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

MONDAY, NOVEMBER 24, 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

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

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 10, 2025, as distributed.

J1 City Council Minutes 11/10/2025

K. CONSENT AGENDA

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

L. COMMUNICATIONS

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

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

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

M4 A Resolution ratifying the joint appointment of Doreen Martinez to the Pueblo City-County Library District Board of Trustees

M5 A Resolution establishing fees relating to the City's Community Solid Waste Clean-Up Program

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

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

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

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

I move 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.

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

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

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

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 - *Introduced November 10, 2025 by Councilor Brett Boston*

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 - *Introduced November 10, 2025 by Councilor Brett Boston*

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 - *Introduced November 10, 2025 by Councilor Brett Boston*

R4 An Ordinance levying and certifying the Southpointe Special Improvement Maintenance District property tax mill levy made in 2025 for the 2026 budget year - *Introduced November 10, 2025 by Councilor Brett Boston*

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 - *Introduced November 10, 2025 by Councilor Brett Boston*

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 - *Introduced November 10, 2025 by Councilor Brett Boston*

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 - *Introduced November 10, 2025 by Councilor Brett Boston*

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 - *Introduced November 10, 2025 by Councilor Brett Boston*

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 - *Introduced November 10, 2025 by Councilor Brett Boston*

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 - *Introduced November 10, 2025 by Councilor Brett Boston*

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 - *Introduced November 10, 2025 by Councilor Brett Boston*

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 - *Introduced November 10, 2025 by Councilor Brett Boston*

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 - *Introduced November 10, 2025 by Councilor Brett Boston*

S. COUNCIL MEMBER CONFLICT OF INTEREST

Councilor Sarah Martinez may ask to be excused from the meeting due to a conflict of interest with agenda item number T-1.

S1 A citizen filed an ethics complaint against Councilor Sarah Martinez.

T. ADJOURN

Proclamation

"SNAP & EBT Business Vendor Day"

November 24, 2025

WHEREAS: More than 100 businesses and organizations accept SNAP/EBT within the City of Pueblo ranging from grocery stores, convenient stores, farmer markets, and eateries; and

WHEREAS: The businesses that accept SNAP/EBT are employers, neighbors, and resources that serve thousands of people each week; and

WHEREAS: More than 25 partners have come together to brainstorm solutions, share community resources, advocate for additional support, and highlight the businesses that accept SNAP/EBT; and

WHEREAS: Even in the face of their own struggles, many non-profits and local businesses are still finding time to give back to the community; and

WHEREAS: Pueblo's SNAP/EBT vendors are essential partners in building a more inclusive local economy. This holiday season, we urge residents to support these businesses and recognize their commitment to serving diverse needs. We also encourage other businesses to explore becoming SNAP/EBT vendors and help broaden access across our city.

NOW, THEREFORE, WE, the City Council of the City of Pueblo, Colorado, by the authority vested in us, do hereby proclaim November 24, 2025, as **"SNAP & EBT Business Vendor Day"** in the City of Pueblo, Colorado.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Pueblo, Colorado, to be affixed this 24th day of November 2025.

_____

Mark Aliff
President of the City Council

REGULAR CITY COUNCIL MEETING
CITY COUNCIL CHAMBERS – CITY HALL
#1 CITY HALL PLACE
MONDAY, NOVEMBER 10, 2025 - 7:00 PM

MINUTES

A. CALL TO ORDER

President Aliff called the meeting to order at 7:19 p.m.

B. INVOCATION

C. PLEDGE OF ALLEGIANCE

D. ROLL CALL

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

Council Members Present via Zoom: None.

Council Members Absent: None.

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

E. SPECIAL RECOGNITIONS

E1 PROCLAMATION PRESENTATION: "PURPLE HEART RECIPIENTS DAY" — SAL KATZ JR. DIRECTOR OF RURAL COLORADO SERVICES, MT. CARMEL VETERANS SERVICE CENTER - PUEBLO

F. PUBLIC FORUM

- Laura Hall - Legal Stuff
- John Farley - Atlas
- Susie Jadg - Personnel Thought of the City
- Gary Weaver - Proud Heritage of Multi-Cultural
- Aubree Adams - Drugs / Cannabis
- Elvis Martinez - Decorum

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 M5 and move M7, M8 to the Regular 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 102725

Councilor Boston, seconded by Councilor Latino, moved to dispense with the reading and approve the Minutes of the Regular Meeting dated **October 27, 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 DESIGNATING A LOCAL DISASTER AGENCY FOR THE CITY OF PUEBLO AND COUNTY OF PUEBLO AND ASSIGNING DUTIES AND RESPONSIBILITIES THEREFORE AND REPEALING PRIOR RESOLUTIONS

This Resolution was assigned as **16166**.

M2 A RESOLUTION AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF $194,140.00 TO MILLER PIPELINE LLC AND SETTING FORTH $38,828.00 FOR CONTINGENCIES, FOR PROJECT NO. 25-093 (WW1901) 2025 ELIZABETH STREET SANITARY SEWER REHABILITATION PROJECT AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE THE SAME.

This Resolution was assigned as **16167**.

M3 A RESOLUTION CONFIRMING THE APPOINTMENT BY THE MAYOR OF BILL ZWICK TO SERVE A THREE-YEAR TERM EXPIRING NOVEMBER 1, 2028, ON THE PUEBLO STREETSCAPE ADVISORY COMMITTEE

This Resolution was assigned as **16168**.

M4 A RESOLUTION ACCEPTING A GRANT AWARD OF $5,000 FOR EL CENTRO DEL QUINTO SOL COMMUNITY CENTER FROM THE EL POMAR FOUNDATION

This Resolution was assigned as **16169**.

M5 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

M6 A RESOLUTION AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF $271,468.50 TO CEDAR RIDGE LANDSCAPE, INC., FOR PROJECT NO. 25-101, CONCRETE IMPROVEMENTS - JONES AVENUE (HOLLYWOOD DRIVE TO PRAIRIE AVENUE), SETTING FORTH $40,720.50 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

This Resolution was assigned as **16170**.

N. ORDINANCES – FIRST PRESENTATION

N1 AN ORDINANCE LEVYING AND CERTIFYING THE CITY OF PUEBLO PROPERTY TAX MILL LEVY MADE IN 2025 FOR THE 2026 BUDGET YEAR

N2 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

N3 AN ORDINANCE LEVYING AND CERTIFYING THE BANDERA BOULEVARD SPECIAL IMPROVEMENT MAINTENANCE DISTRICT PROPERTY TAX MILL LEVY MADE IN 2025 FOR THE 2026 BUDGET YEAR

N4 AN ORDINANCE LEVYING AND CERTIFYING THE SOUTHPOINTE SPECIAL IMPROVEMENT MAINTENANCE DISTRICT PROPERTY TAX MILL LEVY MADE IN 2025 FOR THE 2026 BUDGET YEAR

N5 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.

N6 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

N7 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

N8 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

N9 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

N10 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

N11 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

N12 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

N13 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.

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 November 24, 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

M7 A RESOLUTION APPROVING A SERVICE AGREEMENT BETWEEN THE CITY OF PUEBLO AND CROSSOVER HEALTH RELATING TO EMPLOYEE HEALTH CLINIC SERVICES COMMENCING JANUARY 1, 2026

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

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

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

This Resolution was assigned as **16171**.

M8 A RESOLUTION ADOPTING AND APPROVING THE PUEBLO AREA COMPREHENSIVE SAFETY ACTION PLAN

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

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

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

This Resolution was assigned as **16172**.

Q1 A RESOLUTION CONFIRMING THE APPOINTMENT OF TERESA BURNS TO THE POSITION OF DIRECTOR OF PURCHASING

A staff report and detailed review of the Resolution was given by Heaher Graham, Mayor

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

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

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

This Resolution was assigned as **16173**.

Q2 A RESOLUTION TRANSFERRING $606,959.60 FROM WW2001 TO WW1402, APPROVING CONTRACT AMENDMENT NO. 1 IN THE AMOUNT OF $606,959.60 TO MILLER PIPELINE, LLC., FOR PROJECT NO. 24-049 (WW1402) SOUTHERN COLORADO CLINIC SANITARY SEWER OUTFALL PROJECT, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME.

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

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

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

This Resolution was assigned as **16174**.

Q3 A RESOLUTION ESTABLISHING PROJECT NO. CI2510 – CONVERGYS SITE REDEVELOPMENT, TRANSFERRING $85,309.57 FROM PROJECT PL0804 - SANTA FE & 1ST STREET (CITY CENTER) IMPROVEMENT PROJECT; $188,251.67 FROM PROJECT CI1901 - DEMOLITION/ABATEMENT OF DANGEROUS BUILDINGS, $149,324.52 FROM PROJECT CI1809 - 2018 ABATEMENT/DEMO OF BUILDINGS; $71,914.23 FROM PROJECT CI1605 - 2016 ABATEMENT AND DEMOLITION OF DANGEROUS BUILDINGS; AND $105,200.01 FROM PROJECT CIAN23 - DEMOLITION OF UNSAFE STRUCTURES INTO PROJECT NO. CI2510, AND APPROPRIATING A TOTAL OF $600,000.00 INTO PROJECT NO. CI2510 - CONVERGYS SITE REDEVELOPMENT

A staff report and detailed review of the Resolution was given by Andrew Hayes, Director of Public Works, and Melissa Cook, Director, Department Of Housing And Citizen Services.

- Elvis Martinez Appeared By Zoom And spoke against this Resolution.

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

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

This Resolution was assigned as **16175**.

Q4 A RESOLUTION EXPRESSING THE CITY COUNCIL OF PUEBLO'S SUPPORT FOR THE ECONOMIC DEVELOPMENT RATE TARIFF FILING SUBMITTED BY BLACK HILLS COLORADO ELECTRIC, LLC TO THE COLORADO PUBLIC UTILITIES COMMISSION

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

- Dave Decenzo appeared in person and spoke in favor of this Resolution.

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

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

This Resolution was assigned as **16176**.

Q5 A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2025 GENERAL FUND BUDGET TO MT CARMEL VETERANS SERVICE CENTER IN THE AMOUNT OF $1,500 TO SPONSOR THE 2026 SALUTE TO HEROES AT 4:00 PM AT WEISBROD AIRCRAFT MUSEUM ON FRIDAY, JANUARY 16, 2026

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

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

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

This Resolution was assigned as **16177**.

Q6 A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2025 GENERAL FUND BUDGET TO ROCKY MOUNTAIN SER/JOBS FOR PROGRESS INC. IN THE AMOUNT OF $5,000 TO SPONSOR THEIR FOOD PANTRY AT 330 LAKE AVENUE

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

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

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

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

This Resolution was assigned as **16178**.

Q7 A RESOLUTION OF THE CITY COUNCIL AFFIRMING THE CITY'S SUPPORT FOR IMMIGRANTS, RECOGNIZING THEIR CONTRIBUTIONS TO THE COMMUNITY, AND REITERATING THE CITY'S COMMITMENT TO COMPLY WITH COLORADO LAW REGARDING COOPERATION WITH FEDERAL IMMIGRATION ENFORCEMENT AUTHORITIES

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

- Ed Perry appeared in person and spoke against this Resolution.
- Sam Hernandez was not present.
- Cathy Jacobs appeared in person and spoke in favor of this Resolution.

- Christy Figura appeared in person and spoke against this Resolution.
- Malinda Muskrat was not present
- Brianna Guerra appeared by zoom appeared in person and spoke in favor of this Resolution.
- Karim Ayoub appeared in person and spoke against this Resolution.
- Dave DeCenzo appeared in person and spoke against this Resolution.
- Elvis Martinez appeared by zoom appeared in person and spoke against his Resolution.

Councilor Flores, seconded by Councilor Gomez, moved to approve the amended Resolution.

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

R. ORDINANCES – FINAL PRESENTATION

R1 AN ORDINANCE AMENDING SECTIONS 17-4-42 AND 17-4-43 TO TITLE XVII OF THE PUEBLO MUNICIPAL CODE RELATING TO MINIMUM PARKING REQUIREMENTS WITHIN APPLICABLE TRANSIT SERVICE AREAS

A staff report and detailed review of the Ordinance was given by Beritt Odom, Director of Planning & Community Development. Ms. Odom requested that the Planning & Zoning documents for this item, Case # TA-25-05 dated September 10, 2025, be made part of the record for this hearing. So ordered by President Aliff.

PUBLIC HEARING:

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

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

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

This Ordinance was assigned as **11070.**

R2 AN ORDINANCE AMENDING SECTION TWO OF CHAPTER TWO, SECTION FIFTY-ONE OF CHAPTER FOUR, AND SECTIONS FOUR AND TEN OF CHAPTER TEN OF TITLE XVII OF THE PUEBLO MUNICIPAL CODE RELATING TO OFF-PREMISES SIGNS

A staff report and detailed review of the Ordinance was given by Beritt Odom, Director of Planning & Community Development. Ms. Odom requested that the Planning & Zoning documents for this item, Case # TA-25-06, dated October 8, 2025, be made part of the record for this hearing. So ordered by President Aliff.

PUBLIC HEARING:

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

Councilor Latino, seconded by Councilor 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 **11071.**

R3 AN ORDINANCE APPROVING AN AGREEMENT BETWEEN AXON ENTERPRISE, INC., A DELAWARE CORPORATION, AND THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, FOR THE PURCHASE AND INSTALLATION OF INTERVIEW ROOM VIDEO SYSTEMS, SOFTWARE, STORAGE, AND RELATED SERVICES, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

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

PUBLIC HEARING:

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

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

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

This Ordinance was assigned as **11072.**

R4 AN ORDINANCE APPROVING A PURCHASE AGREEMENT AND RELATED DOCUMENTS BETWEEN CIRCLE K STORES INC., A TEXAS CORPORATION, AND THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

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

PUBLIC HEARING:

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

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

Councilor Boston, seconded by Councilor Gomez, 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 **11073.**

S. ADJOURN

President Aliff adjourned the meeting at 10:36 p.m.

Respectfully submitted,

Vincent Petkosek
Deputy City Clerk

Docusign Envelope ID: F0A1D3E5-5EAC-45A9-B867-BA323B1E03F2

City Clerk's Office Item # M1

Background Paper for Proposed Resolution

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: Andrew Hayes, Public Works Director

SUBJECT: 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

SUMMARY:

Attached is a resolution awarding a construction contract to Tony J Beltramo & Sons, Inc., for Project No. 24-008, Construction of Adams Avenue and Jackson Street Roundabout.

PREVIOUS COUNCIL ACTION:

Ordinance 10120, dated February 28, 2022, created Project Account CI2206 for Adams Avenue and Jackson Street Roundabout Project, an approved IGA between Pueblo and CDOT relating to the Adams Avenue and Jackson Street Roundabout Project, and budgeted and appropriated funds from CDOT totaling $900,000 for the Project.

Resolution 14860, dated April 25, 2022, authorized the transfer of $100,000 from Project Account CI2204 to Project Account CI2206.

Resolution 15069, dated November 28, 2022, awarded an agreement for professional engineering services in the amount of $123,014.74 to Short-Elliott-Hendrickson, Inc. for the design of Adams Avenue and Jackson Street Roundabout.

BACKGROUND:

The intersection of Adams Avenue and Jackson Street was awarded a Highway Safety Improvement Program (HSIP) grant from the Federal Highway Administration (FHWA) through the Colorado Department of Transportation (CDOT). During the five-year time period 2015 to 2019, there were ten reported accidents, of which, two were fatal accidents, seven broadside, six property damage only and two injury accidents. FHWA

Docusign Envelope ID: F0A1D3E5-5EAC-45A9-B867-BA323B1E03F2

has identified roundabout construction as one of the most significant accident countermeasure concepts.

This project consists of the construction of a 'Mini-Roundabout' at the intersection of Adams Avenue and Jackson Street. The construction components include pavement and concrete removal, excavation and embankment, asphalt pavement with aggregate base course, concrete flatwork involving integral coloring and stamping, storm sewer relocation, signage and pavement markings, and traffic control.

This Resolution awards the construction contract to Tony J Beltramo & Sons, Inc.

FINANCIAL IMPLICATIONS:

Funding in the amount of $873,000.00 (contract and contingencies) will be paid from Project CI2206, Adams & Jackson Roundabout PRJ.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Denial of this resolution will cancel this project.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:
1. 25-066 Bid Summary
2. 25-066 Amendment No 1 - HW Houston Construction

Docusign Envelope ID: F0A1D3E5-5EAC-45A9-B867-BA323B1E03F2

RESOLUTION NO. 16179

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

WHEREAS, competitive bids for Project No. 24-008, Construction of Adams Avenue and Jackson Street Roundabout have been received and examined; and,

WHEREAS, the proposal of Tony J Beltramo & Sons, Inc., was the lowest of those bids determined to be responsive, and the Committee of Awards recommends to the City Council that it authorize Project No. 24-008, Construction of Adams Avenue and Jackson Street Roundabout to be performed; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Contract Amendment No. 1 to the Construction Contract for Remodel of Riverwalk Building with H.W. Houston Construction, LLC., Project No. 25-066, in the amount of $233,549.00, a copy of which is attached hereto, having been approved as to form by the City Attorney, is hereby approved, and City Council authorizes the additional work contemplated by the Amendment.

SECTION 2.

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

SECTION 3.

Funds for Project No. 25-066, in the amount of $233,549.00, will include the previously approved contingency amount of $100,000.00 and an additional amount of $133,549.00 from Account Project CI2515, 101 Riverwalk Unit 2.

SECTION 4.

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

SECTION 5.

The Resolution shall become effective immediately upon passage and approval.

Docusign Envelope ID: F0A1D3E5-5EAC-45A9-B867-BA323B1E03F2

INTRODUCED: November 24, 2025

BY: Brett Boston
MEMBER OF CITY COUNCIL

APPROVED: DocuSigned by: Mark Cliff B7A4F51823AB402...
PRESIDENT OF CITY COUNCIL

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

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

EVALUATION TABULATION

IFB No. 25-066 (CI2515)

Remodel of Riverwalk Building

RESPONSE DEADLINE: July 25, 2025 at 11:00 am
Report Generated: Friday, July 25, 2025

VENDOR TOTALS

Vendor	Total
H. W. Houston Construction, LLC	$922,579.00
Latcon Corp	$976,665.00
Arc Valley Construction	$980,118.00

BASE BID

Base Bid					Arc Valley Construction		H. W. Houston Construction, LLC		Latcon Corp	
Selected	Division Number	Division	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	00	Building Permit	1	LS	$15,000.00	$15,000.00	$3,684.00	$3,684.00	$3,845.00	$3,845.00
X	00	Builders Risk and Insurance	1	LS	$5,000.00	$5,000.00	$9,133.00	$9,133.00	$18,886.00	$18,886.00
X	00	Performance and Payment Bond	1	LS	$13,000.00	$13,000.00	$8,354.00	$8,354.00	$13,485.00	$13,485.00
X	01	General Requirements	1	LS	$102,118.00	$102,118.00	$145,304.00	$145,304.00	$69,720.00	$69,720.00
X	02	Existing Conditions	1	LS	$55,000.00	$55,000.00	$17,670.00	$17,670.00	$73,340.00	$73,340.00
X	06	Wood, Plastics & Composites	1	LS	$5,000.00	$5,000.00	$37,888.00	$37,888.00	$40,130.00	$40,130.00
X	08	Doors & Frames / Glass	1	LS	$70,000.00	$70,000.00	$68,054.00	$68,054.00	$77,213.00	$77,213.00
X	09	Finishes	1	LS	$250,000.00	$250,000.00	$254,206.00	$254,206.00	$275,368.00	$275,368.00
X	12	Specialties / Furnishings	1	LS	$180,000.00	$180,000.00	$136,490.00	$136,490.00	$98,863.00	$98,863.00
X	22	Plumbing	1	LS	$10,000.00	$10,000.00	$15,268.00	$15,268.00	$10,639.00	$10,639.00
X	23	Mechanical	1	LS	$95,000.00	$95,000.00	$91,161.00	$91,161.00	$96,638.00	$96,638.00
X	26	Electrical	1	LS	$180,000.00	$180,000.00	$135,367.00	$135,367.00	$198,538.00	$198,538.00
X	27	Communications	1	LS	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Total						$980,118.00		$922,579.00		$976,665.00

VENDOR QUESTIONNAIRE PASS/FAIL

Question Title	Arc Valley Construction	H. W. Houston Construction, LLC	Latcon Corp
BID GUARANTEE	Pass	Pass	Pass
CONFIRMATION OF UNDERSTANDING AND OFFER	Pass	Pass	Pass
NAME, TITLE, AND CONTACT INFORMATION	Pass	Pass	Pass
ACKNOWLEDGEMENTS			
AFFIRMATIVE ACTION PLAN REQUIREMENT:	Pass	Pass	Pass
INSURANCE REQUIREMENTS	Pass	Pass	Pass
COLORADO LABOR REQUIREMENT:	Pass	Pass	Pass
SALES AND/OR USE TAX INFORMATION	Pass	Pass	Pass
CERTIFICATIONS			
CERTIFICATION STATEMENT	Pass	Pass	Pass
EXPLANATION OF NEGATIVE RESPONSE	No Response	No Response	No Response

AMENDMENT NO. 1 TO
CONSTRUCTION CONTRACT

This Amendment No. 1 to a construction contract ("Amendment") is executed to be effective as of November 25, 2025, by and between the City of Pueblo, a Colorado Municipal Corporation ("City") and H.W. Houston Construction, LLC, a Colorado Limited Liability Company ("Contractor").

WHEREAS, City and Contractor entered into that certain construction contract dated August 25, 2025, for Project 25-066 (CI2515) Remodel of Riverwalk Building (the "Construction Agreement"); and

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

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

1. The proposed additional work items attached hereto, and labelled Exhibit 1, are hereby accepted and approved. The Construction Agreement is amended to incorporate all additional work to be performed as contemplated by and at the prices set forth in Exhibit 1, and such additional work shall become a component part of and incorporated into all work contemplated by the Construction Agreement. Contractor shall perform all such work subject to and consistent with all requirements and provisions of the Construction Agreement. Contractor shall perform all acts necessary or required as a result of this Amendment, including, but not limited to, furnishing Performance and Payment Bonds in compliance with Section 5.20 of the Invitation for Bid. The Performance and Payment Bonds shall be in the total amount of $1,156,128.00, which amount includes the original contract amount of $922,579.00 and the additional contract amount of $233,549.00 contemplated by the additional work to be performed under this Amendment.

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

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

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

H.W. HOUSTON CONSTRUCTION, LLC

By _____
Louis Nazario, Vice President

CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION

By _____
Naomi Hedden, Director of Purchasing

ATTEST:

_____
Marisa Stoller, City Clerk

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

_____
Danny Nunn, Director of Finance

APPROVED AS TO FORM DEPARTMENT OF LAW:

_____
Robert P. Jagger, Deputy City Attorney

EXHIBIT 1

Summary of Additional Work (1 page)
H.W. Houston Construction, LLC Detailed Schedules of Proposed Additional Work (5 pages)

Project Name : Remodel of Riverwalk Building

Contractor : H.W. Houston Construction

Summary of Changes	Decrease Contract By	Increase Contract By
COP #1 - Structured Cabling		$89,868.00
COP #2 - Gas Piping for RTU-2 & Level 3 Shower Room Conversion		$29,117.00
COP #4 - Glass Replacement Rooms #317 & #415		$1,951.00
COP #6 - West Shaft Duct Replacement		$55,719.00
COP #7a - East Shaft Duct Replacement		$56,894.00
TOTAL	$0.00	$233,549.00

City Offices Remodel

101 W Riverwalk
Pueblo, CO 81001

November 11, 2025

H.W. Houston Construction

COP #1 - Furnish and Install Structured Cabling

Sys	Description of Work	COP #1 - Structured Cabling	
		Cost	% of Cost
1. COP #1 - Furnish and Install Structured Cabling			
27000	Structured Cabling (Adams Electric)	76,491	85.12%
	Subtotal Direct Costs	**76,491**	**85.12%**
Indirect Costs			
	Plan Review and Permit	-	0.00%
	Builder's Risk Insurance	76	0.09%
	Performance and Payment Bond - Not Included	809	0.90%
	Contractor's Insurance	809	0.90%
	General Conditions	8,987	10.00%
	CM/GC Fee	2,696	3.00%
	Design Fee - Not Included	-	0.00%
	Subtotal Direct, Indirect & Contingency Costs	**13,377**	**14.89%**
	Total Estimated Construction Cost	**89,868**	**100.00%**

City Offices Remodel

101 W Riverwalk
Pueblo, CO 81001

November 11, 2025

H.W. Houston Construction

COP #2 - Gas Piping for RTU-2 & Level 3 Shower Room Conversion

Sys	Description of Work	COP #2 - Gas Piping & Shower Room Conversion	
		Cost	% of Cost
2. COP #2 - Gas Piping for RTU-2 & Level 3 Shower Room Conversion			
2050	Interior Demolition (HWH)	855	0.44%
6900	Millwork (CabCon)	843.83	0.44%
9100	Gyp. Board Systems (New Image)	1,964	1.02%
9600	Flooring (HW Interiors)	1,964	1.02%
9900	Painting (Rosolino)	610	0.32%
23000	Mechanical (HPE)	18,546	9.60%
	Subtotal Direct Costs	**24,783**	**12.82%**
Indirect Costs			
	Plan Review and Permit	-	0.00%
	Builder's Risk Insurance	25	0.01%
	Performance and Payment Bond - Not Included	262	0.14%
	Contractor's Insurance	262	0.14%
	General Conditions	2,912	1.51%
	CM/GC Fee	874	0.45%
	Design Fee - Not Included	-	0.00%
	Subtotal Direct, Indirect & Contingency Costs	**4,334**	**2.24%**
	Total Estimated Construction Cost	**29,117**	**15.07%**

City Offices Remodel

101 W Riverwalk
Pueblo, CO 81001

November 11, 2025

H.W. Houston Construction

COP #4 - Glass Replacement Rooms #317 and #415

Sys	Description of Work	COP #4 - Glass Replacement	
		Cost	% of Cost
4. COP #4 - Glass Replacement Rooms #317 and #415			
8800	Glass Replacement (Glass Force)	1,661	85.12%
	Subtotal Direct Costs	**1,661**	**85.12%**
Indirect Costs			
	Plan Review and Permit	-	0.00%
	Builder's Risk Insurance	2	0.09%
	Performance and Payment Bond - Not Included	18	0.90%
	Contractor's Insurance	18	0.90%
	General Conditions	195	10.00%
	CM/GC Fee	59	3.00%
	Design Fee - Not Included	-	0.00%
	Subtotal Direct, Indirect & Contingency Costs	**290**	**14.89%**
	Total Estimated Construction Cost	**1,951**	**100.00%**

City Offices Remodel

101 W Riverwalk
Pueblo, CO 81001

November 11, 2025

H.W. Houston Construction

West Shaft Duct Replacement

Sys	Description of Work	West Shaft Duct Replacement	
		Cost	% of Cost
6. West Shaft Duct Replacement			
2050	Demolition & Equipment	1,250	2.24%
23000	Mechanical (HPE)	43,675	78.38%
26000	Electrical (Relocations)	2,500	4.49%
	Subtotal Direct Costs	**47,425**	**85.12%**
Indirect Costs			
	Plan Review and Permit	-	0.00%
	Builder's Risk Insurance	47	0.09%
	Performance and Payment Bond - Not Included	501	0.90%
	Contractor's Insurance	501	0.90%
	General Conditions	5,572	10.00%
	CM/GC Fee	1,672	3.00%
	Design Fee - Not Included	-	0.00%
	Subtotal Direct, Indirect & Contingency Costs	**8,294**	**14.89%**
	Total Estimated Construction Cost	**55,719**	**100.00%**

City Offices Remodel

101 W Riverwalk
Pueblo, CO 81001

November 11, 2025

H.W. Houston Construction

East Shaft Duct Replacement (Replace Supply or Return)

Sys	Description of Work	East Shaft Duct Replacement Supply or Return Replacement	
		Cost	% of Cost
7a. East Shaft Duct Replacement (Replace Supply or Return)			
2050	Demolition & Equipment	2,250	3.95%
23000	Mechanical (HPE)	43,675	76.77%
26000	Electrical (Relocations)	2,500	4.39%
	Subtotal Direct Costs	**48,425**	**85.12%**
Indirect Costs			
	Plan Review and Permit	-	0.00%
	Builder's Risk Insurance	48	0.09%
	Performance and Payment Bond - Not Included	512	0.90%
	Contractor's Insurance	512	0.90%
	General Conditions	5,689	10.00%
	CM/GC Fee	1,707	3.00%
	Design Fee - Not Included	-	0.00%
	Subtotal Direct, Indirect & Contingency Costs	**8,469**	**14.89%**
	Total Estimated Construction Cost	**56,894**	**100.00%**

Docusign Envelope ID: F0A1D3E5-5EAC-45A9-B867-BA323B1E03F2

CITY CLERK'S OFFICE ITEM # M2

BACKGROUND PAPER FOR PROPOSED RESOLUTION

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: ANDREW HAYES, PUBLIC WORKS DIRECTOR

SUBJECT: 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.

SUMMARY:

THIS RESOLUTION APPROVES CONTRACT AMENDMENT NO. 4 TO THE AGREEMENT FOR PROFESSIONAL ARCHITECTURAL SERVICES AWARDED TO ALLRED AND ASSOCIATES, IN THE AMOUNT OF $21,300.00 FOR PROJECT NO. 22-010, DESIGN AND ENGINEERING OF NEW FIRE STATIONS 6, 8, AND 11.

PREVIOUS COUNCIL ACTION:

RESOLUTION 14938, DATED JULY 11, 2022, AWARDED AN AGREEMENT FOR PROFESSIONAL DESIGN SERVICES TO ALLRED AND ASSOCIATES FOR DESIGN AND ENGINEERING SERVICES OF NEW FIRE STATIONS 6, 8, AND 11.

RESOLUTION 15641, DATED MAY 28, 2024, APPROVED AMENDMENT NO. 3 TO THE AGREEMENT FOR PROFESSIONAL ARCHITECTURAL SERVICES IN THE AMOUNT OF $59,025.00 BETWEEN THE CITY OF PUEBLO AND ALLRED AND ASSOCIATES.

BACKGROUND:

THIS PROJECT IS PART OF INFRASTRUCTURE AND RESPONSE IMPROVEMENTS FOR THE CITY OF PUEBLO AND ITS FIRE DEPARTMENTS, RELOCATING FIRE STATIONS 1, 6, AND 8, AND BUILDING A NEW FIRE STATION 11.

IN APRIL 2022, THE CITY OF PUEBLO SOLICITED REQUESTS FOR PROPOSALS (RFP 22-010) FOR DESIGN AND ENGINEERING SERVICES FOR NEW FIRE STATIONS 6, 8, AND 11. A TOTAL OF NINE (9) FIRMS PROVIDED A PROPOSAL FOR THE WORK. CITY STAFF PROVIDED EVALUATIONS OF THE PROPOSALS USING PROJECT APPROACH, WORK SCHEDULE, FEE SCHEDULE AND STATEMENT OF QUALIFICATIONS EVALUATION

Docusign Envelope ID: F0A1D3E5-5EAC-45A9-B867-BA323B1E03F2

CRITERIA. UPON COMPILATION OF STAFF EVALUATIONS, THE TOP FIVE (5) FIRMS WERE INTERVIEWED. ALLRED AND ASSOCIATES WAS THEN CHOSEN BY THE INTERVIEW COMMITTEE.

AMENDMENT NO. 1 TO THE PROFESSIONAL ARCHITECTURAL SERVICES AGREEMENT, APPROVED BY THE DIRECTOR OF PURCHASING, DUE TO THE AMOUNT OF CHANGE BEING LESS THAN 10% OF THE OVERALL CONTRACT AMOUNT, WAS FOR ADDITIONAL REDESIGN SURVEY WORK.

AMENDMENT NO. 2 TO THE PROFESSIONAL ARCHITECTURAL SERVICES AGREEMENT, ALSO APPROVED BY THE DIRECTOR OF PURCHASING, WAS FOR ADDITIONAL TESTING BORE HOLES AND REPORTING FOR GEOTHERMAL.

AMENDMENT NO. 3 TO THE PROFESSIONAL ARCHITECTURAL SERVICES AGREEMENT, WAS TO PROVIDE A COMPLETE SET OF PLANS WITH THE CHANGES MADE DURING VALUE ENGINEERING.

AMENDMENT NO. 4 TO THE PROFESSIONAL ARCHITECTURAL SERVICES AGREEMENT, IS NECESSARY FOR THE ARCHITECT TO PROVIDE DETAILED INFORMATION TO BLACK HILLS ENERGY FOR THEIR ENERGY REBATE, WHICH WILL RESULT IN SIGNIFICANT SUMS TO THE CITY, AS WELL AS ADDITIONAL CONSTRUCTION OBSERVATION. AS PART OF THEIR ORIGINAL PROPOSAL, THE ARCHITECT ANTICIPATED 10 MONTHS OF CONSTRUCTION, WHICH HAS NOW BEEN EXCEEDED.

FINANCIAL IMPLICATIONS:

FUNDING IN THE AMOUNT OF $21,300.00 WILL BE PAID FROM PROJECT ACCOUNT FD2401, FIRE STATIONS 6, 8, AND 11 PROJECT.

BOARD/COMMISSION RECOMMENDATION:

NONE.

STAKEHOLDER PROCESS:

NONE.

ALTERNATIVES:

DENIAL OF THIS RESOLUTION WILL RESULT IN THE CANCELLATION OF ADDITIONAL SERVICES. HOWEVER, THE ADDITIONAL SERVICES ARE NECESSARY TO PROVIDE FINAL CONSTRUCTION OBSERVATION AND THE NECESSARY INFORMATION TO BLACK HILLS ENERGY FOR THE CITY OF PUEBLO'S ENERGY REBATE.

RECOMMENDATION:

APPROVAL OF THE RESOLUTION.

ATTACHMENTS:

1. 22-010 ALLRED AMENDMENT 4

Docusign Envelope ID: F0A1D3E5-5EAC-45A9-B867-BA323B1E03F2

RESOLUTION NO. 16180

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.

WHEREAS, an Agreement for Professional Architectural Services was awarded to Allred and Associates, on July 12, 2022, and,

WHEREAS, Amendment No. 1 to the Agreement for Professional Architectural Services was awarded to Allred and Associates on September 28, 2022, and,

WHEREAS, Amendment No. 2 to the Agreement for Professional Architectural Services was awarded to Allred and Associates on October 13, 2023, and,

WHEREAS, Amendment No. 3 to the Agreement for Professional Architectural Services was awarded to Allred and Associates on June 20, 2024, and,

WHEREAS, the City of Pueblo and Allred and Associates desire to modify the Agreement for additional services; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Amendment No. 4 to the Agreement for Professional Architectural Services for Project No. 22-010 Design and Engineering of New Fire Stations 6, 8, and 11 Project, by and between the City of Pueblo, a Colorado Municipal Corporation, and Allred and Associates, a Colorado Corporation, a copy of which is attached hereto, having been approved as to form by the City Attorney, is hereby approved, and City Council authorizes the additional work contemplated by the Amendment to be performed in the amount of $21,300.00.

SECTION 2.

Funds in the amount of $21,300.00 shall be paid from Project Account FD2401 – Fire Stations 6, 8 and 11 Project.

SECTION 3.

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

SECTION 4.

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

Docusign Envelope ID: F0A1D3E5-5EAC-45A9-B867-BA323B1E03F2

SECTION 5.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: November 24, 2025

BY: Brett Boston
MEMBER OF CITY COUNCIL

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

ATTESTED BY: DocuSigned by: 7C02EBDF1EC3D43C...
CITY CLERK

AMENDMENT NO. 4 TO THE PROFESSIONAL ARCHITECTURAL SERVICES AGREEMENT BY AND BETWEEN CITY OF PUEBLO AND ALLRED & ASSOCIATES

1. INTRODUCTION

This Amendment No. 4 to the Professional Architectural Services Agreement ("Amendment") is executed to be effective as of the _____ day of _____, 20____, by and between the City of Pueblo, a Colorado Municipal Corporation ("Owner" or "City") and Allred & Associates, a registered Individual Business in the State of Colorado, a professional architectural firm (hereinafter referred to as "Architect"). Owner and Architect are sometimes referred to herein as a "Party" and collectively, as the "Parties."

2. PROJECT STATEMENT

WITNESSETH THAT:

WHEREAS, Owner and Architect entered into that certain Professional Architectural Services Agreement dated July 12, 2022 for Bid 22-010 RFP - Design and Engineering of New Fire Stations 6, 8, and 11 (the "Agreement"), Amendment No. 1 dated September 28, 2022, Amendment No. 2 dated October 13, 2023, and Amendment No. 3 dated June 20, 2024;

WHEREAS, Owner and Architect desire to amend the Agreement pursuant to the provisions set forth herein;

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

3. AGREEMENT

A. The Agreement is amended by expanding the scope of services to include the following as generally identified and set forth in the attached Attachment A. Architect shall:

   1. Provide detailed information to Black Hills Energy to complete the energy rebate.

   2. Attend, manage, complete 44 additional OAC meetings.

   3. Complete Punch List Discussion with Contractor.

B. The additional work as agreed upon by Owner and Architect, and Architect shall complete the work in accordance with the terms of the Agreement and any and all prior amendments thereto.

C. The aggregate compensation payable to the Architect for performance of the additional services authorized by this Amendment No. 4 shall not exceed the maximum amount of Grand Total Lump Sum $21,300.00 notwithstanding whether the service is billed as Time and Material.

D. This Amendment shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

E. Except as expressly modified by this Amendment No. 4, the Agreement shall remain in full force and effect. Except as modified by this Amendment No. 4, any obligations to be performed under the Agreement by either party are not waived nor excused in any manner but shall be performed in accordance with the terms and conditions of the Agreement as it existed prior to this Amendment No. 4.

F. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same document with the same effect as if all Parties had signed the same original. The Parties further agree that transmission of this Amendment by any electronic format, telecopy or via email in a PDF format, shall be deemed transmission of the original Amendment for all purposes. Electronic signatures shall be deemed valid and binding to the same extent as the original.

4. SIGNATURE SECTION

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

CITY OF PUEBLO, A MUNICIPAL CORPORATION

By_____
Naomi Hedden, Director of Purchasing

Attest_____
Marisa Stoller, City Clerk

[SEAL]

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

_____
Danny Nunn, Director of Finance

ALLRED & ASSOCIATES

By_____
Brent Allred, Owner

APPROVED AS TO FORM
DEPARTMENT OF LAW

_____
Robert Jagger, Deputy City Attorney

Attachments: Attachments A - B and Additional Information for Amendment

Schedule 1

Scope of Services

Excerpt from Consultant's Proposal dated August 1, 2025, Page 1 and
excerpt from Consultant's Proposal dated October 22, 2025, Pages 1 – 2

Scope of Services to provide detailed information to Black Hills Energy to complete the energy rebate.

Black Hills Energy has required detailed information to be compiled, organized and submitted for them to complete their energy rebate which will result in insignificant sums to the City of Pueblo in behalf of City of Pueblo Fire Station 6, 8, and 11.

Allred & Associates does not have it in their scope to spend time to accomplish task.

Scope of Services to attend, manage, complete 44 additional OAC meetings and complete Punch List Discussion with Contractor.

Because the extension of construction has been extended at no fault to Allred & Associates, we respectfully request additional services for construction observation.

As a part of our original proposal accepted by the city in June of 2022, we agreed to approximately 44 OAC meetings and 10 months of construction. That is one OAC meeting every week. We also state that each station is to be built simultaneously. We all (design team, owner's representative, City of Pueblo Public Works,) were counting on Nunn being able to shorten their extended schedule on station 8 and more particularly on station 6 to early fall of 2025. It has become increasingly apparent that now Nunn does not intend to shorten their schedule at all for station 6 (though we believe can and should otherwise).

With this extended construction schedule, we now present the following analysis for back up to our request.

> Construction commenced at the end of May 2024 on station 11. Original projections were to complete station 11 in May of 2025. However, that did not happen. Total construction appears to be taking 17 months for Station No. 6 as of to date because station 6 is scheduled to be complete December 10th 2025. That is 28 more OAC meetings than budgeted in our scope. It also is more phone time, trips etc.

In addition, there continue to be items on the punch list that have not been completed for station 11 (Mechanical and entry floor finish) even though Nunn contractually agreed to complete them per plans and specifications so that the stations function precisely as the City of Pueblo is paying for them to function. This will require time for us and our consultants.

Commissioning will also need to be observed and reviewed as well for all three stations and a final punch list for Station 6 will need to be generated. Therefore we propose the following.

Schedule 2

Fee Schedule

Excerpt from Consultant's Proposal dated August 1, 2025, Page 1 and
excerpt from Consultant's Proposal dated October 22, 2025, Page 2

Fee Schedule to provide detailed information to Black Hills Energy to complete the energy rebate.

We anticipate it taking 21 hours at a cost of:

+/-4.5 hours @ $165 per hour for Principal/Senior Designer = +/-$742.5,

+/-1.5 hour @ $155 per hour for Project Manager = +/-$232.5

+/-16 hours @ $145 per hour Project Architect = +/-$2,320

Total of **$3,300** lump sum.

Fee Schedule to attend, manage, complete 44 additional OAC meetings and complete Punch List Discussion with Contractor

1. Additional OAC meetings by Teams and in Person:
    a. Each additional OAC meeting by Teams =
        i. .5 hour Project Architect (Nathan Rooen) or $145/hr @ 28 = $2,030
        ii. .5 hour Project Manager (Brad Bonnet) or $155/hr @ 28 = $ 2170
        iii. .5 hour Principal/Senior Designer (Brent Allred) or $165/hr @ 28 =$ 2310

        Estimated Total: +/- $6510

    b. Each additional OAC meeting @ every three weeks personally =
        i. 11 hours Project Architect (Nathan Rooen) or $145/hr @ 4 trips = $ 6380
        ii. 11 hours Project Manager (Brad Bonnet) or $155/hr @ 3 trips = $ 5115
        iii. 11 hours Principal/Senior Designer (Brent Allred) or $165/hr @ 6 trips = $ 10,890.

        Estimated Total: +/- $ 22,385

        Estimated Grand Total: +/- $ 32525

Punch list discussion items that go unresolved and require continual time and resources: 10 hours @ $165 per hour = $6,500

This is a projected time equal to $ 35,395, however, we are asking for only **$18,000**.

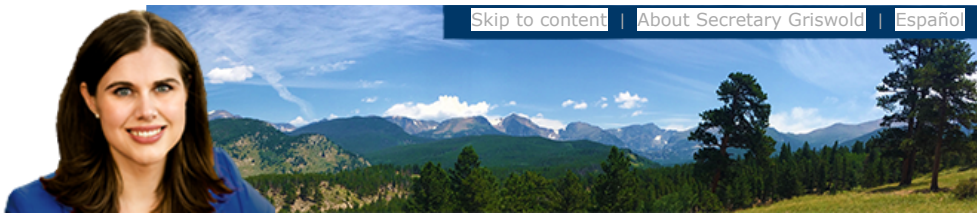
Grand Total Lump Sum Amendment No. 4: $3,300.00 plus $18,000.00 = $21,300.00

Additional Information for Agreement

Certificate of Good Standing

PERA Questionnaire

Insurance Certificate(s)



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	Allred and Associates, Inc.		
Status	Good Standing	**Formation date**	03/31/2025
ID number	20251379951	**Form**	Corporation
Periodic report month	March	**Jurisdiction**	Colorado
Principal office street address	580 Burbank St Unit 125, Broomfield, CO 80020, US		
Principal office mailing address	580 Burbank St Unit 125, Broomfield, CO 80020, US		

Registered Agent	
Name	Brent Allred
Street address	580 Burbank St Unit 125, Broomfield, CO 80020, US
Mailing address	580 Burbank St Unit 125, Broomfield, CO 80020, 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,

Allred and Associates, Inc.

is a

Corporation

formed or registered on 03/31/2025 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20251379951 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 10/24/2025 that have been posted, and by documents delivered to this office electronically through 10/29/2025 @ 10:05:35 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 10/29/2025 @ 10:05:35 in accordance with applicable law. This certificate is assigned Confirmation Number 17833196 .

Jena Griswold

Secretary of State of the State of Colorado

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

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

Updated PERA and Insurance will be added prior to signature

Docusign Envelope ID: F0A1D3E5-5EAC-45A9-B867-BA323B1E03F2

CITY CLERK'S OFFICE ITEM # M3

BACKGROUND PAPER FOR PROPOSED RESOLUTION

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: ANDREW HAYES, PUBLIC WORKS DIRECTOR

SUBJECT: 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

SUMMARY:

THIS RESOLUTION APPROVES CONTRACT AMENDMENT NO. 1 TO THE AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES AWARDED TO 3 ROCKS ENGINEERING LLC, IN THE AMOUNT OF $22,016.35 FOR PROJECT NO. 23-107, DESIGN FOR STREET EXPANSION OF BANDERA PARKWAY.

PREVIOUS COUNCIL ACTION:

RESOLUTION 15427, DATED NOVEMBER 27, 2023, AWARDED AN AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES IN THE AMOUNT OF $99,000 TO 3 ROCKS ENGINEERING LLC FOR DESIGN OF STREET EXPANSION OF BANDERA PARKWAY.

BACKGROUND:

THE ORIGINAL PROJECT INCLUDED THE DESIGN OF A 450-FOOT STREET EXPANSION FOR BANDERA PARKWAY IN PUEBLO, COLORADO. THE ORIGINAL LIMITS OF WORK WERE ADJACENT TO LOTS 6 AND 10, CITY VIEW FILING NO. 1, BETWEEN ARAMIS COURT AND LIEZL STREET. THE ADDITIONAL SCOPE EXPANDS THE LIMITS OF WORK TO THE NORTH OF ARMIS COURT AND TO THE SOUTH OF LIEZEL STREET.

THIS AMENDMENT TO THE PROFESSIONAL ENGINEERING SERVICES AGREEMENT, PROVIDES ADDITIONAL WORK FOR EXPANSIONS TO THE PROJECT LIMITS NOTED ABOVE TO PROVIDE ADDITIONAL TOPOGRAPHICAL SURVEY AND DESIGN. THE AMENDMENT ALSO INCLUDES ADDITIONAL DESIGN ELEMENTS DUE TO THE TYPICAL ROADWAY SECTION OF BANDERA PARKWAY NARROWING NORTH OF THE BOUNDARY LINE OF THE REGENCY CREST SUBDIVISION.

Docusign Envelope ID: F0A1D3E5-5EAC-45A9-B867-BA323B1E03F2

FINANCIAL IMPLICATIONS:

FUNDING IN THE AMOUNT OF $22,016.35 WILL BE PAID FROM PROJECT ACCOUNT CI2305, STREET EXPANSION - BANDERA PKWY.

BOARD/COMMISSION RECOMMENDATION:

NONE.

STAKEHOLDER PROCESS:

NONE.

ALTERNATIVES:

DENIAL OF THIS RESOLUTION WILL RESULT IN THE CANCELATION OF ADDITIONAL SERVICES. HOWEVER, THE ADDITIONAL SERVICES ARE NECESSARY DUE TO SITE RESTRICTIONS CREATING THE NEED TO EXPAND THE PROJECT LIMITS AND REQUIRE ADDITIONAL DESIGN ELEMENTS.

RECOMMENDATION:

APPROVAL OF THE RESOLUTION.

ATTACHMENTS:

1. AMENDMENT 1 TO AGREEMENT FOR FACILITY SVC AT POPE BLOCK BLDG - FINAL

Docusign Envelope ID: F0A1D3E5-5EAC-45A9-B867-BA323B1E03F2

RESOLUTION NO. 16181

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

WHEREAS, an Agreement for Professional Engineering Services was awarded to 3 Rocks Engineering, LLC, on December 11, 2023, and,

WHEREAS, the City of Pueblo and 3 Rocks Engineering, LLC, desire to modify the Agreement for additional services; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Amendment No. 1 to the Facility Services Program Agreement for The Pope Block Building, by and between the City of Pueblo, a Colorado Municipal Corporation, and Tolin Mechanical Systems Company, LLC, a Delaware Corporation, a copy of which is attached hereto, having been approved as to form by the City Attorney, is hereby approved, and City Council authorizes the extended term contemplated by the Amendment to be performed.

SECTION 2.

The term of the Agreement shall be extended for five years, beginning on January 1, 2026, and continuing through and including December 31, 2030. The annual Agreement price during the Extended Term shall be:

2026	**2027**	**2028**	**2029**	**2030**
$292,000.00	$300,809.00	$309,836.00	$325,330.00	$341,591.0

Funds for payment of the Agreement shall be paid from Project Account ED0801 - RMS/IQOR Lease: Pope Block

SECTION 3.

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

SECTION 4.

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

SECTION 5.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: November 24, 2025

BY: Brett Boston
MEMBER OF CITY COUNCIL

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

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

AMENDMENT NO. 1 TO THE FACILITY SERVICES PROGRAM AGREEMENT BY AND BETWEEN CITY OF PUEBLO AND TOLIN MECHANICAL SYSTEMS COMPANY, LLC

This Amendment No. 1 to the Facility Services Program Agreement for The Pope Block Building ("Amendment No.1") is executed to be effective as of January 1, 2026, by and between the City of Pueblo, a Colorado Municipal Corporation ("City") and Tolin Mechanical Systems Company, LLC, a Delaware Corporation ("Contractor"). City and Contractor are sometimes referred to herein as a "Party" and collectively, as the "Parties."

WITNESSETH THAT:

WHEREAS, City and Contractor entered into that certain Facilities Services Program Agreement dated January 1, 2019 for Bid 18-084 (the "Agreement"); and

WHEREAS, City and Contractor desire to amend the Agreement pursuant to the provisions set forth herein.

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

1. The term of the Agreement shall be extended for five years, beginning on January 1, 2026, and continuing through and including December 31, 2030 ("Extended Term"). The annual Agreement price during the Extended Term shall be:

2026	2027	2028	2029	2030
$ 292,000.00	$ 300,809.00	$ 309,836.00	$ 325,330.00	$ 341,591.00

The annual Agreement price shall not be subject to adjustment during the Extended Term. After the Extended Term, the Agreement shall continue in effect from year to year unless either party gives thirty days written notice prior to the renewal date of their wish to discontinue.

2. Section 2(a) of the Agreement is amended to read as follows:

2a. Preventive Maintenance Supplies
Also included in the cost of the program are all required consumable maintenance supplies such as lubricants, coil cleaning solutions, chemicals, rags and oils; provided, however, the cost of the R22 refrigerant shall be divided as follows: The City will pay the difference between the cost of R22 refrigerant and a modern refrigerant with any required refrigerant fills. (Eg. If Contractor has to replace 50# of R22 and R22 is $1,500 and a modern refrigerant is $1,000, then the City would pay $500 and the Contractor would pay $1,000.).

3. Section 3 of the Agreement is amended to read as follows:

   3a. Emergency Service
   The primary design of this program along with all aspects of every activity performed is to minimize the incidence of emergency situations. However, when these situations occur and when requested by City, Tolin shall provide afterhours service outside the eight (8) hours a day, five (5) days a week, Monday – Friday time period at a reasonable and customary charge or alternatively City may separately perform or contract for such services.

4. Exhibit Ten-Special Services is deleted in its entirety. However, Tolin will still manage the sub-contractors when on site.

5. The Agreement is expressly made subject to the limitations of the Colorado Constitution. Nothing herein shall constitute, nor deemed to constitute, the creation of a debt or multi-year fiscal obligation or an obligation of future appropriations by the City Council of Pueblo, contrary to Article X, § 20 Colorado Constitution or any other constitutional, statutory or charter debt limitation. Notwithstanding any other provision of this Agreement, with respect to any financial obligation of the City which may arise under this Agreement in any fiscal year after 2026, in the event the budget or other means of appropriations for any such year fails to provide funds in sufficient amounts to discharge such obligation, such failure shall not constitute a default or breach of this Agreement, including any sub-agreement, attachment, schedule, or exhibit thereto, by the City.

6. Except as expressly modified by this Amendment No. 1, the Agreement shall remain in full force and effect. Except as modified by this Amendment No. 1, any obligations to be performed under the Agreement by either party are not waived nor excused in any manner but shall be performed in accordance with the terms and conditions of the Agreement as it existed prior to this Amendment No. 1.

7. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same document with the same effect as if all Parties had signed the same original. The Parties further agree that transmission of this Amendment by any electronic format, telecopy or via email in a PDF format, shall be deemed transmission of the original Amendment for all purposes. Electronic signatures shall be deemed valid and binding to the same extent as the original.

(SIGNATURE PAGE FOLLOWS)

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

CITY OF PUEBLO, A MUNICIPAL CORPORATION

By_____
Heather Graham, Mayor

Attest_____
Marisa Stoller, City Clerk

[SEAL]

TOLIN MECHANICAL SYSTEMS COMPANY, LLC

By_____
John Robeda, General Manager

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: RFP 18-084
Original Agreement dated October 26, 2018

REQUEST FOR PROPOSAL
COVER SHEET & SIGNATURE PAGE

Date: **August 31, 2018**

Project Number: **18-084**

Project Name: **Facilities Services Program for Pope Block Building**
(Project No. and Name must be shown on outside of submittal and on any email correspondence)

Submit Sealed Proposals to:
City of Pueblo
Purchasing Department
230 S. Mechanic Street
Pueblo, CO 81003
719-553-2350

Purchasing Contact:
Naomi Hedden, CPPO
Director of Purchasing
purchasing@pueblo.us
www.pueblo.us/purchasing

Mandatory Pre-proposal Meeting: There will be a Mandatory Pre-Proposal Meeting at 1:30 PM on September 12, 2018, at the Pope Block Building, 301 North Main Street, Pueblo, CO. The entrance is on the south side of the building facing the parking lot (red awning). Please have questions ready for review.

RFP Submission Deadline:
September 27, 2018, at 2:00 PM (MT)
Note: Late submittals will **not** be accepted. Purchasing Office hours are 7:00 AM to 4:00 PM. Proposers are responsible to ensure timely receipt within that time.

Project Manager:
John Vigil
jovigil@pueblo.us

Number of Copies To be Submitted: Five (5) hard copies: One unbound and untabbed copy, four **(4)** bound and tabbed copies (do not email or fax copies)

Purpose of Request for Proposal (RFP)

The purpose of this RFP is to solicit qualification and priced-based proposals from interested parties for the comprehensive facilities services operation of the City of Pueblo's Pope Block Building, located at 301 North Main Street, Pueblo, Colorado, 81003 in accordance with all the terms and conditions addressed more specifically in Section 3 - Scope of Service. The Proposer will be required to provide services for the technical systems and related portions of building maintenance as described herein. The intent of this service contract is to provide maximum reliability of the systems within the property through efficient operation and maintenance. Proposer shall furnish all personnel, supervision, management, insurance, labor, parts, tools, equipment, building improvements, and transportation, necessary to perform these services. A scored evaluation will be conducted for each submittal and award will be made to the Proposer whose proposal is determined to be the most advantageous to the City of Pueblo considering the evaluation factors set forth in Section 2.

Please be advised that electronic submissions (i.e. fax, emails, etc.) will not be accepted as a sealed proposal. **Proposers are urged to read the attached solicitation documents thoroughly before submitting a proposal**.

The City of Pueblo (City) reserves the right to reject any and all proposals for any or all items covered in the Request for Proposal, to waive informalities or defects in proposals or to accept any submittal as it shall deem to be in the best interest of the City. The procurement of these services shall be contingent upon appropriation of the necessary funds, and only after final approval and execution of an Agreement.

The City of Pueblo (City) provides all solicitations for interested parties to download free of charge via the Rocky Mountain E-Purchasing System (RMEPS) and on the City's website, www.pueblo.us/purchasing. Consultants can also choose to register with RMEPS to get notifications automatically emailed to them for a nominal annual fee. Additionally, interested parties may visit the Purchasing Office during normal working hours and request hardcopies of any current solicitation at the same cost allowed for CORA requests. Solicitation documents that are obtained from other bid websites cannot be authenticated for accuracy. **If the Proposer cannot verify that the RFP documents were obtained from either of these two websites or our office, we cannot guarantee the validity of the document and their proposal may be rejected.**

Please confirm how your document was obtained:

Downloaded from RMEPS ____ or City Purchasing Website ____ ; Hardcopy or email from Purchasing Office ____

The undersigned, having carefully read and considered the Request for Proposal (RFP) for the above referenced project, does hereby offer to provide such goods and services on behalf of the City in the manner described and subject to the terms and conditions set forth in the attached RFP. All Services will be provided at the rates set forth in submitted proposal or as negotiated by all involved parties.

Proposer acknowledges that the company is qualified to provide these types of Services. At any time during the selection and award process, the City may request information substantiating the indicated requirements. Failure to provide this information may result in a Consultant's proposal being declared non-responsive.

Proposer acknowledges and accepts that all components of and responses to this RFP will be included and become a part of the final agreement by reference.

The undersigned further states that this Proposal is made in good faith and that the prices offered were independently developed and are not founded on, or in consequence of, any collusion, agreement or understanding between themselves or any other interested party.

By signing below, Proposer certifies that he/she is an officer or duly authorized agent of the Proposer's firm with full power and authority to submit binding offers for the goods or services as specified.

MANDATORY – RETURN BOTH PAGES WITH YOUR RESPONSE. UNSIGNED PROPOSALS WILL BE CONSIDERED NON-RESPONSIVE AND REJECTED. RESPONDER MUST ATTACH A CERTIFICATE OF GOOD STANDING FROM THE STATE WHEREIN RESPONDER WAS ORGANIZED. (FOR COLORADO THE CERTIFICATE CAN BE DOWNLOADED AT: https://www.sos.state.co.us/biz/BusinessEntity Criteria.do.)

Authorized Signature (required)	Company Name
Printed Name	Address
Title	City, State, Zip
Office Phone Number	Cell Phone Number
Company Email Address	Fax Number

For clarification of this Proposal contact:
(If different from above)

Contact Name	Email Address
Phone Number	

TABLE OF CONTENTS

SECTION 1. ADMINISTRATIVE REQUIREMENTS & INFORMATION 1
1.1 Proposal Information, Requests for Clarification, and Addenda 1
1.2 Allegation of Misunderstanding 1
1.3 Omissions 1
1.4 Written Agreement 1
1.5 Colorado PERA 1
1.6 State-Imposed Mandates Prohibiting Illegal Aliens from Performing Work 1
1.7 Rejection of Proposal 2
1.8 Proposal Ownership/Confidentiality 2
1.9 Suspension/Debarment 3
1.10 Equal Opportunity 3
1.11 Statement of Noncommitment 3
1.12 Preparation of Proposals 3
1.13 Insurance Requirements 4

SECTION 2. EVALUATION, SELECTION OF SUCCESSFUL PROPOSAL AND CONTRACT AWARD 5

SECTION 3. OBJECTIVE, SCOPE OF SERVICE, AND MANDATORY REQUIREMENTS 6

SECTION 4. PROPOSAL FORMAT AND REQUIRED RESPONSES 17

EXHIBITS

A – Sample Agreement 19
B – PERA Questionnaire 25
C – Mechanical Systems Inventory of Equipment 26
D – Electrical Distribution Systems Inventory of Equipment 28
E – Plumbing Systems Inventory of Equipment 29
F – Fire, Life Safety Systems Inventory of Equipment 30
G – Emergency Power Generation Systems Inventory of Equipment 31
H – Uninterruptable Power Systems Inventory of Equipment 32
I – Elevator Systems Inventory of Equipment 33
J – Air Filter Services 35
K – Water Treatment Services 36

SECTION 1. ADMINISTRATIVE REQUIREMENTS & INFORMATION

1.1 Proposal Information, Requests for Clarification, and Addenda

All proposal solicitation documents are posted on the City's Purchasing Department website and on Rocky Mountain E-Purchasing System. Any changes or revisions to our published solicitation documents will be through written addendum posted on both of these websites. It is entirely the Proposer's responsibility to check the City Purchasing website (www.pueblo.us/purchasing) for any Addenda that may be available.

It is also the Proposer's responsibility to make email, written or fax inquiries concerning this solicitation to obtain clarification of requirements; however, inquiries made by electronic mail are preferred. All inquiries must be made to the Purchasing Contact (with a "cc" to the Project Managers) listed on the first page of the RFP at least four (4) days prior to the date of submittal openings and must indicate the Project Number on the subject line.

1.2 Allegation of Misunderstanding

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

1.3 Omissions

Should the City omit anything from the RFP which is necessary for a clear understanding of the work, or should it appear that various instructions are in conflict, the Proposer submitting the Proposal shall secure clarification from the Project Manager or Purchasing Contact at least four (4) business days prior to the time of the opening date given above.

1.4 Written Agreement

The selected firm shall be required to enter into an agreement with the City after the successful selection and award. Such agreement will be in a form either written or approved by the City's Law Department. The firm will be required to comply with all applicable Federal and State Standards, orders and regulations. Signature on the RFP Response Cover Sheet & Signature Page shall serve as an acknowledgement that the proposer is willing to enter into the referenced agreement with the City if their Proposal is accepted. (Sample attached as Exhibit A.)

1.5 Colorado PERA Questionnaire

The Proposer shall fill out the questionnaire attached as Exhibit B and submit the completed form to the City as part of the proposal whether PERA applies to them or not. In accordance with this PERA form, and if this applies to the Proposer, the Proposer shall reimburse the City for the full amount of any employee contribution required to be paid by the City to the Public Employees' Retirement Association ("PERA") for salary or other compensation paid to a PERA retiree performing contracted services for the City under this Agreement.

1.6 State-Imposed Mandates Prohibiting Illegal Aliens From Performing Work

By signing the Request for Proposal Cover Sheet and Signature Page, the Proposer acknowledges that they have read the following information and agrees that they are in compliance with these provisions.

1.6.1 At or prior to the time for execution of this Contract, Proposer shall submit to the Purchasing Agent of the City its certification that it does not knowingly employ or contract with an illegal alien who will perform work under this Contract and that the Proposer will participate in either the "E-Verify Program" created in Public Law 208, 104th Congress, as amended and expanded in Public law 156, 108th Congress, as amended, that is administered by the United States Department of Homeland Security or the "Department "Program" established pursuant to §8-17.5-102(5)(c), C.R.S. that is administered by the Colorado Department of Labor and Employment in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Contract.

1.6.2 Proposer shall not:

1.6.2.1 Knowingly employ or contract with an illegal alien to perform work under this Contract;

1.6.2.2 Enter into a contract with a subcontractor that fails to certify to Proposer that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract.

1.6.3 The following state-imposed requirements apply to this Contract:

1.6.3.1 The Proposer shall have confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Contract through participation in either the E-Verify Program or Department Program.

1.6.3.2 The Proposer is prohibited from using either the E-Verify Program or Department Program procedures to undertake pre-employment screening of job applicants while this contract is being performed.

1.6.3.3 If the Proposer obtains actual knowledge that a subcontractor performing work under this Contract knowingly employs or contracts with an illegal alien to perform work under this Contract, the Proposer shall be required to:

a) Notify the subcontractor and the Purchasing Agent of the City within three (3) days that the Proposer has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

b) Terminate the subcontract with the subcontractor if, within three (3) days of receiving the notice required pursuant to subparagraph 1.8.3.3 (a) above, the subcontractor does not stop employing or contracting with the illegal alien; except that the Proposer shall not terminate the contract with the subcontractor if, during such three (3) days, the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

c) The Proposer is required to comply with any reasonable request by the Colorado Department of Labor and Employment (hereinafter referred to as "CDLE") made in the course of an investigation that CDLE is undertaking pursuant to its authority under §8-17.5-102(5), C.R.S.

1.6.3.4 Violation of this Section by the Proposer shall constitute a breach of contract and grounds for termination. In the event of such termination, the Proposer shall be liable for City's actual and consequential damages.

1.6.3.5 Nothing in this Section shall be construed as requiring the Proposer to violate any terms of participation in the E-Verify Program.

1.7 Rejection of Proposal

No Proposal shall be accepted from, or contract awarded to, any person, company or corporation that is in arrears to the City, upon debt or contract or that is a defaulter, as surety or otherwise, upon any obligation to the City, under suspension or debarment, or that may be deemed irresponsible or unreliable by the City. Proposers may be required to submit satisfactory evidence that they have the necessary financial resources and experience to perform and complete the work outlined in this RFP. The City reserves the right to request any additional information as needed to make a sound evaluation decision.

1.8 Proposal Ownership/Confidentiality

All Proposals, including inquiries, correspondence, attachments, supplementary materials, addenda, etc. shall become the property of the City and will not be returned to the Proposer. Each bid shall be open to public inspection, except to the extent the bidder designates trade secrets, or other proprietary data to be confidential. The Proposer must state specifically what elements of the proposal are to be considered confidential or proprietary and must state the statutory basis for the request under the Colorado Open Records Act (CORA). Material so designated shall accompany the bid and each page shall be clearly marked and readily separable from the bid in order to facilitate public inspection of the non-confidential portion of the bid. The City shall endeavor to restrict distribution of the material designated as confidential to only those individuals involved in the review and analysis of the bids. However, bidders are cautioned that materials designated confidential may nevertheless be subject to disclosure to any citizen under CORA, §24-72-201 et. seq., C.R.S.

Any information that will be included in any resulting contract cannot be considered confidential. **Proposals that are copyrighted or marked "CONFIDENTIAL" in their entirety will be rejected and not receive consideration for award.**

1.9 Suspension/Debarment

Proposer acknowledges that as of the solicitation submittal date, neither the Proposer, nor its subcontractor(s), is (a) debarred, suspended, or subject to any proceeding for debarment or suspension with a final determination still pending; declared ineligible or voluntarily excluded (as such terms are defined in any of the Debarment Regulations) from participating in procurement or non-procurement transactions with any Federal, State, or City government department or agency pursuant to any of the Debarment Regulations, or (b) indicted, convicted or had a Judgment rendered against the Proposer, or its subcontractor(s) for any of the offenses listed in any of the Federal, State, or City's Debarment Regulations and no event has occurred and no condition exists that is likely to result in the debarment or suspension of the Proposer, or its subcontractor(s), from contracting with the City of Pueblo, Federal or State government, or any agency or instrumentality thereof.

1.10 Equal Opportunity

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

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

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

1.11 Statement of Noncommitment

All costs related to the preparation of the proposals and any related activities are the sole responsibility of the Proposer. The City assumes no liability for any costs incurred by Proposers throughout the entire selection process or should the project be cancelled. Issuance of this RFP does not commit the City to award a contract. The City reserves the right to reject any or all proposals and to readvertise should the need arise. All proposals will become property of the City.

1.12 Preparation of Proposals

The proposal MUST be signed by the Proposer as an officer of the company legally authorized to bind the company contractually. Signature must appear on the RFP Cover Sheet and Signature Page of this solicitation, signed in ink, preferably blue. Signature on this referenced form shall serve as acknowledgment that the Proposer is willing to enter into an agreement with the City and be governed by the Terms and Conditions set forth within this solicitation if their Proposal is accepted. Proposer acknowledges and accepts that all components of and responses to this RFP will be included and become a part of the final agreement.

Failure to read the RFP and these instructions will be at the Proposer's own risk. The person signing the Proposals must initial all corrections in ink. Corrections and/or modifications received after the specified solicitation closing time will not be accepted.

When approximate quantities or dollar amounts are stated, the City reserves the right to increase or decrease the quantity and/or amount as best fits its needs. No service shall be performed or become due unless a Written Agreement or Purchase Order shall first have been issued by the City's Purchasing Department.

1.13 Insurance and Indemnity

1.13.1 Proposer agrees that it shall procure 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 personal injury including bodily injury, sickness or disease or death of any of its employees or of any person other than its employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom; and such insurance will provide for coverage in such amounts as set forth below.

1.13.2 The minimum insurance coverage which Proposer shall obtain and keep in force is as follows:

1.13.2.1 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 Client.

1.13.2.2 Commercial General Liability Insurance issued to and covering the liability of Proposer with respect to all work performed by Proposer and its subcontractors and subcontractors under this Agreement, to be written on a Commercial General Liability policy form CG 00 01, with coverage limits of not less than One Million and No/100 Dollars ($1,000,000) per person and occurrence for personal injury, including but not limited to death and bodily injury, and One Million and No/100 Dollars ($1,000,000) per occurrence for property damage. This CGL policy shall be endorsed naming the Client, its officers, agents and employees as additional insureds. This CGL policy shall also provide coverage for contractual liability assumed by Proposer under the provisions of this Agreement. This coverage shall include, but is not limited to:

- Premises and Operations Coverage
- Independent Contractor's Contingent Coverage
- Contractual Liability covering liabilities assumed under this Contract
- Products and Completed Operations Coverage
- Coverage for Explosion
- Broad Form Property Damage Liability Endorsement

1.13.2.3 Employer's Liability Insurance with limits of not less than $100,000 each accident, $100,000 each person by disease, and a policy limit of $500,000 by disease.

1.13.2.4 Umbrella / Excess Liability Insurance at least as broad as the required under-lying coverages, with a minimum limit of liability of $4,000,000 per occurrence.

1.13.2.5 Blanket Employee Dishonesty Bond in the amount of $100,000 covering all Proposer's employees.

1.13.2.6 Comprehensive Automobile Liability Insurance effective during the period of the Agreement, and for such additional time as work on the Project is being performed, written with limits of liability for injury to one person in any single occurrence of not less than $350,000 and for any injury to two or more persons in any single occurrence of not less than $1,000,000. This insurance shall include uninsured/underinsured motorist coverage and shall protect the Proposer from any and all claims arising from the use both on and off the Project site of motor vehicles, including any automobiles, trucks, tractors, backhoes and similar equipment whether owned, leased, hired or used by Proposer.

1.13.3 Any and all deductibles in the above described insurance policies shall be assumed by, for the account of, and at Proposer's sole risk and expense. All policies shall contain provisions that no cancellation shall become effective without 30 days written notice having been given to the City, except 10 days' notice for cancellation due to non-payment of premiums.

1.13.4 Proposer agrees to hold harmless, defend and indemnify Client from and against any liability to third parties, arising out of negligent acts or omissions of Proposer, its employees, subcontractors and Consultants.

SECTION 2. EVALUATION, SELECTION OF SUCCESSFUL PROPOSAL AND CONTRACT AWARD

The City reserves the right to make an award on receipt of initial proposals. Proposers are encouraged to submit their most favorable proposal at the time established for receipt of proposals.

Proposals will be opened at the City's Purchasing Office then presented to the appointed selection committee for evaluation. Selection will be determined by the apparent capability of Proposer to meet all the requirements that best meet the needs of the City. The decision of the City's selection committee shall be final and conclusive. Award will be by means of a written Notice of Award to the selected Proposer.

The selection of the successful Proposer will be made by a committee comprised of City staff and any designated industry experts assigned by the City. The Proposer will be required to enter into an agreement with the City to establish and manage the Facilities Services Program. The City shall be the sole judge in determining how the evaluation process shall be conducted and what Proposals shall be considered for award as deemed to be in the best interest of the City.

The City may conduct such investigations, as the City considers necessary to assist in the evaluation of any proposal to establish the responsibility, qualifications and financial ability of any potential Proposers to perform the services specified under this RFP within the prescribed time and area.

The evaluation criteria noted below will be used to evaluate qualified proposals received by the City for the operation the FSP. Based on the evaluation process, a rank ordered list of responsive Proposers will be established. The Proposers shall be rank ordered with the first ranked qualified Proposer being considered the most responsive and the second ranked qualified Proposer being considered the second most responsive. This process shall be continued until all qualified Proposers have been rank ordered.

Evaluation Criteria**.** The Selection Committee shall evaluate proposals based upon an overall best value. After reviewing the submitted proposals, the Selection Committee will evaluate and select the Proposer to provide the required services based on the completed Proposal responses, contingent upon contract award by City Council. The Selection Committee will determine how the evaluation process shall be conducted and what RFP is deemed to be in the best interest of the City. The final decision will be made by the City of Pueblo.

The selection process shall be based on a comparative analysis of the following:

- 35% - Annual Project Cost
- 25% - Professional qualifications and experience
- 20% - Scope and responsiveness of Proposal
- 20% - Project Approach

Interviews**.** Submittals will be reviewed and the committee will select a preliminary list of submitting companies whose submissions appear to satisfy the requirements of this request. If the top ranked proposal is not selected based on a considerably higher score, preliminary listed firms will be notified of their selection and may be invited to personally interview, which will be scheduled as soon as possible after sufficient review of each submittal. Invited companies' key staff, including the proposed project manager must be in attendance at the interview. Only companies with a score of 75% or higher will be considered for award. The contract will be awarded upon reaching an agreement on a final work plan and price. If an appropriate agreement cannot be reached with the highest ranked Proposer, the second ranked Proposer will be approached, and so on.

Waiver and Release. By submitting a Statement of Qualifications (SQ), the Proposer authorizes the City to obtain information concerning Proposer's performance on other similar operations it has engaged in during the prior five (5) years, including those identified in the submission and those not so identified, of which the City may become aware. By submitting its SQ, the Proposer and sub-contractors also waives and releases all claims against owners, and their agents and representatives, relating to or arising from the furnishing of such information to the City concerning the Proposer's performance at facilities. In order to effectuate the intent of this clause, each Proposer may be required by City to execute information release authorization forms, which specifically release all information providers from all claims that arise from or relate to the information provided.

SECTION 3. OBJECTIVE, SCOPE OF SERVICE, AND MANDATORY REQUIREMENTS

3.1 Objective.

The City of Pueblo (City) is requesting qualification and priced-based proposals from interested parties for the comprehensive facilities services operation of the City of Pueblo's Pope Block Building, located at 301 North Main Street, Pueblo, Colorado, 81003 in accordance with all the terms and conditions addressed herein. Proposer shall furnish all personnel, supervision, management, insurance, labor, parts, tools, equipment, materials, building improvements, utilities, and/or transportation, necessary to perform these services.

3.2 Term.

The term of this Agreement shall be honored for five (5) consecutive years. The Agreement may be renewed in successive one-year periods by a written addendum signed by both parties.

3.3 Scope of Service.

The awarded Contractor will be required to provide services for the technical systems and related portions of building maintenance as more specifically described below. The intent of this service contract is to provide maximum reliability of the systems within the property through efficient operation and maintenance.

3.3.1 Staffing.

Contractor shall employee one (1) Utility Engineer to work eight hours per day, five days per week, 52 weeks per year (excluding vacations, sick days, and legal holidays observed by the City). The Utility Engineer will remain on-site during the hours that the building is opened for business and must be trained by the Contractor and qualified to insure efficient and safe operation of systems and perform general maintenance services. The responsibilities of the on-site Utility Engineer shall consist of, but not be limited to, the following tasks:

3.3.1.1 Respond to tenant's comfort complaints in a timely and responsive manner.

3.3.1.2 Provide proper operation of mechanical equipment and systems.

3.3.1.3 Maintain operating logs for major equipment on site.

3.3.1.4 Maintain a complete set of Operations and Maintenance manuals on site.

3.3.1.5 Analyze utility costs and energy usage; make adjustments and recommendations to minimize utility costs.

3.3.1.6 Observe work performed by other sub-contractors to assure compliance with their scope of work.

3.3.1.7 Maintain cleanliness of all mechanical and equipment rooms.

3.3.1.8 Operation of existing building automation and fire alarm systems.

3.3.1.9 Perform general carpentry, painting and other building maintenance functions normally a part of commercial building operation.

3.3.1.10 Perform general maintenance functions.

3.3.1.11 Adjust doors, closures and locks; replacement of locks if needed.

3.3.1.12 Replacement of ceiling tiles and light bulbs.

3.3.1.13 Respond to requests and needs of building management personnel.

3.3.1.14 Carry out such other tasks as may be assigned from time-to-time by mutual agreement of the parties to the awarded contract.

3.3.2 Management and Administration.

3.3.2.1 Administration. Contractor shall furnish all administrative services for their on-site personnel. This includes such items as time sheets, payroll, provisions and administration of company benefits and billing. Contractor shall also furnish administrative personnel to act as liaison for such items as billing, inquiries, employee issues and manpower needs.

The monthly billing rate of this agreement includes wages, health and welfare benefits, pension, vacation, Worker's Compensation, State and Federal Unemployment, FICA Withholding, and Uniforms. Contractor shall be responsible for payment of above costs as an independent contractor.

3.3.2.2 Management. Contractor shall assign a competent, experienced and trained supervisor to actively supervise the Facility Services Program (FSP). This supervisor shall be committed to the oversight of this program and shall be available for emergency responses as operating conditions require. Contractor is responsible for furnishing all on-site supervision and work direction for their operations and maintenance functions.

The supervisor assigned by Contractor shall coordinate all policy and procedures for the Facility. This responsibility includes operational changes and requirements, all support for Performance Reports and the continuous review of performance indicators such as energy audits, maintenance and repair audits, as well as work request procedures.

3.3.2.3 Training. Contractor shall be responsible to furnish all necessary training for their personnel to assure maintenance, operation and repair for the equipment and systems as described herein. Contractor will also supply the required safety training of their personnel to meet the safety requirements of the facility.

All training and certification of personnel shall be supervised by Contractor. All costs associated with the required licensing and certification shall be the sole responsibility of the Contractor.

3.3.3 Documentation.

Contractor shall be responsible to develop, implement and update all documentation and reporting requirements required for FSP. This documentation shall include the following

3.3.3.1 Preventative/Predictive Maintenance Records. Contractor will develop and implement all maintenance procedures and records.

3.3.3.2 Inspection Records. Equipment repair history shall be maintained by Contractor for all repairs and adjustments performed.

3.3.3.3 Equipment Repair History. Equipment repair history shall be maintained by Contractor for all repairs and adjustments performed.

3.3.3.4 Shift Reports. A shift report system shall be designed and utilized by Contractor to furnish specific schedules for the on-site personnel. These reports shall provide hourly schedules for tasks and facility tours.

3.3.3.5 Work Requisition System. A work requisition system shall be utilized by Contractor to furnish a method to record and track all pending service requests.

3.3.3.6 Log Sheets. Specific log sheets shall be utilized by Contractor for all appropriate equipment. These logs shall specify when readings are taken and what conditions to observe. Logs shall be generated for chillers, fan rooms, electrical equipment, mechanical equipment and all other critical systems.

3.3.3.7 Operating Procedure. An operating procedure shall be utilized by Contractor for the requirements which exist within the facility as directed. The operating procedures shall include the required procedure in case of fire alarm, power failure, security problems and medical emergency.

3.3.3.8 Energy Analysis. An energy analysis program shall be utilized by Contractor to analyze energy consumption and costs comparison of actual results over the facility's operating history.

3.3.3.9 Test Reports. All test reports shall be kept on file and available for review by the City. These reports will include the following records as applicable: Water Treatment Tests, Indoor Air Quality, Infrared Scan, Fire Life Safety, Eddy Current, Oil Analysis, Vibration Analysis, Generator Load Tests and Energy Reviews.

3.3.4 Mechanical Systems.

Contractor shall provide the following services for the City's systems comprised of the equipment listed on the attached Mechanical Systems Inventory of Equipment (Exhibit C).

3.3.4.1 System Operational Analysis. Jobsite labor, travel, vehicle and living expenses necessary to test existing operation and performance characteristics of the equipment as described herein shall be included in program cost. Inspections in the form of non-destructive testing, vibration and noise monitoring, chemical analysis as well as routine visual inspections will be performed to ensure that the systems are in proper operating condition and to identify any potential system failures. The following inspections typify these services as applicable:

- Visually inspect fan assemblies, belts and sheaves, motor mounts and vibration pads, electrical connections and contactors, heating and cooling coils, filter media and racks, sight glass condition, bearings, spray nozzles and pans, igniter and flame assembly, heat exchangers, compressor sections, condensing sections, heating sections, humidifiers and strainers, seals and packing, condensate drains and pans, flame composition and crankcase heaters
- Mechanically check and/or test lubrication requirements, oil sump, heaters and temperatures, starter operation, water flows, alignment on couplings, motor operating conditions, suction and discharge pressures, flow switch operation, control interlocks, flue stack assembly, damper operation, external interlocks, motor voltage and amperages, refrigerant charges, system leaks, oil and fluid levels, pressures and temperatures, outside air intakes and refrigerant pump down

3.3.4.2 Predictive and Preventative Maintenance. Jobsite labor, travel, vehicle and living expenses necessary to perform predictive and preventive maintenance as described herein shall be included in program cost. These services are essential to insure efficient operating conditions and extended equipment life. Preventive Maintenance working in tandem with Predictive Maintenance is performed to detect early signs of deteriorating performance and to predict potential system failures. Preventive Maintenance is performed on an ongoing basis and is scheduled with little or no equipment downtime with its primary objective aimed at system durability, reliability, efficiency and safety. The following tasks typify these services as applicable:

- Calibration of temperature controls, operating controls, humidity and pressure controls, transmitter and receiver gauges and economizer controls
- Adjustment of refrigerant charge, purge systems, superheat, damper and valve linkages, unloaders, belt tensions, fan rpm's, chemical feed equipment, gas pressure regulators, combustion air ratios, set points, ignitor and flame rod assembly and sump floats
- Alignment of open drive couplings, belt sheaves, pulleys, coil fins and belt drives
- Vibration of damper linkages, fan bearings, axial vane drives, pumps and motors
- Secure and tighten motor terminals, control terminals, piping clamps, line fittings, mounting hardware, electrical connections, equipment panels, motor mounts, vibration pad nuts and bolts and damper sections
- Cleaning of control devices, electrical contactors, condenser and evaporator coils, fan blades and impellers, pilot and burner orifices, heat exchangers, ignitors, chiller and boiler tubes, tower basins, sumps and floats, baffles and fill, nozzles and passages, equipment areas and burner orifices
- Painting and surface preparation as required (to help prevent corrosion and deterioration of exterior equipment surfaces)

3.3.4.3 Corrective Maintenance. Jobsite labor, travel, vehicle and living expenses necessary to perform corrective maintenance for the system(s) as described herein shall be included in program cost. Corrective maintenance includes repairing or removing and replacing broken, worn, or doubtful components of the systems to allow the systems to continue to operate at their most efficient levels. The following services are provided when required.

- Parts, Components and Materials: Contractor will repair or replace worn or failed components and parts covered under this agreement necessary to keep the system(s) in efficient operating condition
- All parts, materials, devices, components, and equipment furnished under this agreement shall meet and/or exceed the quality and specifications in accordance with acceptable industry standards
- Included in the cost of the program is all required consumable maintenance supplies such as lubricants, coil cleaning solutions, chemicals, rags and oils
- Repair and replacement labor shall include labor and all associated costs for diagnosis, repair and replacement of parts and components as required to assure reliable system(s) operation
- Emergency service includes regular and overtime labor cost to provide on-call service 24 hours per day, 7 days per week, 52 weeks per year including holidays is included to minimize downtime and inconvenience
- Excluded items shall be considered non-maintainable items such as: main power service, electrical conduit, wiring, heat exchangers, cabinet, storage tank, tube bundles, ductwork, piping, coils, boiler shell and structural supports

3.3.5 Electrical Distribution Systems. Contractor shall provide the following services for the City's system(s) comprised of the equipment listed on the attached Electrical Distribution System(s) Inventory of Equipment (Exhibit D).

3.3.5.1 Electrical Distribution System(s) Operational Analysis. Jobsite labor, travel, vehicle and living expenses necessary to test and inspect system(s) to ensure that the system(s) are in proper operating condition as described herein shall be included in program cost. The following inspection typifies these services as applicable:

- Visually inspect main switchgear, circuit breakers, meters, bus duct, motor control centers, starters, pilot lights, distribution panels, and disconnects
- Physically check and/or test hardware for tightness, interlocks, wiring connections, ground system(s) condition, device damage or cracks, starter/indicator lamps, carbonization, moisture or deterioration, and noise and vibration

3.3.5.2 Electrical Distribution System(s) Predictive and Preventive Maintenance. Jobsite labor, travel, vehicle and living expenses necessary to perform predictive and preventive maintenance for the system(s) as described herein shall be included in program cost. The following tasks typify these services as applicable:

- Clean motor control centers, selector switches, operating mechanisms, and cabinets
- Tighten connections, contacts and terminal screws, etc.
- Calibrate all sensing, monitoring, output, and read out devices for proper ranges, and settings
- Record oil levels, pressure readings, temperature readings, panel meter voltage and current values
- Lubricate equipment as needed to permit all contact wearing points to operate fully
- Adjust all linkages that have drifted from the initial design setting and positions

- Perform complete infrared scan for all major electrical distribution systems to identify problem areas and phase imbalances

3.3.5.3 Electrical Distribution System(s) Corrective Maintenance. Jobsite labor, travel, vehicle and living expenses necessary to perform corrective maintenance for the system(s) as described herein shall be included in program cost. Corrective maintenance service includes:

- Replace or replacement of parts, components and materials to keep the system in efficient operation condition

- Labor and all associated costs for diagnosis, repair and replacement of parts and components as required to assure reliable system operation

- Overtime labor to provide on-call service 24 hours per day, 7 days a week, 52 weeks per year to minimize downtime and inconvenience

- Excluded items shall be considered raceways, lamps, ballast and bus ducts

3.3.6 Plumbing Systems. Contractor shall provide the following services for the City's system(s) comprised of the equipment listed on the attached Plumbing System(s) Inventory of Equipment (Exhibit E).

3.3.6.1 Plumbing System(s) Operational Services. Jobsite labor, travel, vehicle and living expenses necessary to perform the maintenance services as described herein shall be included in program cost. The following tasks typify these services as applicable:

- Mechanically check for leaks, device operation, alignment, excessive vibration, clearances, pressure and thermal controls, bearings, ejectors, condensate traps, and fluid levels on drain back system(s)

- Inspect for leaks, drain flow, damaged or missing components, water passages, impellers for corrosion, wear, pitting, operating of discharge valves, packing, meters, sight glasses, fittings, drains and base plates

- Clean components to allow functions as designed, backflow preventer and surrounding area, exterior of pumps, units and piping, strainers, pilot valves, vents, traps and orifices

- Test and calibrate check valve operation of backflow prevention, alignment of pumps, linkages, valves, sensing devices for output and proper ranges, and drain flows

3.3.6.2 Plumbing System(s) Corrective Maintenance. Jobsite labor, travel, vehicle and living expenses necessary to perform corrective maintenance for the system(s) as described herein shall be included in program cost. Corrective maintenance services include:

- Repair or replacement of parts, components and materials to keep the system(s) in efficient operation condition

- Labor and all associated costs for diagnosis, repair and replacement of parts and components as required to assure reliable system(s) operation

- Overtime labor to provide on-call service 24 hours per day, 7 days per week, 52 weeks per year to minimize downtime and inconvenience.

- Excluded items shall be considered casting, porcelain components, valves, faucets, piping and grease traps.

3.3.7 Fire, Life Safety Systems. Contractor shall provide the following services for the City's system(s) comprised of the equipment listed on the attached Fire Life Safety System(s) Inventory of Equipment (Exhibit F).

3.3.7.1 Fire Life Safety System(s) Operational Services. Jobsite labor, travel, vehicle and living expenses necessary to perform any needed maintenance for the system(s) as described herein shall be included in program cost. The following tasks typify these services as applicable:

- Perform one 100% test and inspection of all fire alarm system(s) and one 100% cleaning of all the smoke detectors located within the facilities described in this agreement, as required under 1997 Uniform Fire Code observed by local jurisdictional authority (Pueblo, Colorado Fire Department). Fire alarm system(s) inspections consist of the following:
    - All functions of the system(s), including operation of the various alarm and trouble modes for which it is designed (e.g. open circuits, grounded circuits, power outage, etc.) shall be tested in accordance with manufacturer's instructions
    - Check back-up batteries for proper voltage, charger voltage and capacity
    - Verify remote annunciators for proper operation and confirm proper identification
    - Visual and functional test of all peripheral devices listed on the inventory of equipment
    - Testing of all indicating appliances (Horns/Strobes/Speakers)
    - Verify operation of fire alarm system(s) monitoring transmitter (Digital Alarm Communicating Transmitter), in accordance with manufacturer's instructions
    - Perform fire pump annual system(s) test, record hydrostatic pressure, and record water pressure drop. Verify pump operation. Verify and operate valves
    - Clean smoke detectors from dirt, duct or debris. Cleaning of 50% of smoke detectors will be done on an annual basis in conjunction with one of the semi-annual fire alarm tests and inspections

3.3.7.2 Fire Life Safety System(s) Corrective Maintenance. Travel and job site labor including vehicle and living expenses necessary to perform corrective maintenance for the Fire Life Safety System(s) shall be included in the cost of the program. Corrective maintenance services include:

- Repair or replacement of parts, components and materials to keep the system(s) in efficient operating condition
- Labor and all associated costs for diagnosis, repair and replacement of parts and components as required to assure reliable system(s) operation
- Overtime labor to provide on-call service 24 hours per day, 7 days per week, 52 weeks per year to minimize downtime and inconvenience
- Excluded items shall be considered program or time changes, sprinkler system(s), flow and tamper switches and fault caused due to construction

3.3.8 Emergency Power Generation Systems. Contractor shall provide the following services for the City's system(s) comprised of the equipment listed on the attached Emergency Power Generation System(s) Inventory of Equipment (Exhibit G).

3.3.8.1 Emergency Power Generation System(s) Operational Services. Travel and job site labor including vehicle and living expenses necessary to perform maintenance for the Fire Life Safety System(s) shall be included in the cost of the program. The following tasks typify these services as applicable:

- Electrical System(s): All cables will be checked, cleaned and tightened as required. External battery charger and/or battery charging alternator will be inspected and tested for proper operation. Control panel, control components, warning system(s) and emergency shutdowns will be checked for proper operation
- Fuel System(s): A fuel analysis will be performed. Fuel lines shall be checked for leaks and all fuel filters replaced. The diesel day tank shall be checked for proper operation

- Engine: All spark plugs to be cleaned and adjusted or replaced when necessary. Injectors to be checked. Ignition condensers and points to be adjusted and cleaned or replaced, when necessary. Where needed, the equipment will be lubricated
- Lubrication System(s): Change lube oil and filters
- Cooling System(s): Check entire system(s) for the proper chemical balance of rust inhibitor and anti-corrosive additives. Replace anti-freeze as required. All hoses, hose clamps, belts and jacket water heater connections will be inspected
- Air System(s): Inspect complete air intake and exhaust system(s) including louver/shutters for correct operation. Change engine air filter as required
- Exhaust System(s): Open and drain condensation traps. Check for any exhaust restrictions, inspect system(s) for leaks and check all mounting hardware, and tighten as necessary
- Generator Set: Manually operate generator set at NO LOAD and verify that generator is producing rated AC voltage and frequency and that all control panel instruments and gauges are functioning
- Transfer Switch: Inspect and test transfer switch to ensure that it automatically starts the generator and is transferring properly
- General: Visually inspect for any coolant or exhaust leaks, vibration isolators, duct work, weatherproof enclosures, worn and/or rubbing parts and components

3.3.9 Uninterruptable Power Systems. Contractor shall provide the following services for the City's system(s) comprised of the equipment listed on the attached Uninterruptable Power Systems(s) Inventory of Equipment (Exhibit H).

3.3.9.1 Uninterruptable Power System(s) Operational Services. Travel and job site labor including vehicle and living expenses necessary to perform the maintenance services as described herein shall be included in the cost of the program. As customized for the City's system(s) the following tasks typify these services as applicable:

- Perform visual inspections of equipment including sub-assemblies, wiring harness, contacts, cables, terminals, insulation, breakers, ground and neutral bars
- Mechanically check boards for signs of overheating, power caps for swelling or leaks, D.C. capacitors' vent caps, inverter and rectifiers for burned or broken wires, D.C. cap deck fuses for continuity, proper settings, and proper clearances
- Record adjustments, input voltages, output voltages, load current per phase, KVA load, ground current, and neutral current
- Verify EPO lamp operation, EPO functions, DC power supply outputs are within ranges, monitor required values, and operation of alarm sequences

3.3.9.2 Corrective Maintenance. Travel and job site labor including vehicle and living expenses necessary to perform corrective maintenance for the system(s) shall be included in the cost of the program. Corrective maintenance services include:

- Repair or replacement of parts, components, and materials to keep the system(s) in efficient operating condition
- Labor and all associated costs for diagnosis, repair and replacement of parts and components as required to assure reliable system(s) operation
- Overtime labor to provide on-call service 24 hours per day, 7 days per week, 52 weeks per year to minimize downtime and inconvenience
- Excluded items shall be considered batteries

3.3.10 Elevator Systems. Contractor shall provide the following services for the City's system(s) comprised of the equipment listed on the attached Elevator System(s) Inventory of Equipment (Exhibit I).

3.3.10.1 Elevator System(s) Operational Services. Travel and job site labor including vehicle and living expenses necessary to perform the maintenance services for the system(s) as described herein shall be included in the cost of the program. The following tasks typify these services as applicable:

- Examine the elevator equipment for optimum operation
- Examination, lubrication and adjustment will cover the following components:
    - Control and landing positioning systems signal fixtures
    - Machines, drives, motors, governors, sheaves and wire ropes Power units, pumps, valves and jacks
    - Car and hoistway door operating devices and door protection equipment loadweighers, car frames and platforms and counter weights
    - Safety mechanism
    - Lubricate equipment for smooth and efficient performance
    - Adjust Elevator parts and components to maximize performance and safe operation
    - Periodic Safety testing in accordance with those annual and five (5) year testing requirements as outlined in the American National Safety Code for Elevators and Escalators, ANSI A 17.1

3.3.10.2 Corrective Maintenance. Travel and job site labor including vehicle and living expenses necessary to perform corrective maintenance for the system(s) shall be included in the cost of the program. Corrective maintenance services include:

- Repair or replacement of parts, components, and materials to keep the system(s) in efficient operating condition
- Full coverage parts, repair and replacement for all components are limited to coverage inclusions by Elevator Sub-Contracted service provided
- Contractor Mechanical Systems repair and replacement liability will be limited to that of the Sub-Contract provider and Agreement put in place to maintain, operate and service the building elevators
- Elevator Sub-Contract available for review upon request for full coverage details
- Labor and all associated costs for diagnosis, repair and replacement of covered parts and components as required to assure reliable system(s) operation during normal business hours
- On overtime service request or repairs, the City will be responsible for all labor cost including travel time, travel expenses and time spent on the job; cost will be billed at standard overtime rates by Sub-Contracted vendor

3.3.11 Air Quality Services. Specifications, price and performance of Air Quality Services will be provided only upon the City's request and shall not be included as part of this Request for Proposal.

3.3.12 Tools and Equipment. Contractor shall provide all tools, instruments, gauges, ladders, etc. necessary to perform all maintenance and repair tasks at no additional cost to the City. However, the City does have some tools, supplies and equipment on the premises of the job site and acknowledges that the Contractor may use any of the City's tools, supplies, and equipment as are available on site upon the execution of a Service Agreement. Contractor shall create and maintain separate inventory lists of the City's and the Contractor's tools, equipment and supplies immediately upon execution of a Service Agreement.

3.3.13 General Conditions.

3.3.13.1 The City shall allow only Contractor's designated personnel to perform the scope of work included in the FSP. The City shall allow access to areas and permit Contractor to start and stop the equipment as mutually scheduled. All planned work under the FSP will be performed during Contractor's normal working hours unless specifically stated otherwise herein.

3.3.13.2 Any extra work, including trouble calls made at the City's request which indicate a condition which is not covered by the FSP will become an extra charge over the annual Agreement price. Prior to any work being done not covered by the FSP, the Contractor must obtain from the City a written request of additional work and approval of additional cost.

3.3.13.3 Contractor is not responsible for loss or damage caused by unavailability of equipment, components or material for whatever reasons, including forces of nature, inaccessibility to premises, negligence by the City or others, inadequate system design, vandalism or other causes beyond Contractor's control.

3.3.13.4 This Agreement does not cover repairs or replacement of items normally non-maintainable such as main power service, conduit, wiring, heat exchangers, cabinets, storage tanks, tube bundles, ductwork, piping, coils, boiler shell and structural supports. Contractor is not required to move or modify in any way the building structure or any part thereof in order to carry out the FSP.

3.3.13.5 Contractor is not responsible for design of the system, obsolescence, safety tests, removal and reinstallation of valve bodies and dampers, repair or replacement necessitated by freezing weather, inadequate electrical power or failure, burned-out main or branch fuses, low water pressure, selection of domestic hot water temperatures, vandalism, misuse or abuse of the system(s), negligence of the City or others, requirements of governmental, regulatory or insurance agencies, or other causes beyond Contractor's control unless specifically stated otherwise herein.

3.3.13.6 Contractor shall warrant that the work performed hereunder shall be done in a workmanlike manner and shall be of workmanlike quality. If Contractor defaults under this agreement, Contractor's liability shall be limited solely to repair or replacement, at the City’s option. Contractor's liability depends upon proper operation and maintenance by the City. Contractor is not liable if the defect or failure is caused, or contributed to, by accident, alteration or abuse by the City or others.

3.3.13.7 Contractor's responsibility under this agreement does not include the identification, removal or abatement of asbestos or other hazardous substances. In the event such products or substances are encountered, Contractor's obligation shall be limited to informing the City of the possible existence of such materials. In accordance with OSHA's Hazard Communication Standard Regulations, the City shall provide Contractor all relevant Material Safety Data Sheets (MSDS).

3.3.13.8 If and in the event either party (hereinafter referred to as the "Defaulting Party") fails or refuses to perform any of the terms and conditions, covenants, and agreements of this Agreement, or otherwise defaults in the performance hereof, the other party (hereinafter referred to as the "Insecure Party") shall be deemed to have sufficient cause to suspend or terminate service under this Agreement. The Insecure Party shall submit written notice to the Defaulting Party of intent to terminate this Agreement for default and shall grant the Defaulting Party a thirty (30) day cure period from the date of receipt of such notice to correct failures thereof and shall within three (3) days of such notice properly and effectively and continuously proceed with the rectification of the failures. If and in the event the Defaulting Party has not corrected the default specified in the Insecure Party's written notice within said cure period, this Agreement shall terminate as of the expiring of the thirty (30) day cure period without prejudice to any other rights and remedies the Insecure Party may have under law.

3.3.13.9 This Agreement may be terminated by either party upon the happening of any one of the following events upon giving at least thirty (30) days prior written notice.

- A transfer of title to the building
- Damage or destruction to the building which cannot be reasonably repaired within 120 days
- A taking in condemnation or a deed in lieu thereof to a substantial portion to the building

3.3.13.10 Contractor's responsibility under this Agreement does not include real estate taxes, real property services, sales/use taxes, or any other taxes not specifically identified with this agreement.

3.3.14 Special Services and Provisions.

3.3.14.1 The City acknowledges that Contractor may subcontract certain specialized services, which may include, but are not necessarily limited to, the following:

- Elevators
- Electrical distribution systems
- Plumbing systems
- Fire and life safety system
- Emergency power generation systems
- Uninterruptible power systems
- Building automation systems
- Water treatment services

Whether the listed services are performed directly by Contractor or pursuant to a subcontract, the monthly and annual costs for performance of these services (and payment processing directly to other vendor/subcontractors if applicable) shall be incorporated in Contractor's annual and monthly fees.

3.3.14.2 With respect to subcontracted services as referenced above, in the event of any conflict in the Specifications of this RFP and those enumerated in any subcontractor specification as may be attached to the Agreement, the subcontractor specifications shall take precedence.

3.3.14.3 Specifically, regarding "Emergency Power Generation Systems", the City understands that comprehensive coverage (parts/components/replacement) is unavailable for this specialty service. Generators will be subject to preventive maintenance only, as specified herein. This is the only exception to comprehensive coverage.

3.3.14.4 Miscellaneous maintenance supplies necessary under this contract (including but not necessarily limited to hardware, lumber, paint, housekeeping items, minor plumbing and electrical parts, etc.) will be charged to the City's account at its established retail/wholesale outlet, up to a predetermined monthly spending limit authorized by the City. Miscellaneous maintenance expenditures more than the monthly amount established will be subject to the City's specific prior approval.

3.3.14.5 Maintenance of the Automation System of this facility's mechanical system is excluded from the Agreement. However, Contractor will provide daily assessment of the Building Automation System and receive and resolve trouble/failure alarms. If the automation system at any time requires upgrading of reconfiguration to facility at Contractor's performance of these tasks, the City will bear the cost of any such upgrades and/or reconfigurations. The expense of any additional hardware and/or software repairs or replacements that may be necessary during the term of this Agreement shall be borne by the City.

3.3.14.6 Included in the FSP pricing, Contractor will provide a technician and weekends, upon the City's request, to provide access to, and supervision of, companies performing special, capital or nonrecurring projects under separate contract with the City. Contractor will make this provision up to but no more than twelve (12) times annually.

3.3.14.7 The Contractor's Utility Engineer's duties during the regular work week will consist of day- to-day maintenance and repair functions including, but not necessarily limited to the following:

- Receiving and executing Work Orders from the City's personnel authorized to make such request.
- Replacing light bulbs
- Replacing stained/damaged ceiling tile
- Adjusting/replacing door hardware

- Unclogging toilets
- Repairing plumbing/lavatory/wash-basin leaks
- Cleaning and organizing all utility-mechanical areas, phone rooms, electrical closets
- Interior patching and painting as necessary in common areas
- Spot-cleaning if necessary in the absence of the nightly janitorial crew
- Provide access to subcontractors as necessary
- Respond to minor occupant request
- Sidewalk snow removal
- Organizing/distributing maintenance supplies to appropriate areas
- Bring generators on line and make the physical switch from City power to generator power, if the City should require a load shed.

3.3.15 The attached Exhibits shall become part of the awarded Service Agreement.

- Exhibit C – Mechanical Systems Inventory of Equipment
- Exhibit D – Electrical Distribution Systems Inventory of Equipment
- Exhibit E – Plumbing Systems Inventory of Equipment
- Exhibit F – Fire, Life Safety Systems Inventory of Equipment
- Exhibit G – Emergency Power Generation Systems Inventory of Equipment
- Exhibit H – Uninterruptible Power Systems Inventory of Equipment
- Exhibit I – Elevator Systems
- Exhibit J – Air Filter Services
- Exhibit K – Water Treatment Services

(Remainder of page intentionally left blank.)

SECTION 4. PROPOSAL FORMAT AND REQUIRED RESPONSES

The information set forth in the paragraphs below must be included with all proposals. **Make sure to provide five (5) copies of the complete Proposal, (one unbound and untabbed)**, as specified below (do not email copies). Responses shall be considered technical offers of what firms propose to provide and shall be incorporated in the contract award as deemed appropriate by the City. Please attach your responses to these items to the RFP Cover Sheet and Signature Page. Failure of firms to respond to any of the following technical submittal requirements may be grounds for considering a proposal non-responsive.

This is a qualification and cost based procurement process. Proposals will only be considered from firms that have documented experience of similar municipal or regional projects and qualified personnel who are capable of providing the required services.

4.1 RFP Cover Sheet.

The RFQ Cover Sheet and Signature Page must be completed and returned with the Responder's proposal. Failure to return the signed Cover Sheet is grounds for the City to reject a proposal. Responder must attach a Certificate of Good Standing from the state wherein Responder was organized. For Colorado the certificate can be downloaded at: https://www.sos.state.co.us/biz/BusinessEntity Criteria.do.

4.2 Table of Contents.

The Table of Contents must indicate the material included in the proposal by section and page number. A proposal's table of contents should mirror this section of the RFP and must include all the items set forth in this section of the Request for Proposal.

4.3 Submittal Summary.

A letter providing the following information must be submitted with the proposal. The letter must include:

- A statement of the Proposer's understanding of the goals of this project and the service required by the Request for Proposal listed in the Scope of Services
- The names of the persons who are authorized to make representations on behalf of the Proposer (include their titles, addresses, fax number, e-mail addresses and telephone numbers)
- A statement that the individual who signs the transmittal letter is authorized to contractually bind the Proposer to contract with the City of Pueblo.

4.4 Disclosures.

If applicable, disclose any professional or personal financial interest, which could be a possible conflict of interest in providing products and services to the City. If not applicable, please make a brief statement indicated that.

4.5 Statement of Qualification and Project Approach.

Proposer's qualifications and intended approach to the project are a major portion of the evaluation process. Proposers are encouraged to submit their most favorable proposal and as much detail deemed necessary for the City to determine the qualifications.

4.5.1 Statement of Qualification:

4.5.1.1 The primary name, address, phone and contact person.

4.5.1.2 Identify the key people who will be involved in the operation, including their roles and responsibilities.

4.5.1.3 Include a proposed business or work plan indicating tasks to be accomplished, work schedule, Proposer personnel/subcontractors expected to perform each of the major task elements. The proposed cost for services should be included in the Proposer's proposal. The total cost for services should include a breakdown of: 1) salaries 2) insurance 3) equipment 4) subcontractors, etc.

4.5.1.4 Describe similar (in size and scope) or recent (within the last five years) operations for which the prime Proposer was responsible that demonstrate its capability to operate and maintain a facility of this size and complexity. Provide the names and locations of facilities that the Proposer has conducted similar services and had similar requirements. Submit references including the name, current telephone number, and email for clients and facilities listed as a reference. Provide the names and contact information of specific individuals who we may contact for references.

4.5.1.5 Proposer must be able to submit evidence that they have the necessary financial resources to operate, manage, and maintain the facility.

4.5.1.6 If your company does business within the City of Pueblo, please provide a copy of your business license. If not currently licensed to do business within the City, the awarded firm will be required to apply for a business license upon award.

4.5.2 Project Approach.

4.5.2.1 Provide a brief statement of the Proposer's understanding of the goals of this project and the services to be provided by the Proposer.

4.6 Fee Schedule.

Provide a Fee Schedule that show the total annual cost of the FSP as written, hourly rates of all personnel involved in the contract (for out of contract expenses), and list any exceptions that Contractor takes to any part of the Scope of Service.

(Remainder of page intentionally left blank.)

SAMPLE SERVICE AGREEMENT
BY AND BETWEEN
CITY OF PUEBLO
AND

_____

SAMPLE

This Service Agreement ("Agreement") is effective _____, 2011 ("Effective Date"), between the City of Pueblo, a Municipal Corporation ("City"), with offices located at 230 S. Mechanic, Pueblo, CO 81003, and _____("Contractor"), with offices located at _____.

AGREEMENT

PROJECT NO. AND NAME:

The Terms and Conditions set forth in this Agreement supersede all other previous Terms and Conditions, unless otherwise agreed by both parties in writing.

The parties agree as follows:

1.0 Services.

1.1 Scope of Work. This Agreement is for the provision of Services by Contractor, including incidental deliverables or goods, as authorized and specified in the referenced Request for Proposal (RFP) or Purchase Order(s), (collectively, the "Request") and Contractors Quotation(s) Record ("Quotation") in response thereto, attached hereto as Exhibit "B". The Services will be further defined in a separate Scope of Work (or Scope of Work Addendum) for the project in the form attached to this Agreement as Exhibit A. Upon execution of this agreement by City and Contractor, the Request, Quotation and Scope of Work, referred to collectively as the "Project Documents", will become a part of this Agreement by reference.

If the terms of any Project Documents are inconsistent with the terms of this Agreement, this Agreement shall take precedence. All Project Documents relating to the Services shall be deemed to incorporate the terms of this Agreement whether or not they specifically refer to this Agreement. The Services shall be governed by the terms and conditions of this Agreement and by the Project Documents, which may from time to time be signed by the parties.

1.2 Cancellation. Contractor agrees to provide services as specified in the Scope of Work. City reserves the right to cancel this agreement without any cancellation charges or penalties if, in the opinion of City's Director of Purchasing the services are not performed as required by the Project Documents.

1.3 Service Requirements. This Agreement does not commit City to purchase any quantity or dollar amount of Services or obligate City to purchase all required services of a particular type from Contractor. City reserves the right to purchase any or all services from sources other than Contractor. Contractor may not perform any Services without a Request authorizing the Services, signed by both City and Contractor.

1.4 Standard of Performance. Contractor represents and warrants that it is qualified and able to provide the services hereunder, and that its performance will represent its best efforts and, to the extent applicable, be of the highest professional standards. City may inspect or review Contractor's performance and Contractor will fully cooperate with City in its conduct of any such inspection. City's inspection (or lack of inspection) will not be an acceptance of Services or a waiver of any right or warranty or preclude City from rejecting defective Services.

1.5 Subcontracting. Contractor shall not subcontract out any of the services to be provided hereunder without the prior written consent of City.

1.6 Changes. City may, upon written notice to Contractor, make changes in specifications, designs, schedules, destination or any other terms contained in the Project Documents. Subject to the provisions of this

Section, if a change causes an increase or decrease in the cost of or the time required for, performance of the Services, an adjustment may be made in the cost of Services or the performance schedule, or both. Price adjustments or extensions of time for performance are not binding to City unless agreed to in writing by City.

2.0 Compensation.

2.1 Rates. The cost of Services shall be as set forth in the attached Exhibit B, Fee Schedule.

2.2 Invoicing. Contractor shall invoice (separately for each order) after the Services have been accepted by City, but no more frequently than monthly unless otherwise agreed to by City. All communications and invoices must reference the corresponding IFB or Purchase Order number and must be directed to City pursuant to instructions on the applicable IFB or Purchase Order. Payment of invoices for satisfactory performed services shall be net 30 days from City's receipt of invoice and City's acceptance of invoices.

SAMPLE AGREEMENT

3.0 Term and Termination.

3.1 Term. The term of this Agreement begins on the Effective Date and ends on _____, 20____, unless sooner terminated in accordance with this Agreement. City reserves the right to extend the term of this Agreement in three (3) one-year increments by written acceptance of both parties.

3.2 Termination. City reserves the right to terminate this Agreement, in whole or in part, at any time, without cause, by written notice to Contractor. Upon receipt of such notice, Contractor shall immediately stop work under the agreement or with respect to the portion of the Agreement terminated and shall take immediate corresponding action with respect to Contractor's suppliers and subcontractors, if any. City may, at its discretion, terminate this agreement and/or any services, immediately upon notice to Contractor.

3.3 Fund Determination. Continuance of this agreement is based upon availability of funds obtained for Wellness Program benefits. City shall not be responsible for renewal, extension, or penalty if Wellness Program benefits are not set aside for future service.

3.4 Fund Appropriation. Continuance of this agreement beyond the limits of funds available shall be contingent upon appropriation of the necessary funds, and the termination of this agreement due to lack of funding shall be without penalty to the City.

4.0 Warranty. Contractor hereby warrants that the services, all goods incidental to the services, and all documentation that conform to the Project Documents, will be free from defects in material and workmanship, will be accurate and complete in all respects and fit for their intended purpose.

At the request of the City, if defects in services or goods become apparent, Contractor will promptly correct defects in the services as determined by City. If Contractor fails to do so, within ten (10) business days of City's Notice to Contractor of the defects, City may have the defects corrected and charge all costs associated therewith to Contractor.

5.0 Contractor's Personnel and Contractors.

5.1 Contractor's Employees. Contractor performs services for City hereunder as an independent contractor. Contractor shall be solely responsible for payment of all wages, compensation and benefits to its employees. Contractor shall comply with all laws, regulations, rules and orders relating to Equal Employment Opportunity (EEO), Workers' Compensation and employment taxes. Upon request, Contractor will furnish City with its EEO policies and procedures, and verification that workers' compensation insurance coverage exists. Contractor will indemnify, defend and hold harmless City and its respective officers, agents and employees from all suits, actions or claims of any character, name and description arising out of contractor's failure to make timely payment to its employees for wages or failure to comply with any such laws, regulations, rules and orders.

5.2 Qualifications. Contractor's personnel named in the Quotation(s), if any, shall perform the services contemplated by such Quotation(s) and all services performed by such personnel shall be controlled and supervised exclusively by Contractor. All persons assigned to perform the services shall have adequate education, experience, training skills, expertise and knowledge relating to the services being performed by them. Contractor shall not employ any person upon City's premises to whom City has reasonable objections.

5.3 Subcontractors. Contractor may not subcontract any of the services without City's prior consent. If Contractor employs subcontractors to perform any services, it will ensure such contractor's compliance with the terms of this agreement and be fully liable for the services performed by them.

SAMPLE

5.4 Change in Ownership/Control. Contractor shall give City at least ninety (90) days prior notice of any proposed change in control or ownership of Contractor or of any proposed sale of all or substantially all of Contractor's assets.

AGREEMENT

6.0 Indemnity and Insurance.

6.1 Indemnity. The contractor and his sureties shall indemnify, defend and hold harmless the City of Pueblo and all its officers, agents and employees from all damages, suits, actions, judgments and claims of any character, name and description arising from any injuries or damage received or sustained by any person or persons or property, on account of any negligent act or failure to act or fault of the Contractor, his agents or employees, in performance of this agreement; or on account of the failure of the Contractor to provide necessary safety equipment or signage warning of hazards created by Contract or by virtue of Contractor's activities; and Contractor shall forthwith pay any judgment, with costs, which may be obtained against the City, its officers, agents or employees, growing out of such injury or damage.

6.2 Contractors Insurance. The Contractor shall not commence work under this agreement until he has obtained at his own expense and without cost to the City all insurance required under this paragraph and such insurance has been approved by the City Attorney, nor shall the Contractor allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been so obtained and approved. The Contractor shall maintain such insurance until the final acceptance by the City of all services covered by the contract. Insurance Carrier must be licensed to do business in the State of Colorado.

a. Commercial General Liability Insurance. The Contractor shall secure and maintain during the period of this contract and for such additional time as work on the project is being performed, Commercial General Liability Insurance issued to and covering the liability of the contractor with respect to all work performed by him and all his subcontractors under the contract, 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. 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 Contractor under the provisions of the Contract, and "Completed Operations and Projects Liability" coverage.

b. Comprehensive Automobile Liability Insurance**.** The Contractor shall procure and maintain during the period of the contract and for such additional time as work on the project is being performed, Comprehensive Automobile Liability Insurance. This insurance shall be written with limits of liability for and injury to one person in any single occurrence of not less than $350,000 and for any injury to two or more persons in any single occurrence of not less than $1,000,000. This insurance shall include uninsured/underinsured motorist coverage and shall protect the Contractor from any and all claims arising from the use both on and off the site of the project of automobiles, trucks, tractors, backhoes and similar equipment whether owned, leased, hired or used by Contractor.

c. Workers' Compensation Insurance. The Contractor shall procure and maintain during the period of this contract and for such additional time as work on this project is being performed, Workers' Compensation Insurance, including Occupational Disease Provisions, fully complying with the provisions of the Workers' Compensation Act, as amended, of the State of Colorado. Such insurance shall be obtained notwithstanding that Contractor may have no employees as defined under said Act or that Contractor might otherwise avail itself of an exemption under the Act from any legal requirement to obtain such coverage. Such insurance shall cover all employees of Contractor performing work on the project irrespective of whether such employees may be shareholders, managers, partners or owners of Contractor or exempt employees under the Act.

SAMPLE

If any class of employees engaged in hazardous work under this contract at the site of the project is not protected by the Workers' Compensation statute, the Contractor shall provide, and similarity shall cause each subcontractor to provide, special insurance for the protection of such employees not otherwise protected.

AGREEMENT

d. Subcontractors. Any subcontractor performing work for the Contractor under the contract shall provide certificates of insurance protection to the Contractor and to the City of Pueblo, Colorado, of the same type and in the same amounts as required by the Contractor.

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

7.0 Certificates of Insurance. Certificates of Insurance for Workers' Compensation Insurance, Commercial General Liability Insurance and Comprehensive Automobile Liability Insurance shall be filed with the City prior to the execution of the contract. Said insurance shall not thereafter be canceled, permitted to expire, or be changed without 30 days advance written notice to the City.

8.0 State-imposed Mandates Prohibiting Illegal Aliens From Performing Work

8.1 At or prior to the time for execution of this Contract, Contractor shall submit to the Purchasing Agent of City its certification that it does not knowingly employ or contract with an illegal alien who will perform work under this Contract and that the Contractor will participate in either the "E-Verify Program" created in Public Law 208, 104th Congress, as amended and expanded in Public Law 156, 108th Congress, as amended, that is administered by the United States Department of Homeland Security or the "Department Program" established pursuant to §8-17.5-102(5)© C.R.S. that is administered by the Colorado Department of Labor and Employment in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Contract.

8.2 Contractor shall not:

8.2.1 Knowingly employ or contract with an illegal alien to perform work under this contract;

8.2.2 Enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this contract.

8.3 The following state-imposed requirements apply to this contract:

8.3.1 The Contractor shall have confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Contract through participation in either the E-Verify Program or Department Program.

8.3.2 The Contractor is prohibited from using either the E-Verify Program or Department Program

procedures to undertake pre-employment screening of job applicants while this Contract is being performed.

8.3.3 If the Contractor obtains actual knowledge that a subcontractor performing work under this contract knowingly employs or contracts with an illegal alien, the Contractor shall be required to:

8.3.3.1 Notify the subcontractor and the Purchasing Agent of the City within three (3) days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

SAMPLE

8.3.3.2 Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to subparagraph (c)(III)A. above the subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the subcontractor if, during such three (3) days, the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

AGREEMENT

8.3.4 The Contractor is required to comply with any reasonable request by the Colorado Department of Labor and Employment (hereinafter referred to as "CDLE") made in the course of an investigation that CDLE is undertaking pursuant to its authority under §8-17.5-102(5), C.R.S.

8.4 Violation of this Section by the Contractor shall constitute a breach of contract and grounds for termination. In the event of such termination, the Contractor shall be liable for City's actual and consequential damages.

8.5 As used in this Section 8, the term "subcontractor" shall mean any subcontractor or subcontractor of Contractor rendering services within the scope of this Agreement.

9.0 Safety and Health. Contractor shall comply with all applicable federal, state and local laws, orders, rules or regulations applicable to the agreement obligations herein. All materials and services furnished shall be in compliance with the provisions of the Federal Occupational Safety and Health Act and the regulations and standards promoted by the Secretary of Labor thereunder. If requested by City, Contractor shall submit appropriate certifications of compliance with such laws, orders, rules and regulations. Contractor shall handle, use and dispose in a manner in accordance with all applicable laws and regulations all material and substances Contractor and Contractor's subcontractors, use and/or disposal of in connection with the performance of this agreement including, but not limited to, materials defined by law or regulation as hazardous materials. Contractor shall indemnify and hold harmless City from and against all claims, penalties, fines, judgments and orders of any kind resulting from Contractor's failure to use and dispose of materials and substances as provided herein.

10.0 PERA. The Contractor shall reimburse the City for the full amount of any employee 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 contractor shall fill out the questionnaire attached as Exhibit C and submit the completed form to the City as part of the Agreement.

11.0 General

11.1 Certification, Permits and Licenses. Contractor will obtain and keep current, at Contractor's expense, all governmental permits, certificates and licenses (including but not limited to professional licenses, if applicable) necessary for Contractor to perform the services.

11.2 Force Majeure. City will be excused from accepting all or any part of services tendered for delivery by Contractor due to governmental action, statute, ordinance, rule or regulation, strike or other labor troubles, fire, acts of God, or other incidents outside of City's control that makes acceptance impossible or impractical.

11.3 Governing Law. This agreement and all rights thereunder shall be governed in all respects by Colorado law.

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

IN WITNESS WHEREOF, the undersigned have caused this agreement to be executed, effective as of the day and year first written above.

SAMPLE AGREEMENT

Firm Name: _____
By: _____
Title: _____

CITY OF PUEBLO, A MUNICIPAL CORPORATION

_____
Director of Purchasing

ATTEST:

_____
City Clerk

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

_____
Director of Finance

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___. (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 and social security number of each such PERA Retiree. If more than two, please attach a supplemental list.

Name	Address	Social Security Number
Name	Address	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:_____

Authorized Signature: _____ Title: _____

Printed Name: _____ Date: _____

MECHANICAL SYSTEMS
INVENTORY OF EQUIPMENT

Qty	Equipment/Component Description	Model	Manufacturer	Capacity	Location / Unit I.D.
5	AIR HANDLERS	MCCA025CAGO	TRANE	25TON	POPE EAST
1	AIR HANDLER	MCCA0146APO	TRANE	14 TON	POPE WEST
1	AIR HANDLER	MCCA030CAHO	TRANE	30TON	POPE WEST
2	AIR HANDLER	MCCA030CAHO	TRANE	35 TONS	POPE WEST
1	MAKE UP AIR UNIT	MCCA0106APD	TRANE	10 TONS	POPE WEST
1	MAKE UP AIR UNIT	MCCA006GAPOABH	TRANE	6TON	GEN. BLDG.
9	COMPUTER ROOM UNITS	UH086W-AAM	LIEBERT	6TON	POPE WEST
6	COMPUTER ROOM UNITS	FH219W-AAM	LIEBERT	15TON	POPE WEST
1	COMPUTER ROOM UNIT	UH138W-AAM	LIEBERT	10TON	POPE WEST
9	FAN COILS	BCH0541DD0A2311B4E	TRANE	½ HP	POPE WEST
1	FAN COIL	OHS-060-W	ATS	¾ HP	POPE WEST
1	EXHAUST FAN	GB-120-4	GREENHECK	¼ HP	POPE EAST
1	EXHAUST FAN	GB-180-7	GREENHECK	¾ HP	POPE EAST
1	EXHAUST FAN	GB-130-5	GREENHECK	½ HP	POPE EAST
1	EXHAUST FAN	GB-130-3	GREENHECK	1/3 HP	POPE EAST
1	EXHAUST FAN	GB-140-5X-QD	GREENHECK	½ HP	POPE EAST
1	EXHAUST FAN	GB-220-15	GREENHECK	1 ½ HP	POPE WEST
1	EXHAUST FAN	GB-80-4	GREENHECK	¼ HP	POPE WEST
1	EXHAUST FAN	GWB-18-5	GREENHECK	½ HP	POPE WEST
1	EXHAUST FAN	GB-130-3	GREENHECK	1/3 HP	POPE WEST
1	EXHAUST FAN		TRANE	1 HP	GEN. ROOM
6	VARIABLE FREQUENCY DRIVES	GPD505V-BO27	MAGNATEK	20 HP	POPE EAST
2	VARIABLE FREQUENCY DRIVES	GPD505V-BO14	MAGNATEK	10 HP	POPE WEST
1	VARIABLE FREQUENCY DRIVE	GPD505V-BO11	MAGNATEK	10 HP	POPE WEST
1	VARIABLE FREQUENCY DRIVE	GPD505V-BO27	MAGNATEK	20 HP	POPE WEST
2	VARIABLE FREQUENCY DRIVES	GPD505V-BO27	MAGNATEK	25 HP	POPE WEST
2	PUMPS, BOILER 3 & 4	2X7GBF	ITT	1.5 HP	POPE EAST
2	PUMPS, HEATING 1 & 2	1510	ITT	10 HP	POPE EAST
1	PUMP, TOWER 6	1510	ITT	15 HP	POPE EAST
2	PUMPS, LIEBERT 1 & 2	1510	ITT	1 HP	POPE EAST
1	PUMP, CHILLED 2	1510	ITT	7.5 HP	POPE EAST
1	PUMP, CHILLED 5	1510	ITT	20 HP	POPE EAST
2	PUMPS, BOILERS 13 & 14	H79	ITT	¾ HP	POPE WEST
2	PUMPS, TOWER 1 & 2	1510	ITT	15 HP	POPE WEST
2	PUMPS, HEATING 11 & 12	1510	ITT	2 HP	POPE WEST
3	PUMPS, CHILLED 5, 6 & 10	1510	ITT	3 HP	POPE WEST
1	PUMP, CONDENSER 9	1510	ITT	5 HP	POPE WEST
2	PUMPS, CHILLED 3 & 4	1510	ITT	10 HP	POPE WEST
2	PUMPS, TOWER 7 & 8	1510	ITT	10 HP	POPE WEST
1	CEILING UNIT HEATER	FFEBO401BG0D OF20A62M	TRANE		POPE EAST

Qty	Equipment/Component Description	Model	Manufacturer	Capacity	Location / Unit I.D.
4	ELECTRIC DOMESTIC HOT WATER HEATERS	PV1710MS970E	STATE	17 GALLON	POPE EAST
1	GAS FIRED DOMESTIC WATER HEATER	55X75NQRT970D	STATE	75 GALLON	POPE WEST
2	HUMIDIFIERS		NORTEC	SINGLE	POPE WEST
22	ACTUATORS	AF120US	BELIMO		GEN. BLDG.
1	SUSPENDED UNIT HEATER	UHECO32A0AA	TRANE		GEN. BLDG.
2	SUMP PUMPS	AGC17FC870	WEIL		GEN. BLDG.
6	SUMP PUMPS	AGC17FC870	WEIL		POPE WEST
4	SUMP PUMPS	AGC17FC870	WEIL		GEN. BLDG.
2	BOILERS	KS4.0-192-G	KOWANEE	50 HP	POPE WEST
2	BOILERS	KS4.0-142-G	KOWANEE	40 HP	POPE WEST
2	EVAPORATIVE CONDENSERS	ATW138A	EVAPCO		POPE WEST
2	COOLING TOWERS	107479	EVAPCO		POPE WEST
2	CHILLERS	RTHB130FLFOOL WPOOUNN3LF2L SVOQUO	TRANE	130 TON	POPE WEST
1	CHILLER	RTHB150FMDOO LWPOOOUNN3L F2LFVOOUP		150 TON	POPE EAST
1	AIR COMPRESSOR	MQCO1508D	QUINCY		POPE EAST
1	AIR COMPRESSOR	MQCO1508D	QUINCY		POPE WEST
1	AIR DRYER	9005-115	HANKINSON		POPE EAST
1	AIR DRYER	9005-115	HANKINSON		POPE WEST
1	COOLING TOWER	15146	BALTIMORE AIR COIL		POPE EAST
1	DRYCOOLER	DNT139A	LIEBERT	1 HP	POPE EAST
150	VAV BOXES - FAN				PBE& PBW
1	UNIT HEATER	UHSA16858DAAF	TRANE		PBE BOILER
3	UNIT HEATERS	FFBB0401A60B0 H20AG2M	TRANE		POPE EAST
6	UNIT HEATERS	OHSA16858DAAF	TRANE		POPE EAST
1	UNIT HEATER	UHSA100S8DAAE	TRANE		PBW BOILER ROOM
3	UNIT HEATERS	UHSA230S8DAAJ	TRANE		POPE WEST
3	GLYCOL FEEDER UNITS	GF-1	CALCIUM CONTROL		
1	AIR COMPRESSOR (FIRE)				POPE EAST
1	AIR COMPRESSOR (FIRE)				POPE WEST

ELECTRICAL DISTRIBUTION SYSTEMS
INVENTORY OF EQUIPMENT

Qty	Equipment/Component Description	Model	Manufacturer	Capacity	Location / Unit I.D.
4	PDU	PPA100C	LIEBERT		POPE WEST

PLUMBING SYSTEMS
INVENTORY OF EQUIPMENT

Qty	Equipment/Component Description	Model	Manufacturer	Capacity	Location / Unit I.D.
TBD	STANDARD LAVS & TOILETS				

FIRE, LIFE SAFETY SYSTEMS
INVENTORY OF EQUIPMENT

Qty	Equipment/Component Description	Model	Manufacturer	Capacity	Location / Unit I.D.
1	FIRE SUPPRESSION SYSTEM	FM200			
1	FIRE NOTIFIER	MICR01002	CHEMETRON		POPE EAST
1	FIRE PANEL	4020	SIMPLEX		POPE EAST
1	FIRE PANEL	4020	SIMPLEX		POPE WEST
2	FIRE NOTIFIERS	AFP-200	NOTIFIER		POPE WEST
1	DRI-FIRE SPRINKLER SYSTEM				POPE EAST
1	DRI-FIRE SPRINKLER SYSTEM				POPE WEST
23	ACTUATORS	MA-220			POPE EAST
29	ACTUATORS	MA-220			POPE WEST
2	ACTUATORS	MA-220			GEN. BLDG.
1	ANNUNCIATOR	4603-9101	SIMPLEX		
1	NAC POWER SUPPLY	4009-9001	SIMPLEX		
214	ANALOG SMOKE DETECTORS	4098-9701	SIMPLEX		
34	PULL STATIONS	2099-9795	SIMPLEX		
103	AUDIO VISUAL DEVICES	4903-9219	SIMPLEX		
17	REMOTE LEDS	2098-9805	SIMPLEX		
13	DUCT DETECTORS	4098-9706	SIMPLEX		
8	WATER FLOW SWITCHES		POTTER		
8	TAMPER SWITCHES		KENNEDY		
7	HEAT DETECTORS	2098-9443	SIMPLEX		
34	2AMS	2190-9163	SIMPLEX		
21	2AMS	2190-9172	SIMPLEX		
30	VISUAL ONLY DEVICES	4904-9137	SIMPLEX		
6	MISC PERIPHERALS	2081-9028	SIMPLEX		
1	FIRE ALARM CONTROL	CHEMTRONICS 1002	NOTIFIER		
15	FM200 BOTTLES				
54	FIRE EXTINGUISHERS		VARIOUS		
10	BACKFLOWS		VARIOUS		
4	PREACTION DRY WET SYSTEMS		VARIOUS		
4	PRESSURE SWITCHES				

EMERGENCY POWER GENERATION SYSTEMS
INVENTORY OF EQUIPMENT

Qty	Equipment/Component Description	Model	Manufacturer	Capacity	Location / Unit I.D.
2	GENERATORS	1000DFJD	ONAN	1,000 KW	S. EXTERIOR
1	GENERATOR	100EHBA	ONAN	100 KW	ROOF

UNINTERRUPTABLE POWER SYSTEMS
INVENTORY OF EQUIPMENT

Qty	Equipment/Component Description	Model	Manufacturer	Capacity	Location / Unit I.D.
1	UPS	16KVA53	LIEBERT		POPE EAST
2	UPS	UDA63225A36HO73	LIEBERT		POPE WEST
1	UPS	USCCBO8A274023	LIEBERT	100 KW	POPE WEST

ELEVATOR SYSTEMS
INVENTORY OF EQUIPMENT

Qty	Equipment/Component Description	Model	Manufacturer	Capacity	Location / Unit I.D.
3	HYDRAULIC PASSENGER	EG8474-76	DOVER		POPE BLOCK BLDG
1	GEARED TRACTION FREIGHT	BH9301	OTIS		POPE BLOCK BLDG

Qty	Equipment/Component Description	Model	Manufacturer	Capacity	Location / Unit I.D.
1	HYDRAULIC PASSENGER	455661	OTIS		POPE BLOCK BLDG

AIR FILTER SERVICES

Equipment Description	Filter Media Type	Qty	Filter Dimensions	Inspections/Changes Per Year
AIR HANDLERS	AP III	42	25 X 20 X 2	4
AIR HANDLERS	AP III	8	25 X 16 X 2	4
AIR HANDLERS	AP III	34	20 X 25 X 2	4
AIR HANDLERS	AP III	3	20 X 20 X 2	4
AIR HANDLERS	AP III	3	16 X 20 X 2	4
AIR HANDLERS	AP III	9	16 X 25 X 2	4
COMPUTER ROOM UNITS	AP III	4	25 X 20 X 4	2
COMPUTER ROOM UNITS	AP III	36	24 X 24 X 4	2
COMPUTER ROOM UNITS	AP III	6	24 X 18 X 4	2
COMPUTER ROOM UNITS	AP III	9	20 X 16 X 4	2
COMPUTER ROOM UNITS	AP III	3	16 X 20 X 4	2
COMPUTER ROOM UNITS	FIBERGLASS	12	16 X 20 X 2	2
FAN COILS	AP III	18	20 X 20 X 2	2
FAN COILS	AP III	2	16 X 20 X 2	2
VAV BOXES	FIBERGLASS	150	12 X 20 X 1	1

WATER TREATMENT SERVICES

Contractor shall provide water treatment services for the prevention and control biological deposits algae, scale, sludge, tuberculation and other water insoluble constituents. In a preventive mode, proportional feed equipment and water samples will be analyzed and adjusted as the system(s) require. Contractor shall furnish all non-pollutant, biodegradable chemicals necessary to maintain proper water conditions.

LOCATION	EQUIPMENT / SYSTEM
	4 – TOWER WATER CONTROLLER LOOPS
	2 – CHILLED WATER LOOPS
	2 – BOILED WATER LOOPS
	2 – LIEBERT CLOSED LOOPS

Tolin Mechanical
Building Efficiency and Sustainability

A Service Logic Company

Facility Agreement for

The Pope Block Building

October 26, 2018

Prepared for:

City of Pueblo, a Municipal Corporation
Attn: Sam Azad
317 North Main Street
Pueblo, CO 81003

(Staffing plus full coverage – Option - I)

Facility Services Program Agreement

By and Between

Tolin Mechanical 1110 Elkton Drive, Suite G Colorado Springs, Colorado 80907 (Also referred to as "Company")	**and**	**City of Pueblo, a Municipal Corporation** 1 City Hall Place, 2nd Floor Pueblo, CO 81003 Attn: Sam Azad (Also referred to as "Client")

The services as described herein will be provided at the following location(s):

POPE BLOCK BUILDING, **317 NORTH MAIN STREET, PUEBLO, COLORADO 81003**

The **Facility Services Program** Agreement with attached exhibits constitutes the rights and obligations of City of Pueblo, a Municipal Corporation, and Tolin Mechanical and represents the entire agreement between the parties and shall not be altered except in writing.

The initial term of this Agreement will commence on January 1, 2019 and shall continue from January 1, 2019 through December 31, 2021. The total Agreement price is $289,992.00 per year. This Agreement is payable $24,166.00 per month in advance from January 1, 2019 through December 31, 2021. From January 1, 2022 through December 31, 2023 the adjusted price will be $305,256.00 annually and $25,438.00 monthly.

The annual Agreement price and monthly rate from January 1, 2019 through December 31, 2023 may be adjusted annually by mutual agreement based on negotiations between Tolin Mechanical and City of Pueblo for possible changes in wage and wage related costs.

After the initial term, this Agreement shall continue in effect from year to year unless either party gives thirty days written notice prior to the renewal date of their wish to discontinue the services.

Tolin Mechanical Systems	**City of Pueblo, a Municipal Corporation**
John D. Robeda	
Signature	Signature
John Robeda	CHRISTOPHER A. NICOLL
Name (Type/Print)	Name (Type/Print)
Branch General Manager	PRESIDENT OF CITY COUNCIL
Title	Title
October 26, 2018	NOVEMBER 12, 2018
Date	Date

This Agreement is the property of Tolin Mechanical and is provided for City of Pueblo's use only. Tolin Mechanical guarantees the price stated in this Agreement for thirty (30) days from the proposal date.

1. System Operational Analysis

Travel and jobsite labor including vehicle and living expenses necessary to inspect and test existing operation and performance characteristics of the equipment. Inspections in the form of non-destructive testing, vibration monitoring, chemical analysis as well as routine visual inspections will be performed to insure that the systems are in proper operating condition and to identify any potential system failures. Customized for your system, the following inspections typify these services as applicable:

- Visually inspect fan assemblies, belts & sheaves, motor mounts & vibration pads, electrical connections and contactors, heating & cooling coils, filter media & racks, sight glass condition, bearings, spray nozzles & pans, igniter & flame assembly, heat exchangers, compressor sections, condensing sections, heating sections, humidifiers & strainers, seals & packing, condensate drains & pans, flame composition and crankcase heaters.
- Mechanically check and/or test lubrication requirements, oil sump, heaters & temperatures, starter operation, water flows, alignment on couplings, motor operating conditions, suction & discharge pressures, flow switch operation, control interlocks, flue stack assembly, damper operation, external interlocks, motor voltage & amperages, refrigerant charges, system leaks, oil & fluid levels, pressures & temperatures, outside air intakes and refrigerant pump down.

2. Predictive & Preventive Maintenance:

Travel and jobsite labor including vehicle and living expenses to perform predictive and preventive maintenance as described herein. These services are essential to insure efficient operating conditions and extended equipment life. Preventive maintenance working in tandem with Predictive maintenance is performed to detect early deteriorating performance and potential system failures. Preventive Maintenance is performed on an ongoing basis and is scheduled with little or no equipment downtime with its primary objective aimed at system durability, reliability, efficiency and safety. Customized for your system, the following tasks typify these services as applicable:

- Calibration: Temperature controls, operating controls, humidity & pressure controls, transmitter & receiver gauges and economizer controls.
- Adjustment: Refrigerant charge, purge systems, superheat, damper & valve linkages, unloaders, belt tensions, fan rpm's, chemical feed equipment, gas pressure regulators, combustion air ratios, set points, igniter & flame rod assembly and sump floats.
- Alignment: Open drive couplings, belt sheaves, pulleys, coil fins and belt drives.
- Vibration: Damper linkages, fan bearings, axial vane drives, pumps and motors.
- Secure and Tighten: Motor terminals, control terminals, piping clamps, line fittings, mounting hardware, electrical connections, equipment panels, motor mounts, vibration pad nuts & bolts and damper sections.
- Cleaning: Control devices, electrical contactors, condenser & evaporator coils, fan blades & impellers, pilot & burner orifices, heat exchangers, igniters, chiller & boiler tubes, tower basins, sumps & floats, baffles & fill, nozzles & passages, equipment areas and burner orifices.
- Painting and Surface Preparation: Spot painting as required, to help prevent corrosion and deterioration of exterior equipment surfaces.

2a. Preventive Maintenance Supplies

Also included in the cost of the program are all required consumable maintenance supplies such as lubricants, coil cleaning solutions, chemicals, rags and oils.

2b. Repair & Replacement Labor

This Agreement includes labor and all associated costs for diagnosis, repair and replacement of parts and components as required to ensure reliable system(s) operation without compromise, at no additional expense to Client.

3. Emergency Service

The primary design of this program along with all aspects of every activity performed is to minimize the incidence of emergency situations. However, when these situations occur, regular and overtime labor and vehicle cost to provide on-call service 24 hours per day, 7 days per week, 52 weeks per year including holidays at no additional expense is included for Client to minimize downtime and inconvenience.

4. Parts, Components & Materials

Service Logic will repair or replace worn or failed components and parts covered under this agreement necessary to keep the system(s) in efficient operating condition at no additional expense to the Client.

All parts, materials, devices, components, and equipment furnished under this agreement shall meet and/or exceed the quality and specifications in accordance with acceptable industry standards. In addition, all replacement parts furnished will be of like or current design to minimize system(s) depreciation and obsolescence.

5. Program Administration

Tolin will be responsible to administer, monitor and update all aspects of the services provided under this Agreement. A complete set of documentation will be implemented including computerized maintenance task schedules, inventory records, and all other documentation required for establishing operating trends and further corrective measures. Detailed Service and/or Maintenance Reports will be left with Legacy Plaza, LLC c/o CBRE after every service visit. We will act on your behalf to provide any documentation the EPA may require from you regarding the compliance to the Clean Air Act.

6. Facility Service

Tolin Mechanical will provide one building engineer for eight (8) hours a day, five (5) days a week, Monday - Friday. Responsibilities will include: (basic electrical, plumbing, office relocation, paint touch up, lighting).

Included also are daily tasks for facility issues such as listed below:

- Maintain cleanliness of all mechanical and equipment rooms
- Perform general carpentry, painting, and other building maintenance functions normally a part of commercial building operation
- Perform general maintenance functions on the facility and building
- Adjust doors, closures and locks
- Replacement of ceiling tiles and light bulbs
- Respond to requests and needs of building management personnel
- Carry out such other tasks as may be assigned from time-to-time by mutual agreement of the parties to this Agreement
- Facility Monthly Reports/Web Based Work Order System

Exhibit One – Equipment Inventory

The responsibilities of the Company shall not be limited to the major components of the equipment listed, but shall include all appurtenant devices and systems that are related to the equipment (e.g. controls, sensors, compressors, pumps, fans, etc.)

Qty.	System/ Components [1]	Manufacturer	Model Number	Rating (Ton/HP)	Name/Location
5	Air Handlers	Trane	MCCA025CAGO	25 Ton	Pope East
1	Air Handler	Trane	MCCA0146APO	14 Ton	Pope West
1	Air Handler	Trane	MCCA030CAHO	30 Ton	Pope West
2	Air Handlers	Trane	MCCA030CAHO	35 Ton	Pope West
1	Make-Up Air Unit	Trane	MCCA0106APD	10 Ton	Pope West
1	Make-Up Air Unit	Trane	MCCA006GAPOABH	6 Ton	Gen. Building
9	Computer Room Units	Liebert	UH086W-AAM	6 Ton	Pope West
6	Computer Room Units	Liebert	FH219W-AAM	15 Ton	Pope West
1	Computer Room Unit	Liebert	UH138W-AAM	10 Ton	Pope West
9	Fan Coils	Trane	BCH0541DD0A2311B4E	FHP	Pope West
1	Fan Coil	ATS	OHS-060-W	FHP	Pope West
1	Exhaust Fan	Greenheck	GB-120-4	FHP	Pope East
1	Exhaust Fan	Greenheck	GB-180-7	FHP	Pope East
1	Exhaust Fan	Greenheck	GB-130-5	FHP	Pope East
1	Exhaust Fan	Greenheck	GB-130-3	FHP	Pope East
1	Exhaust Fan	Greenheck	GB-140-5X-QD	FHP	Pope East
1	Exhaust Fan	Greenheck	GB-220-15	1.5 HP	Pope West

Qty.	System/ Components [1]	Manufacturer	Model Number	Rating (Ton/HP)	Name/Location
1	Exhaust Fan	Greenheck	BG-80-4	FHP	Pope West
1	Exhaust Fan	Greenheck	GWB-18-5	FHP	Pope West
1	Exhaust Fan	Greenheck	GB-130-3	FHP	Pope West
1	Exhaust Fan	Trane		1 HP	Gen. Room
6	Variable Frequency Drives	Magnatek	GPD505V-BO27	20 HP	Pope East
2	Variable Frequency Drives	Magnatek	GPD505V-BO14	10 HP	Pope West
1	Variable Frequency Drive	Magnatek	GPD505V-BO11	10 HP	Pope West
1	Variable Frequency Drive	Magnatek	GPD505V-BO27	20 HP	Pope West
2	Variable Frequency Drives	Magnatek	GPD505V-BO27	25 HP	Pope West
2	Boiler Pumps 3 & 4	ITT	2X7GBF	1.5 HP	Pope East
2	Heating Pumps 1 & 2	ITT	1510	10 HP	Pope East
1	Tower Pump 6	ITT	1510	15 HP	Pope East
2	Liebert Pumps 1 & 2	ITT	1510	1 HP	Pope East
1	Chilled Pump 2	ITT	1510	7.5 HP	Pope East
1	Chilled Pump 5	ITT	1510	20 HP	Pope East
2	Boiler Pumps 13 & 14	ITT	H79	FHP	Pope West
2	Tower Pumps 1 & 2	ITT	1510	15 HP	Pope West
2	Heating Pumps 11 & 12	ITT	1510	2 HP	Pope West
3	Chilled Pumps 5, 6 & 10	ITT	1510	3 HP	Pope West

Qty.	System/ Components [1]	Manufacturer	Model Number	Rating (Ton/HP)	Name/Location
1	Condenser Pump 9	ITT	1510	5 HP	Pope West
2	Chilled Pumps 3 & 4	ITT	1510	10 HP	Pope West
2	Tower Pumps 7 & 8	ITT	1510	10 HP	Pope West
1	Ceiling Unit Heater	Trane	FFEBO401BG0DOF20A62M		Pope East
4	Electric Domestic Hot Water Heater	State	PV1710MS970E	17 GAL	Pope East
1	Gas Fired Domestic Water Heater	State	55X75NQRT970D	75 GAL	Pope West
2	Humidifiers	Nortec		Single Tank	Pope West
22	Actuators	Belimo	AF120US		Gen. Building
1	Suspended Unit Heaters	Trane	UHECO32A0AA		Gen. Building
2	Sump Pumps	Weil	AGC17FC870		Gen. Building
6	Sump Pumps	Weil	AGC17FC870		Pope West
4	Sump Pumps	Weil	AGC17FC870		Gen. Building
2	Boilers	Kowanee	KS4.0-192-G	50 HP	Pope West
2	Boilers	Kowanee	KS4.0-192-G	40 HP	Pope West
2	Evaporative Condensers	Evapco	ATW138A		Pope West
2	Cooling Towers	Evapco	107479		Pope West
2	Chillers	Trane	RTHB130FLFOOLWPO OUNN3LF2LSVOQUO		Pope West
1	Chiller		RTHB150FMDOOLWPOO OUNN3LF2LFVOOUP		Pope East

Qty.	System/ Components[1]	Manufacturer	Model Number	Rating (Ton/HP)	Name/Location
1	Air Compressor	Quicny	MQCO1508D		Pope East
1	Air Compressor	Quincy	MQCO1508D		Pope West
1	Air Dryer	Hankinson	9005-115		Pope East
1	Air Dryer	Hankinson	9005-115		Pope West
1	Cooling Tower	Baltimore Air Coil	15146		Pope East
1	Dry Cooler	Liebert	DNT139A		Pope East
150	VAV Boxes – Fan Powered				PBE & PBW
1	Unit Heater	Trane	UHSA16858DAAF		PBE Boiler Room
3	Unit Heaters	Trane	FFBB0401A60B0H20AGM2		Pope East
6	Unit Heaters	Trane	OHSA16858DAAF		Pope East
1	Unit Heater	Trane	UHSA100S8DAAE		PBW Boiler Room
3	Unit Heaters	Trane	UHSA230S8DAAJ		Pope West
3	Glycol Feeder Units	Calcium Control	GF-1		Pope West
1	Air Compressor (Fire)				Pope East
1	Air Compressor (Fire)				Pope West

[1]Equipment and/or components may be added or deleted based on the mutual agreement of City of Pueblo and Tolin Mechanical. Upon written authorization, the Agreement price will be amended accordingly.

Exhibit Two – Electrical Distribution Systems Equipment Inventory

Qty.	System/ Components[1]	Manufacturer	Model Number	Rating (Ton/HP)	Name/Location
4	PDU	PPA100C	Liebert		Pope West

Exhibit Three – Plumbing Systems Equipment Inventory

Qty.	System/ Components[1]	Manufacturer	Model Number	Rating (Ton/HP)	Name/Location
	TBD-Standard LAVS & Toilets				

Exhibit Four – Fire Life Safety Systems Equipment Inventory

Qty.	System/ Components[1]	Manufacturer	Model Number	Rating (Ton/HP)	Name/Location
1	Fire Suppression System		FM200		
1	Fire Notifier	Chemetron	MICRO1002		Pope East
1	Fire Panel	Simplex	4020		Pope East
1	Fire Panel	Simplex	4020		Pope West
2	Fire Notifiers	Notifier	AFP-200		Pope West
1	Dri-Fire Sprinkler System				Pope East
1	Dri-Fire Sprinkler System				Pope West
23	Actuators		MA-220		Pope East
29	Actuators		MA-220		Gen. Building
2	Actuators		MA-220		
1	Annunciator	Simplex	4603-9101		
1	NAC Power Supply	Simplex	4009-9001		
214	Analog Smoke Detectors	Simplex	4098-9701		
34	Pull Stations	Simplex	2099-9795		
103	Audio/Visual Devices	Simplex	4903-9219		
17	Remote LEDS	Simplex	2098-9805		
13	Duct Detectors	Simplex	4098-9706		
8	Water Flow Switches	Pooter			
8	Tamper Switches	Kennedy			
7	Heat Detectors	Simplex	2098-9443		

Qty.	System/ Components [1]	Manufacturer	Model Number	Rating (Ton/HP)	Name/Location
34	2AMS	Simplex	2190-9443		
21	2AMS	Simplex	2190-9172		
30	Visual Only Devices	Simplex	4904-9137		
6	Misc. Peripherals	Simplex	2081-9028		
1	Fire Alarm Control Panel	Notifier	CHEMTRONICS1002		
15	FM200 Bottles				
54	Fire Extinguishers	Various			
10	Backflows	Various			
4	Pre-action Dry Wet Systems	Various			
4	Pressure Switches				

Exhibit Five – Emergency Power Generation Systems Equipment Inventory

Qty.	System/ Components[1]	Manufacturer	Model Number	Rating (Ton/HP)	Name/Location
2	Generators	Onan	1000DFJD	1,000 KW	South Exterior
1	Generator	Onan	100EHBA	100 KW	Roof

Exhibit Six – Uninterruptible Power Systems Equipment Inventory

Qty.	System/ Components[1]	Manufacturer	Model Number	Rating (Ton/HP)	Name/Location
1	UPS	Liebert	16KVA53		Pope East
2	UPS	Liebert	UDA63225A36HO73		Pope West
1	UPS	Liebert	UCSSBO8A274023		Pope West

Exhibit Seven – Elevator Systems Equipment Inventory

Qty.	System/ Components[1]	Manufacturer	Model Number	Rating (Ton/HP)	Name/Location
3	Hydraulic Passenger	Dover	EG8474-76		Pope Block Building
1	Geared Traction Freight	Otis	BH9301		Pope Block Building
1	Hydraulic Passenger	Otis	455661		Pope Block Building

Exhibit Eight – Air Filter Inventory

The responsibilities of the Company shall include all filter and media associated with the Equipment Inventory including, but not limited to, pre-filters, frame filters, pouch filters, fan coil filters, automatic roll type filters, etc.

System/Components	Name/Location	Qty.	Filter Type	Filter Size	Changes/Yr.[1]
Air Handlers		42	AP III	25X20X2	4
Air Handlers		34	AP III	20X25X2	4
Air Handlers		3	AP III	20X20X2	4
Air Handlers		3	AP III	16X20X2	4
Air Handlers		8	AP III	25X16X2	4
Air Handlers		9	AP III	16X25X2	4
Computer Room Units		4	AP III	25X20X4	2
Computer Room Units		9	AP III	20X16X4	2
Computer Room Units		12	Fiberglass	16X20X2	2
Computer Room Units		6	AP III	24X18X4	2
Computer Room Units		36	AP III	24X24X4	2
Computer Room Units		3	AP III	16X20X4	2
Fan Coils		18	AP III	20X20X2	2
Fan Coils		2	AP III	16X20X2	2
VAV Boxes		150	Fiberglass	12X20X1	1

Exhibit Nine – Water Treatment Inventory

The responsibilities of the Company shall include the Water Treatment Services associated with the Equipment Inventory including, but not limited to, the hot water systems, steam systems, chilled water systems (open and closed), evaporative condensers, cooling towers, chilled and hot water circulating pumps, etc.

Systems/Components	Type of Treatment [1]
4 - Tower Water Controller Loops	
2 - Chilled Water Loops	
2 - Boiler Water Loops	
2 - Liebert Closed Loops	

Exhibit Ten – Special Services/Provisions/Terms

In addition to the service and provisions outlined in the Agreement, the following special services, provisions and terms will apply to this Agreement:

Note that Tolin Mechanical Systems will subcontract the following services as part of this agreement:

- **Fire/Life/Safety**
- **Water Treatment**
- **UPS/Battery Maintenance**
- **Generator Maintenance**
- **Elevator Maintenance**

Exhibit Eleven – Terms and Conditions

1. Client shall allow only Tolin designated personnel to perform the scope of work included in the Facility Services Program (hereinafter FSP). Client shall allow access to areas and permit Tolin to start and stop the equipment as mutually scheduled. All planned work under the FSP will be performed during Tolin's normal working hours unless specifically stated otherwise herein.
2. The FSP price is based upon the system(s) covered being in a maintainable condition. If Tolin's first inspection, to be completed within 45 days after the agreement commencement date, indicates repairs are required, an estimate will be prepared for Client's approval. Should Client elect not to have repairs done at that time, Tolin may remove the unsatisfactory equipment from the FSP and adjust the price or cancel this Agreement.
3. Client will pay invoices within thirty days. Should payments exceed sixty days, then Tolin may stop all work under this Agreement and/or cancel the Agreement, the entire Agreement price shall become due and payable.
4. The annual Agreement price is subject to adjustment on each commencement renewal after the initial term to reflect industry increases in labor, material and related costs. Any extra work, including trouble calls made at Client's request which indicate a condition which is not covered by the FSP will become an extra charge over the annual Agreement price.
5. Tolin is not responsible for loss or damage caused by unavailability of equipment, components or material for whatever reasons, including forces of nature, inaccessibility to premises, negligence by Client or others, inadequate system design, vandalism or other causes beyond Tolin's control.
6. This Agreement does not cover repairs or replacement of items normally non-maintainable such as main power service, conduit, wiring, heat exchangers, cabinets, storage tanks, tube bundles, ductwork, piping, coils, boiler shell and structural supports. Tolin is not required to move or modify in any way the building structure or any part thereof in order to carry out the FSP.
7. Tolin is not responsible for design of the system, obsolescence, safety tests, removal and reinstallation of valve bodies and dampers, repair or replacement necessitated by freezing weather, inadequate electrical power or failure, burned-out main or branch fuses, low water pressure, selection of domestic hot water temperatures, vandalism, misuse or abuse of the system(s), negligence of Client or others, requirements of governmental, regulatory or insurance agencies, or other causes beyond Tolin's control unless specifically stated otherwise herein.
8. Both parties shall seek to avoid litigation. If, however, Tolin must commence legal action for whatever cause, Client shall pay all court costs and attorney fees should Tolin prevail. Any legal action regarding this Agreement must commence within one year from the date of the work complained about.
9. Limited Warranty: Tolin warrants that the work performed hereunder shall be done in a workmanlike manner and shall be of workmanlike quality. If Tolin defaults under this agreement, Tolin's liability shall be limited solely to repair or replacement, at Tolin's option. Tolin has not given any other express or implied warranty, including any implied warranty or merchantability or fitness for a particular purpose. Tolin's liability depends upon proper operation and maintenance by Client. Tolin is not liable if the defect or failure is caused, or contributed to, by accident, alteration or abuse by Client or others. Tolin's liability does not extend beyond the termination date of this Agreement. Tolin shall not be responsible, under any legal theory, for loss of profit of use, claims from Client's clients, or any special, indirect or consequential damages.
10. To the fullest extent permitted by law, Client shall indemnify and hold Tolin, its agent and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising out of or resulting from the performance of work hereunder, provided that such claim, damage, loss or expense is caused in whole or in part by an active or passive act or omission by Client, or anyone for whose acts Client may be liable regardless of whether it is caused in part by the negligence of Tolin.
11. Tolin's responsibility under this agreement does not include the identification, removal or abatement of asbestos or other hazardous substances. In the event such products or substances are encountered, Tolin's obligation shall be limited to informing Client of the possible existence of such materials. In accordance with OSHA's Hazard Communication Standard Regulations, Client shall provide Tolin all relevant Material Safety Data Sheets (MSDS).
12. If and in the event either party (hereinafter referred to as the "Defaulting Party") fails or refuses to perform any of the terms and conditions, covenants, and agreements of this Agreement, or otherwise defaults in the performance hereof, the other party (hereinafter referred to as the "Insecure Party") shall be deemed to have sufficient cause to suspend or terminate service under this Agreement. The Insecure Party shall submit written notice to the Defaulting Party of intent to terminate this Agreement for default, and shall grant the Defaulting Party a thirty (30) day cure period from the date of receipt of such notice to correct failures thereof, and shall within three (3) days of such notice properly and effectively and continuously proceed with the rectification of the failures. If and in the event the Defaulting Party has not corrected the default specified in the Insecure Party's written notice within said cure period, this Agreement shall terminate as of the expiring of the thirty (30) day cure period without prejudice to any other rights and remedies the Insecure Party may have under law.
13. This Agreement may be terminated by either party upon the happening of any one of the following events upon giving at least thirty (30) days prior written notice.
    A. A transfer of title to the building.
    B. Damage or destruction to the building which cannot be reasonably repaired within 120 days.
    C. A taking in condemnation or a deed in lieu thereof to a substantial portion to the building.
14. Tolin's responsibility under this Agreement does not include real estate taxes, real property services, sales/use taxes, or any other taxes not specifically identified within this Agreement.
15. Should this agreement be terminated by Client prior to its full term for any reason other than those previously described, Client agrees to compensate Tolin an amount equal to three (3) months billing rate then in effect.
16. Client acknowledges that Tolin has substantially invested in the career development of the associates in their employ. In consideration of Tolin's investment, Client agrees to compensate Tolin in the amount of $10,000.00 per employee should Client directly or indirectly employ or cause to be employed any Tolin associate within one year of the term of this agreement.

Exhibit Twelve – Insurance Requirements

Tolin, at its own expense, shall carry the following minimum insurance coverages in a reliable insurance company acceptable to Client and authorized to do business in the State in which the work is to be performed:

- **COMPREHENSIVE GENERAL LIABILITY INSURANCE**, with a combined single limit of $1,000,000, including the following coverages:
    1. Premises and Operations Coverage
    2. Independent Contractor's Contingent Coverage
    3. Contractual Liability covering liabilities assumed under this Contract
    4. Products and Completed Operations Coverage
    5. Coverage for explosion
    6. Broad Form Property Damage Liability endorsement
    7. Personal Injury Liability
- **AUTOMOBILE LIABILITY INSURANCE** covering owned, hired and non-owned vehicles with a combined single limit of $1,000,000.
- **WORKER'S COMPENSATION AND OCCUPATION DISEASE INSURANCE** in accordance with the statutory requirements of the State in which work is to be performed.
- **EMPLOYER'S LIABILITY INSURANCE** with limits of not less than $100,000 each accident, $100,000 each person by disease, and a policy limit of $500,000 by disease.
- **UMBRELLA/EXCESS LIABILITY INSURANCE** at least as broad as the required under-lying coverages, with a minimum limit of liability of $4,000,000 per occurrence.
- **BLANKET EMPLOYEE DISHONESTY BOND**: In the amount of $100,000 covering employees of Tolin Mechanical Systems Company.

All of the above described insurance policies (except Worker's Compensation and Occupation Disease Insurance, Employer's Liability Insurance and Blanket Employee Dishonesty Insurance) shall name Client as additional insureds as their interests may appear.

Any and all deductibles in the above described insurance policies shall be assumed by, for the account of, and at Tolin's sole risk.

All policies shall contain provisions that no cancellation shall become effective without 30 days written notice having been given to Client, except 10 days' notice for cancellation due to non-payment of premiums.

Docusign Envelope ID: F0A1D3E5-5EAC-45A9-B867-BA323B1E03F2

CITY CLERK'S OFFICE ITEM # M4

BACKGROUND PAPER FOR PROPOSED RESOLUTION

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:	ALYSSA PARGA, EXECUTIVE ASSISTANT TO THE MAYOR
SUBJECT:	A RESOLUTION RATIFYING THE JOINT APPOINTMENT OF DOREEN MARTINEZ TO THE PUEBLO CITY-COUNTY LIBRARY DISTRICT BOARD OF TRUSTEES

SUMMARY:

THIS RESOLUTION RATIFIES THE JOINT CITY-COUNTY APPOINTMENT OF A MEMBER TO SERVE ON THE PUEBLO CITY-COUNTY LIBRARY DISTRICT BOARD OF TRUSTEES.

PREVIOUS COUNCIL ACTION:

JOINT CITY-COUNTY APPOINTMENTS TO THE PUEBLO CITY-COUNTY LIBRARY DISTRICT BOARD OF TRUSTEES ARE MADE ON AN ANNUAL BASIS SELECTING INDIVIDUALS TO SERVE EXPIRING OR VACANT TERMS. RESOLUTIONS TO RATIFY THE JOINT APPOINTMENTS ARE PASSED BY EACH ENTITY.

BACKGROUND:

THERE IS AN UPCOMING VACANCY ON THE PUEBLO CITY-COUNTY LIBRARY DISTRICT BOARD OF TRUSTEES DUE TO A TERM EXPIRING ON DECEMBER 31, 2025. PER THE IGA: “THE CITY AND COUNTY WILL APPOINT THE TRUSTEES OF PCCLD THROUGH A COMMITTEE COMPRISED OF UP TO TWO MEMBERS FROM THE BOARD OF COUNTY COMMISSIONERS AND UP TO TWO MEMBERS FROM CITY COUNCIL,” AND “THE SELECTION COMMITTEE WILL FILL VACANCIES TO THE PCCLD BOARD OF TRUSTEES, SUBJECT TO RATIFICATION BY THE CITY AND COUNTY.” THE SELECTION COMMITTEE MET ON FRIDAY, NOVEMBER 7, 2025, AND REVIEWED THE APPLICATIONS THAT WERE RECEIVED DURING THE ADVERTISED APPLICATION WINDOW.

FINANCIAL IMPLICATIONS:

THIS IS A VOLUNTEER COMMITTEE AND MEMBERS SERVE WITHOUT COMPENSATION.

BOARD/COMMISSION RECOMMENDATION:

Docusign Envelope ID: F0A1D3E5-5EAC-45A9-B867-BA323B1E03F2

N/A

STAKEHOLDER PROCESS:

N/A

ALTERNATIVES:

CITY COUNCIL IN AGREEMENT WITH THE COUNTY COMMISSIONERS COULD REMOVE THE RESOLUTION FROM THE AGENDA, AND REEVALUATION THE APPLICATIONS OR REQUEST THAT THE RECRUITMENT PROCESS BE EXTENDED IN ORDER TO RECEIVE ADDITIONAL APPLICATIONS FOR CONSIDERATION.

RECOMMENDATION:

APPROVAL OF THE RESOLUTION.

ATTACHMENTS:

NONE

Docusign Envelope ID: F0A1D3E5-5EAC-45A9-B867-BA323B1E03F2

RESOLUTION NO. 16182

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

WHEREAS, the Selection Committee has convened and selected incumbent Doreen Martinez to serve another five-year term on the Pueblo City-County Library District Board of Trustees expiring on December 31, 2030; it is now the desire of the Pueblo City Council to ratify said appointment; and

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The joint appointment of Doreen Martinez to the Pueblo City-County Library District Board of Trustees to serve a five-year term expiring December 31, 2030, shall be and hereby is ratified.

SECTION 2.

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

SECTION 3.

This Resolution shall become effective immediately upon final passage.

INTRODUCED: November 24, 2025

BY: Brett Boston
MEMBER OF CITY COUNCIL

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

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

Docusign Envelope ID: F0A1D3E5-5EAC-45A9-B867-BA323B1E03F2

CITY CLERK'S OFFICE ITEM # M5

BACKGROUND PAPER FOR PROPOSED RESOLUTION

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:	ANDREW HAYES, PUBLIC WORKS DIRECTOR
SUBJECT:	A RESOLUTION ESTABLISHING FEES RELATING TO THE CITY'S COMMUNITY SOLID WASTE CLEAN-UP PROGRAM

SUMMARY:

ATTACHED IS A RESOLUTION TRANSFERRING FUNDS FROM HUAN01 TO HU2513, AWARDING A CONSTRUCTION CONTRACT TO BALANCE CONCRETE, LLC., FOR PROJECT NO. 25-076 CONCRETE IMPROVEMENTS - ST. CLAIR AVENUE PHASE 2 (AIRLANE AVE TO PRAIRIE AVE).

PREVIOUS COUNCIL ACTION:

NONE.

BACKGROUND:

THIS PROJECT WILL CONSIST OF THE REMOVAL AND REPLACEMENT OF CONCRETE SIDEWALK, CURB AND GUTTER AND THE CONSTRUCTION OF ADA CURB RAMPS ALONG ST. CLAIR AVENUE FROM AIRLANE AVENUE TO PRAIRIE AVENUE. THIS RESOLUTION AWARDS THE CONSTRUCTION CONTRACT TO BALANCE CONCRETE, LLC. IT ALSO ESTABLISHES A NEW ACCOUNT PROJECT HU2513 - CONCRETE IMP - ST CLAIR PH 2 AND TRANSFERS PROJECT FUNDS FROM ACCOUNT PROJECT HUAN01 - STREET RESURFACING INTO SAID ACCOUNT.

FINANCIAL IMPLICATIONS:

FUNDS IN THE AMOUNT OF $197,510.80 WILL BE TRANSFERRED FROM ACCOUNT PROJECT HUAN01, STREET RESURFACING INTO ACCOUNT PROJECT HU2513 - CONCRETE IMP - ST CLAIR PH 2. FUNDING IN THE AMOUNT OF $167,510.80 PLUS $30,000.00 FOR CONTINGENCIES SHALL BE PAID FROM HU2513.

BOARD/COMMISSION RECOMMENDATION

NONE.

STAKEHOLDER PROCESS:

Docusign Envelope ID: F0A1D3E5-5EAC-45A9-B867-BA323B1E03F2

NONE.

ALTERNATIVES:

DENIAL OF THIS RESOLUTION WILL PREVENT THE TRANSFER OF FUNDS AND CANCEL THE PROJECT.

RECOMMENDATION:

APPROVAL OF THE RESOLUTION.

ATTACHMENTS:

NONE.

Docusign Envelope ID: F0A1D3E5-5EAC-45A9-B867-BA323B1E03F2

RESOLUTION NO. 16183

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

WHEREAS, competitive bids for 25-076 Concrete Improvements - St. Clair Phase 2 (Airlane Ave to Prairie Ave) have been received and examined; and,

WHEREAS, the proposal of Balance Concrete, LLC., was the lowest bid determined to be responsive, and the Committee of Awards recommends to the City Council that it authorizes Project No. 25-076 Concrete Improvements - St. Clair Avenue Phase 2 (Airlane Ave to Prairie Ave) to be performed; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

With respect to the City's Community and Solid Waste Clean-Up Program established pursuant to §7-3-17, P.M.C., the following fees are hereby established and adopted and shall be collected:

a) Thirty Dollars ($30.00) for refrigerators, freezers and refrigerated units
b) One Dollar ($1.00) for each passenger-sized tire; and
c) Ten Dollars ($10.00) for each item other than tires, refrigerators, freezers and items deemed qualifying recyclables

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: November 24, 2025

BY: Brett Boston
MEMBER OF CITY COUNCIL

APPROVED: DocuSigned by: Mark Aliff B7A1F51823AB462...
PRESIDENT OF CITY COUNCIL

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

Docusign Envelope ID: F0A1D3E5-5EAC-45A9-B867-BA323B1E03F2

CITY CLERK'S OFFICE ITEM # M6

BACKGROUND PAPER FOR PROPOSED RESOLUTION

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: ANDREW HAYES, PUBLIC WORKS DIRECTOR

SUBJECT: 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

SUMMARY:

ATTACHED IS A REVOCABLE PERMIT SUBMITTED BY THE HARP AUTHORITY.

PREVIOUS COUNCIL ACTION:

NONE.

BACKGROUND:

THE HARP AUTHORITY HAS SUBMITTED A REVOCABLE PERMIT APPLICATION (REV-24-33) REQUESTING TO CLOSE VICTORIA STREET FROM THE HARP PARKING LOT AT 101 SOUTH VICTORIA AVENUE TO GREENWOOD FOR THE PURPOSE OF FACILITATING THEIR "FRIGHT NIGHT" EVENT ON OCTOBER 26, 2024, AT 12:00 P.M. TO 10:00 P.M.

FINANCIAL IMPLICATIONS:

NONE.

BOARD/COMMISSION RECOMMENDATION:

THE REVOCABLE PERMIT REVIEW COMMITTEE RECOMMENDS APPROVAL.

STAKEHOLDER PROCESS:

NONE.

Docusign Envelope ID: F0A1D3E5-5EAC-45A9-B867-BA323B1E03F2

ALTERNATIVES:

FAILURE TO APPROVE THE RESOLUTION WILL PREVENT THE APPLICANT FROM UTILIZING THE RIGHT-OF-WAY TO HOST ITS EVENT.

RECOMMENDATION:

APPROVAL OF THE RESOLUTION.

ATTACHMENTS:

1. NOTARIZED REVOCABLE PERMIT - 25-30

Docusign Envelope ID: F0A1D3E5-5EAC-45A9-B867-BA323B1E03F2

RESOLUTION NO. 16184

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

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The attached Revocable Permit (REV-25-30) is authorized to be issued 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

SECTION 2.

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

SECTION 3.

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

SECTION 4.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: November 24, 2025

BY: Brett Boston
MEMBER OF CITY COUNCIL

APPROVED: DocuSigned by: Mark Alliff B7A1F51823AB462...
PRESIDENT OF CITY COUNCIL

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

Docusign Envelope ID: EBC2719F-000E-419D-B29B-C848E119874D

REVOCABLE PERMIT

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

1. Name, Address and Telephone Number of Permittee: **HARP Authority 125 Riverwalk Place, Pueblo, CO 81003 719-595-0242 125 Riverwalk Place Pueblo, CO 81003**
2. Permitted Area: 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.
3. Purpose of Revocable Permit: **Closure of the permitted area to vehicular traffic to facilitate the annual Holiday Light Extravaganza Event**
4. Commencement Date: **November 28, 2025** Time: **12:00pm**
5. Ending Date: **November 28, 2025** Time: **10:00pm**

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

(a) The Permitted Area shall be used for the above-specified Purpose of Revocable Permit. No use of the Permitted Area shall be made before the time of the Commencement Date.

(b) All structures, fences, tables, chairs, equipment or other improvements authorized to be placed in the Permitted Area by Permittee (the "Improvements") shall be constructed, installed, and maintained by Permittee in compliance with all applicable codes, ordinances, rules and regulations of City and this Permit.

(c) If the Revocable Permit is issued for a sidewalk café, the Permittee and sidewalk café shall be subject to all the provisions, conditions and requirements contained in section 9-10-84 of the Pueblo Municipal Code, or as same may be amended, which are incorporated herein by reference. In addition, no Improvement shall be tied-down or chained to any tree within or adjacent to the Permitted Area nor shall any Improvement be installed or located in such a manner as to hinder or interfere with the opening of motor vehicle doors or passenger movement to and from motor vehicles parked adjacent to or near the Permitted Area.

(d) If this Permit is issued for the use of the public right-of-way for a special event, Permittee shall deposit with the City the sum of $500.00 ("Deposit"). The Deposit will be forfeited to the City if Permittee does not remove all Permittee's equipment and property from, and clean and restore the Permitted Area to its original condition before the Time of the Ending Date. If so timely removed and cleaned, the Deposit will be returned to Permittee.

(e) Before the Time of the Ending Date, or immediately upon any other termination of this Permit, Permittee shall, at Permittee's expense, remove all of Permittee's Improvements from the Permitted Area and clean and restore the Permitted Area to its original condition. Failure to timely remove all of Permittee's Improvements from the Permitted Area and clean and restore the Permitted Area to its original condition shall constitute Permittee's abandonment of the Permittee's Improvements, and City may, at Permittee's expense, remove and dispose of Permittee's Improvements and clean and restore the Permitted Area to its original condition. Permittee agrees to pay all City's costs and expenses, including reasonable attorney fees, incurred in the enforcement of this Permit.

(f) Permittee shall keep all Improvements and Permitted Area in good, clean and safe condition and repair, free from litter, waste and debris.

(g) Permittee shall indemnify, defend and hold City, its officers, agents and employees harmless from and against any and all suits, claims, liabilities, loss, damages and expenses, including reasonable attorney fees and cost of defense, arising, directly or indirectly, from or caused by the issuance of this Permit or the conditions hereof, or the existence, construction, installation, repair or maintenance of the Improvements in the Permitted Area, or the use of the Permitted Area or Improvements by Permittee, its officers, agents, employees, invitees or general public.

(h) Neither this Permit nor any of the privileges granted to Permittee hereby, may be conveyed, assigned, transferred or sublet by Permittee without the prior written consent of the City Council of City. Any attempted conveyance, assignment, transfer or subletting of the Permit or Permitted Area without the written consent of the City Council of Pueblo shall be void and of no effect and shall cause this Permit to be automatically revoked.

(i) Permittee shall keep and maintain commercial general liability insurance covering the Permitted Area and Improvements in amounts not less than $1,000,000.00 combined single limits per occurrence and aggregate, naming the City as an additional insured and contain a waiver of rights of subrogation against City. A certificate for such insurance and each renewal thereof shall be delivered to the City. Failure to maintain such insurance shall cause this Permit to be automatically revoked.

(j) Trees, landscaping and shrubbery within or adjacent to the Permitted Area shall be protected from damage or injury by Permittee and shall not be removed except after receipt by the Permittee of the written consent of the City's Director of Parks and Recreation. Covid-19

(k) Any notice or other document required or permitted herein shall be in writing and delivered personally or by first class mail, postage prepaid, as follows:

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

Docusign Envelope ID: EBC2719F-000E-419D-B29B-C848E119874D

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

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

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

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

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

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

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

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

PERMITTEE:
Organization or Individual: HARP Authority
By: Shayla Keys Shayla Keys
Title: REO Direct Director

STATE OF COLORADO)

COUNTY OF PUEBLO) SS..

The foregoing instrument was acknowledged before me the 12 day of November, 2025 by Shayla Keys as REO Director.

My commission expires: .

TACY SUZETTE BARRY
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20234007982
MY COMMISSION EXPIRES 02/28/2027

Notary Public

APPROVED this 11/26/2025 | 10:49 AM MST day of 11/26/2025 | 10:49 AM MST, 20____.
PUEBLO, a Municipal Corporation

By Signed by: Heather Graham 3A85950B7BCA462...

Heather Graham, Mayor

Docusign Envelope ID: F0A1D3E5-5EAC-45A9-B867-BA323B1E03F2

CITY CLERK'S OFFICE ITEM # M7

BACKGROUND PAPER FOR PROPOSED RESOLUTION

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: ANDREW HAYES, PUBLIC WORKS DIRECTOR

SUBJECT: 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

SUMMARY:

ATTACHED IS A DRAFT REVOCABLE PERMIT (REV-24-37) SUBMITTED BY THE YMCA OF PUEBLO.

PREVIOUS COUNCIL ACTION:

NONE.

BACKGROUND:

THE YMCA OF PUEBLO HAS SUBMITTED A REVOCABLE PERMIT APPLICATION (REV-24-37) FOR THE USE OF ONE LANE OF SPAULDING AVENUE AND ONE LANE OF PARKER BLVD ON OCTOBER 26, 2024, FROM 7:00 A.M. TO 11:00 A.M. FOR THEIR 2024 YMCA SPOOKY SPRINT 5K RUN/WALK EVENT. PARTICIPANTS WILL START AT THE YMCA OF PUEBLO ENTRANCE, HEAD NORTH ON SPAULDING, TURN RIGHT ONTO PARKER BLVD., RUN DOWN TO FAMILY WORSHIP CENTER AND RUN BACK TO THE YMCA ENTRANCE.

FINANCIAL IMPLICATIONS:

NONE.

BOARD/COMMISSION RECOMMENDATION:

THE REVOCABLE PERMIT REVIEW COMMITTEE RECOMMENDS APPROVAL.

STAKEHOLDER PROCESS:

NONE.

Docusign Envelope ID: F0A1D3E5-5EAC-45A9-B867-BA323B1E03F2

ALTERNATIVES:

FAILURE TO APPROVE THE RESOLUTION WILL PREVENT THE APPLICANT FROM UTILIZING THE RIGHT-OF-WAY TO HOST ITS EVENT.

RECOMMENDATION:

APPROVAL OF THE RESOLUTION.

ATTACHMENTS:

1. NOTARIZED REVOCABLE PERMIT - 25-34

Docusign Envelope ID: F0A1D3E5-5EAC-45A9-B867-BA323B1E03F2

RESOLUTION NO. 16185

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

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The attached Revocable Permit (REV-24-37) is authorized to be issued to the YMCA of Pueblo for the use of one lane of Spaulding Avenue and one lane of Parker Blvd on October 26, 2024, from 7:00 a.m. to 11:00 a.m., for their 2024 YMCA Spooky Sprint 5K run/walk event. Participants will start at the YMCA of Pueblo entrance, head north on Spaulding, turn right onto Parker Blvd., run down to Family Worship Center and run back to the YMCA entrance.

SECTION 2.

The use of the public right-of-way granted hereby is subject to all limitations, terms, and conditions set forth in the attached Revocable Permit (REV-24-37).

SECTION 3.

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

SECTION 4.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: November 24, 2025

BY: Brett Boston
MEMBER OF CITY COUNCIL

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

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

Docusign Envelope ID: 98522212-E5B2-4A2E-836F-C1B9906DD90E

REVOCABLE PERMIT

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

1. Name, Address and Telephone Number of Permittee: **YMCA of Pueblo 3200 E Spaulding Ave 7195435151**
2. Permitted Area: To close one lane of Spaulding Avenue and one lane of Parker Boulevard
3. Purpose of Revocable Permit: **Closure of the permitted area to vehicular traffic to facilitate the 2025 YMCA Turkey Trot on Thanksgiving Day**
4. Commencement Date: **November 27, 2025** Time: **7:00 AM**
5. Ending Date: **November 27, 2025** Time: **11:00am**

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

(a) The Permitted Area shall be used for the above-specified Purpose of Revocable Permit. No use of the Permitted Area shall be made before the time of the Commencement Date.

(b) All structures, fences, tables, chairs, equipment or other improvements authorized to be placed in the Permitted Area by Permittee (the "Improvements") shall be constructed, installed, and maintained by Permittee in compliance with all applicable codes, ordinances, rules and regulations of City and this Permit.

(c) If the Revocable Permit is issued for a sidewalk café, the Permittee and sidewalk café shall be subject to all the provisions, conditions and requirements contained in section 9-10-84 of the Pueblo Municipal Code, or as same may be amended, which are incorporated herein by reference. In addition, no Improvement shall be tied-down or chained to any tree within or adjacent to the Permitted Area nor shall any Improvement be installed or located in such a manner as to hinder or interfere with the opening of motor vehicle doors or passenger movement to and from motor vehicles parked adjacent to or near the Permitted Area.

(d) If this Permit is issued for the use of the public right-of-way for a special event, Permittee shall deposit with the City the sum of $500.00 ("Deposit"). The Deposit will be forfeited to the City if Permittee does not remove all Permittee's equipment and property from, and clean and restore the Permitted Area to its original condition before the Time of the Ending Date. If so timely removed and cleaned, the Deposit will be returned to Permittee.

(e) Before the Time of the Ending Date, or immediately upon any other termination of this Permit, Permittee shall, at Permittee's expense, remove all of Permittee's Improvements from the Permitted Area and clean and restore the Permitted Area to its original condition. Failure to timely remove all of Permittee's Improvements from the Permitted Area and clean and restore the Permitted Area to its original condition shall constitute Permittee's abandonment of the Permittee's Improvements, and City may, at Permittee's expense, remove and dispose of Permittee's Improvements and clean and restore the Permitted Area to its original condition. Permittee agrees to pay all City's costs and expenses, including reasonable attorney fees, incurred in the enforcement of this Permit.

(f) Permittee shall keep all Improvements and Permitted Area in good, clean and safe condition and repair, free from litter, waste and debris.

(g) Permittee shall indemnify, defend and hold City, its officers, agents and employees harmless from and against any and all suits, claims, liabilities, loss, damages and expenses, including reasonable attorney fees and cost of defense, arising, directly or indirectly, from or caused by the issuance of this Permit or the conditions hereof, or the existence, construction, installation, repair or maintenance of the Improvements in the Permitted Area, or the use of the Permitted Area or Improvements by Permittee, its officers, agents, employees, invitees or general public.

(h) Neither this Permit nor any of the privileges granted to Permittee hereby, may be conveyed, assigned, transferred or sublet by Permittee without the prior written consent of the City Council of City. Any attempted conveyance, assignment, transfer or subletting of the Permit or Permitted Area without the written consent of the City Council of Pueblo shall be void and of no effect and shall cause this Permit to be automatically revoked.

(i) Permittee shall keep and maintain commercial general liability insurance covering the Permitted Area and Improvements in amounts not less than $1,000,000.00 combined single limits per occurrence and aggregate, naming the City as an additional insured and contain a waiver of rights of subrogation against City. A certificate for such insurance and each renewal thereof shall be delivered to the City. Failure to maintain such insurance shall cause this Permit to be automatically revoked.

(j) Trees, landscaping and shrubbery within or adjacent to the Permitted Area shall be protected from damage or injury by Permittee and shall not be removed except after receipt by the Permittee of the written consent of the City's Director of Parks and Recreation. Covid-19

(k) Any notice or other document required or permitted herein shall be in writing and delivered personally or by first class mail, postage prepaid, as follows:

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

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

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

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

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

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

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

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

Signed in Pueblo, Colorado this 4th day of November, 20 25.

PERMITTEE:

Organization or Individual: YMCA of Pueblo

By: Dirk Hodge

Title: Community Program Director

STATE OF COLORADO)

COUNTY OF PUEBLO) SS..

The foregoing instrument was acknowledged before me the 4th day of November, 20 25 by Dirk Hodge as Community Program Director.

My commission expires: _____.

TACY SUZETTE BARRY
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20234007982
MY COMMISSION EXPIRES 02/28/2027

Tacy Suzette Barry
Notary Public

APPROVED this _____ day of 11/26/2025 | 10:49 AM MST, 20____.

PUEBLO, a Municipal Corporation

By Signed by: Heather Graham 3A85950B7BCA462...

Heather Graham, Mayor

Docusign Envelope ID: F0A1D3E5-5EAC-45A9-B867-BA323B1E03F2

CITY CLERK'S OFFICE ITEM # M8

BACKGROUND PAPER FOR PROPOSED RESOLUTION

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: ANDREW HAYES, PUBLIC WORKS DIRECTOR

SUBJECT: 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

SUMMARY:

ATTACHED IS A REVOCABLE PERMIT SUBMITTED BY THE PUEBLO COUNTY GOVERNMENT.

PREVIOUS COUNCIL ACTION:

NONE.

BACKGROUND:

THE PUEBLO COUNTY GOVERNMENT HAS SUBMITTED A REVOCABLE PERMIT (REV-24-39) REQUESTING TO CLOSE MAIN STREET FROM WEST 8TH STREET TO WEST 11TH STREET, COURT STREET FROM WEST 10TH STREET TO WEST 12TH STREET AND WEST 10TH STREET FROM GRAND AVENUE TO SANTA FE AVENUE FOR THE PURPOSE OF FACILITATING THE COURTHOUSE LIGHTING CEREMONY ON NOVEMBER 26TH, 2024, FROM 8:00 A.M. TO 11:59 P.M.

FINANCIAL IMPLICATIONS:

NONE.

BOARD/COMMISSION RECOMMENDATION:

THE REVOCABLE PERMIT REVIEW COMMITTEE RECOMMENDS APPROVAL.

Docusign Envelope ID: F0A1D3E5-5EAC-45A9-B867-BA323B1E03F2

STAKEHOLDER PROCESS:

NONE.

ALTERNATIVES:

FAILURE TO APPROVE THE RESOLUTION WILL PREVENT THE APPLICANT FROM UTILIZING THE RIGHT-OF-WAY TO HOST ITS EVENT.

RECOMMENDATION:

APPROVAL OF THE RESOLUTION.

ATTACHMENTS:

1.NOTARIZED REVOCABLE PERMIT - 25-38

Docusign Envelope ID: F0A1D3E5-5EAC-45A9-B867-BA323B1E03F2

RESOLUTION NO. 16186

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

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The attached Revocable Permit (REV-25-38) is authorized to be issued 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

SECTION 2.

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

SECTION 3.

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

SECTION 4.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: November 24, 2025

BY: Brett Boston
MEMBER OF CITY COUNCIL

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

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

Docusign Envelope ID: 1B79B6B6-AF08-46AA-BCF6-06291B5C089B

REVOCABLE PERMIT

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

1. Name, Address and Telephone Number of Permittee: **Pueblo County 215 W. 10th Street 719-671-8267**
2. Permitted Area:
W. 10th Street from Court Street to Main Street; N. Main Street from W. 9th Street to W. 11th Street; and Court Street from W. 11th Street to W. 10th Street
3. Purpose of Revocable Permit: To facilitate the Courthouse Lighting Ceremony.
4. Commencement Date: **November 25, 2025** Time: **8:00 AM**
5. Ending Date: **November 25, 2025** Time: **11:59 PM**

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

(a) The Permitted Area shall be used for the above-specified Purpose of Revocable Permit. No use of the Permitted Area shall be made before the time of the Commencement Date.

(b) All structures, fences, tables, chairs, equipment or other improvements authorized to be placed in the Permitted Area by Permittee (the "Improvements") shall be constructed, installed, and maintained by Permittee in compliance with all applicable codes, ordinances, rules and regulations of City and this Permit.

(c) If the Revocable Permit is issued for a sidewalk café, the Permittee and sidewalk café shall be subject to all the provisions, conditions and requirements contained in section 9-10-84 of the Pueblo Municipal Code, or as same may be amended, which are incorporated herein by reference. In addition, no Improvement shall be tied-down or chained to any tree within or adjacent to the Permitted Area nor shall any Improvement be installed or located in such a manner as to hinder or interfere with the opening of motor vehicle doors or passenger movement to and from motor vehicles parked adjacent to or near the Permitted Area.

(d) If this Permit is issued for the use of the public right-of-way for a special event, Permittee shall deposit with the City the sum of $500.00 ("Deposit"). The Deposit will be forfeited to the City if Permittee does not remove all Permittee's equipment and property from, and clean and restore the Permitted Area to its original condition before the Time of the Ending Date. If so timely removed and cleaned, the Deposit will be returned to Permittee.

(e) Before the Time of the Ending Date, or immediately upon any other termination of this Permit, Permittee shall, at Permittee's expense, remove all of Permittee's Improvements from the Permitted Area and clean and restore the Permitted Area to its original condition. Failure to timely remove all of Permittee's Improvements from the Permitted Area and clean and restore the Permitted Area to its original condition shall constitute Permittee's abandonment of the Permittee's Improvements, and City may, at Permittee's expense, remove and dispose of Permittee's Improvements and clean and restore the Permitted Area to its original condition. Permittee agrees to pay all City's costs and expenses, including reasonable attorney fees, incurred in the enforcement of this Permit.

(f) Permittee shall keep all Improvements and Permitted Area in good, clean and safe condition and repair, free from litter, waste and debris.

(g) Permittee shall indemnify, defend and hold City, its officers, agents and employees harmless from and against any and all suits, claims, liabilities, loss, damages and expenses, including reasonable attorney fees and cost of defense, arising, directly or indirectly, from or caused by the issuance of this Permit or the conditions hereof, or the existence, construction, installation, repair or maintenance of the Improvements in the Permitted Area, or the use of the Permitted Area or Improvements by Permittee, its officers, agents, employees, invitees or general public.

(h) Neither this Permit nor any of the privileges granted to Permittee hereby, may be conveyed, assigned, transferred or sublet by Permittee without the prior written consent of the City Council of City. Any attempted conveyance, assignment, transfer or subletting of the Permit or Permitted Area without the written consent of the City Council of Pueblo shall be void and of no effect and shall cause this Permit to be automatically revoked.

(i) Permittee shall keep and maintain commercial general liability insurance covering the Permitted Area and Improvements in amounts not less than $1,000,000.00 combined single limits per occurrence and aggregate, naming the City as an additional insured and contain a waiver of rights of subrogation against City. A certificate for such insurance and each renewal thereof shall be delivered to the City. Failure to maintain such insurance shall cause this Permit to be automatically revoked.

(j) Trees, landscaping and shrubbery within or adjacent to the Permitted Area shall be protected from damage or injury by Permittee and shall not be removed except after receipt by the Permittee of the written consent of the City's Director of Parks and Recreation. Covid-19

(k) Any notice or other document required or permitted herein shall be in writing and delivered personally or by first class mail, postage prepaid, as follows:

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

Docusign Envelope ID: 1B79B6B6-AF08-46AA-BCF6-06291B5C089B

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

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

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

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

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

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

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

Signed in Pueblo, Colorado this 12 day of November, 20 25.

PERMITTEE:
Organization or Individual: Pueblo County Government
By: Sabina Genesio
Title: Pueblo County Manager

STATE OF COLORADO)

COUNTY OF PUEBLO) SS..

The foregoing instrument was acknowledged before me the 12th day of November, 20 25 by Tricia Ayala as Notary / Administrator.

My commission expires: 05-05-2027.

Tricia Ayala

Notary Public

TRICIA AYALA
Notary Public
State of Colorado
Notary ID # 20234017061
My Commission Expires 05-05-2027

APPROVED this _____ day of 11/26/2025 | 10:49 AM MST, 20____.
PUEBLO, a Municipal Corporation

Signed by: Heather Graham
3A85950B7BCA462...

By _____

Heather Graham, Mayor

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, 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. FINAL_2026_ Staffing_BACKGROUND ONLY
2. FINAL_ 2026_Staffing_ORDINANCE ONLY (2)

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 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 849 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. Assistant Director/Info Technology
2. Deputy Mayor
3. Associate Engineer I
4. Construction Inspector
5. Sr. Planner
6. Police Patrol Officer
7. Police Patrol Officer
8. Police Patrol Officer
9. Police Patrol Officer
10. Police Patrol Officer

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.

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: November 24, 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.

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

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: November 24, 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 _____.

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

SITE PLAN

MADISON AVENUE AND PITKIN AVENUE REZONE Z-25-13

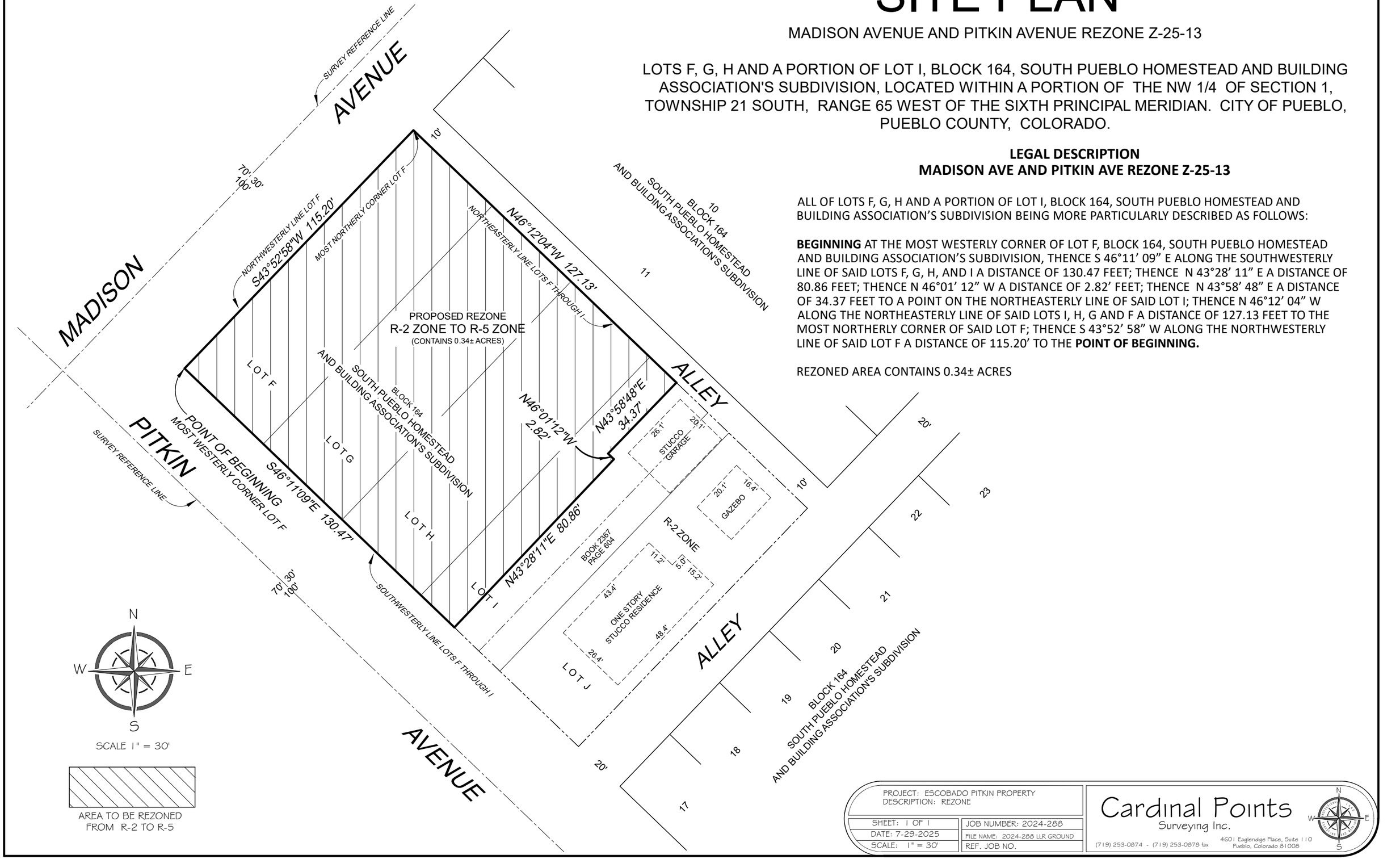
LOTS F, G, H AND A PORTION OF LOT I, BLOCK 164, SOUTH PUEBLO HOMESTEAD AND BUILDING ASSOCIATION'S SUBDIVISION, LOCATED WITHIN A PORTION OF THE NW 1/4 OF SECTION 1, TOWNSHIP 21 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN. CITY OF PUEBLO, PUEBLO COUNTY, COLORADO.

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:

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



N
W E
S

SCALE 1" = 30'

AREA TO BE REZONED
FROM R-2 TO R-5

PROJECT: ESCOBADO PITKIN PROPERTY 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.

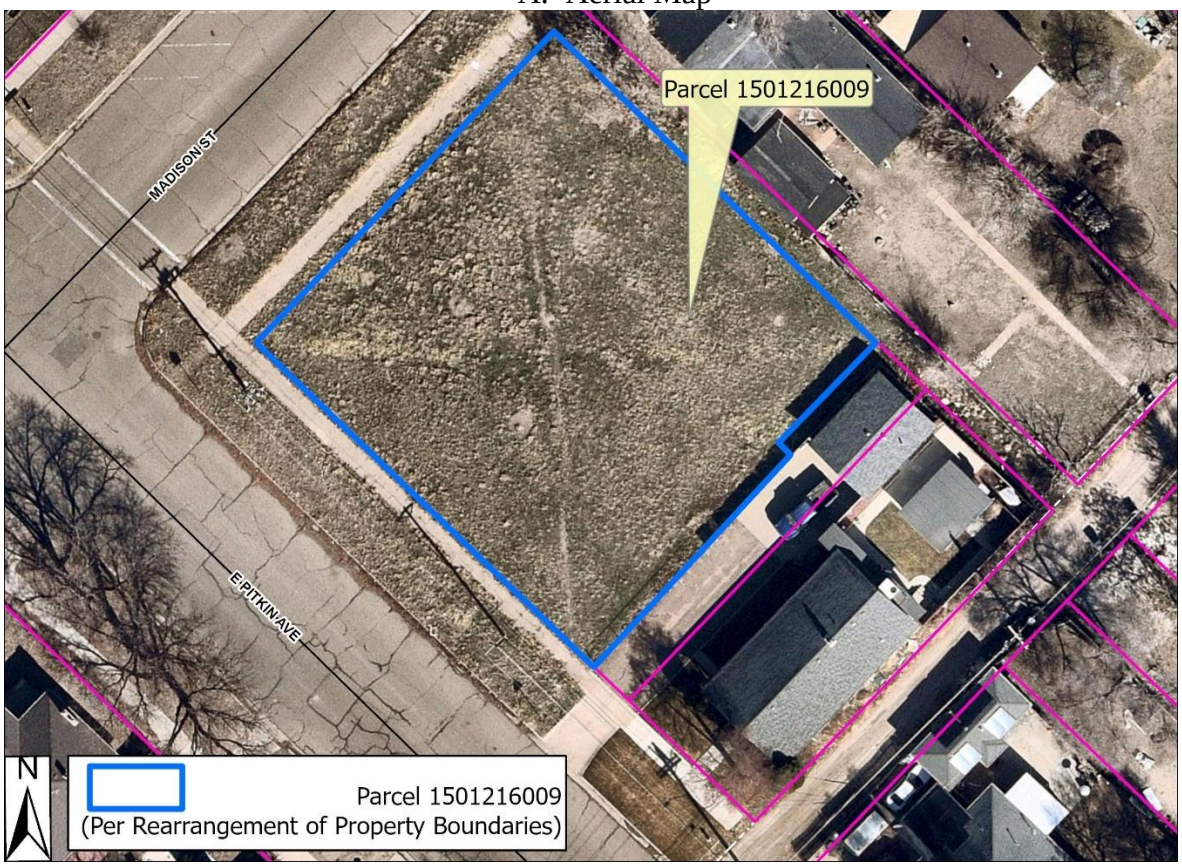
REFERRAL AGENCIES AND COMMENTS:

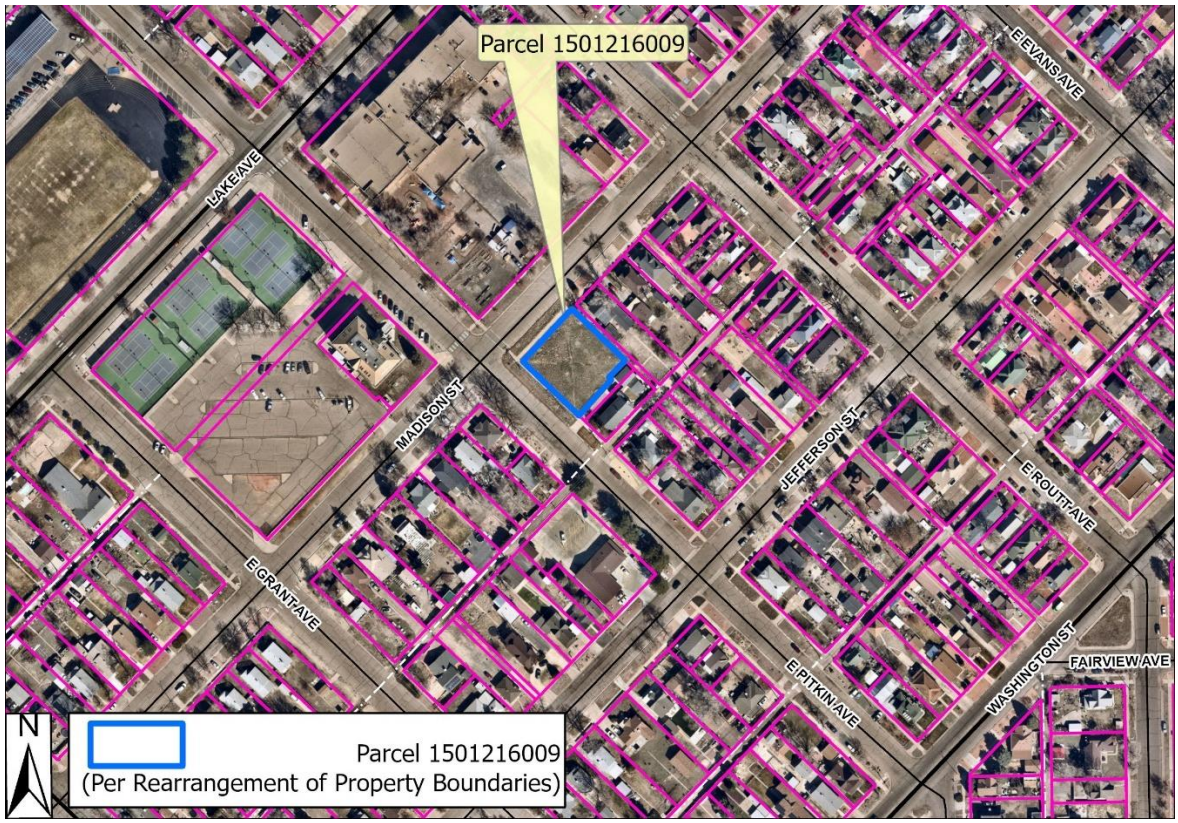
• City Public Works	Please revise the legal description of the zoning exhibit to match the area outlined to be rezoned and include the total area that will be rezoned in the legal description.
• City Transportation	There are a few concerns with the preliminary site plan. The drive aisle will need to 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:

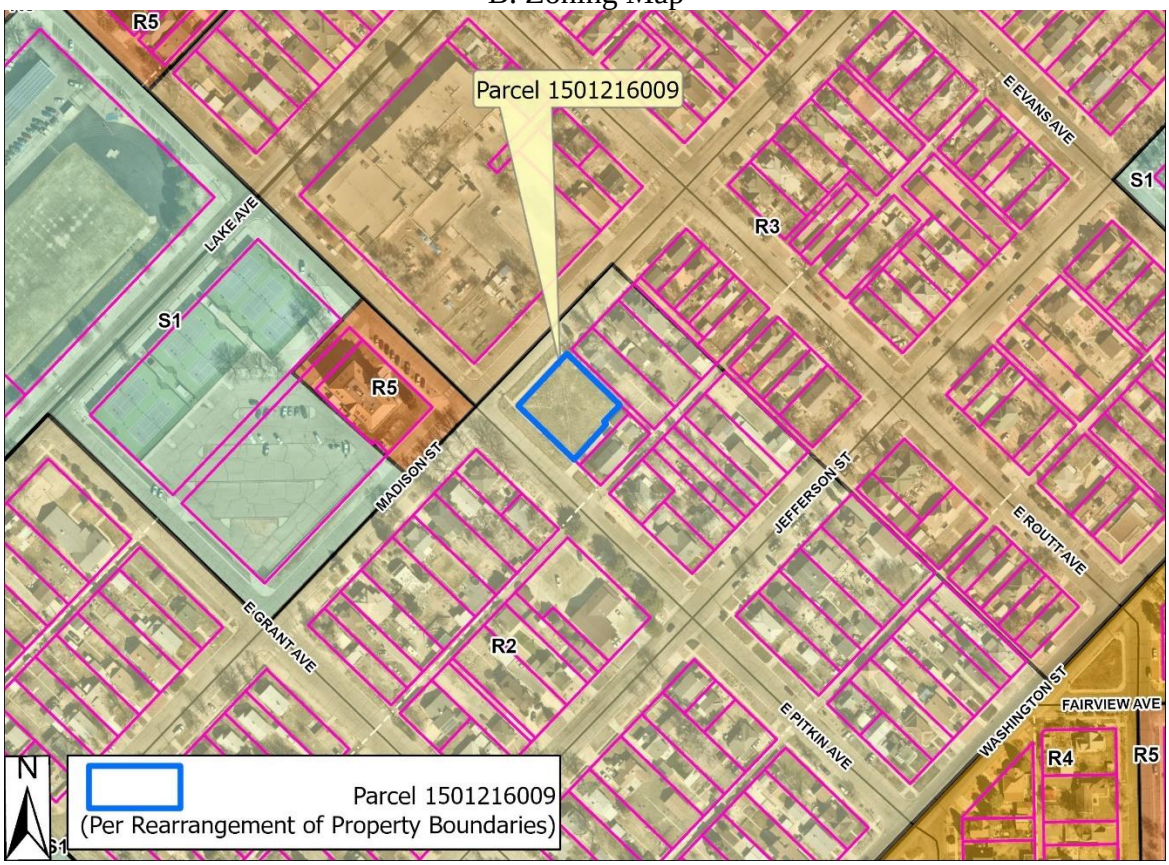
A. Aerial Map
B. Zoning Map
C. Comprehensive Plan Map
D. Public Notice Photo
E. Site Photos
F. Supporting Documents: Zoning Map Exhibit, Tentative Site Plan, and P&Z Application

A. Aerial Map

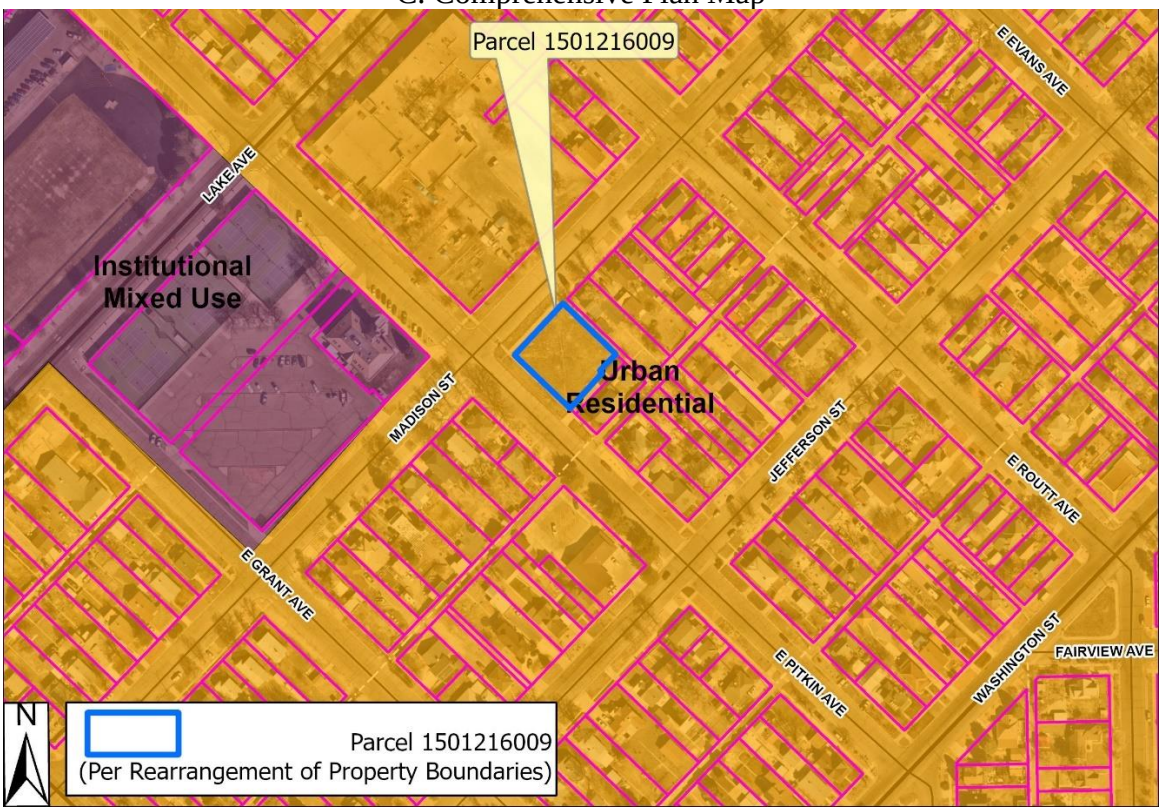

Parcel 1501216009
MADISON ST
E PITKIN AVE
N
Parcel 1501216009
(Per Rearrangement of Property Boundaries)


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

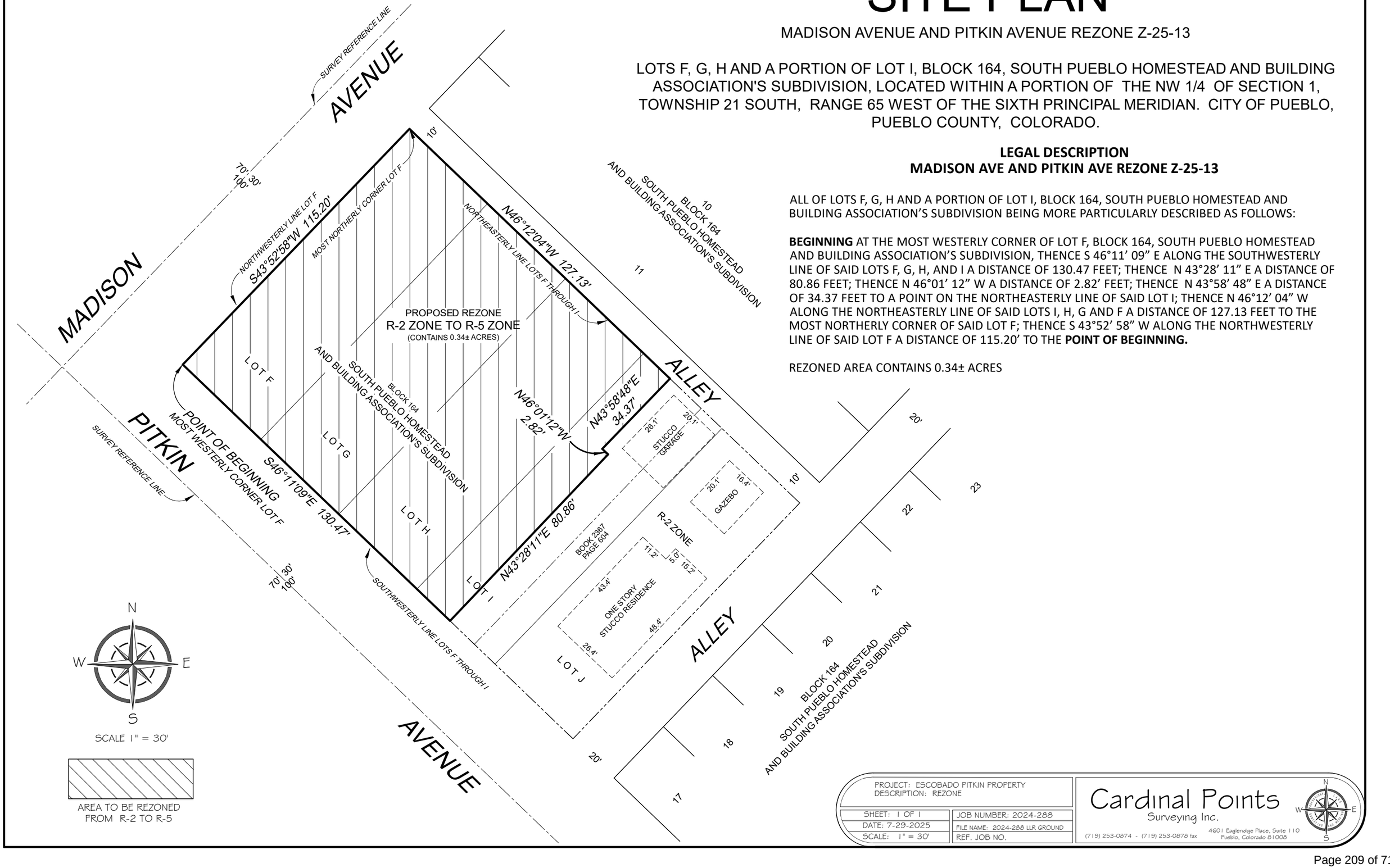
LOTS F, G, H AND A PORTION OF LOT I, BLOCK 164, SOUTH PUEBLO HOMESTEAD AND BUILDING ASSOCIATION'S SUBDIVISION, LOCATED WITHIN A PORTION OF THE NW 1/4 OF SECTION 1, TOWNSHIP 21 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN. CITY OF PUEBLO, PUEBLO COUNTY, COLORADO.

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:

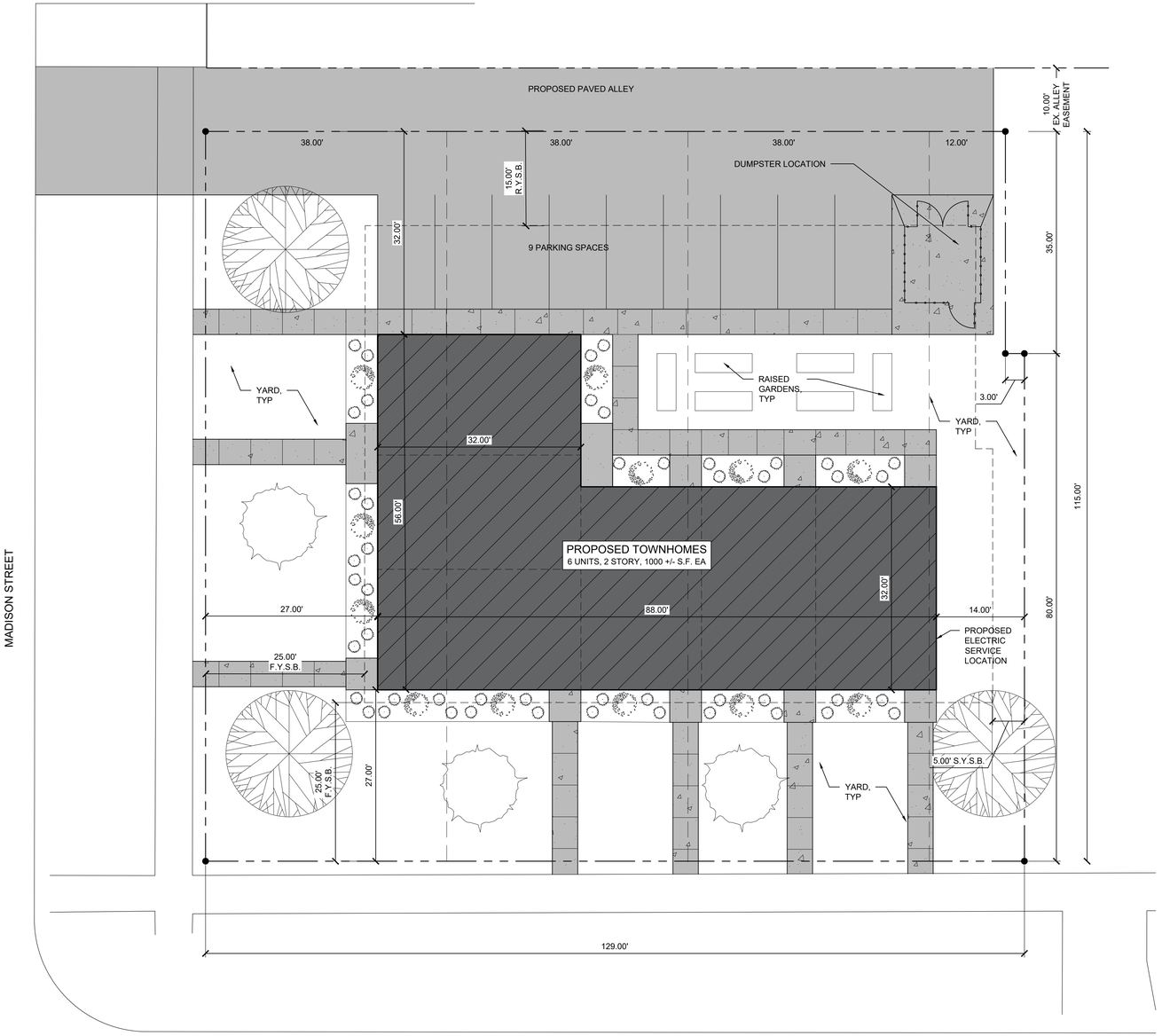
BEGINNING AT THE MOST WESTERLY CORNER OF LOT F, BLOCK 164, SOUTH PUEBLO HOMESTEAD AND BUILDING ASSOCIATION'S SUBDIVISION, THENCE S 46°11' 09" E ALONG THE SOUTHWESTERLY LINE OF SAID LOTS F, G, H, AND I A DISTANCE OF 130.47 FEET; THENCE N 43°28' 11" E A DISTANCE OF 80.86 FEET; THENCE N 46°01' 12" W A DISTANCE 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 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



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

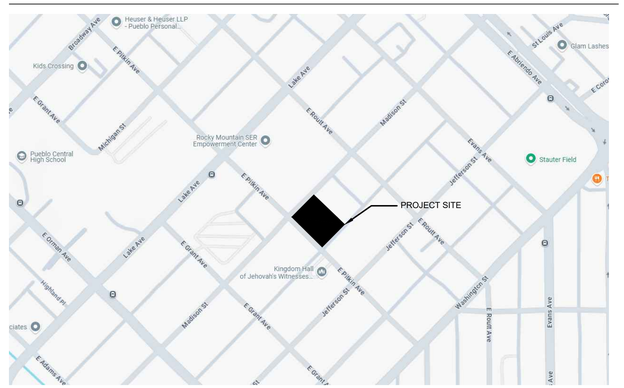
LOTS F, G, H, AND PART OF LOT I
SOUTH PUEBLO HOMESTEAD & BUILDING ASSOCIATION SUBDIVISION
PUEBLO, CO 81004

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

SETTLEMENT TITLE AND PLANNING INC. EXPRESSLY RESERVES THE COMMON LAW COPYRIGHT AND OTHER PROPERTY RIGHTS IN THESE PLANS. THESE PLANS ARE NOT TO BE CHANGED OR COPIED IN ANY FORM OR MANNER WHATSOEVER NOR ARE THEY TO BE ASSIGNED TO ANY THIRD PARTY WITHOUT FIRST OBTAINING THE EXPRESS WRITTEN PERMISSION OF THE ARCHITECT OF RECORD. ALL PLANS, SPECIFICATIONS AND DRAWINGS SHALL BE RESTRICTED TO THE ORIGINAL SITE FOR WHICH THEY WERE PREPARED AND PUBLICATION THEREOF IS EXPRESSLY LIMITED TO SUCH USE. REPRODUCTION OR PUBLICATION BY ANY METHOD, IN WHOLE OR IN PART, IS PROHIBITED. TITLE TO THE PLANS AND DRAWINGS REMAINS WITH THE ARCHITECT AND PSTM ARCHITECTURE AND PLANNING INC.

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:	[signature]	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

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

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

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

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: November 24, 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: November 24, 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 _____.

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

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 Attention: Superintendent 315 W. 11th Street Pueblo, CO 81003 Telephone: (719) 549-7100 barbara.kimzey@pueblod60.org
With a copy to:	Michael Bayer 315 W.11th Street Pueblo, CO 81003 Director of School Culture, Wellness and Safety michael.bayer@pueblod60.org
If to the City:	Pueblo Police Department Attention: Chief of Police 200 South Main Street 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

Remainder of Page Intentionally Blank

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: Andrew Hayes, Public Works Director

SUBJECT: 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

SUMMARY:

This Ordinance approves a CDOT Access Permit Agreement establishing developer obligations for installation of public improvements along Pueblo Boulevard.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

DTV Pueblo & Gretna, LLC and TBAZ, LLC are the owners and developers of property located on the north side of Pueblo Boulevard near Gretna Avenue. As a condition of development, the Colorado Department of Transportation (CDOT) is requiring the installation of certain highway improvements on Pueblo Boulevard including acceleration and deceleration lanes, raised concrete median, striping, signage, and other improvements. CDOT has issued an access permit to the City requiring these improvements be installed prior to development and this agreement passes the obligations through to the developers.

FINANCIAL IMPLICATIONS:

There is no direct financial impact to the City resulting from entering into this agreement. The developers will incur the obligation to install the required public improvements as part of the site development project.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

Failure to pass this Ordinance will preclude the City from entering into the agreement with the developers.

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 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 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, 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 _____.

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

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
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

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

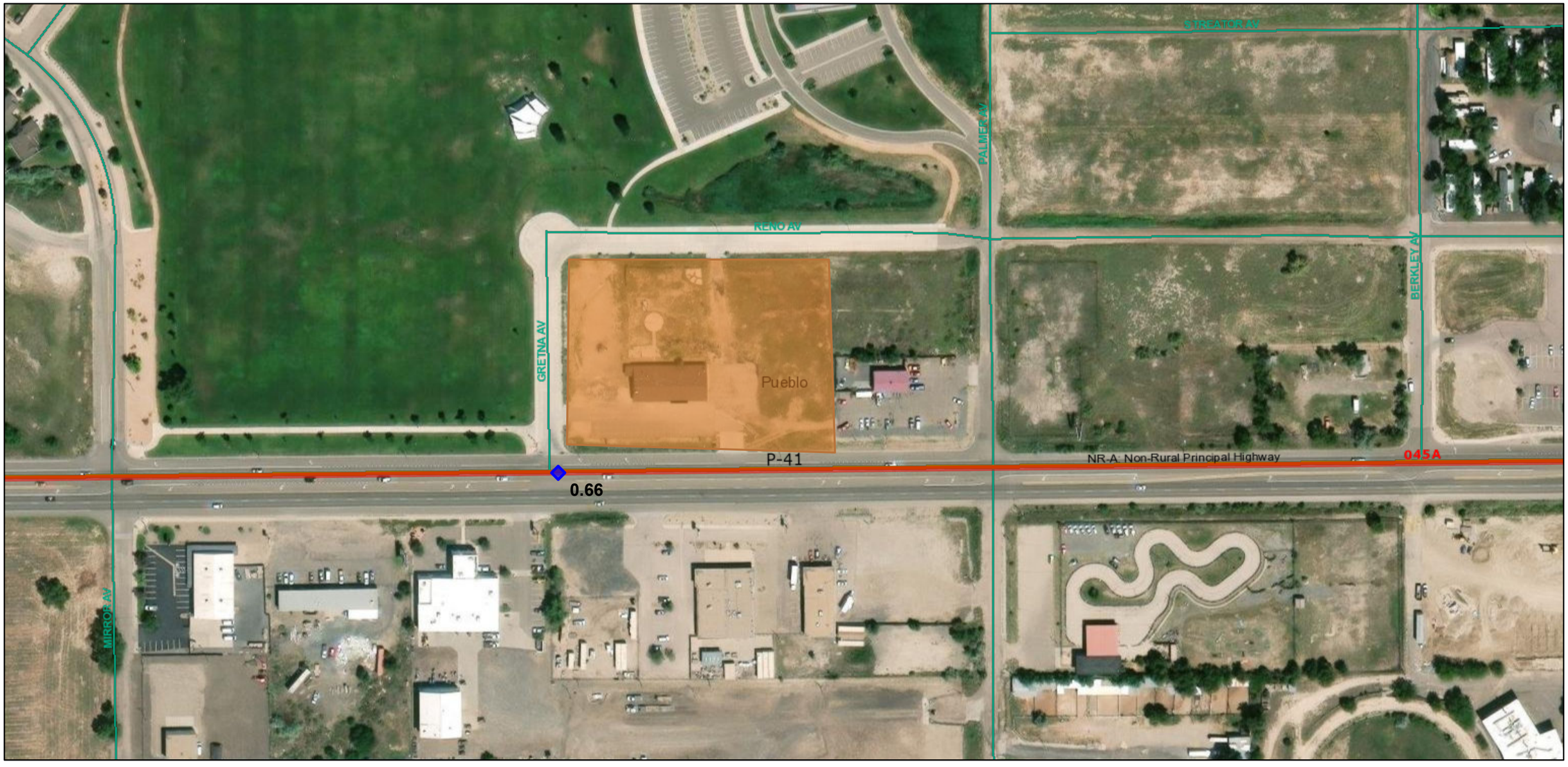
CDOT Access Unit
Ron Young, Access Inspector
(719) 289-8718
ronaldr.young@state.co.us

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, 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. • 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.

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

TERMS & CONDITIONS

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
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, 4 25, 5 25, 7 26, 1 26, 2 26, 4 26, 5 27, 1 27, 2 27, 3 27, 4 27, 6 27, 7 27, 9 28, 1 28, 2 28, 4 28, 5 28, 7

Web AppBuilder for ArcGIS
Maxar, Microsoft | Esri, HERE, Garmin, iPC |

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. • 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 Resolution

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: Andrew Hayes, Public Works Director

SUBJECT: 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

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 $3,398,239.43.

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 $3,398,239.43 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 Agreement

RESOLUTION NO.

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

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 $3,398,239.43.

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: November 24, 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 $3,398,239.43 (for the Study and Report Phase, NEPA Analysis, Preliminary Design Phase, Final Design Phase, and ROW Needs Assessment) 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: Aaron Warford, Vice President of Transportation Services, 1960 Premier Drive, Mankato, MN, 56001. 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 32 pages.
- Schedule 2 - "Fee Schedule" consisting of 4 pages.
- Schedule 3 - "Work Schedule" consisting of 2 pages.
- Schedule 4 - "Identification of Personnel, Subcontractors, and Task Responsibility" consisting of 13 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

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.

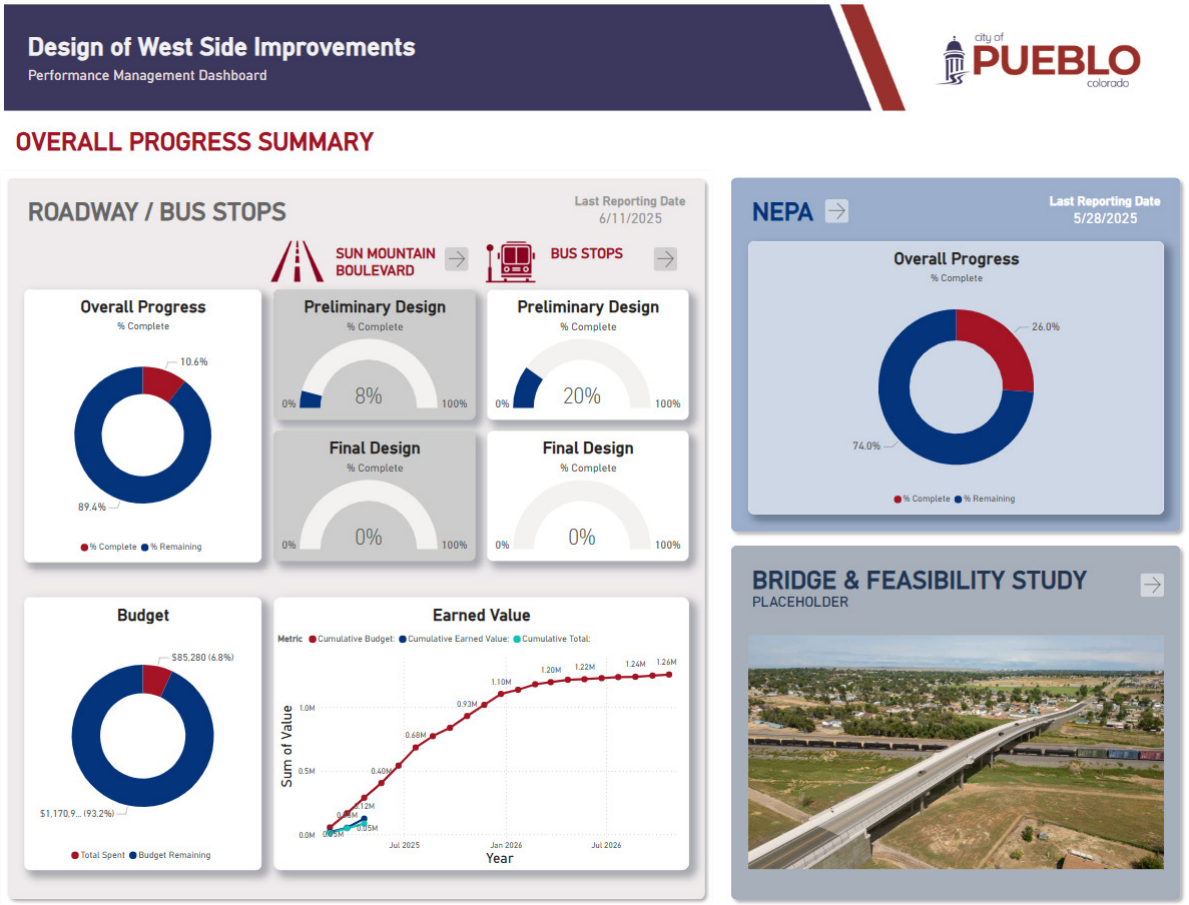
COMMUNICATION

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.

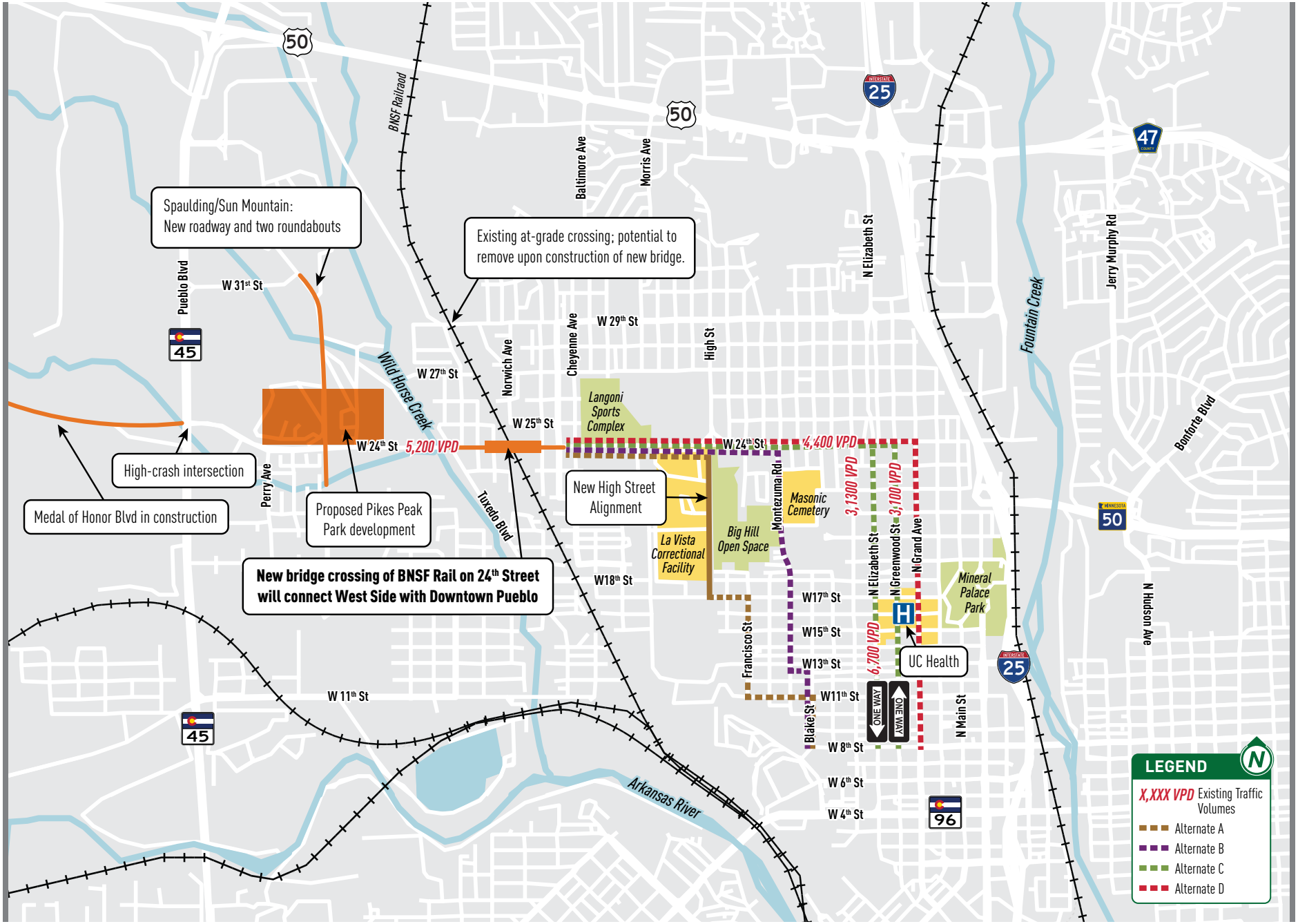
A key step of the study is to develop a range of criteria that will be used to evaluate the alternatives. Potential criteria may include:

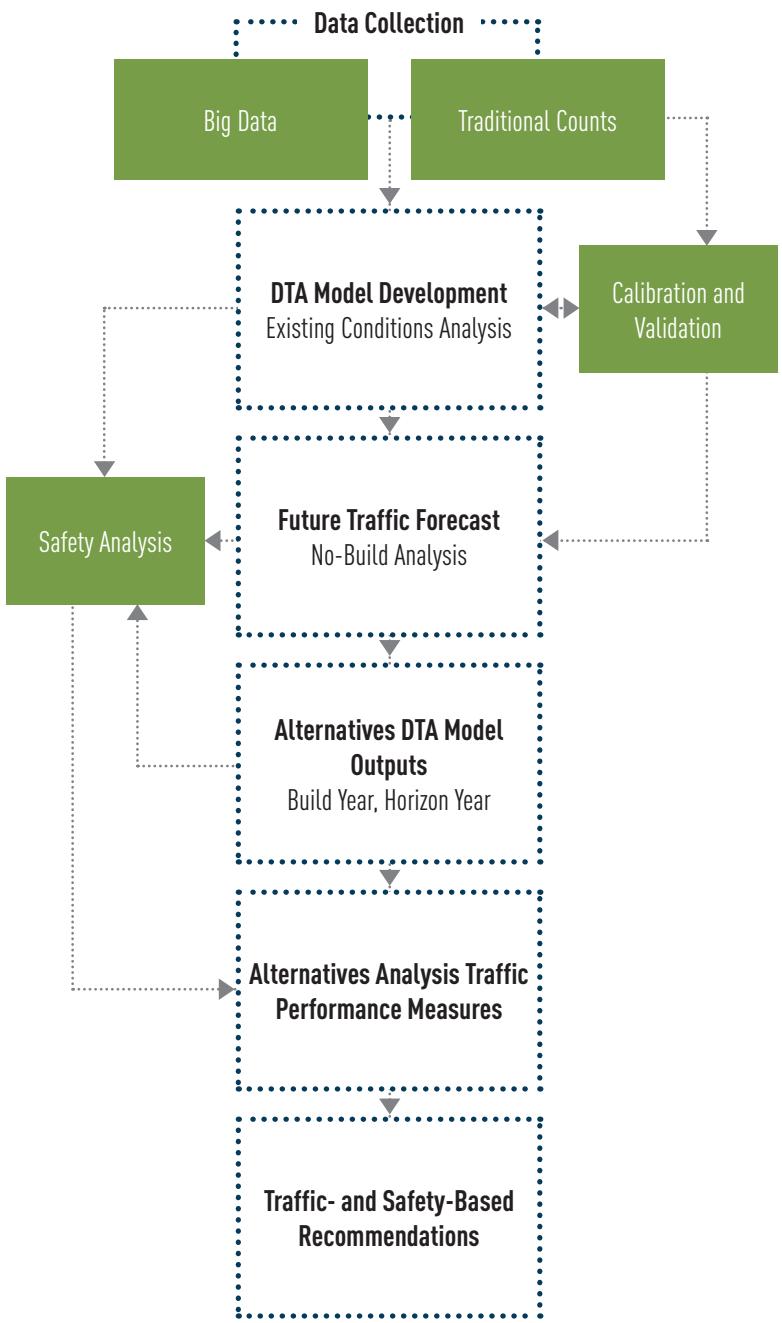
- Cost
- Circulation patterns and property access
- Right-of-way impacts
- Pedestrian and bicycle facility needs and connections
- Freight movement considerations
- Intersection operations and safety
- Utility/drainage impacts

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.

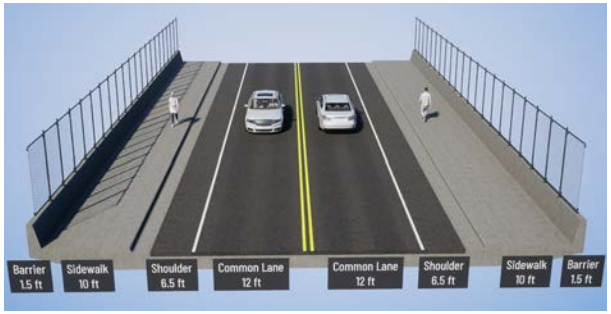
Structure Selection Report (SSR)
A central deliverable in this phase is the SSR, which will be developed collaboratively by Ryan Evans (bridge design lead) and Matt Gilbert (SSR manager/quality assurance manager). Matt will facilitate the SSR development following a process used by FHWA/CDOT, a process 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.

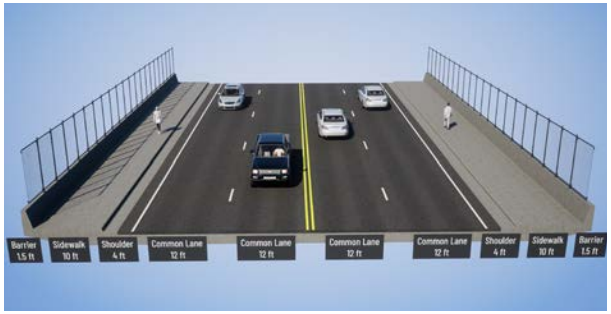
We already have a working concept for the crossing. A 37-foot-wide roadway section with 10-foot sidewalks on either side. This multimodal configuration is designed to support safe and inclusive access for all users and will be further refined in collaboration with project stakeholders.

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

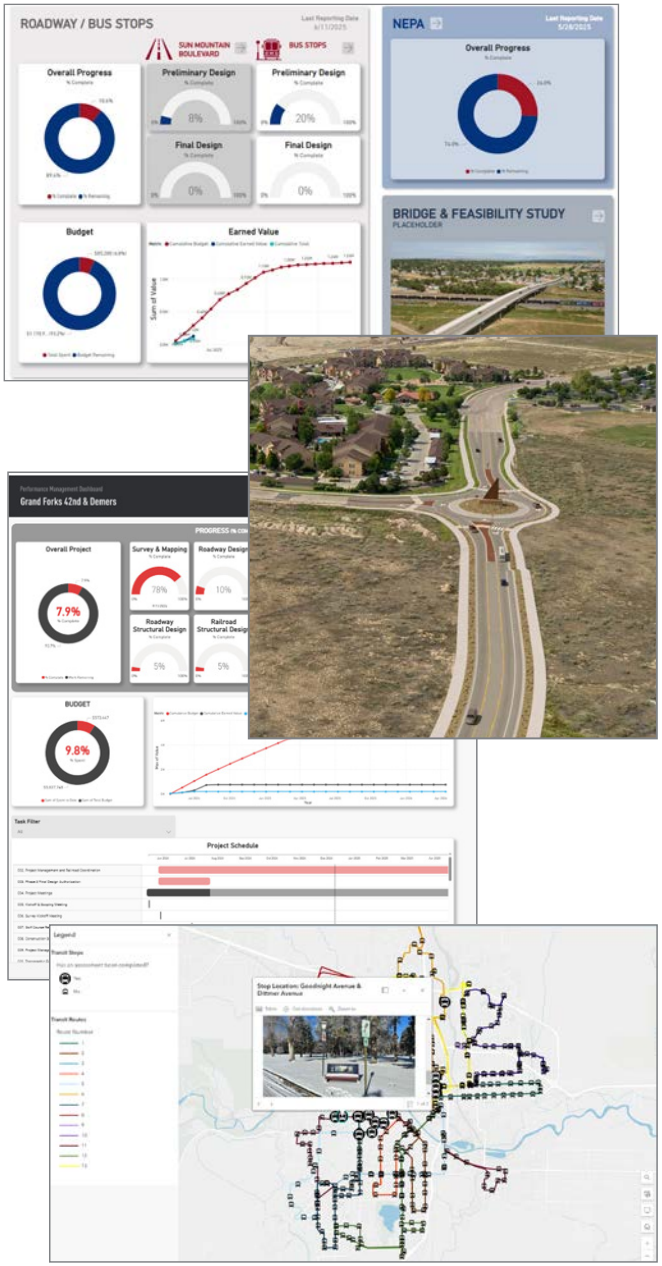
Our approach to public engagement goes beyond the standard checklist. We design our outreach strategies around accessibility, transparency, and authentic community involvement, meeting people where they are, both physically and emotionally. For a project like the Downtown Corridor Study, where multiple 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

VALUE-ADDED SERVICE: STRATEGIC GRANT AND PROJECT FUNDING

A hallmark of our team's approach to delivering major projects for our clients is helping them secure the funding to make it happen. While we understand the city has a capable and successful grant team that has secured the initial funding for this work, a focused perspective on this singular project based on our gained understanding of the project details, needs, and competitive qualities will provide immense value to the city.

Our team has significant history in engaging with unfunded client projects during planning and early design phases and working to fully fund each through strategic planning and grant execution.

DEVELOP A FUNDING PLAN

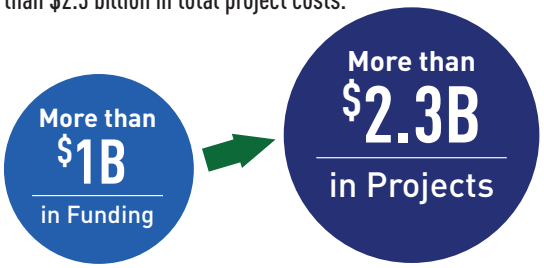
Once details are known with respect to planned improvements and costs, our team will develop a detailed and aggressive funding plan. Our funding plans clearly identify all viable programs, maximum and likely award sizes, award match requirements, eligible uses of funds, and time requirements for obligation and full expenditure of the funds. Our funding plans also layout how multiple competitive program dollars can be paired down to the specifics of eligible uses to maximize every dollar and have the most minimal financial impact on local agencies. Finally, our funding plans support development of project implementation plans that strategize phased and fiscally responsible project delivery. This will also strategize the most competitive and technically feasible order of pursuits so that an out of order win does not diminish the competitiveness of other identified opportunities. The implementation plan will also recognize where delivery can be accelerated with major funding wins.

DEVELOP A MARKETING PLAN

While our funding plans layout out a path to maximize every dollar, a project marketing plan will strategize on how to best message and position the project for success. This is one of the most important parts of the whole. The story and the need should be developed here and before an application is drafted. Political representatives should be made aware of developing needs and brought along before there is a financial ask. Our team will develop high-level thoughts around marketing this project to elected officials along with a supporting fact sheet to support these efforts.

Transportation Funding Impact

We have helped our clients secure more than $1 billion in competitive transportation funds, leveraging more than $2.3 billion in total project costs.



BNSF/UP RAILWAY GRADE SEPARATED CROSSING

BNSF is the largest railway mover of crude oil in the United States and the second largest railway overall for moving goods like grains, raw materials, electronics, clothing, and low-sulfur coal. BNSF falls second to Union Pacific (UP). The railroad tracks that run through Pueblo have tracking and owner rights shared by both BNSF and UP. The new administration has promised support for manufacturing and expansion of crude-oil and fossil fuel extraction. Advancing development of this need now will be essential to take advantage of the likely supporting refocus in federal funding priorities.

POTENTIAL BRIDGE FUNDING SOURCES
Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Capital Grant
FRA Railroad Crossing Elimination (RCE) Program
FRA Consolidated Rail Infrastructure and Safety Improvements (CRISI) Program
Infrastructure for Rebuilding America (INFRA) Grant Program
States' Economic Development Assistance Program
Workforce Opportunities for Rural Communities (WORC) Initiative

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
5	Right-of-way (ROW) Needs Assessment	Each	$2,005.12
GRAND TOTAL			**$3,398,239.43**

(Continue to next page)

BID ALTERNATES – Not Awarded

Line Item	Description	Unit of Measure	Unit Cost
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:

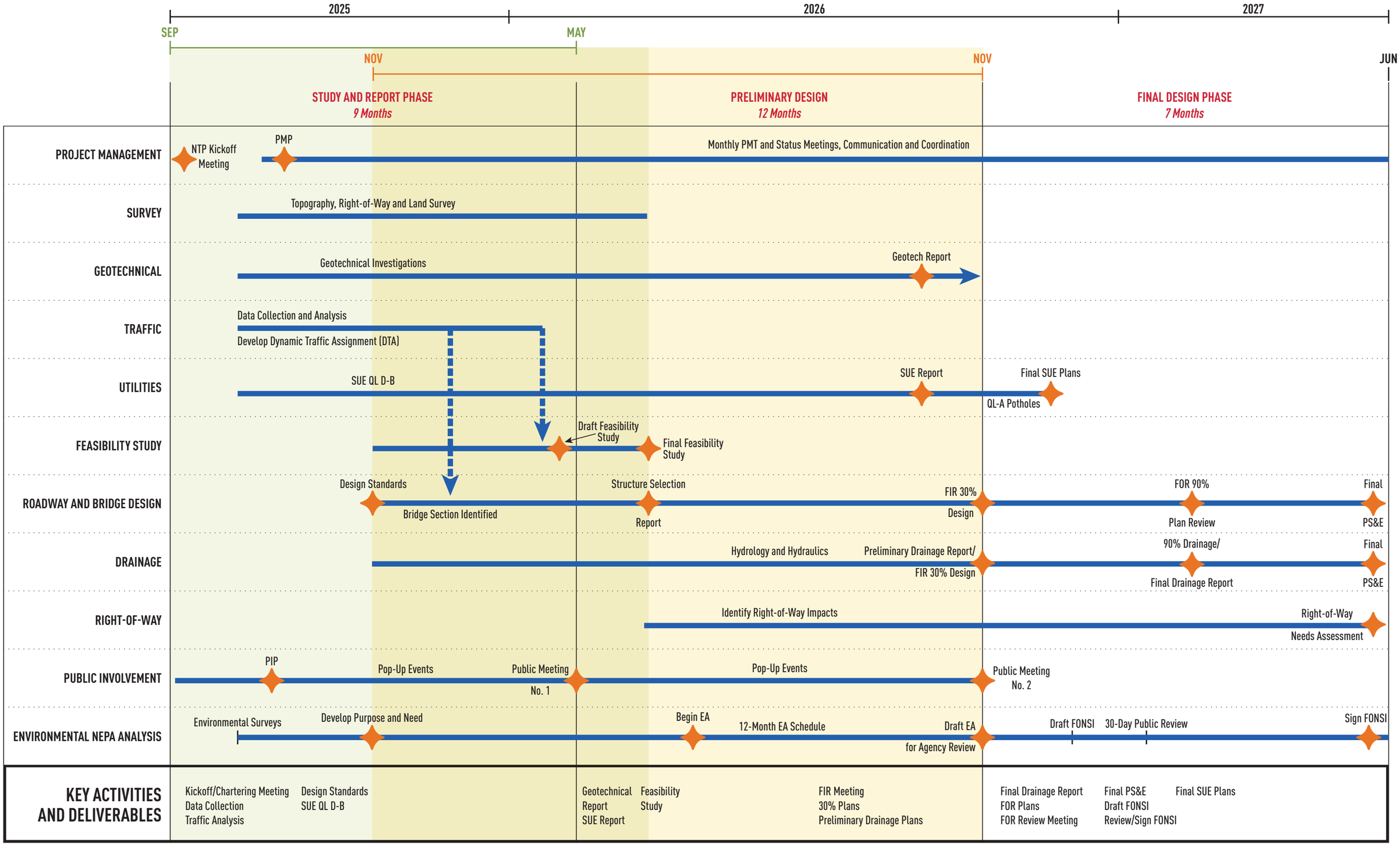
- **STUDY AND REPORT PHASE**
  - 270 days
- **NEPA PHASE**
  - 640 days (365 days for EA)
- **PRELIMINARY DESIGN PHASE**
  - 365 days
- **FINAL DESIGN PHASE**
  - 210 days

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, Statement of Qualifications, Pages 4 – 15

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.

Corridor Design Bridge Public Outreach Utilities/SUE
Corridor Study Survey Geotechnical Funding NEPA

Jason Freitas, PE | Traffic Engineering and Safety | Bolton & Menk

Jason has a diverse project history that includes multimodal and intelligent transportation systems planning, design, and operations. He specializes in arterial fiber design, traffic signal technology and design detailing, signing and striping, traffic operation studies, safety analyses, and traffic simulation modeling. Jason has successfully led projects with various agencies within California, Arizona, and Colorado. Whether it is evaluating and implementing safety and technology needs for multimodal operations, including pedestrians, bicycles, transit, and connected vehicles, Jason will leverage his experience to identify solutions that best meet your needs.

- 83rd Avenue Reconstruction, Greeley, CO
- I-70 Westbound Peak Period Shoulder Lane, CDOT*
- Bus Rapid Transit Feasibility Study, Regional Transportation District*

Andrew Babb, PE, AICP | Transportation Planner | Bolton & Menk

A transportation project manager on the Bolton & Menk team, Andrew began his professional career in 2014. He is an expert in traffic engineering, transportation planning, and city and regional planning, and is responsible for the planning, development, and completion of transportation-focused projects.

- Highway 25 Area PEL Study, Wright and Sherburne Counties, MN
- Conceptual Design Services, Greeley, CO

Chris Braband, PE | Conceptual Design | Bolton & Menk

Chris is a senior transportation project engineer for Bolton & Menk who began his career in 2008. He has experience in conceptual, preliminary, and final design throughout the Midwest. His diverse background gives him a unique perspective on transportation projects, and he uses this perspective to incorporate innovative techniques and solutions into his design approach. He is proficient in Bentley GEOPAK, OpenRoads Connect Edition, ConceptStation, and InfraWorks. He leads the training of internal staff, incorporating a 3D-centric design process into everyday workflow.

- Highway 14 Expansion, MnDOT
- I-35 Forest Lake UBOL and Bridges, MnDOT
- I-494 Airport to Highway 169 Design-Build, MnDOT Metro

Connor Cox | Active Transportation Planner | Bolton & Menk

Connor is a practice leader for Midwest transportation planning who began his career in 2012. He is responsible for leading active transportation planning work across Bolton & Menk's Midwest offices and is an expert in pedestrian and bicycle plans and studies, safe routes to school projects, complete streets projects and policies, trail studies and master plans, and safety action plans. Connor has ample experience with active transportation plans and studies, complete streets planning, design, and maintenance, bikeway design, corridor studies, winter maintenance, and grant funding.

- Grand Valley Pedestrian Crossing Study, Grand Forks-East Grand Forks MPO
- Capital City Bikeway - Pases II-III, St. Paul, MN

Wes Boggs, PE | Roadway Design | Bolton & Menk

Wes is a senior transportation project engineer who began his career in 2012. He is responsible for context sensitive design and solutions, roadway modeling, developing biddable plans and engineer's estimates, alternatives evaluation, and screening and technical mentoring. The use of innovative technologies, sustainable practices, and community engagement strategies gives Wes the ability to create roadways that not only minimize accidents and fatalities, but also reduce congestion, travel times, and environmental impact.

- 83rd Avenue and 4th Street Improvements, Greeley, CO
- 15th Avenue Ct Pedestrian Underpass Replacement, Greeley, CO

Chris Lowry | Design Technician | Bolton & Menk

Chris is a transportation senior engineering technician who began his career in 1998. He is responsible for creating complex and detailed designs, the preparation and specifications of projects, and providing cost estimates. His areas of expertise include plan production, cutting sheets, managing base files, quality control (QA/QC), and project coordination.

- 30th Street Corridor Improvements, Colorado Springs, CO*
- I-25/Powers Interchange, CDOT*

Corridor Design · Bridge · Public Outreach · Utilities/SUE
Corridor Study · Survey · Geotechnical · Funding · NEPA

John Reyant | Senior Bridge Technician | Bolton & Menk

John has served as an engineering technician since 1981 and has significant experience in municipal infrastructure, roadway, and bridge design drafting. He has served as the lead designer for numerous municipal projects in the City of New Prague as well as lead designer on large project assignments such as the City of Minneapolis Marq-2 and Blue Earth County TH 14/CSAH 12 Interchange. John is an experienced GEOPAK and MicroStation technician and has a depth of expertise in highway, storm and sanitary sewer, and watermain design.

- US 10/169 Ramsey Gateway Project, Ramsey, MN
- US10/169 Improvements Project, Anoka, MN
- TH 61 in White Bear Lake, MnDOT

Andy Pelikan, PE, SE | Bridge Design Engineer | Bolton & Menk

Andy is a structural design engineer who began his career in 2016. He is responsible for analyzing and designing new and in situ structures, including bridges, culverts, and retaining walls. Andy enjoys deconstructing complex projects into their basic components to find a solution. He has been involved in several on-site inspections and in the design efforts for several different superstructure types including precast concrete, steel girder, cast-in-place concrete helical pedestrian ramp, and steel through truss. Andy is also competent in finite element analysis modeling.

- Highway 10 Ramsey Gateway, Anoka County, MN
- Highway 10/169 Improvements, Anoka, MN

Alec Lorenz, EIT | Bridge Load Rating and Retaining Wall Design | Bolton & Menk

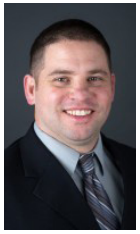
Alec is a structural design engineer who began his professional career at Bolton & Menk in 2022. He is responsible for producing structural design calculations, preparing engineering drawings, and writing engineering reports and correspondence. Alec is passionate about the physical systems that he, as an engineer, attempts to overcome and adapt to increase the safety of public infrastructure.

- Highway 10 Ramsey Gateway, Anoka County, MN
- Highway 10/169 Improvements, Anoka, MN

Ashley Hudson, AICP | Funding Specialist | Bolton & Menk

Ashley is the leader of Bolton & Menk's transportation funding service and manages a team of planners and other technical experts to orient our clients' projects for successful funding pursuits. She is very engaged with how projects are funded within an agency's planning and budget and a wide array of competitive sources. Under Ashley's leadership, we have helped clients secure more than $1 billion in transportation funds, leveraging more than $2.3 billion in total project costs; mostly in the past five years alone. Most notably, more than 50 percent of total competitive funds secured has been bundled to deliver and build projects at an average contribution from the local project partners of only 25 percent.

- Multiple Projects, USDOT/IIJA
  - » More than $300 million secured
  - » More than $4 million in planning grants for more than 10 Safe Streets and Roads for All Safety Action Plans



Jeb Sloan, PE | Drainage Design | Theorem

Jeb brings more than 23 years of experience in the management, design, and construction of transportation and drainage infrastructure projects for a wide range of municipalities and agencies across Colorado. He has a strong background in leading multidisciplinary, multimodal projects, with a proven ability to deliver designs that align with the needs and expectations of diverse stakeholders. His drainage experience includes designing the following: creek/river modeling/revetment design, irrigation facility design, storm sewer design, bridge scour/revetment design and local and regional water quality and flood control facility design.

- Windermere over Highline Canal, Littleton, CO
- Cottonwood Drive, Parker, CO
- 17 Bridge Improvements, CDOT Region 2

Corridor Design Bridge Public Outreach Utilities/SUE
Corridor Study Survey Geotechnical Funding NEPA

Mike Cuppy, PE, PLS | Land Survey and Utility Design | NorthStar

Mike is a principal of NorthStar Engineering and Surveying, Inc. and is committed to delivering to the client the highest quality performance on all projects. He is licensed to practice in the State of Colorado. With more than 27 years of experience in land surveying and development, he has extensive knowledge in all aspects of the discipline including boundary, right-of-way, ALTA/ACSM, utility, and topographic surveys for major municipal, commercial, and residential projects.

- Pikes Peak Park Development, Pueblo, CO
- Various Projects, School District 60, Pueblo, CO

Bill Barreire, PE | Geotechnical Engineer | VIVID

Bill has 30 years of practical experience including a significant amount of transportation and municipal infrastructure and facilities-related experience for numerous entities including FHWA-Central Federal Lands Highway Division, CDOT, and numerous city and county agencies. His experience includes performing and managing civil and geotechnical engineering services, environmental services, and materials testing/inspection services. His expertise includes providing geotechnical design recommendations and construction testing and inspection services for buildings, bridge foundations, minor structures, utilities, roadway embankment construction, slope and earth retention systems, pavements, utilities, and facilities for design-bid-build and alternative delivery such as design-build, P3, and CM/GC. Bill has delivered similar geotechnical services on more than 50 projects in the Pueblo area between 2008 and 2024.

- Medal of Honor (MOH) Boulevard Extension, Pueblo County, CO
- Hightway 50 and Purcell Interchange, CDOT
- Blackwell and Inman Drive Pavement Design, Pueblo, CO

Jennifer McPherson | Public Outreach Lead | Chickenango

Jennifer is a FEMA-certified Public Information Officer with 26 years of communications experience in civil engineering. Her deep understanding of transportation infrastructure, from planning to construction, highlights the crucial role of communications in project success. Jennifer specializes in connecting outreach efforts to all corners of communities through public engagement, government relations, public meetings, and stakeholder collaboration. She has a strong track record of creating and executing strategic messaging plans for infrastructure projects, particularly in rural areas, for both state

- West Side Improvements, Pueblo, CO
- Pueblo US 50 and CO 231 Improvements, CDOT
- Mountain Rail Study, CDOT

Charlotte Norville | Public Outreach | Chickenango

Charlotte brings more than 15 years of experience in public involvement, communications, and volunteer engagement. With a background in both public and private sectors, she excels in creating meaningful connections between agencies and the communities they serve. Charlotte has led communication strategies, organized large-scale public events, and developed strategic plans that improve outreach effectiveness. Her diverse experience spans transportation infrastructure, natural resources, and citywide programming, making her a trusted partner in high-impact public engagement initiatives.

- West Side Improvements, Pueblo, CO
- Mountain Rail Study, CDOT
- Austin Avenue Roundabout, Erie, CO

Corridor Design Bridge Public Outreach Utilities/SUE
Corridor Study Survey Geotechnical Funding NEPA

Sean Fallon, MA | Historic Resources | Pinyon

Sean is a historian with more than 10 years of experience in cultural resource compliance and management, conducting surveys and preparing documentation for historic properties, linear resources, historic districts and cultural landscapes throughout Colorado. He has extensive experience with historic analysis and archival research and is an expert in cultural resource management. Sean is experienced using ArcGIS for the identification and management of cultural resources and is also experienced in developing digital platforms for the purpose of historic preservation.

- Washinton Street Design and Reconstruction – 47th to 52nd Avenues, Denver, Denver County, CO
- I-25 South GAP Environmental Assessment, CDOT
- Namaqua Bridge Replacement, Larimer County, CO

Amy Kennedy, ENV SP | QA/QC; FWHA Coordination | Pinyon

Amy is an experienced project manager with a focus on environmental analyses, environmental planning, permitting, and public/agency involvement including National Environmental Policy Act (NEPA) studies. She has a high level of local, state, and federal agency interaction on a wide range of projects including creating and leading advisory committees for projects of national importance. She has excellent communication and problem-solving skills, particularly to identify and gain consensus or buy-in on environmental mitigation and alternative development and analyses. Amy's experience includes both large, complex projects that require the ability to provide analyses scaled to the needs of the decision makers to streamline environmental constraints analyses, including local agency projects with a federal nexus.

- Federal Boulevard Improvements Template Environmental Assessment, Denver, Denver County, CO
- Future 42: Connecting People and Places, Louisville, CO
- CO 42 Documented Categorical Exclusion, Louisville, CO

Sheresa Lehockey, EIT | SUE; Utility Coordination | Colliers

Sheresa is a qualified engineer with more than 20 years of SUE and utility coordination experience. She manages a skilled team of professionals and valued field technicians working on a variety of projects including but not limited to transportation, water/wastewater, public/private improvement, rail (FasTracks), and fiber design. Sheresa has extensive experience with CDOT, railroad, and other jurisdictional requirements and permitting.

- West Side Development, Greeley, CO
- Self-Provisioned Fiber Optic Network, Broomfield, Broomfield County, CO
- University/Josephine Street Reconstruction and Cherry Creek North Outfall, Denver, Denver County, CO

Steven Wheeler, PE | SUE; Utility Coordination | Colliers

Steven has spent the past five years working on SUE projects for both public and private sector clients. Prior to that, he worked for five years as a design engineer on infrastructure projects for municipal clients. With more than 85 PE-stamped SUE deliverables, he is the professional in responsible charge of Collier's Colorado SUE department. His skills include utility mapping and analysis, survey data analysis, fiber optic design, CDOT construction inspection, proposal writing, cost estimating, project management, specification writing, municipal road & site design, recreation facility design, hydrologic and hydraulic modeling, ADA compliant design, and parking design.

- West Side Development, Greeley, CO
- Semper Gardens SUE Investigation, Westminster, CO
- Self-Provisioned Fiber Optic Network, Broomfield, Broomfield County, CO

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
1200 New Jersey Avenue, S.E.
Washington, DC 20590
(202) 366-7430
david.villalobos@dot.gov

and

Docusign Envelope ID: 638EEC19-D6DD-4753-A8AF-7CDEE0C3BD0C

Travis Wheeler
Agreement Specialist (AS)
Federal Highway Administration
Office of Acquisition and Grants Management
HCFA-41, Mail Stop E65-119
1200 New Jersey Avenue, S.E.
Washington, DC 20590
(202) 366-8887
travis.wheeler@dot.gov

and

Division Administrator
Agreement Officer Representative (AOR)
FHWA Colorado Division
12300 W. Dakota Avenue, Suite 180
Lakewood, CO 80228
(720) 963-3000
Colorado.FHWA@fhwa.dot.gov

and

Armando Henriquez
Area Engineer for Region 2/Design Program Manager
FHWA Colorado Division
12300 W. Dakota Avenue, Suite 180
Lakewood, CO 80228
(720) 963-3031
armando.henriquez@dot.gov

and

Ajin Hu
Grants Program Manager
FHWA Colorado Division
12300 W. Dakota Avenue, Suite 180
Lakewood, CO 80228
(720) 963-3071
ajin.hu@dot.gov

6. Payment System.

USDOT Payment System: DELPHI eInvoicing

Docusign Envelope ID: 638EEC19-D6DD-4753-A8AF-7CDEE0C3BD0C

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.

Docusign Envelope ID: 638EEC19-D6DD-4753-A8AF-7CDEE0C3BD0C

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.

Docusign Envelope ID: 638EEC19-D6DD-4753-A8AF-7CDEE0C3BD0C

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.

Docusign Envelope ID: 638EEC19-D6DD-4753-A8AF-7CDEE0C3BD0C

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.

Docusign Envelope ID: 638EEC19-D6DD-4753-A8AF-7CDEE0C3BD0C

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.

Docusign Envelope ID: 638EEC19-D6DD-4753-A8AF-7CDEE0C3BD0C

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.

Docusign Envelope ID: 638EEC19-D6DD-4753-A8AF-7CDEE0C3BD0C

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 (West Side Bus Stops of Base Phase)	N/A - not provided in the application.	03/01/2025
Planned NEPA Completion Date (Sun Mountain Boulevard of Base Phase)	12/01/2024	03/01/2025
Planned Right-of-Way Certification Date (West Side Bus Stops of Option Phase 1)	N/A – easement needs determined after application submittal.	01/01/2026
Planned Project Completion Date (24th Street bridge and Downtown Corridor of Base Phase)	09/30/2026	06/30/2027
Planned Construction Substantial Completion and Open to Traffic Date (Sun Mountain Boulevard of Option Phase 3)	09/30/2026	06/30/2027
Planned Construction Substantial Completion and Open to Traffic Date (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.

Docusign Envelope ID: 638EEC19-D6DD-4753-A8AF-7CDEE0C3BD0C

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

Docusign Envelope ID: 638EEC19-D6DD-4753-A8AF-7CDEE0C3BD0C

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 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 Quality of Life 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

Docusign Envelope ID: 638EEC19-D6DD-4753-A8AF-7CDEE0C3BD0C

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.)*

Docusign Envelope ID: 638EEC19-D6DD-4753-A8AF-7CDEE0C3BD0C

	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

Docusign Envelope ID: 638EEC19-D6DD-4753-A8AF-7CDEE0C3BD0C

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.

Docusign Envelope ID: 638EEC19-D6DD-4753-A8AF-7CDEE0C3BD0C

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.

Docusign Envelope ID: 638EEC19-D6DD-4753-A8AF-7CDEE0C3BD0C

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.

Docusign Envelope ID: 638EEC19-D6DD-4753-A8AF-7CDEE0C3BD0C

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.)*

Docusign Envelope ID: 638EEC19-D6DD-4753-A8AF-7CDEE0C3BD0C

	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: a. affirmative efforts to remove barriers to equal employment opportunity above and beyond complying with Federal law; 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; 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; d. efforts to prevent harassment based on race, color, religion, sex, sexual orientation, gender identity, and national origin; e. training on anti-harassment and third-party reporting procedures covering employees and contractors; and f. maintaining robust anti-retaliation measures covering employees and contractors. *(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

Docusign Envelope ID: 638EEC19-D6DD-4753-A8AF-7CDEE0C3BD0C

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

Table of Contents

Article 1 Purpose 6
1.1 Purpose. 6
Article 2 USDOT Role 6
2.1 Division of USDOT Responsibilities. 6
2.2 USDOT Program Contacts. 7
Article 3 Recipient Role 7
3.1 Statements on the Project. 7
3.2 Statements on Authority and Capacity. 7
3.3 USDOT Reliance 8
3.4 Project Delivery 8
3.5 Rights and Powers Affecting the Project. 8
3.6 Notification of Changes to Key Personnel. 8
3.7 Subaward to Designated Subrecipient 9
3.8 Designated Subrecipient Statements and Responsibilities. 9
3.9 Title 23 Oversight Responsibilities for Subawards. 9
Article 4 Award Amount, Obligation, and Time Periods 9
4.1 Federal Award Amount. 9
4.2 Federal Funding Source. 9
4.3 Federal Obligations. 10
4.4 Budget Period. 11
4.5 Period of Performance. 11
Article 5 Statement of Work, Schedule, and Budget Changes 12
5.1 Notification Requirement. 12
5.2 Scope and Statement of Work Changes. 12
5.3 Schedule Changes. 12
5.4 Budget Changes 12
5.5 USDOT Acceptance of Changes. 13
Article 6 General Reporting Terms 14
6.1 Report Submission. 14
6.2 Alternative Reporting Methods. 14
6.3 Paperwork Reduction Act Notice 14
Article 7 Progress and Financial Reporting 14
7.1 Quarterly Project Progress Reports and Recertifications. 14
7.2 Final Progress Reports and Financial Information. 14
Article 8 Performance Reporting 15
8.1 Baseline Performance Measurement. 15
8.2 Post-construction Performance Measurement. 15
8.3 Project Outcomes Report. 15
8.4 Performance Reporting Survival. 16
Article 9 Noncompliance and Remedies 16
9.1 Noncompliance Determinations. 16
9.2 Remedies. 17
9.3 Other Oversight Entities. 17
Article 10 Agreement Termination 18
10.1 USDOT Termination. 18

10.2 Closeout Termination. 18
10.3 Post-Termination Adjustments. 18
10.4 Non-Terminating Events. 19
10.5 Other Remedies. 19
Article 11 Monitoring, Financial Management, Controls, and Records 19
11.1 Recipient Monitoring and Record Retention. 19
11.2 Financial Records and Audits. 19
11.3 Internal Controls. 20
11.4 USDOT Record Access. 20
Article 12 Contracting and Subawards 20
12.1 Minimum Wage Rates. 20
12.2 Buy America. 20
12.3 Small and Disadvantaged Business Requirements. 21
12.4 Engineering and Design Services. 21
12.5 Foreign Market Restrictions. 21
12.6 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment. 21
12.7 Pass-through Entity Responsibilities. 21
12.8 Subaward and Contract Authorization. 21
Article 13 Costs, Payments, and Unexpended Funds 22
13.1 Limitation of Federal Award Amount. 22
13.2 Projects Costs. 22
13.3 Timing of Project Costs. 22
13.4 Recipient Recovery of Federal Funds. 22
13.5 Unexpended Federal Funds. 22
13.6 Timing of Payments to the Recipient. 22
13.7 Payment Method. 23
13.8 Information Supporting Expenditures. 23
13.9 Reimbursement Frequency. 23
Article 14 Liquidation, Adjustments, and Funds Availability 23
14.1 Liquidation of Recipient Obligations. 23
14.2 Funds Cancellation. 24
Article 15 Agreement Modifications 24
15.1 Bilateral Modifications. 24
15.2 Unilateral Contact Modifications. 24
15.3 USDOT Unilateral Modifications. 24
15.4 Other Modifications. 24
Article 16 Climate Change and Environmental Justice 25
16.1 Climate Change and Environmental Justice. 25
Article 17 Racial Equity and Barriers to Opportunity 25
17.1 Racial Equity and Barriers to Opportunity. 25
Article 18 Labor and Work 25
18.1 Labor and Work. 25
Article 19 Federal Financial Assistance, Administrative, and National Policy Requirements 25
19.1 Uniform Administrative Requirements for Federal Awards. 25
19.2 Federal Law and Public Policy Requirements. 25

19.3 Federal Freedom of Information Act. 26
19.4 History of Performance. 26
19.5 Whistleblower Protection. 26
19.6 External Award Terms and Obligations. 26
19.7 Incorporated Certifications. 27
Article 20 Assignment 27
20.1 Assignment Prohibited. 27
Article 21 Waiver 27
21.1 Waivers 27
Article 22 Additional Terms and Conditions 27
22.1 Effect of Urban or Rural Designation. 27
22.2 Effect of Historically Disadvantaged Community or Area of Persistent Poverty Designation. 27
22.3 Disclaimer of Federal Liability. 28
22.4 Relocation and Real Property Acquisition. 28
22.5 Equipment Disposition. 28
22.6 Environmental Review. 28
22.7 Railroad Coordination. 30
Article 23 Mandatory Award Information 30
23.1 Information Contained in a Federal Award. 30
23.2 Federal Award Identification Number. 30
23.3 Recipient's Unique Entity Identifier. 30
Article 24 Construction and Definitions 31
24.1 Schedules. 31
24.2 Exhibits 31
24.3 Construction. 31
24.4 Integration. 32
24.5 Definitions. 32
Article 25 Agreement Execution and Effective Date 32
25.1 Counterparts. 32
25.2 Effective Date. 32

Index of Definitions

Administering Operating Administration 7
Designated Subrecipient ..... Schedule A, Section 9
Environmental Review Entity 28
Federal Share 13
FHWA 7
General Terms and Conditions 32
NOFO 6
OMB 14
Program Statute 32
Project 32
Project Closeout 18
Project Cost Savings 13
RAISE Grant 32
Recipient ..... Project-Specific Recitals
Technical Application 32
USDOT 6

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 of Bolton & Menk, Inc.

(Owner or Executive Officer Name AND Title) (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;

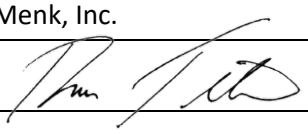
e. Voluntarily excluded from participation in any federally assisted Award; or

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:

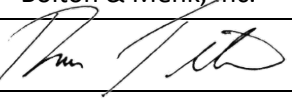
a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection 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 **Mankato, Minnesota 56001-5900** **United States**	**1960 Premier Drive** **Mankato, Minnesota 56001-5900** **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

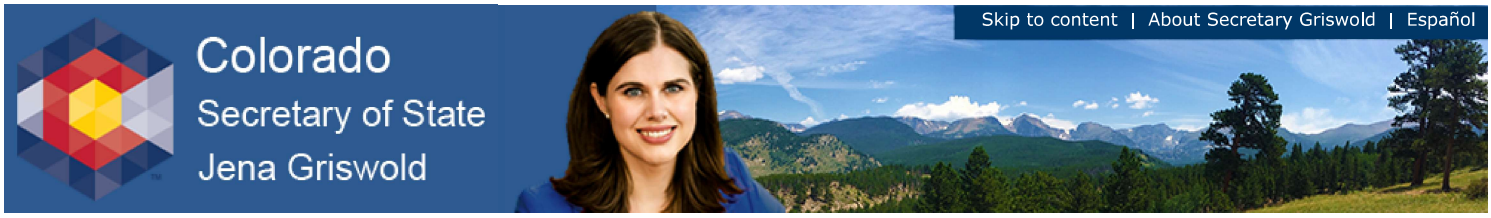
Service Classifications

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."

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

Insurance will be added prior to signature

Docusign Envelope ID: 4125E5CE-3674-4FE7-B29C-7CEC772ECDF0

CITY CLERK'S OFFICE ITEM # Q2

BACKGROUND PAPER FOR PROPOSED RESOLUTION

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:	SARAH MARTINEZ, COUNCILOR
SUBJECT:	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

SUMMARY:

ATTACHED FOR CONSIDERATION IS A REQUEST FOR SUPPORT OF BOYS & GIRLS CLUBS OF PUEBLO COUNTY IN THE AMOUNT OF $1,400 TO SPONSOR THEIR SANTA'S HELPER PROGRAM TAKING PLACE IN DECEMBER 2025.

PREVIOUS COUNCIL ACTION:

COUNCIL SUPPORTED THE BOYS AND GIRLS CLUBS' CHAMPIONS OF YOUTH DINNERS FROM 2018-2025 FOR VARIED AMOUNTS BETWEEN $1,000 AND $2,000, BUT THIS IS THE FIRST REQUEST FOR THIS PROGRAM.

BACKGROUND:

CITY COUNCIL MEMBER SARAH MARTINEZ IS REQUESTING $1,400 TO SPONSOR BOYS & GIRLS CLUBS OF PUEBLO COUNTY'S SANTA'S HELPER PROGRAM TAKING PLACE IN DECEMBER 2025.

SPONSORSHIP FUNDS WILL BE USED TO PROVIDE GIFTS/NEEDS FOR SEVEN HIGH-NEEDS MEMBERS THIS HOLIDAY SEASON. EACH YEAR, THE CLUBS RECRUIT "SANTA'S HELPERS" WHO MEET THE HOLIDAY NEEDS OF APPROXIMATELY 200 OF THE YOUTH THEY SERVE WHO WOULD NOT OTHERWISE HAVE A HOLIDAY GIFT. $200 ALLOWS THE CLUB TO PURCHASE SOME OF THE CHILD/TEEN'S GREATEST NEEDS, SUCH AS COATS, SHOES, SOCKS, AND AT LEAST ONE WANTED ITEM. 89% OF THE NEARLY 1,900 CHILDREN THEY SERVE LIVE AT OR BELOW THE POVERTY LINE, AND THIS PROGRAM IMPACTS THOSE WHO NEED IT MOST.

FINANCIAL IMPLICATIONS:

Docusign Envelope ID: 4125E5CE-3674-4FE7-B29C-7CEC772ECDF0

PAYMENT OF FUNDS IN THE AMOUNT OF $1,400 WOULD BE PAID FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2025 GENERAL FUND BUDGET TO BOYS & GIRLS CLUBS OF PUEBLO COUNTY.

BOARD/COMMISSION RECOMMENDATION:

N/A

STAKEHOLDER PROCESS:

N/A

ALTERNATIVES:

CITY COUNCIL COULD CHOOSE NOT TO AUTHORIZE FUNDING FOR THIS PURPOSE.

RECOMMENDATION:

THIS RESOLUTION IS AT THE REQUEST OF COUNCIL MEMBER SARAH MARTINEZ.

ATTACHMENTS:

1.SPONSORSHIP REQUEST PACKET - BOYS AND GIRLS CLUBS OF PUEBLO COUNTY, SANTAS HELPER
2.SOS - BOYS & GIRLS CLUBS OF PUEBLO COUNTY PULLED 10.31.25
3.2025 CONTINGENCIES (COUNCIL) BOYS AND GIRLS - CLUB SANTAS HELPER

Docusign Envelope ID: 4125E5CE-3674-4FE7-B29C-7CEC772ECDF0

RESOLUTION NO. 16187

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

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Payment in the amount of $1,400 from the Council Contingencies Account in the 2025 General Fund Budget is authorized to be paid to Boys & Girls Clubs of Pueblo County to sponsor the Santa's Helper Program in December 2025.

SECTION 2.

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

SECTION 3.

This Resolution shall become effective upon passage and approval.

INTRODUCED: November 24, 2025

BY: Brett Boston
MEMBER OF CITY COUNCIL

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

ATTESTED BY: DocuSigned by: 7C025BDEFC3D43C...
CITY CLERK

city of PUEBLO colorado

Sponsorship Request

**Please submit requests at least one month in advance to allow for adequate processing time

Requestor Name	Kendra Turner
Date	10/30/2025
Requestor Phone	[redacted]
Requestor Email	[redacted]
Business/Organization Name	Boys and Girls Clubs of Pueblo County
Organization Website	www.bgcpckids.org
Please share your business or organizations mission/goals	Our mission is to enable all young people, especially those who need us most, to reach their full potential as productive, caring, responsible citizens.
Sponsorship request for	Other
Requested Amount	$1,400
Describe how contribution will be used	This funding will sponsor gifts/needs for seven high-needs members this holiday season. Each year, the Clubs recruit "Santa's Helpers" who meet the holiday needs of approximately 200 of the youth we serve who would not otherwise have a "holiday gift." $200 allows the Clubs to purchase some of the child/teen's greatest needs (coat/shoes/socks) and at least one want, like a toy. Agencies like the Pueblo Police Department step up to provide a large portion of the help, but we still recruit up to 75 individuals to sponsor at least one child. Any support you can provide during this economically tough year is appreciated. 89 percent or nearly 1,900 of the youth we serve live at or below the poverty line, but this program impacts those who need it most.
If Other, please explain	This is a specific assistance program which meets immediate needs for a targeted population of our participants.
Sponsorship Benefits	Social Media, print and enewletter and web site recognition. Thank you cards from recipients.
Company/Organization Classification	• Non-Profit
Is your organization currently in good standing with the Secretary of State?	Yes
Have you applied for CSAC funding?	Yes

entities are you requesting funding from?	
What population(s) does your organization primarily serve? (multi select)	• Youth • Disadvantaged – low income
How many individuals did your organization serve last year?	2115
Please upload supporting documents such as sponsorship request letter, event flyer etc.	Our kids need a great holiday now more than ever!.pdf

Payment Details

Make check payable to	Boys & Girls Clubs of Pueblo County
Address	635 W. Corona Avenue Suite 100 Pueblo, CO 81001
Phone Number	719-564-0055

Please note: If the payee listed above is not an established vendor with the City of Pueblo, the City of Pueblo vendor application (found below) must be completed before payment can be processed. If payee is an active vendor with the City of Pueblo, we will confirm the information listed above. If the information does not match our records, it must be updated using the City of Pueblo vendor application (found below) before payment can be processed. Completed vendor forms may be submitted directly to vendorinfo@pueblo.us.

Download the **Vendor Application**

BOYS & GIRLS CLUBS
OF PUEBLO COUNTY

Our members need a great holiday now more than ever!

We have identified approximately 121 regularly participating Club members who have the greatest needs. Our goal is to provide each of these kids and teens with a very special holiday and we can only do this with your help as a Santa's Helper!

Be a Santa's Helper for one of our kids!

To participate, email cherylc@bgcpueblo.org no later than November 15 with your name, phone, address. Include the number of members you can sponsor and any gender or age preference you may have.

- Cost for each member's list is approximately $200. Don't want to shop? Scan the QR to donate $200 online. Any monetary donation qualifies for a Colorado Child Care Contribution Tax Credit of an additional 50 percent.
- Prior to Thanksgiving, we'll email you all of the information you need to find the perfect gifts (child's clothing sizes, favorite colors, greatest need and want).
- Gifts must be returned by Friday, December 12 to our Support Services Office (please wrap them if you're able). We're located at 635 W. Corona Avenue, Suite 100. Office hours are Monday-Friday, 9 a.m. to 5 p.m.
- Gifts will be given to the children and teens to take home so they have something to open on Christmas morning.

QUESTIONS? PLEASE CALL CHERYL AT 719-564-0055 EXTENSION 107 CHERYLC@BGCPUEBLO.ORG OR SCAN

BOYS & GIRLS CLUBS
OF PUEBLO COUNTY

¡Nuestros miembros necesitan un gran día festivo ahora más que nunca!

Nosotros hemos identificado approximadamente 121 miembros del Club que participan regularmente que tienen las necesidades más grandes. ¡Nuestra meta es proveer cada de estos niños y adolescentes con un día festivo muy especial y solo podemos hacerlo con su ayuda como un ayudante de Santa!

¡Sea un ayudante de Santa para uno de nuestros niños!

Para participar, envíe un correo electrónico a cherylc@bgcpueblo.org a más tardar el 15 de noviembre con su nombre, número de teléfono, dirección. Incluya el número de miembros que usted puede patrocinar y cualquier preferencia de género o edad que pueda tener.

- El costo de la lista de cada miembro es approximadamente $200. ¿No quiere comprar? Escanee el QR para donar $200 en línea. Cualquier donación monetaria califica para al Crédito Tributario de Contribución al Cuidado Infantil de Colorado de un 50 por ciento adicional.
- Antes de Thanksgiving, vamos a enviarle un correo electrónico de la información que necesita para encontrar los regalos perfectos (las tallas de ropa, los colores favoritos, la necesidad y el deseo más grandes del niño).
- Los regalos se deben regresar para el viernes 12 de diciembre a nuestro oficio de Support Services (por favor envolverlos si usted es capaz). Estamos ubicados en 635 W. Corona Avenue, Suite 100. Las horas de oficio son lunes a vierens, 9 a.m. a 5 p.m.
- Los regalos van a darse a los niños y adolescentes para llevar a casa para que tienen algo de abrir en la mañana de Navidad.

¿PREGUNTAS? POR FAVOR LLAME A CHERYL EN 719-564-0055 EXTENSIÓN 107

CHERYLC@BGCPUEBLO.ORG

O ESCANEE

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,

Boys & Girls Clubs of Pueblo County

is a

Nonprofit Corporation

formed or registered on 05/25/1973 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 19871258260 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 10/30/2025 that have been posted, and by documents delivered to this office electronically through 10/31/2025 @ 08:36:59 .

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 10/31/2025 @ 08:36:59 in accordance with applicable law. This certificate is assigned Confirmation Number 17840666 .

Secretary of State of the State of Colorado

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

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

DATE	BALANCE IN 2025 CONTINGENCIES ACCOUNT		DEBIT	CREDIT	BALANCE
	Beginning Balance				$ 100,000.00
1/13/25	Boys & Girls Club Champions of Youth Dinner		$ 2,000.00		$ 98,000.00
1/27/25	Pueblo Chamber Annual Gala and Citizen of the Year Table		$ 1,000.00		$ 97,000.00
1/27/25	Mt Carmel Veterans Salute to Heroes		$ 2,000.00		$ 95,000.00
2/10/25	Super Team PCSO St. Baldrick's		$ 1,000.00		$ 94,000.00
2/10/25	Latino Chamber of Commerce Annual Dinner Rio Carnival		$ 1,100.00		$ 92,900.00
2/10/25	Team Pueblo Volleyball		$ 1,000.00		$ 91,900.00
2/10/25	Greater Pueblo Chamber for Delegation from Chihuahua		$ 2,140.12		$ 89,759.88
2/24/25	Kadoya Gallery The Dig Talks		$ 1,200.00		$ 88,559.88
2/24/25	Mariposa Center for Safety - Chocolate Indulgence		$ 800.00		$ 87,759.88
3/24/25	BITS of Freedom Kentucky Derby Party		$ 2,000.00		$ 85,759.88
3/24/25	ARC of Pueblo Golden Tortilla		$ 1,000.00		$ 84,759.88
3/24/25	Junior League Tour a Truck		$ 1,500.00		$ 83,259.88
3/24/25	Child Advocacy Center National Child Abuse Prevention Month		$ 1,000.00		$ 82,259.88
4/14/25	Pueblo Zoofari		$ 2,000.00		$ 80,259.88
4/14/25	Latino Chamber of Commerce 40 Under 40 Awards		$ 1,000.00		$ 79,259.88
4/14/25	Memorial Hall / Pueblo Has Talent		$ 1,900.00		$ 77,359.88
4/14/25	El Movimiento Sigue - Cinco De Mayo		$ 2,000.00		$ 75,359.88
4/14/25	Pueblo Library District Book Lovers Ball and Summer Reading		$ 2,000.00		$ 73,359.88
4/28/25	District 60 - Pueblo Summer Musical		$ 1,000.00		$ 72,359.88
4/28/25	Mad Fresh Productions - Summer Hip Hop Festival		$ 2,500.00		$ 69,859.88
5/12/25	NALC - Boys and Girls Club		$ 1,000.00		$ 68,859.88
5/12/25	School District 60 Edu. Foundation Inc - Cornhole at Dutch Clark Stadium		$ 1,000.00		$ 67,859.88
5/12/25	Colorado Preservation Inc. - On the Road		$ 1,000.00		$ 66,859.88
5/27/25	Dancing with the Pueblo Starz - Pueblo Diversified Industries		$ 1,500.00		$ 65,359.88
5/27/25	Rollin on the Riverwalk		$ 2,500.00		$ 62,859.88
5/27/25	YMCA of Pueblo - Moonlight on the Mountain Celebration		$ 1,500.00		$ 61,359.88
6/9/25	Honor Flight of So Co - Summer Bash 2025		$1,400.00		$ 59,959.88
6/9/25	Pueblo FireFighters Historical Society		$ 750.00		$ 59,209.88
6/9/25	Pueblo Chamber of Commerce - Chile Festival Balloon Fest		$ 2,500.00		$ 56,709.88
6/9/25	CATCH Youth - Pignanelli Partners		$ 750.00		$ 55,959.88
6/9/25	HardKnox		$ 3,500.00		$ 52,459.88
6/23/25	Pueblo County Pickleball Association - So Co Championship		$ 750.00		$ 51,709.88
6/23/25	Pueblo Rangers Soccer Club		$ 750.00		$ 50,959.88
6/23/25	Mariposa Center for Safety - Tribute to Women		$ 2,500.00		$ 48,459.88
6/23/25	Sangre de Cristo Arts and Conference Center		$ 1,750.00		$ 46,709.88
7/14/25	SRDA BBQ Fundraiser & Cruise In		$ 1,000.00		$ 45,709.88
7/14/25	Lake Avenue Community Church		$ 2,500.00		$ 43,209.88
7/14/25	~~The Pueblo Historical Aircraft Society~~		$ -		$ 43,209.88
7/14/25	The Roselawn Company		$ 1,700.00		$ 41,509.88
7/14/25	PAWS for Life - Pints for Paws		$ 1,500.00		$ 40,009.88
7/28/25	Latinas First Foundation 13th Annual Luncheon		$ 1,500.00		$ 38,509.88
7/28/25	Assistance League Pueblo - Holiday Fashion Show Preview		$ 2,500.00		$ 36,009.88
7/28/25	The Pueblo Historical Aircraft Society		$ 5,000.00		$ 31,009.88
7/28/25	Noche de Fiesta		$ 1,000.00		$ 30,009.88
7/28/25	NeighborWorks Southern Colorado		$ 2,000.00		$ 28,009.88

DATE	BALANCE IN 2025 CONTINGENCIES ACCOUNT		DEBIT	CREDIT	BALANCE
8/11/25	Catholic Charities of Southern Colorado		$ 1,000.00		$ 27,009.88
8/11/25	UCHealth Parkview Foundation - 44th Annual Starlight Gala		$ 1,500.00		$ 25,509.88
8/11/25	Southern Colorado Equality Alliance - Pueblo Pride		$ 1,000.00		$ 24,509.88
8/25/25	Voices Against Gun Violence		$ 1,000.00		$ 23,509.88
8/25/25	Spark by Project Helping Suicide Memory Walk		$ 1,000.00		$ 22,509.88
9/8/25	Garcia Foundation - The PLACE		$ 750.00		$ 21,759.88
9/8/25	Servicios de La Raza - Joven Noble		$ 1,000.00		$ 20,759.88
9/8/25	Pueblo County Historical Society - Living History: Clay Jenkinson as Roosevelt and Oppenheimer		$ 1,000.00		$ 19,759.88
9/22/25	United Way Pueblo County - Campaign Kick Off		$ 750.00		$ 19,009.88
9/22/25	Pueblo Latino Vets Assoc. - Legacies of Courage Awards		$ 1,500.00		$ 17,509.88
10/14/25	Broadway Theatre League		$ 2,500.00		$ 15,009.88
10/14/25	Habitat for Humanity - Ramp Up Pueblo		$ 1,000.00		$ 14,009.88
10/27/25	Pueblo Choral Society - Old Fashioned Christmas		$ 1,000.00		$ 13,009.88
10/27/25	Pueblo Downtown Association - Parade of Lights		$ 1,500.00		$ 11,509.88
11/10/25	Mt. Carmel Veterans Service Center Pueblo - Salute to Heroes		$ 1,500.00		$ 10,009.88
11/10/25	Rocky Mountain Service Employment & Redevelopment - RMSER Food Pantry		$ 5,000.00		$ 5,009.88
11/24/25	Boys & Girls Club Santas Helper		$ 1,400.00		$ 3,609.88

Docusign Envelope ID: 4125E5CE-3674-4FE7-B29C-7CEC772ECDF0

CITY CLERK'S OFFICE ITEM # Q3

BACKGROUND PAPER FOR PROPOSED RESOLUTION

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:	ROGER GOMEZ, COUNCILOR SARAH MARTINEZ, COUNCILOR
SUBJECT:	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 $1,500 TO SPONSOR A WARM THANKSGIVING FOR EVERY HEART AT 219 W NORTHERN AVENUE AT 11:30 AM ON THURSDAY, NOVEMBER 27, 2025

SUMMARY:

ATTACHED FOR CONSIDERATION IS A REQUEST FOR SUPPORT OF SOUTHERN COLORADO HARM REDUCTION ASSOCIATION (SCHRA) 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.

PREVIOUS COUNCIL ACTION:

COUNCIL SUPPORTED SOUTHERN COLORADO HARM REDUCTION ASSOCIATION'S OPERATING COSTS FOR $10,000 IN 2019.

BACKGROUND:

CITY COUNCIL MEMBERS ROGER GOMEZ AND SARAH MARTINEZ ARE REQUESTING $1,000 TO SPONSOR SOUTHERN COLORADO HARM REDUCTION ASSOCIATION'S A WARM THANKSGIVING FOR EVERY HEART EVENT. THE EVENT WILL TAKE PLACE ON SITE AT 219 W NORTHERN AVENUE AT 11:30 AM ON THURSDAY, NOVEMBER 27, 2025.

SCHRA AND LEILANI RICARDO ARE JOINING HANDS WITH LOCAL COMMUNITY PARTNERS TO CREATE A WARM, COZY PLACE TO SHARE A MEAL, A SMILE, AND A SENSE OF BELONGING.

FOR MANY IN OUR COMMUNITY, THE HOLIDAYS CAN BE A PAINFUL REMINDER OF LONELINESS, HUNGER, OR HARD TIMES. SCHRA WILL BE OPENING THEIR DOORS ON THANKSGIVING DAY TO WELCOME ANYONE WHO IS UNHOUSED, ALONE, OR STRUGGLING, AND OFFER THEM NOT JUST A PLATE OF FOOD — BUT A SEAT AT THE TABLE OF COMPASSION.

Docusign Envelope ID: 4125E5CE-3674-4FE7-B29C-7CEC772ECDF0

FINANCIAL IMPLICATIONS:

PAYMENT OF FUNDS IN THE AMOUNT OF $1,500 WOULD BE PAID FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2025 GENERAL FUND BUDGET TO SOUTHERN COLORADO HARM REDUCTION ASSOCIATION.

BOARD/COMMISSION RECOMMENDATION:

N/A

STAKEHOLDER PROCESS:

N/A

ALTERNATIVES:

CITY COUNCIL COULD CHOOSE NOT TO AUTHORIZE FUNDING FOR THIS PURPOSE.

RECOMMENDATION:

THIS RESOLUTION IS AT THE REQUEST OF COUNCIL MEMBERS ROGER GOMEZ AND SARAH MARTINEZ.

ATTACHMENTS:

1.SPONSORSHIP REQUEST PACKET - SOUTHERN COLORADO HARM REDUCTION ASSOCIATION - A WARM THANKSGIVING FOR EVERY HEART
2.SOS - SOUTHERN COLORADO HARM REDUCTION ASSOCIATION PULLED 11.5.25
3.2025 CONTINGENCIES (COUNCIL) SOUTHERN COLORADO HARM REDUCTION - A WARM THANKSGIVING FOR EVERY HEART

Docusign Envelope ID: 4125E5CE-3674-4FE7-B29C-7CEC772ECDF0

RESOLUTION NO. 16188

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 $1,500 TO SPONSOR A WARM THANKSGIVING FOR EVERY HEART AT 219 W NORTHERN AVENUE AT 11:30 AM ON THURSDAY, NOVEMBER 27, 2025

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Payment in the amount of $1,500 from the Council Contingencies Account in the 2025 General Fund Budget is authorized to be paid to Southern Colorado Harm Reduction Association to sponsor A Warm Thanksgiving for Every Heart at 11:30 am on Thursday, November 27, 2025.

SECTION 2.

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

SECTION 3.

This Resolution shall become effective upon passage and approval.

INTRODUCED: November 24, 2025

BY: Brett Boston
MEMBER OF CITY COUNCIL

APPROVED: DocuSigned by: Mark Aliff B7A4F61823AB462...
PRESIDENT OF CITY COUNCIL

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

city of PUEBLO colorado

Sponsorship Request

****Please submit requests at least one month in advance to allow for adequate processing time**

Requestor Name	Lori Stalcar, Interim Executive Director Southern Colorado Harm Reduction
Date	11/04/2025
Requestor Phone	[redacted]
Requestor Email	[redacted]
Business/Organization Name	Southern Colorado Harm Reduction Association
Organization Website	Southern Colorado Harm Reduction Association
Please share your business or organizations mission/goals	Our mission is simple but powerful: reduce harm, save lives, and restore dignity for people who use drugs, are experiencing homelessness, or are otherwise pushed to the margins of our community. We serve Southern Colorado's most vulnerable residents—people who are often invisible to traditional service systems but are very much part of our community fabric. "WE OPERATE FROM A PLACE OF COMPASSION, ROOTED IN THE UNDERSTANDING THAT EVERY PERSON HAS INHERENT WORTH AND DESERVES TO BE TREATED WITH DIGNITY, REGARDLESS OF THEIR CURRENT CIRCUMSTANCES."
Sponsorship request for	Event
Requested Amount	2500.00
Describe how contribution will be used	How Your Contribution Will Be Used Every dollar of your contribution will go directly toward creating a safe, welcoming Thanksgiving celebration for those who need it most. The funds will be used to: Purchase healthy, home-style foods — including turkey, ham, sweet potatoes, green bean casserole, mashed potatoes, gravy, rolls, pies, and cranberry sauce — to prepare a complete holiday meal. Provide beverages and warm drinks like cider, coffee, and cocoa to create a cozy, family-style atmosphere. Cover essential supplies such as disposable plates, utensils, napkins, and serving items to ensure guests can enjoy their meal with dignity and comfort. Decorate the space with simple, welcoming touches — tablecloths, fall centerpieces, and soft lighting — to help guests feel valued and at home.

sharing kindness.

Your generosity helps us not only fill plates, but also fill hearts — turning one day into a moment of hope and connection that can carry someone through the hardest season of the year.

Event Title A Warm Thanksgiving for Every Heart

Event Date 11/27/2025

Event Time 11:00 AM (MST)

Event Location Charles and Helen Solano Bessemer Wellness Center, 219 W Northern Ave., Pueblo CO 81004

Admission to this event is Free

Event Description:

This Thanksgiving, Southern Colorado Harm Reduction Association (SCHRA) and Leilani Ricardo are joining hands with local community partners to create something truly special — a warm, cozy place to share a meal, a smile, and a sense of belonging.

For many in our Pueblo community, the holidays can be a painful reminder of loneliness, hunger, or hard times. Our goal is to open our doors wide on Thanksgiving Day to welcome anyone who is unhoused, alone, or struggling, and offer them not just a plate of food — but a seat at the table of compassion.

We are seeking $2,500 in support to help us purchase healthy, hearty foods that make Thanksgiving feel like home:
🦃 Turkey and ham
🥔 Mashed potatoes and gravy
🍠 Sweet potatoes and green bean casserole
🥧 Pies, rolls, and cranberry sauce
…and all the comforting trimmings that bring people together.

This isn't just about feeding people — it's about nourishing spirits, building relationships, and strengthening the fabric of our Pueblo community. We want every person who walks through our doors to know they are seen, valued, and cared for.

Your donation helps us create a space where gratitude replaces grief, where laughter replaces loneliness, and where community replaces isolation. Together, we can make sure no one spends this Thanksgiving feeling forgotten.

❤️ Because everyone deserves a place at the table.

Does your organization hold multiple events per year? No

Sponsorship Benefits Our goal is to open our doors wide on Thanksgiving Day to welcome anyone who is unhoused, alone, or struggling, and offer them not just a plate of food — but a seat at the table of compassion.

Company/Organization Classification

- Non-Profit

Is your organization currently in good standing with the Secretary of State? Yes

Have you applied for CSAC funding? No

entities are you requesting funding from?	opening its doors — and its heart — to create a space of warmth, safety, and belonging for up to 300 community members. Together with local partners, we're building something more than a meal — we're building connection, dignity, and hope. SCHRA is providing a large, welcoming location where guests can gather, share stories, and enjoy a full Thanksgiving dinner surrounded by caring neighbors. Safe Side Mission is stepping up with volunteers to help serve, clean, and ensure every guest feels seen and supported. Ethos is offering use of their commercial kitchen, where community cooks will lovingly prepare each dish — from turkey and ham to sweet potatoes, green bean casserole, and homemade pies. We've also reached out to Dan Corsentino of DC Security to explore security support, ensuring a safe and peaceful environment for all. In addition, several local church organizations are joining in by recruiting volunteers, spreading the word, and helping serve food with compassion and care. Together, we are demonstrating what makes Pueblo truly special — a community that shows up for one another.
What population(s) does your organization primarily serve? (multi select)	• Disadvantaged – low income • Youth • Adults • Families • Senior Citizens • LGBTQ+ • Persons with disabilities • Veterans • Unhoused individuals • Individuals with substance abuse disorders • Undocumented noncitizens
How many individuals did your organization serve last year?	we did not have this event last year. This is the only event we are aware of in the community to offer a warm, safe, space and meal on Thanksgiving day.

Payment Details

Make check payable to	Southern Colorado Harm Reduction Association
Address	219 West Northern Avenue
Phone Number	719-369-1479

Please note: If the payee listed above is not an established vendor with the City of Pueblo, the City of Pueblo vendor application (found below) must be completed before payment can be processed. If payee is an active vendor with the City of Pueblo, we will confirm the information listed above. If the information does not match our records, it must be updated using the City of Pueblo vendor application (found below) before payment can be processed. Completed vendor forms may be submitted directly to vendorinfo@pueblo.us.

Download the **Vendor Application**

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,

Southern Colorado Harm Reduction Association

is a

Nonprofit Corporation

formed or registered on 09/20/2017 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20171704702 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 10/30/2025 that have been posted, and by documents delivered to this office electronically through 11/05/2025 @ 08:28:22 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 11/05/2025 @ 08:28:22 in accordance with applicable law. This certificate is assigned Confirmation Number 17855791 .

Jena Griswold

Secretary of State of the State of Colorado

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

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

DATE	BALANCE IN 2025 CONTINGENCIES ACCOUNT		DEBIT	CREDIT	BALANCE
	Beginning Balance				$ 100,000.00
1/13/25	Boys & Girls Club Champions of Youth Dinner		$ 2,000.00		$ 98,000.00
1/27/25	Pueblo Chamber Annual Gala and Citizen of the Year Table		$ 1,000.00		$ 97,000.00
1/27/25	Mt Carmel Veterans Salute to Heroes		$ 2,000.00		$ 95,000.00
2/10/25	Super Team PCSO St. Baldrick's		$ 1,000.00		$ 94,000.00
2/10/25	Latino Chamber of Commerce Annual Dinner Rio Carnival		$ 1,100.00		$ 92,900.00
2/10/25	Team Pueblo Volleyball		$ 1,000.00		$ 91,900.00
2/10/25	Greater Pueblo Chamber for Delegation from Chihuahua		$ 2,140.12		$ 89,759.88
2/24/25	Kadoya Gallery The Dig Talks		$ 1,200.00		$ 88,559.88
2/24/25	Mariposa Center for Safety - Chocolate Indulgence		$ 800.00		$ 87,759.88
3/24/25	BITS of Freedom Kentucky Derby Party		$ 2,000.00		$ 85,759.88
3/24/25	ARC of Pueblo Golden Tortilla		$ 1,000.00		$ 84,759.88
3/24/25	Junior League Tour a Truck		$ 1,500.00		$ 83,259.88
3/24/25	Child Advocacy Center National Child Abuse Prevention Month		$ 1,000.00		$ 82,259.88
4/14/25	Pueblo Zoofari		$ 2,000.00		$ 80,259.88
4/14/25	Latino Chamber of Commerce 40 Under 40 Awards		$ 1,000.00		$ 79,259.88
4/14/25	Memorial Hall / Pueblo Has Talent		$ 1,900.00		$ 77,359.88
4/14/25	El Movimiento Sigue - Cinco De Mayo		$ 2,000.00		$ 75,359.88
4/14/25	Pueblo Library District Book Lovers Ball and Summer Reading		$ 2,000.00		$ 73,359.88
4/28/25	District 60 - Pueblo Summer Musical		$ 1,000.00		$ 72,359.88
4/28/25	Mad Fresh Productions - Summer Hip Hop Festival		$ 2,500.00		$ 69,859.88
5/12/25	NALC - Boys and Girls Club		$ 1,000.00		$ 68,859.88
5/12/25	School District 60 Edu. Foundation Inc - Cornhole at Dutch Clark Stadium		$ 1,000.00		$ 67,859.88
5/12/25	Colorado Preservation Inc. - On the Road		$ 1,000.00		$ 66,859.88
5/27/25	Dancing with the Pueblo Starz - Pueblo Diversified Industries		$ 1,500.00		$ 65,359.88
5/27/25	Rollin on the Riverwalk		$ 2,500.00		$ 62,859.88
5/27/25	YMCA of Pueblo - Moonlight on the Mountain Celebration		$ 1,500.00		$ 61,359.88
6/9/25	Honor Flight of So Co - Summer Bash 2025		$1,400.00		$ 59,959.88
6/9/25	Pueblo FireFighters Historical Society		$ 750.00		$ 59,209.88
6/9/25	Pueblo Chamber of Commerce - Chile Festival Balloon Fest		$ 2,500.00		$ 56,709.88
6/9/25	CATCH Youth - Pignanelli Partners		$ 750.00		$ 55,959.88
6/9/25	HardKnox		$ 3,500.00		$ 52,459.88
6/23/25	Pueblo County Pickleball Association - So Co Championship		$ 750.00		$ 51,709.88
6/23/25	Pueblo Rangers Soccer Club		$ 750.00		$ 50,959.88
6/23/25	Mariposa Center for Safety - Tribute to Women		$ 2,500.00		$ 48,459.88
6/23/25	Sangre de Cristo Arts and Conference Center		$ 1,750.00		$ 46,709.88
7/14/25	SRDA BBQ Fundraiser & Cruise In		$ 1,000.00		$ 45,709.88
7/14/25	Lake Avenue Community Church		$ 2,500.00		$ 43,209.88
7/14/25	~~The Pueblo Historical Aircraft Society~~		$ -		$ 43,209.88
7/14/25	The Roselawn Company		$ 1,700.00		$ 41,509.88
7/14/25	PAWS for Life - Pints for Paws		$ 1,500.00		$ 40,009.88
7/28/25	Latinas First Foundation 13th Annual Luncheon		$ 1,500.00		$ 38,509.88
7/28/25	Assistance League Pueblo - Holiday Fashion Show Preview		$ 2,500.00		$ 36,009.88
7/28/25	The Pueblo Historical Aircraft Society		$ 5,000.00		$ 31,009.88
7/28/25	Noche de Fiesta		$ 1,000.00		$ 30,009.88
7/28/25	NeighborWorks Southern Colorado		$ 2,000.00		$ 28,009.88

DATE	BALANCE IN 2025 CONTINGENCIES ACCOUNT		DEBIT	CREDIT	BALANCE
8/11/25	Catholic Charities of Southern Colorado		$ 1,000.00		$ 27,009.88
8/11/25	UCHealth Parkview Foundation - 44th Annual Starlight Gala		$ 1,500.00		$ 25,509.88
8/11/25	Southern Colorado Equality Alliance - Pueblo Pride		$ 1,000.00		$ 24,509.88
8/25/25	Voices Against Gun Violence		$ 1,000.00		$ 23,509.88
8/25/25	Spark by Project Helping Suicide Memory Walk		$ 1,000.00		$ 22,509.88
9/8/25	Garcia Foundation - The PLACE		$ 750.00		$ 21,759.88
9/8/25	Servicios de La Raza - Joven Noble		$ 1,000.00		$ 20,759.88
9/8/25	Pueblo County Historical Society - Living History: Clay Jenkinson as Roosevelt and Oppenheimer		$ 1,000.00		$ 19,759.88
9/22/25	United Way Pueblo County - Campaign Kick Off		$ 750.00		$ 19,009.88
9/22/25	Pueblo Latino Vets Assoc. - Legacies of Courage Awards		$ 1,500.00		$ 17,509.88
10/14/25	Broadway Theatre League		$ 2,500.00		$ 15,009.88
10/14/25	Habitat for Humanity - Ramp Up Pueblo		$ 1,000.00		$ 14,009.88
10/27/25	Pueblo Choral Society - Old Fashioned Christmas		$ 1,000.00		$ 13,009.88
10/27/25	Pueblo Downtown Association - Parade of Lights		$ 1,500.00		$ 11,509.88
11/10/25	Mt. Carmel Veterans Service Center Pueblo - Salute to Heroes		$ 1,500.00		$ 10,009.88
11/10/25	Rocky Mountain Service Employment & Redevelopment - RMSER Food Pantry		$ 5,000.00		$ 5,009.88
11/24/25	Boys & Girls Club - Santas Helper		$ 1,400.00		$ 3,609.88
11/24/25	SOCO Harm Reduction A Warm Thankgiving for Every Heart		$ 1,000.00		$ 2,609.88

Docusign Envelope ID: 6A9FCE0A-BE03-4D1B-96D5-4319A4DFD11E

CITY CLERK'S OFFICE ITEM # R1

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:	DANNY NUNN, DIRECTOR OF FINANCE
SUBJECT:	AN ORDINANCE LEVYING AND CERTIFYING THE CITY OF PUEBLO PROPERTY TAX MILL LEVY MADE IN 2025 FOR THE 2026 BUDGET YEAR

SUMMARY:

THE ATTACHED ORDINANCE SETS THE MILL LEVY FOR THE PROPERTY TAX TO BE ASSESSED AND COLLECTED FOR USE IN THE 2026 BUDGET.

PREVIOUS COUNCIL ACTION:

NONE.

BACKGROUND:

FOR THE PURPOSE OF MEETING THE GENERAL OPERATING EXPENSES OF THE CITY OF PUEBLO DURING THE 2026 FISCAL YEAR THIS ORDINANCE WILL IMPOSE A MILL LEVY UPON REAL PROPERTY LOCATED WITHIN THE CITY OF PUEBLO.

FINANCIAL IMPLICATIONS:

THE LEVY IS SET AT 15.633 MILLS, WHICH IS THE SAME AS 2025. IT IS ESTIMATED TO GENERATE $21,280,697 IN PROPERTY TAX, THIS AMOUNT IS NET OF ESTIMATED UNCOLLECTIBLE TAXES. THE ASSESSED VALUE, AS PROVIDED BY THE PUEBLO COUNTY ASSESSOR, IS $1,386,854,524.

BOARD/COMMISSION RECOMMENDATION:

NOT APPLICABLE.

STAKEHOLDER PROCESS:

NOT APPLICABLE.

ALTERNATIVES:

NOT APPLICABLE.

Docusign Envelope ID: 6A9FCE0A-BE03-4D1B-96D5-4319A4DFD11E

RECOMMENDATION:

APPROVAL OF THIS ORDINANCE.

ATTACHMENTS:

NONE.

Docusign Envelope ID: 6A9FCE0A-BE03-4D1B-96D5-4319A4DFD11E

ORDINANCE NO. 11074

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

WHEREAS, the City of Pueblo's budget for fiscal year 2026 has been prepared and approved, and

WHEREAS, the 2025 net assessed valuation of all taxable property in the City of Pueblo as certified by the Pueblo County Assessor is $1,386,854,524, and

WHEREAS, the property tax revenue for the fiscal year 2024 is estimated to be $21,280,697; NOW, THEREFORE,

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

SECTION 1.

For the purpose of meeting the general operating expenses of the City of Pueblo during the 2026 Fiscal Year, there is hereby made, set and levied a tax of 15.633 mills upon each dollar of the total assessed valuation of all taxable property located within the City of Pueblo on the assessment date.

SECTION 2.

The City Council of the City of Pueblo does hereby certify to the County Commissioners of Pueblo County, Colorado the following mill levy imposed by this Ordinance upon each dollar of the total valuation for assessment of all taxable property located within the City of Pueblo on the assessment date:

Gross Mill Levy	15.633 mills

SECTION 3.

The City Clerk is hereby directed to deliver a certified copy of this Ordinance, together with a Certificate of Tax Levies, form DLG 70, properly completed by the Director of Finance, to the County of Commissioners of Pueblo County, Colorado, and the Division of Local Government immediately after passage of this Ordinance.

SECTION 4.

All increases to the City of Pueblo's net fund balance shall constitute and be considered "reserve increases" and therefore a part of the City of Pueblo's 2026 fiscal year spending. All 2025 year-end balances shall constitute and be considered "reserves" and all subsequent expenditures and transfers from such reserves shall be excluded from the City of Pueblo's fiscal year spending within the meaning of Article X, Section 20 (2)(e) of the Colorado Constitution.

SECTION 5.

The officers and the 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.

Docusign Envelope ID: 6A9FCE0A-BE03-4D1B-96D5-4319A4DFD11E

SECTION 6.

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

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on November 10, 2025.

Final adoption of Ordinance by City Council on November 24, 2025.

DocuSigned by:
Mark Alliff
B7A4F51823AB462...
President of City Council

Action by the Mayor:

☐ Approved on 11/26/2025 | 8:21 AM MST.

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

Signed by:
Heather Graham
3A85950B7BCA462...
Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

_____
President of City Council

ATTEST

DocuSigned by:
7C02EBDFFC3D43C...
City Clerk

Docusign Envelope ID: 9B94F30E-8CD5-45B1-A6D7-9236082CF49E

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: Danny Nunn< Director Finance
Heather Graham, Mayor

SUBJECT: 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

SUMMARY:

The City charter requires that the City Council, through the adoption of the budget, approve all City expenditures. The annual budget sets forth a plan for the 2026 expenditures. Provided in the Ordinance is the Mayor's recommended budget.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

On October 14, 2025, the budget as originally presented to the City Council and the citizens of Pueblo set forth a plan whereby the City will expend all anticipated general fund revenues and an additional $11,935,406 of funds from reserves. The Council designated minimum reserve will be equal to 12% of the annual General Fund expenditures and transfers out for the fiscal year 2026. The budget document includes total spending from the General Fund in the amount of $129,826,541, requiring $11,935,406 from reserves in order to provide safe and reliable services for the benefit of the citizens of the City of Pueblo.

On November 24, 2025, the budget recommendation has been updated to reflect net decrease in expenses which will decrease the amount of reserves needed. The budget still sets forth a plan whereby the City will expend all anticipated general fund revenues and an additional $ 10,311,008 of funds from reserves. The Council designated minimum reserve will be equal to 12% of the annual General Fund expenditures and

Docusign Envelope ID: 9B94F30E-8CD5-45B1-A6D7-9236082CF49E

transfers out for the fiscal year 2026. The budget document includes total spending from the General Fund in the amount of $117,891,135 requiring $10,311,008 from reserves in order to provide safe and reliable services for the benefit of the citizens of the City of Pueblo.

FINANCIAL IMPLICATIONS:

See background.

BOARD/COMMISSION RECOMMENDATION:

Not applicable.

STAKEHOLDER PROCESS:

The recommended budget has been available on the City's web site, as well as at the Rawlings library location since October 15, 2025. In addition, per the requirements of Section 7-9 of the Charter for the City of Pueblo, a public hearing was held in the Council Chambers during the regular meeting of the City Council on October 27, 2025.

ALTERNATIVES:

Not applicable.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

None

Docusign Envelope ID: 9B94F30E-8CD5-45B1-A6D7-9236082CF49E

ORDINANCE NO. 11075

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

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

SECTION 1.

The budget for the fiscal year 2026, as proposed by the Mayor and as amended by the City Council, the original of which is on file with the Director of Finance, is incorporated herein in full, and hereby approved and adopted.

SECTION 2.

The General Fund Revenue for Fiscal Year 2026 is hereby estimated, and the General Fund Appropriation by Department for Fiscal Year 2026 is hereby made as follows:

REVENUE BY SOURCE	**AMOUNT**	**APPROPRIATION DEPARTMENT**	**BYAMOUNT**
Taxes	100,071,808	General Government	19,615,324
Licenses & Permits	1,123,350	Police	43,655,487
Intergovernmental	2,750,000	Fire	29,883,192
Charges for Service	5,128,754	Public Works	8,852,584
Fines & Forfeits	1,393,600	Parks	8,691,830
Other Revenue	2,567,700	Non-Departmental	8,119,344
Transfers In	4,855,923	Transfers Out	9,384,382
Fund Balance Reserves	10,311,008		
General Fund Total	**128,202,143**	**General Fund Total**	**128,202,143**

SECTION 3.

Revenue is hereby estimated, and appropriations hereby made for the Fiscal Year 2026 for all other Funds of the City of Pueblo as follows:

OTHER FUNDS	**REVENUE**	**APPROPRIATION**
INTERGOVERNMENTAL	7,241,162	7,241,162
SPECIAL CHARGES	7,173,543	7,173,543
SPECIAL DISTRICT	707,699	707,699
OTHER SPECIAL REVENUE	583,191	583,191

Docusign Envelope ID: 9B94F30E-8CD5-45B1-A6D7-9236082CF49E

HUD GRANTS	2,788,757	2,788,757
STIMULUS GRANTS	385,059	385,059
PUBLIC IMPROVEMENTS	4,030,314	4,030,314
DEBT SERVICE FUND	4,829,967	4,829,967
ECONOMIC DEVELOPMENT TAX	14,737,632	14,737,632
POLICE SAFETY TAX	5,140,718	5,140,718
ELMWOOD GOLF COURSE	1,748,822	1,748,822
WALKINGSTICK GOLF COURSE	1,608,293	1,608,293
HONOR FARM PROPERTIES	110,931	110,931
MEMORIAL HALL	3,046,498	3,046,498
MEMORIAL AIRPORT	2,602,525	2,602,525
PUEBLO TRANSIT	7,183,477	7,183,477
PARKING FACILITIES	780,325	780,325
WASTEWATER ENTERPRISE	35,760,876	35,760,876
STORMWATER UTILITY	6,682,516	6,682,516
INTERNAL SERVICE FUNDS	25,441,808	25,441,808

SECTION 4.

On November 3, 2020, the electors of the City of Pueblo, Colorado enacted Ordinance No. 9764, providing for a one-half cent sale and use tax rate increase for a five-year period ending on December 31, 2026, and pledging the revenue therefrom for job creating capital improvement projects. The anticipated revenue from this tax rate increase and the investment income thereon, for the Fiscal Year 2026 is $14,737,632 and the full amount thereof, plus any amount available in the fund balance, is hereby appropriated for projects to be determined by the Mayor and City Council.

SECTION 5.

It is the policy of the City Council to accumulate and maintain a General Fund reserve. Effective with the adoption of the FY 2026 budget, this reserve amount will be equal to 12% of the annual General Fund expenditures and transfers out.

SECTION 6.

Authorized staff positions within all departments of the City, as well as the salaries, therefore, are approved and adopted by separate Ordinances. All information pertaining to staffing and salary included in the budget document incorporated herein is solely for the purpose

Docusign Envelope ID: 9B94F30E-8CD5-45B1-A6D7-9236082CF49E

of providing additional information to the user of the document.

SECTION 7.

Pursuant to Section 7-12 and 7-13 of the Charter of the City of Pueblo, the Mayor is hereby authorized to maintain budgetary control over approved allotments within each department by classification of expenditure category, rather than line item.

SECTION 8.

The officers and the 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 9.

No expenditures shall be made, or warrants issued against any monies appropriated, except in strict conformity with the Charter of the City of Pueblo and in accordance with the provisions of this Ordinance.

SECTION 10.

No expenditures shall be made, or warrants issued against any monies appropriated, except in strict conformity with the Charter of the City of Pueblo and in accordance with the provisions of this Ordinance.

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on November 10, 2025.

Final adoption of Ordinance by City Council on November 24, 2025.

DocuSigned by:
Mark Aliff
B7A4F51823AB462...
President of City Council

Action by the Mayor:

☒ Approved on 12/4/2025 | 10:41 AM MST.

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

Signed by:
3A85950B7BCA462...
Mayor

Docusign Envelope ID: 9B94F30E-8CD5-45B1-A6D7-9236082CF49E

Action by City Council After Disapproval by the Mayor:

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

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

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

_____
President of City Council

ATTEST

DocuSigned by:
7C02EBDFFC3D43C...

_____
City Clerk

Docusign Envelope ID: CCC5ACDC-3F04-4FA6-8FEE-78CCEA30D705

CITY CLERK'S OFFICE ITEM # R3

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:	DANNY NUNN, DIRECTOR OF FINANCE
SUBJECT:	AN ORDINANCE LEVYING AND CERTIFYING THE BANDERA BOULEVARD SPECIAL IMPROVEMENT MAINTENANCE DISTRICT PROPERTY TAX MILL LEVY MADE IN 2025 FOR THE 2026 BUDGET YEAR

SUMMARY:

THE ATTACHED ORDINANCE SETS THE MILL LEVY FOR THE PROPERTY TAX WITHIN THE BANDERA BOULEVARD SPECIAL IMPROVEMENT MAINTENANCE DISTRICT TO BE ASSESSED AND COLLECTED FOR USE IN THE 2026 BUDGET.

PREVIOUS COUNCIL ACTION:

NONE.

BACKGROUND:

THE CITY COUNCIL AS THE GOVERNING BODY OF THE BANDERA BOULEVARD SPECIAL IMPROVEMENT MAINTENANCE DISTRICT, FOR THE PURPOSE OF MEETING MAINTENANCE AND RESERVE EXPENSES OF THE DISTRICT, THROUGH THIS ORDINANCE SETS AND LEVIES A TAX OF 5.000 MILLS UPON TAXABLE REAL PROPERTY LOCATED WITHIN THE BANDERA BOULEVARD SPECIAL IMPROVEMENT MAINTENANCE DISTRICT.

FINANCIAL IMPLICATIONS:

BY APPROVAL OF THE VOTERS WITHIN THE DISTRICT, THE LEVY IS FIXED AT 5.000 MILLS. THE MILL LEVY OF 5.000 MILLS IS ESTIMATED TO GENERATE $48,788.50 IN PROPERTY TAXES ON AN ASSESSED VALUATION OF $9,757,700.

BOARD/COMMISSION RECOMMENDATION:

APPROVAL OF THIS ORDINANCE.

STAKEHOLDER PROCESS:

THE BANDERA BOULEVARD SPECIAL IMPROVEMENT MAINTENANCE DISTRICT ADVISORY COMMITTEE MET IN NOVEMBER OF 2025 TO DISCUSS THE 2026

Docusign Envelope ID: CCC5ACDC-3F04-4FA6-8FEE-78CCEA30D705

OPERATIONS AND BUDGET OF THE DISTRICT. THE ADVISORY COMMITTEE RECOMMENDED THE MILL LEVY REMAIN AT 5.000 MILLS WITH NO TEMPORARY CREDIT FOR 2025 TO BE COLLECTED IN 2026.

ALTERNATIVES:

NOT APPLICABLE.

RECOMMENDATION:

APPROVAL OF THE ORDINANCE.

ATTACHMENTS:

NONE.

Docusign Envelope ID: CCC5ACDC-3F04-4FA6-8FEE-78CCEA30D705

ORDINANCE NO. 11076

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

WHEREAS, the Bandera Boulevard Special Improvement Maintenance District's budget for fiscal year 2026 has been prepared and approved, and

WHEREAS, the 2025 net assessed valuation of all taxable property in the Bandera Boulevard Special Improvements Maintenance District as certified by the Pueblo County Assessor is $9,757,700 and

WHEREAS, the tax revenue for the fiscal year 2026 is estimated to be $48,788.50; NOW, THEREFORE,

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

SECTION 1.

The City Council as the governing body of the Bandera Boulevard Special Improvement Maintenance District, for the purpose of meeting maintenance expenses of the District, does hereby make, set and levy a tax of 5.000 mills upon each dollar of the total assessed valuation of all taxable real property located within the Bandera Boulevard Special Improvement Maintenance District on the assessment date to meet the cost of maintenance and reserve requirements for fiscal year 2026.

SECTION 2.

The City Council of the City of Pueblo does hereby fix and certify to the County Commissioners of Pueblo County, Colorado the following mill levy imposed by this Ordinance upon each dollar of the total valuation for assessment of all taxable real property located within the Bandera Boulevard Special Improvement Maintenance District on the assessment date:

Gross Mill Levy	5.000 mills

SECTION 3.

The City Clerk is hereby directed to deliver a certified copy of this Ordinance, together with a Certificate of Tax Levies, from DLG 70, properly completed by the Director of Finance, to the County Commissioners of Pueblo County, Colorado, and the Division of Local Government immediately after passage of this Ordinance.

SECTION 4.

All increases to the District's net fund balance shall constitute and be considered "reserve increases" and therefore a part of the District's 2026 fiscal year spending. All 2026 year-end balance shall constitute and be considered "reserves" and all subsequent expenditures and transfers from such reserves shall be excluded from the District's fiscal year spending within the meaning of Article X, Section 20 (20)(e) of the Colorado Constitution.

Docusign Envelope ID: CCC5ACDC-3F04-4FA6-8FEE-78CCEA30D705

SECTION 5.

The officers and the 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 6.

The 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 10, 2025.

Final adoption of Ordinance by City Council on November 24, 2025.

DocuSigned by:
Mark Alliff
B7A4F51823AB462...
President of City Council

Action by the Mayor:

☒ Approved on 11/26/2025 | 8:21 AM MST.

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

Signed by:
Heather Graham
3A85950B7BCA462...
Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

_____
President of City Council

ATTEST

DocuSigned by:
7C02EBDFFC3D43C...
_____
City Clerk

Docusign Envelope ID: E67DD31E-4467-4ADD-BB85-AA52C6B889BE

CITY CLERK'S OFFICE ITEM # R4

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: DANNY NUNN, DIRECTOR OF FINANCE

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

SUMMARY:

THE ATTACHED ORDINANCE SETS THE MILL LEVY FOR PROPERTY TAX WITHIN THE SOUTHPOINTE SPECIAL IMPROVEMENT MAINTENANCE DISTRICT TO BE ASSESSED AND COLLECTED FOR USE IN THE 2026 BUDGET.

PREVIOUS COUNCIL ACTION:

NONE.

BACKGROUND:

THE CITY COUNCIL AS THE GOVERNING BODY OF THE SOUTHPOINTE SPECIAL IMPROVEMENT MAINTENANCE DISTRICT, FOR THE PURPOSE OF MEETING MAINTENANCE EXPENSES OF THE DISTRICT, THROUGH THIS ORDINANCE SETS AND LEVIES A TAX OF 5.000 MILLS UPON TAXABLE REAL PROPERTY LOCATED WITHIN THE SOUTHPOINTE SPECIAL IMPROVEMENT MAINTENANCE DISTRICT.

FINANCIAL IMPLICATIONS:

BY APPROVAL OF THE VOTERS WITHIN THE DISTRICT, THE LEVY IS FIXED AT 5.000 MILS. IT IS ESTIMATED TO GENERATE $46,351.35 IN PROPERTY TAXES ON AN ASSESSED VALUATION OF $9,270,270.

BOARD/COMMISSION RECOMMENDATION:

APPROVAL OF THIS ORDINANCE.

STAKEHOLDER PROCESS:

THE SOUTHPOINTE SPECIAL IMPROVEMENT MAINTENANCE DISTRICT ADVISORY COMMITTEE MET IN NOVEMBER OF 2025 TO DISCUSS THE 2026 OPERATIONS AND

Docusign Envelope ID: E67DD31E-4467-4ADD-BB85-AA52C6B889BE

BUDGET OF THE DISTRICT. THE ADVISORY COMMITTEE RECOMMENDED THE MILL LEVY REMAIN AT 5.000 MILLS FOR 2025 TO BE COLLECTED IN 2026.

ALTERNATIVES:

NOT APPLICABLE.

RECOMMENDATION:

APPROVAL OF THIS ORDINANCE.

ATTACHMENTS:

NONE.

Docusign Envelope ID: E67DD31E-4467-4ADD-BB85-AA52C6B889BE

ORDINANCE NO. 11077

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

WHEREAS, the SouthPointe Special Improvement Maintenance Distict's budget for fiscal year 2026 has been prepared and approved, and

WHEREAS, the 2025 net assessed valuation of all taxable property in the SouthPointe Special Improvement Maintenance District as certified by the Pueblo County Assessor is $9,270,270, and

WHEREAS, the property tax revenue for the fiscal year 2025 is estimated to be $46,351.35; NOW, THEREFORE,

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

SECTION 1.

The City Council as the governing body of the SouthPointe Special Improvement Maintenance District, for the purpose of meeting maintenance expenses of the district, does hereby make, set and levy a tax of 5.000 mills upon each dollar of the total assessed valuation of all taxable real property located within the SouthPointe Special Improvement Maintenance District on the assessment date.

SECTION 2.

The City Council of the City of Pueblo does hereby fix and certify to the County Commissioners of Pueblo County, Colorado the following mill levy imposed by this Ordinance upon each dollar of the total valuation for assessment of all taxable real property located within the SouthPointe Special Improvement Maintenance District on the assessment date:

Gross Mill Levy	5.000 mills

SECTION 3.

The City Clerk is hereby directed to deliver a certified copy of this Ordinance, together with a Certificate of Tax Levies, form DLG 70, properly completed by the Director of Finance, to the County Commissioners of Pueblo County, Colorado, and the Division of Local Government immediately after passage of this Ordinance.

SECTION 4.

All increases to the district’s net fund balance shall constitute and be considered “reserve increases” and therefore a part of the district’s 2026 fiscal year spending. All 2026 year-end balances shall constitute and be considered “reserves” and all subsequent expenditures and transfers from such reserves shall be excluded from the District’s fiscal year spending within the meaning of Article X, Section 20 (2)(e) of the Colorado Constitution.

Docusign Envelope ID: E67DD31E-4467-4ADD-BB85-AA52C6B889BE

SECTION 5.

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

SECTION 6.

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

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on November 10, 2025.

Final adoption of Ordinance by City Council on November 24, 2025.

DocuSigned by:
Mark Aliff
B7A4F51823AB462...
President of City Council

Action by the Mayor:

☒ Approved on 11/26/2025 | 8:21 AM MST.

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

Signed by:
Heather Graham
3A85950B7BCA462...
Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

_____
President of City Council

ATTEST

DocuSigned by:
7C02EBDFFC3D43C...
City Clerk

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: November 24, 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 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

SUMMARY:

The City of Pueblo, the owner of 168.2 acres of property within the western portion of the Pueblo Airport Industrial Park, has submitted a petitioner to annex the property into its municipal boundaries. In accordance with C.R.S. 31-12-106, the City is authorized to annex municipally owned land by ordinance if a least one-sixth of the perimeter is contiguous with the municipality, the area is owned by the City and is not solely a public street or right-of-way. This annexation will enable the zoning and land use of the property to be governed by City of Pueblo regulations.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

This ordinance will annex a portion of the City's Pueblo Memorial Airport Industrial Park property containing a total of 168.2 acres. The area being annexed is north and south of William White Boulevard, east of North 27th Lane and west of the Fujifilm Electronic Materials Facility. The perimeter of the proposed annexation area has 44% contiguity with the existing city limit boundary. The annexation area contains a .53-mile section of the William White Boulevard right-of-way. Annexation of this area into the City will also enable the zoning and land use of the property to be governed by City of Pueblo regulations and not continue to be controlled by the land use regulations and permit approvals through the Pueblo County Planning & Development Department. This has created a challenging process for both the city and county agencies that will be more

streamlined with the property being under the City's land use regulations. C.R.S. 31-12-106 allows the City to annex municipally owned land by ordinance if a least one-sixth of the perimeter is contiguous with the municipality, the area is owned by the City and is not solely a public street or right-of-way.

FINANCIAL IMPLICATIONS:

There will be no other additional financial impact since the City of Pueblo currently is responsible for providing municipal services to the property including fire, wastewater, and stormwater services. The City will be responsible for the maintenance of a .53-mile section of William White Boulevard.

BOARD/COMMISSION RECOMMENDATION:

While not required by Colorado Revised Statutes, the City Planning and Zoning Commission reviewed the annexation at their July 23, 2025, work session.

STAKEHOLDER PROCESS:

To the extent required by Colorado Revised Statutes, an impact report is being provided to Pueblo County, Pueblo School District 70, Pueblo City-County Library District, Southeastern Colorado Water Conservancy District, and the Lower Arkansas Valley Water Conservancy District.

ALTERNATIVES:

City Council could vote to not approve the annexation Ordinance, and the property would remain within unincorporated Pueblo County and under the jurisdiction of Pueblo County land use and zoning regulations.

-

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. Final Attachments

ORDINANCE NO.

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

WHEREAS, the City has applied for and intends to annex the 168.2 acres of land commonly known as the Pueblo Memorial Airport - West Airport Annexation; and

WHEREAS, pursuant to §31-12-106(3) C.R.S., the City Council has the authority to annex unincorporated municipally owned land by ordinance without notice or hearing as provided in §31-12-108 and 109 C.R.S. ;NOW THEREFORE,

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

SECTION 1.

The following described area situated in Pueblo County, Colorado, is hereby annexed to Pueblo, a Municipal Corporation, and the official map of the City shall be amended to show such annexation:

1. **AREAS TO BE ANNEXED INTO THE CITY OF PUEBLO:**

An area of land located in a portion of Section 26, Township 20 South, Range 64 West of the 6th P.M., Pueblo County, Colorado, to wit:

Lots 3, 4, 5, 12, and 18, and Parcel "D", Pueblo Memorial Airport Industrial Park Subdivision (PMAIPS), according to the recorded plat thereof recorded in Book 2836, at Page 665 of the Pueblo County Records.

AND

Lots 3 and 4, Pueblo Memorial Airport Industrial Park Subdivision 3rd Filing (PMAIPS #3), according to the recorded plat thereof recorded under Reception No. 1272403 of the Pueblo County Records.

AND

Lots 2 and 3, and Parcels B and C, Pueblo Memorial Airport Industrial Park Subdivision Filing No. 4 (PMAIPS #4), according to the recorded plat thereof recorded under Reception No. 1731695 of the Pueblo County Records.

TOGETHER WITH

All that portion of William M. White Boulevard lying east of the west line of aforesaid Section 26 and west of a line drawn between the northeast corner of Parcel D, Pueblo Memorial Airport Industrial Park Subdivision and the southeast corner of Parcel C, Pueblo Memorial Airport

Industrial Park Subdivision, Filing No. 4.

The above-described parcel of land contains 168.2 acres more or less.

2. **PROPOSED NEW CITY LIMITS LINES:**

A series of lines located in a portion of Section 26, Township 20 South, Range 64 West of the 6th P.M., County of Pueblo, State of Colorado, and being more particularly described as follows:

City Limits Line A: BEGINNING at the Northwest corner of Lot 2, PMAIPS #4, S00°41'33"E along the westerly line of said Lot 2, a distance of 204.26 feet to a point on the northerly right of way line of William M. White Blvd. as shown on the recorded plat of PMAIPS #4; THENCE N75°58'31"W along said north right of way line, a distance of 258.48 feet to the Southwest corner of Lot 1, PMAIPS #4 and the POINT OF TERMINUS.

City Limits Line B: BEGINNING at the Southwest corner of Parcel A, PMAIPS #4, S00°41'33"E along the westerly line of PMAIPS #4 and across the right of way of William M. White Blvd., a distance of 155.09 feet to a point on the southerly right of way line of William M. White Blvd. and the POINT OF TERMINUS.

City Limits Line C: BEGINNING at the West Quarter Corner of Section 26, T20S, R64W, S00°40'22"E along the westerly line of the Southwest Quarter, being also the westerly line of Parcel "B", PMAIPS #4, a distance of 2023.99 feet to the southwest corner of said Parcel "B" and the POINT OF TERMINUS.

City Limits Line D: BEGINNING at the Southeast corner of Parcel "D", PMAIPS, N00°12'56"E along the easterly line of said Parcel "D", a distance of 1141.55 feet to a point on the southerly right of way line of William M. White Blvd. as shown on the recorded plat of PMAIPS, THENCE N09°18'01"W across said William M. White Blvd. a distance of 151.23 feet to the Southwest corner of PMAIPS #3; THENCE N00°12'56"E along the westerly line of said PMAIPS #3, a distance of 1041.87 feet to the Southwest corner of Lot 3, PMAIPS #3; THENCE N87°12'44"E, a distance of 458.66 feet to a point on Jetway Court, from which point, the center of an 85 foot radius cul-de-sac bears N87°12'29"E; THENCE along the arc of said cul-de-sac concave to the south and adjoining Lots 3 and 4, PMAIPS #3, a distance of 267.78, said arc having a central angle of 180°30'03"; THENCE N87°42'22"E along the south line of Lot 4, a distance of 470.40 feet to the Southeast corner of said Lot 4, also being the Southwest corner of Lot 18, PMAIPS; THENCE N88°25'39"E along the south line of said Lot 18, a distance of 379.04 feet to a point on the arc of an 85 foot radius cul-de-sac of Eaton Way; THENCE along the arc of a curve concave to the southeast, a distance of 132.93 feet, said arc having a central angle of 89°36'24"; THENCE N01°57'57"W along the easterly line of said Lot 18, a distance of 391.51 feet to the Northeast corner thereof, said corner being on the north line of aforesaid PMAIPS and the POINT OF TERMINUS.

3. **SURVEYOR'S CERTIFICATE**

At least one-sixth of the boundary of the land described in the annexation above is now existing city limits line. The complete annexation is within 3 miles of the present city limits.

-

SECTION 2.

The City Council hereby finds and determines that the City owns the area annexed and it is not solely a public street or right-of-way.

SECTION 3.

The City Council hereby finds and determines that (i) the annexed area is eligible for annexation as set out in §31-12-104(1)(a) and 31-12-105 C.R.S., (ii) that not less than one-sixth of the perimeter of the area to be annexed is contiguous with the existing boundaries of the City of Pueblo, (iii) 100% of 168.2 acres of land is within the three-mile limit, (iv) the City has in place a plan for the entire 168.2 acres of land to be annexed and (v) an election is not required under §31-12-107(2) C.R.S.

SECTION 4.

Within thirty (30) days after the effective date of the Ordinance, the City Clerk shall:

(a) File one copy of the annexation map with the original of this Ordinance in the office of the City Clerk; and,

(b) File for recording three certified copies of this Ordinance and annexation map with the Pueblo County Clerk and Recorder; and,

(c) File one certified copy of the annexation map and this Ordinance with the Southeastern Colorado Water Conservancy District.

SECTION 5.

The City Council hereby consents to the inclusion of the annexed area in the Southeastern Colorado Water Conservancy District pursuant to C.R.S. §37-45-136 (3.6).

SECTION 6.

The officers and staff of the City are authorized to perform any and all acts consistent with this Ordinance.

SECTION 7.

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

PUEBLO MEMORIAL AIRPORT ~ WEST ANNEXATION

Annexation to the City of Pueblo
In a Portion of Section 26, Township 20 South, Range 64 West of the 6th P.M., County of Pueblo, State of Colorado

AREA TO BE ANNEXED INTO THE CITY OF PUEBLO

An area of land located in a portion of Section 26, Township 20 South, Range 64 West of the 6th P.M., Pueblo County, Colorado, to wit:

Lots 3, 4, 5, 12, and 18, and Parcel "D", Pueblo Memorial Airport Industrial Park Subdivision (PMAIPS), according to the recorded plat thereof recorded in Book 2836, at Page 665 of the Pueblo County Records.

AND

Lots 3 and 4, Pueblo Memorial Airport Industrial Park Subdivision 3rd Filing (PMAIPS #3), according to the recorded plat thereof recorded under Reception No. 1272403 of the Pueblo County Records.

AND

Lots 2 and 3, and Parcels B and C, Pueblo Memorial Airport Industrial Park Subdivision Filing No. 4 (PMAIPS #4), according to the recorded plat thereof recorded under Reception No. 1731695 of the Pueblo County Records.

TOGETHER WITH

All that portion of William M. White Boulevard lying east of the west line of afroesaid Section 26 and west of a line drawn between the northeast corner of Parcel D, Pueblo Memorial Airport Industrial Park Subdivision and the southeast corner of Parcel C, Pueblo Memorial Airport Industrial Park Subdivision, Filing No. 4.

The above described parcel of land contains 168.2 acres more or less.

PROPOSED NEW CITY LIMIT LINES:

A series of lines located in a portion of Section 26, Township 20 South, Range 64 West of the 6th P.M., County of Pueblo, State of Colorado, and being more particularly described as follows:

City Limits Line A: BEGINNING at the Northwest corner of Lot 2, PMAIPS #4, S00°41'33"E along the westerly line of said Lot 2, a distance of 204.26 feet to a point on the northerly right of way line of William M. White Blvd. as shown on the recorded plat of PMAIPS #4; THENCE N75°58'31"W along said north right of way line, a distance of 258.48 feet to the Southwest corner of Lot 1, PMAIPS #4 and the POINT OF TERMINUS.

City Limits Line B: BEGINNING at the Southwest corner of Parcel A, PMAIPS #4, S00°41'33"E along the westerly line of PMAIPS #4 and across the right of way of William M. White Blvd., a distance of 155.09 feet to a point on the southerly right of way line of William M. White Blvd. and the POINT OF TERMINUS.

City Limits Line C: BEGINNING at the West Quarter Corner of Section 26, T20S, R64W, S00°40'22"E along the westerly line of the Southwest Quarter, being also the westerly line of Parcel "B", PMAIPS #4, a distance of 2023.99 feet to the southwest corner of said Parcel "B" and the POINT OF TERMINUS.

City Limits Line D: BEGINNING at the Southeast corner of Parcel "D", PMAIPS, N00°12'56"E along the easterly line of said Parcel "D", a distance of 1141.55 feet to a point on the southerly right of way line of William M. White Blvd. as shown on the recorded plat of PMAIPS, THENCE N09°18'01"W across said William M. White Blvd. a distance of 151.23 feet to the Southwest corner of PMAIPS #3; THENCE N00°12'56"E along the westerly line of said PMAIPS #3, a distance of 1041.87 feet to the Southwest corner of Lot 3, PMAIPS #3; THENCE N87°12'44"E, a distance of 458.66 feet to a point on Jetway Court, from which point, the center of an 85 foot radius cul-de-sac bears N87°12'29"E; THENCE along the arc of said cul-de-sac concave to the south and adjoining Lots 3 and 4, PMAIPS #3, a distance of 267.78, said arc having a central angle of 180°30'03"; THENCE N87°42'22"E along the south line of Lot 4, a distance of 470.40 feet to the Southeast corner of said Lot 4, also being the Southwest corner of Lot 18, PMAIPS; THENCE N88°25'39"E along the south line of said Lot 18, a distance of 379.04 feet to a point on the arc of an 85 foot radius cul-de-sac of Eaton Way; THENCE along the arc of a curve concave to the southeast, a distance of 132.93 feet, said arc having a central angle of 89°36'24"; THENCE N01°57'57"W along the easterly line of said Lot 18, a distance of 391.51 feet to the Northeast corner thereof, said corner being on the north line of aforesaid PMAIPS and the POINT OF TERMINUS.

SURVEYOR'S CERTIFICATE

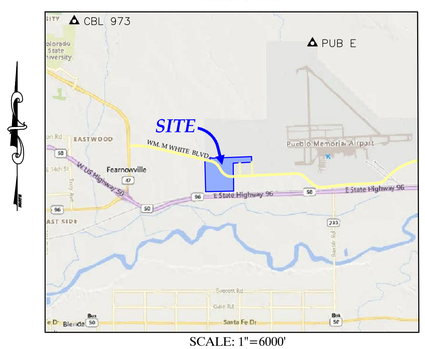
I, Julie N. Troutt, a professional land surveyor registered in the State of Colorado, hereby certify that this plat and the related descriptions were prepared under my responsible charge in May, 2025.

Julie N. Troutt
Professional Land Surveyor #38529

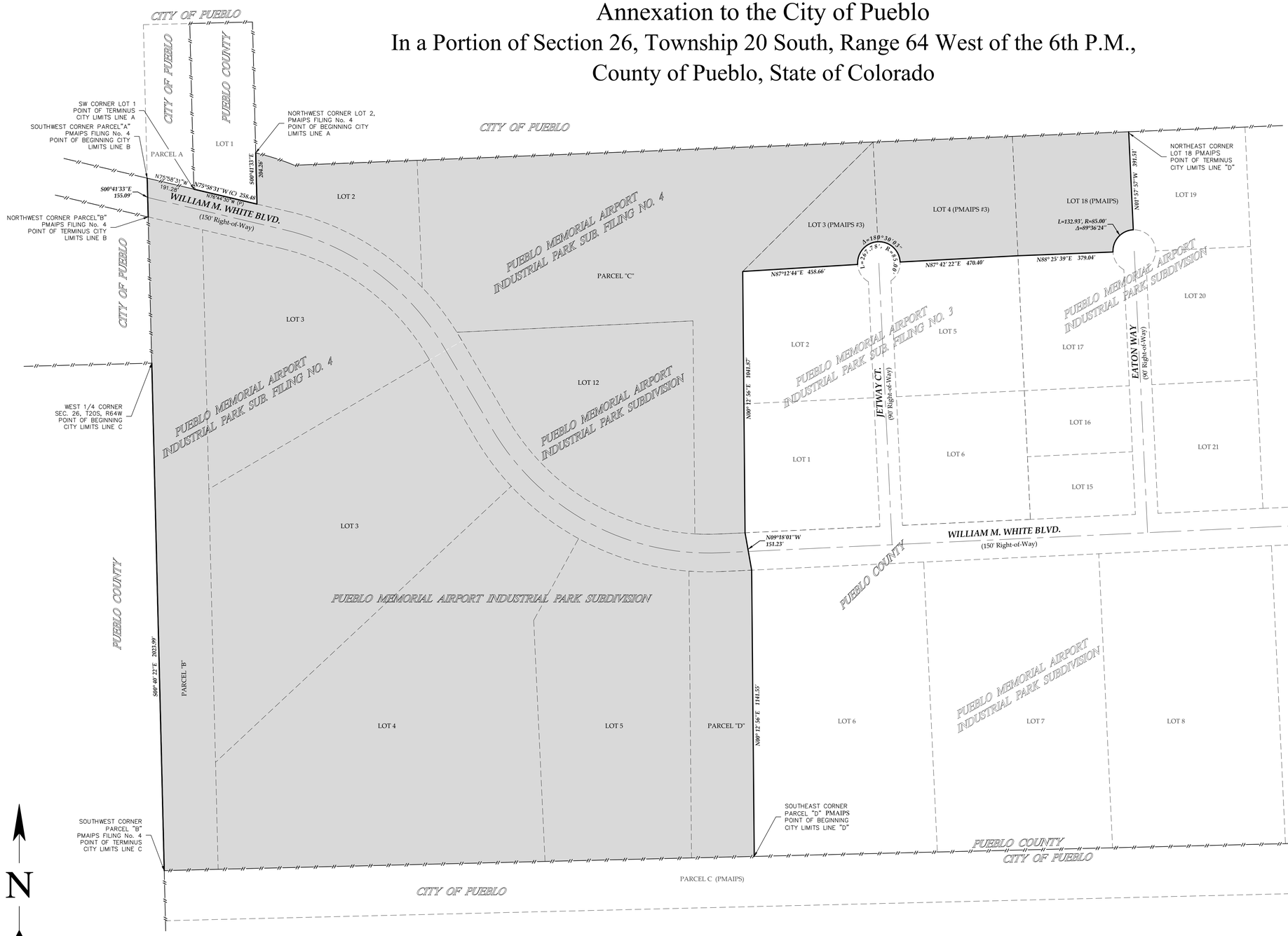
Perimeter of property to be annexed into City of Pueblo: 13,693 lf
1/6 perimeter: 2,282 lf
6063 lf contiguous to Existing City Limits
Perimeter Contiguous to City Limits = 44%

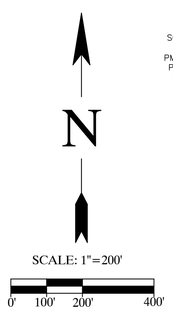
Area to be Annexed into City: 168.2 Ac±

VICINITY MAP



SCALE: 1"=6000'





Existing City Limits Line

New City Limits Line

Area to be Annexed into City

(C) Calculated Bearing
(P) Plat Bearing

Basis of Bearings: Bearings shown hereon are the same as shown on the recorded plat of Pueblo Memorial Airport Industrial Park Subdivision as recorded in Book 2836 at Page 665 of the Pueblo County Records.

Notice:
According to Colorado Law, you must commence any legal action based upon any defect in this survey within three (3) years after you first discover such defect. In no event, may any action based upon any defect in this survey be commenced more than ten (10) years from the date of certification shown hereon.

Colorado Land Surveyors, Inc.
184 S. Tiffany Dr., Ste. 106
Pueblo West, CO 81007
719-542-9169

D:\Civil 3D Projects\Surveys\2025\S25-21 PUB AIRPORT ANNEX\S25-21 PUB ANNEX.dwg

ANNEXATION TO THE CITY OF PUEBLO

IMPACT REPORT

FOR

PUEBLO MEMORIAL AIRPORT WEST ANNEXATION

As part of the Annexation application process, the following impact report concerning the **Pueblo Memorial Airport West Annexation** has been prepared. The following items are the requirements as set forth for an Annexation Impact Report pursuant to the Colorado Revised Statutes Section 31-12-108.5:

(a) A map or maps of the municipality and adjacent territory to show the following information:

(I) The present and proposed boundaries of the municipality in the vicinity of the proposed annexation;

Refer to the PUEBLO MEMORIAL AIRPORT WEST ANNEXATION Plat included as Exhibit 1.

(II) The present streets, major trunk water mains, sewer interceptors and outfalls, other utility lines and ditches, and the proposed extension of such streets and utility lines in the vicinity of the proposed annexation;

William White Blvd, municipal water, sanitary sewer, and other utilities are currently located in the William White Blvd right-of way, running from the northeast corner of the annexation area to the western boundary.

(III) The existing and proposed land use pattern in the areas to be annexed;

The proposed future land use as identified in the 2022 Pueblo Regional Comprehensive Plan is "Light Industrial." The primary land uses within this designation are research and development, manufacturing, processing, maintenance, repair shops, warehousing, and distribution facilities. Supporting land uses include limited retail services, restaurants, and other support services. The Pueblo Airport Industrial Park is one of the areas specifically identified in the description for a "Light Industrial" area. Characteristics of a "Light Industrial" area are provisions for more intensive industrial uses that require larger sites and have a greater impact on surrounding areas. The property is current land vacant land that is comprised of subdivided lots and parcels, except for Lot 12, Pueblo Memorial Industrial Airport Park (12.56 acres) which contains a 70,000 square foot industrial shell building owned by the City of Pueblo.

(b) A copy of any draft or final pre-annexation agreement, if available;

Not Applicable.

(c) A statement setting forth the plans of the municipality for extending to, or otherwise providing for, within the area to be annexed, municipal services performed by or on behalf of the municipality at the time of annexation;

The City of Pueblo is currently providing wastewater, stormwater, and fire services within the proposed annexation area. Municipal police services which are already provided at the adjacent Pueblo Memorial Airport will be extended to include the annexation area. Additionally, domestic water service is already provided by Pueblo Water. Pueblo Water is the municipal water provider authorizes under the City Charter for the City of Pueblo and currently already provides water service to this area under its policies and regulations.

(d) A statement setting forth the method under which the municipality plans to finance the extension of the municipal services into the area to be annexed;

Fire and Police services will be funded through the City's General Fund.

(e) A statement identifying existing districts within the area to be annexed;

The annexation area is within the boundaries of the Southeastern Colorado Water Conservancy District, Lower Arkansas Valley Water Conservancy District, Pueblo City-County Library District, and Pueblo School District 70.

(f) A statement on the effect of annexation upon local public school district systems, including the estimated number of students generated and the capital construction required to educate such students.

The Pueblo Memorial Airport West Annexation is located within the boundaries of Pueblo School District 70. The proposed annexation area is not projected to generate any residential development. Employment opportunities that are expected to be generated within the proposed annexation area could attract families that may increase the number students. Although any additional growth in students will likely be dispersed within the school districts within the Pueblo region and not create a direct impact for additional public-school facilities.

MINUTES OF REGULAR MEETING
City of Pueblo, Colorado
Wednesday, September 10, 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, 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; Hannah Prinzi, Planner; and Cindy Capritta, Land Use Tech.

Staff Members Absent:

Approval of the Agenda: Bailey moved to approve the agenda, seconded by Spinuzzi.

Motion Passed: 7-0

Public Meeting:

A-25-01 Annexation: Pueblo Airport Annexation *Continued from August 13, 2025*

Hannah Prinzi provided staff report for the Pueblo Airport Annexation.

Commission Action: Bailey moved to recommend the application for the Pueblo Airport Annexation be forwarded to City Council seconded by Spinuzzi.

Motion Passed: 7-0

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Brett Boston
City Council Representative

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

James Salazar

A-25-01

TO:	City of Pueblo, Planning and Zoning Commission
FROM:	Beritt Odom, Director of Planning and Community Development
DATE:	September 10, 2025
SUBJECT:	Pueblo Memorial Airport West Annexation: an Annexation of Municipally Owned Land provided by Section 31-12-106(3), Colorado Revised Statutes
APPLICANT:	City of Pueblo
PROPERTY OWNER:	City of Pueblo
LOCATION:	168.20 acres of land located north of E State Hwy 98
EXISTING ZONE:	Pueblo County Zone Districts S-1, I-2, and B-4
CONCURRENT REQUEST(S):	N/A

REQUEST:
The City of Pueblo is requesting to annex 168.20 acres of City-owned land in the Pueblo Memorial Airport area into the City of Pueblo.

BACKGROUND:

The City of Pueblo, as owner of the property commonly known as the Pueblo Memorial Airport West, is seeking to annex a 168.20-acre portion of City-owned land into the City limits. The area being annexed contains twelve lots and parcels located in the Pueblo Memorial Airport Industrial Park Subdivision, the Pueblo Memorial Airport Industrial Park Subdivision Filing No. 3 and the Pueblo Memorial Airport Industrial Park Subdivision Filing No. 4 as well as the portion of William White Boulevard that runs between the aforementioned lots and parcels. The area is generally north of E State Hwy 98, west of several manufacturing and distribution business including FUJIFILM Electronic Materials, Swire Coca-Cola, and Trane Technologies, and east of Pete Jimenez Pkwy. The area is adjacent to Pueblo County land on the east and west, but it is adjacent to land within the City limits to the north and south. This annexation request was initiated by the City to facilitate development of the city-owned parcels.

ANALYSIS:

The proposed annexation of City-owned land is not solely a public street or right-of-way, and it is eligible for annexation pursuant to Sections 31-12-104(1)(a) and 31-12-105 of the Colorado Revised Statutes (C.R.S.). When annexing municipally owned land, no public notice is required, and no public hearing must be held if the property is not solely a public street or right of way and it satisfies the contiguity requirements provided by C.R.S. However, the City Charter requires the Planning and Zoning Commission to review all “general city plan[s]” before they are considered by City Council.

Through the submitted impact report required for this proposed annexation, the city has identified how the incorporation of these 168 acres into city limits will affect municipal services, financing, taxing districts, and schools. Should the Planning and Zoning Commission make the necessary findings of fact to approve this annexation, staff finds such recommendation appropriate.

ZONING, LAND USE, AND NEIGHBORHOOD COMPATIBILITY

- **Existing Zoning and Land Use:** The proposed annexation area is vacant land comprised of subdivided lots and parcels, except for Lot 12, Pueblo Memorial Industrial Airport Park Subdivision (12.56 acres) which contains a 70,000 square foot industrial shell building owned by the City of Pueblo. The area is currently Pueblo County S-1, I-2, and B-4.

SURROUNDING ZONE DISTRICTS AND LAND USES

	Zone District:	Developed with:
North	City Government Use (S-1) Zone District and Pueblo County S-1, I-2, and B-4 Zone Districts	Vacant Land
East	Pueblo County I-2 Zone District	Manufacturing and distribution businesses including FUJIFULM Electronic Materials, Swire Coca-Cola, and Trane Technologies
South	City Government Use (S-1) Zone District	Railroad tracks and E State Hwy 98
West	City Agricultural (A-1) Zone District and Pueblo County I-2 Zone District	Vacant Land

Current Land Use According to Comprehensive Plan:

The Pueblo Regional Comprehensive Plan, 2022, designates the proposed annexation area as Employment Center – Light Industry Mixed. The Employment future land use is characterized by industrial parks, business parks and planned, campus-like settings. Primary land uses include offices, light manufacturing, research and development, wholesaling, flex space, and service centers. Supporting land uses include retail, restaurants, hotels, and other support services.

Similarly, the Light Industry future land use is characterized by more intense industrial uses such as manufacturing, processing, maintenance and repair shops, warehousing, and distribution. Supporting land uses include limited retail, restaurants, and other support services.

Pueblo Regional Comprehensive Plan Goals and State of the County Report:

1. The property proposed to be annexed should promote the development goals provided in the Regional Comprehensive Plan.

- **Affirmative. Future land uses will need to comply with the future land use designations within the Pueblo Regional Comprehensive Plan, adopted in 2022.**

2. Must provide and/or fund all needed extension and expansion of water and sewer mains needed to serve the project.

- **Affirmative. The City of Pueblo is currently providing wastewater and stormwater within the proposed annexation area. Additionally, domestic water service is already provided by Pueblo Water.**

3. The dedication of land and/or construction of facilities needed to expand fire and police services to the development that meet level of service standards for the rest of the city.

- **Affirmative. The City of Pueblo is currently providing fire services within the proposed annexation area. Municipal police services which are already provided at the adjacent Pueblo Memorial Airport will be extended to include the annexation area. Fire and police services will be funding through the City's General Fund.**

Neighborhood Compatibility

- The proposed annexation area is surrounding by mostly undeveloped land except for manufacturing and distribution business to the west.

REFERRAL AGENCIES AND COMMENTS:

- City Public Works: No comments
- City Transportation: No comments
- City Law Department: No comments
- Pueblo Regional Building Department: No comments
- City Fire Department: No comments
- Pueblo Board of Water Works: No comments
- City Wastewater: No comments
- City Stormwater: No comments
- City Parks and Recreation Department: No comments
- City GIS: No comments
- Xcel Energy: No comments
- Black Hills Energy: No Comments
- CDOT: No Comments

SPECIAL INFORMATION

STATUTORY REQUIREMENTS WHICH EXIST FOR ANNEXING PURPOSES (Colorado Revised Statutes)

1. **Section 31-12-104** –That not less than one-sixth (1/6) of the perimeter of the area proposed to be annexed is contiguous to the existing City limits (contiguity may be established by the annexation of one or more parcels in a series, which may be completed simultaneously and considered together for the purposes of the public hearing). The municipality boundaries shall not be extended more than three miles in any direction from any point of such municipal boundary in any one year.

    - Affirmative. The proposed annexation meets the one-sixth (1/6) contiguity requirement as 6,063 of the 13,693 linear feet of the permitter of the annexation area is contiguous with existing City limits.

2. **Section 31-12-105[1]-[e]** – The municipality shall have a three-mile annexation plan which is updated on an annual basis. The municipality boundaries shall not be extended more than three miles in any direction from any point of such municipal boundary in any one year.

   - Affirmative. The Planning and Zoning Commission recommended approval of the updated "City of Pueblo 3-Mile Annexation Master Plan for the Year 2025" on December 11, 2024. The entirety of the proposed annexation area is within three miles of existing City limits.

3. **Section 31-12-108.5-** An Annexation Impact Report is required for all annexations over ten acres.

   - Affirmative. An Annexation Impact Report for the Pueblo Memorial Airport West Annexation has been prepared by staff and addresses future land uses, water and sanitary sewer extension, roadway extensions, emergency service extensions, and impacts to School District 70.

CITY OF PUEBLO ANNEXATION REQUIREMENTS:

a) The proposed annexation must be a logical extension of the City's boundary and municipal services.

   Affirmative. The proposed annexation is a logical extension of the City's boundary as the proposed annexed area is made of city-owned land and meets contiguity requirements.

b) The property shall be zoned and subdivided in conformity with the Code of Ordinances for the City of Pueblo.

   Affirmative. The City will zone the property with an appropriate zone district in the required window of time after annexation.

c) The petitioner shall dedicate land and rights of way for public uses and facilities required by the City.

   Not applicable.

d) The petitioner shall comply with all applicable requirements of the City of Pueblo's Public Works Department and other City utility companies for the installation of mains, lines, stations, or other utility facilities.

   Affirmative. The city will comply with all applicable requirements when developing the property.

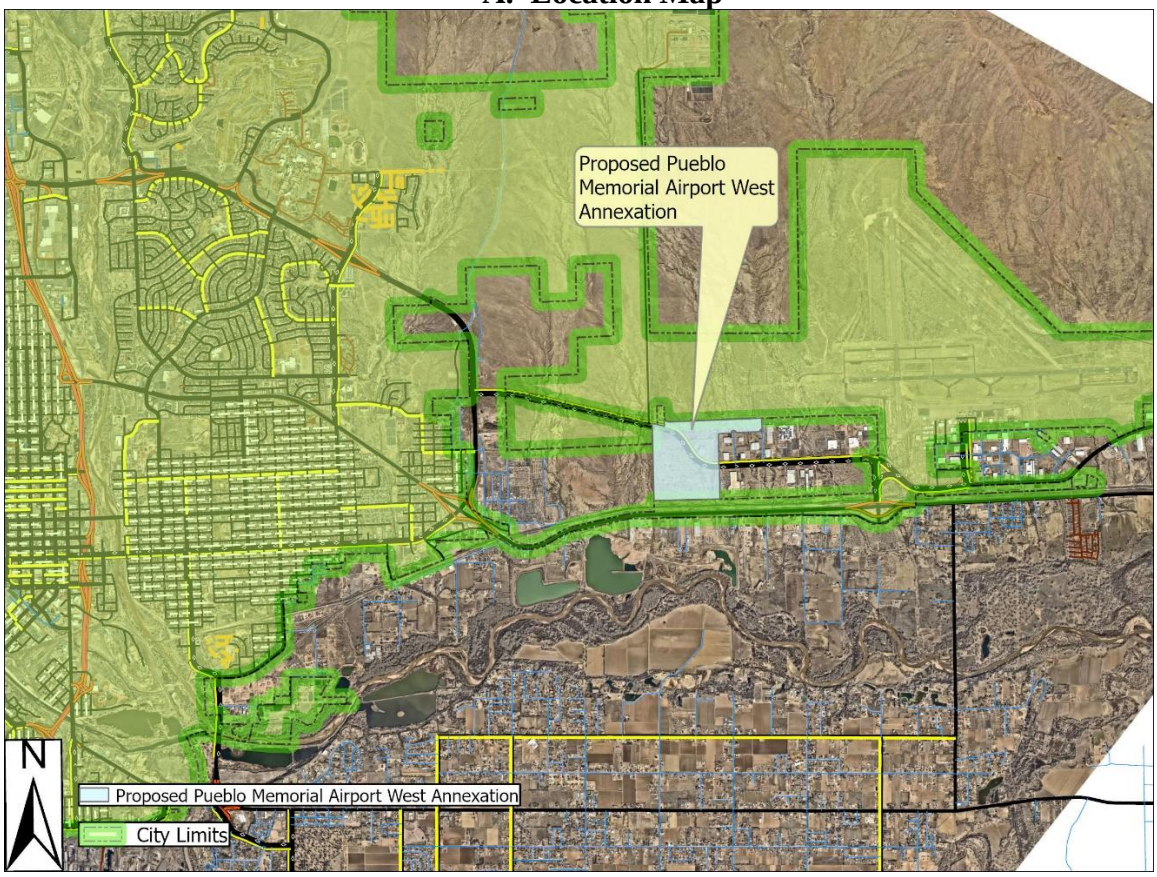
RECOMMENDED MOTION:

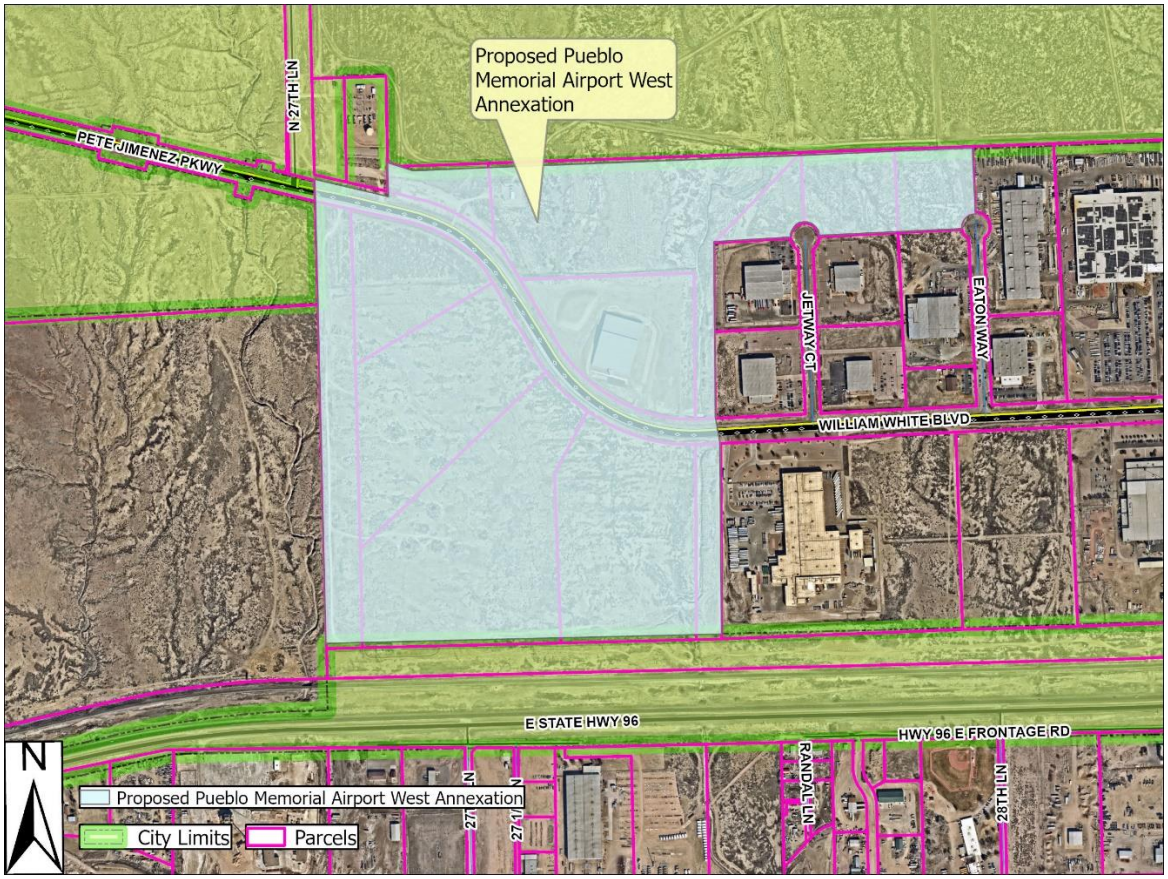
If the Planning and Zoning Commission makes the necessary findings, staff finds a recommendation of APPROVAL of the annexation to City Council is appropriate.

ATTACHMENTS

A. Location Map
B. Zoning Map
C. Comprehensive Future Land Use Map
D. Supporting Documents: Annexation Plat and Impact Report

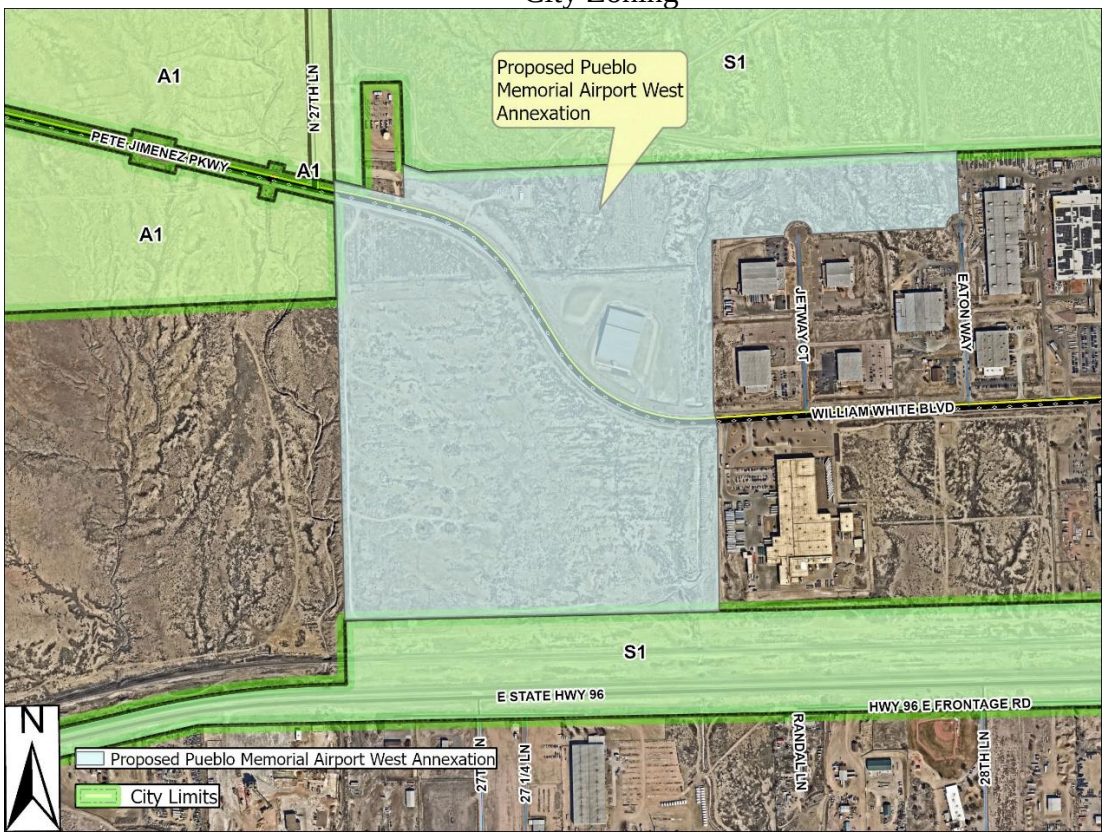
A. Location Map



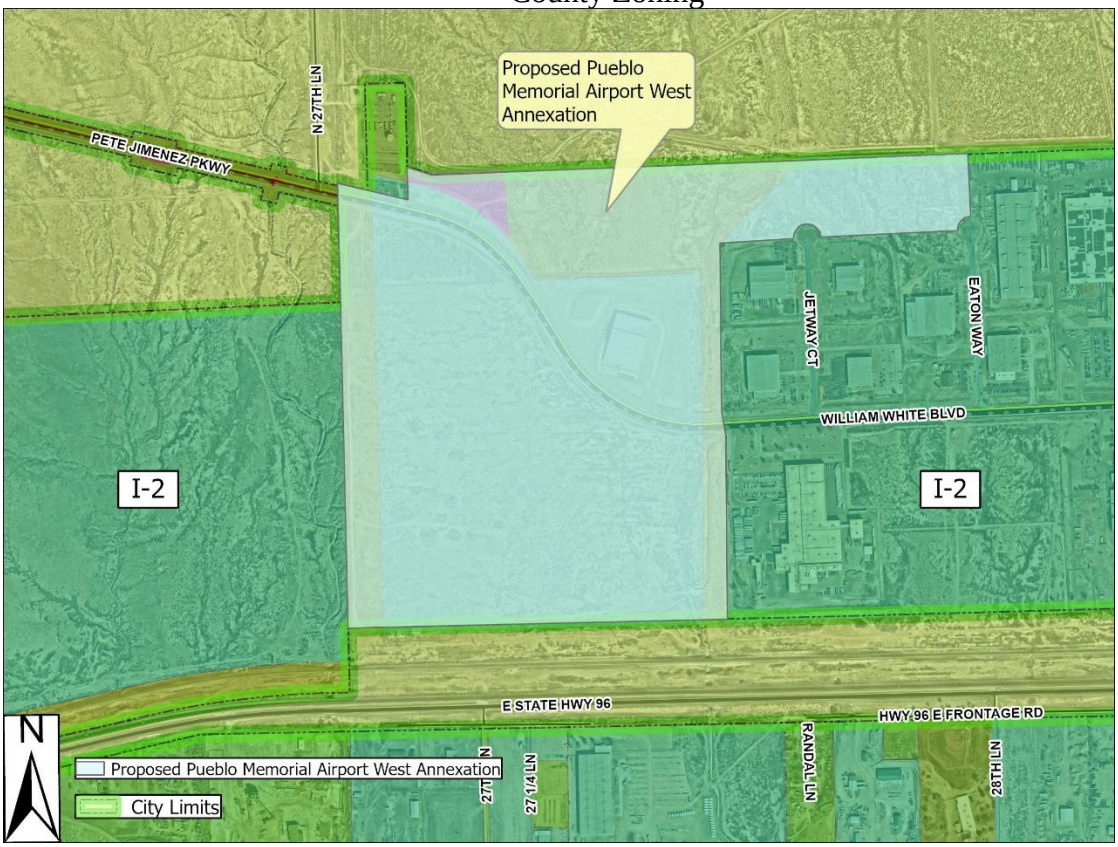


B. Zoning Map

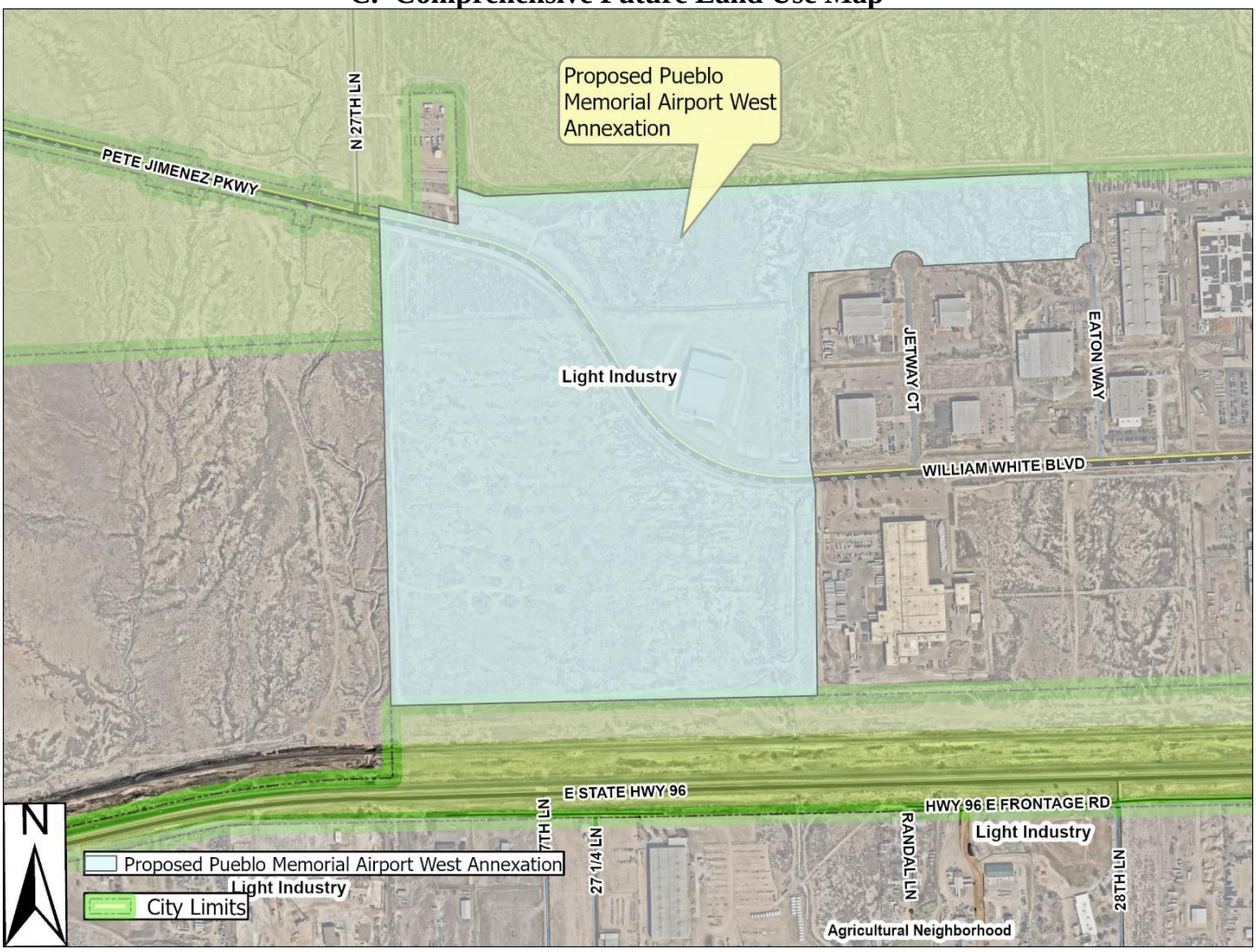
City Zoning



County Zoning



C. Comprehensive Future Land Use Map



D. Supporting Documents: Annexation Plat and Impact Report

Please see the Annexation Plat and Impact Report on the following pages.

PUEBLO MEMORIAL AIRPORT ~ WEST ANNEXATION

Annexation to the City of Pueblo
In a Portion of Section 26, Township 20 South, Range 64 West of the 6th P.M., County of Pueblo, State of Colorado

AREA TO BE ANNEXED INTO THE CITY OF PUEBLO

An area of land located in a portion of Section 26, Township 20 South, Range 64 West of the 6th P.M., Pueblo County, Colorado, to wit:

Lots 3, 4, 5, 12, and 18, and Parcel "D", Pueblo Memorial Airport Industrial Park Subdivision (PMAIPS), according to the recorded plat thereof recorded in Book 2836, at Page 665 of the Pueblo County Records.

AND

Lots 3 and 4, Pueblo Memorial Airport Industrial Park Subdivision 3rd Filing (PMAIPS #3), according to the recorded plat thereof recorded under Reception No. 1272403 of the Pueblo County Records.

AND

Lots 2 and 3, and Parcels B and C, Pueblo Memorial Airport Industrial Park Subdivision Filing No. 4 (PMAIPS #4), according to the recorded plat thereof recorded under Reception No. 1731695 of the Pueblo County Records.

TOGETHER WITH

All that portion of William M. White Boulevard lying east of the west line of afroesaid Section 26 and west of a line drawn between the northeast corner of Parcel D, Pueblo Memorial Airport Industrial Park Subdivision and the southeast corner of Parcel C, Pueblo Memorial Airport Industrial Park Subdivision, Filing No. 4.

The above described parcel of land contains 168.2 acres more or less.

PROPOSED NEW CITY LIMIT LINES:

A series of lines located in a portion of Section 26, Township 20 South, Range 64 West of the 6th P.M., County of Pueblo, State of Colorado, and being more particularly described as follows:

City Limits Line A: BEGINNING at the Northwest corner of Lot 2, PMAIPS #4, S00°41'33"E along the westerly line of said Lot 2, a distance of 204.26 feet to a point on the northerly right of way line of William M. White Blvd. as shown on the recorded plat of PMAIPS #4; THENCE N75°58'31"W along said north right of way line, a distance of 258.48 feet to the Southwest corner of Lot 1, PMAIPS #4 and the POINT OF TERMINUS.

City Limits Line B: BEGINNING at the Southwest corner of Parcel A, PMAIPS #4, S00°41'33"E along the westerly line of PMAIPS #4 and across the right of way of William M. White Blvd., a distance of 155.09 feet to a point on the southerly right of way line of William M. White Blvd. and the POINT OF TERMINUS.

City Limits Line C: BEGINNING at the West Quarter Corner of Section 26, T20S, R64W, S00°40'22"E along the westerly line of the Southwest Quarter, being also the westerly line of Parcel "B", PMAIPS #4, a distance of 2023.99 feet to the southwest corner of said Parcel "B" and the POINT OF TERMINUS.

City Limits Line D: BEGINNING at the Southeast corner of Parcel "D", PMAIPS, N00°12'56"E along the easterly line of said Parcel "D", a distance of 1141.55 feet to a point on the southerly right of way line of William M. White Blvd. as shown on the recorded plat of PMAIPS, THENCE N09°18'01"W across said William M. White Blvd. a distance of 151.23 feet to the Southwest corner of PMAIPS #3; THENCE N00°12'56"E along the westerly line of said PMAIPS #3, a distance of 1041.87 feet to the Southwest corner of Lot 3, PMAIPS #3; THENCE N87°12'44"E, a distance of 458.66 feet to a point on Jetway Court, from which point, the center of an 85 foot radius cul-de-sac bears N87°12'29"E; THENCE along the arc of said cul-de-sac concave to the south and adjoining Lots 3 and 4, PMAIPS #3, a distance of 267.78, said arc having a central angle of 180°30'03"; THENCE N87°42'22"E along the south line of Lot 4, a distance of 470.40 feet to the Southeast corner of said Lot 4, also being the Southwest corner of Lot 18, PMAIPS; THENCE N88°25'39"E along the south line of said Lot 18, a distance of 379.04 feet to a point on the arc of an 85 foot radius cul-de-sac of Eaton Way; THENCE along the arc of a curve concave to the southeast, a distance of 132.93 feet, said arc having a central angle of 89°36'24"; THENCE N01°57'57"W along the easterly line of said Lot 18, a distance of 391.51 feet to the Northeast corner thereof, said corner being on the north line of aforesaid PMAIPS and the POINT OF TERMINUS.

SURVEYOR'S CERTIFICATE

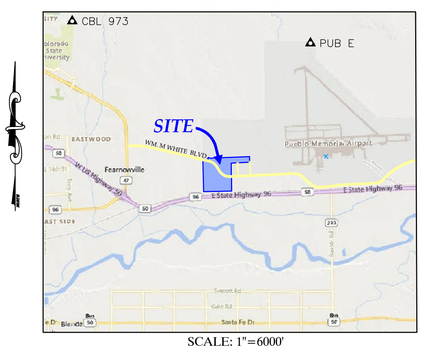
I, Julie N. Troutt, a professional land surveyor registered in the State of Colorado, hereby certify that this plat and the related descriptions were prepared under my responsible charge in May, 2025.

Julie N. Troutt
Professional Land Surveyor #38529

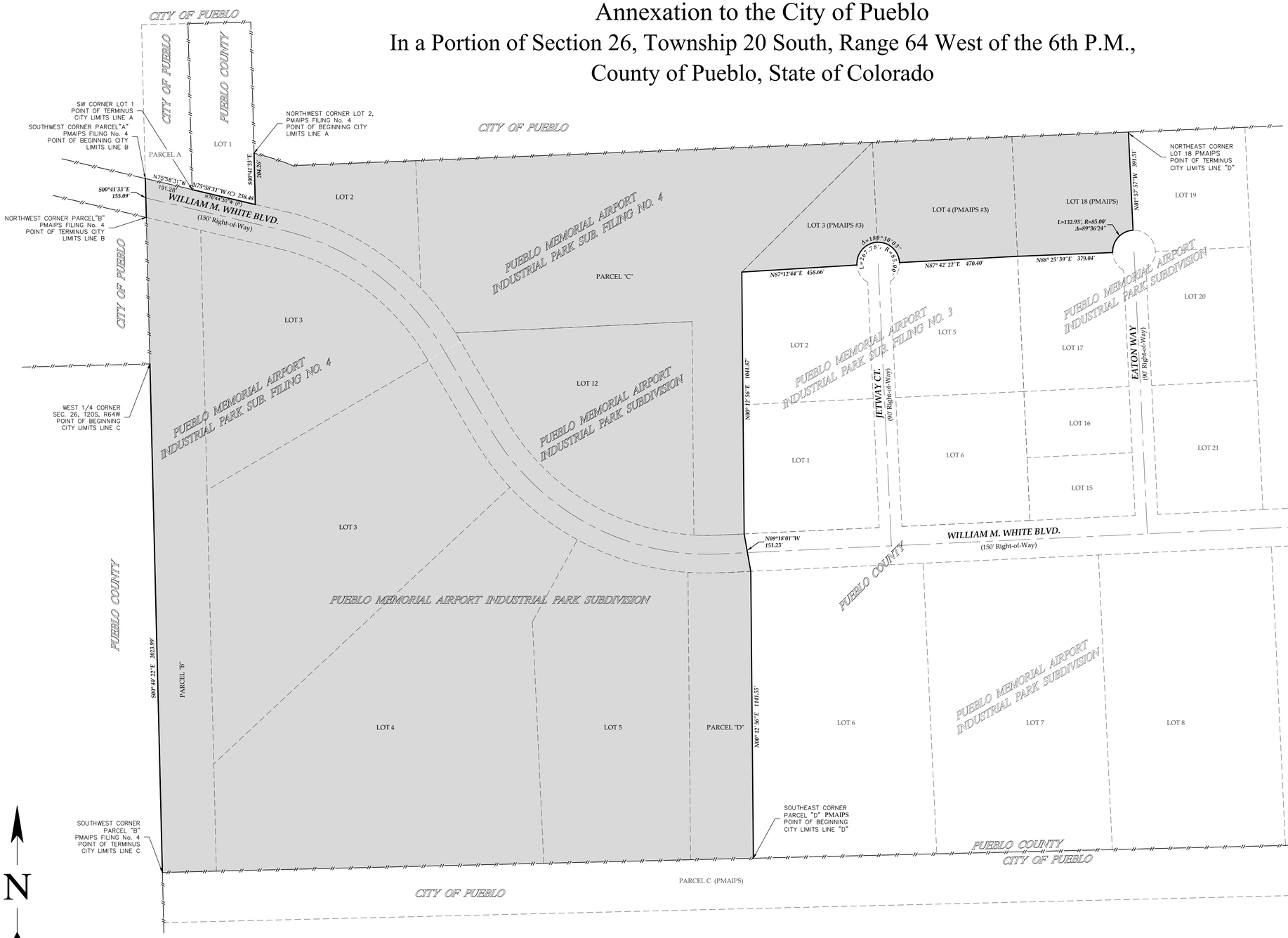
Perimeter of property to be annexed into City of Pueblo: 13,693 lf
1/6 perimeter: 2,282 lf
6063 lf contiguous to Existing City Limits
Perimeter Contiguous to City Limits = 44%

Area to be Annexed into City: 168.2 Ac±

VICINITY MAP



SCALE: 1"=6000'



N

SCALE: 1"=200'

0' 100' 200' 400'

Existing City Limits Line

New City Limits Line

Area to be Annexed into City

(C) Calculated Bearing
(P) Plat Bearing

Basis of Bearings: Bearings shown hereon are the same as shown on the recorded plat of Pueblo Memorial Airport Industrial Park Subdivision as recorded in Book 2836 at Page 665 of the Pueblo County Records.

Notice:
According to Colorado Law, you must commence any legal action based upon any defect in this survey within three (3) years after you first discover such defect. In no event, may any action based upon any defect in this survey be commenced more than ten (10) years from the date of certification shown hereon.

Colorado Land Surveyors, Inc.
184 S. Tiffany Dr., Ste. 106
Pueblo West, CO 81007
719-542-9169

D:\Civil 3D Projects\Surveys\2025\S25-21 PUB AIRPORT ANNEX\S25-21 PUB ANNEX.dwg

ANNEXATION TO THE CITY OF PUEBLO

IMPACT REPORT

FOR

PUEBLO MEMORIAL AIRPORT WEST ANNEXATION

As part of the Annexation application process, the following impact report concerning the **Pueblo Memorial Airport West Annexation** has been prepared. The following items are the requirements as set forth for an Annexation Impact Report pursuant to the Colorado Revised Statutes Section 31-12-108.5:

(a) A map or maps of the municipality and adjacent territory to show the following information:

(I) The present and proposed boundaries of the municipality in the vicinity of the proposed annexation;

Refer to the PUEBLO MEMORIAL AIRPORT WEST ANNEXATION Plat included as Exhibit 1.

(II) The present streets, major trunk water mains, sewer interceptors and outfalls, other utility lines and ditches, and the proposed extension of such streets and utility lines in the vicinity of the proposed annexation;

William White Blvd, municipal water, sanitary sewer, and other utilities are currently located in the William White Blvd right-of way, running from the northeast corner of the annexation area to the western boundary.

(III) The existing and proposed land use pattern in the areas to be annexed;

The proposed future land use as identified in the 2022 Pueblo Regional Comprehensive Plan is "Light Industrial." The primary land uses within this designation are research and development, manufacturing, processing, maintenance, repair shops, warehousing, and distribution facilities. Supporting land uses include limited retail services, restaurants, and other support services. The Pueblo Airport Industrial Park is one of the areas specifically identified in the description for a "Light Industrial" area. Characteristics of a "Light Industrial" area are provisions for more intensive industrial uses that require larger sites and have a greater impact on surrounding areas. The property is current land vacant land that is comprised of subdivided lots and parcels, except for Lot 12, Pueblo Memorial Industrial Airport Park (12.56 acres) which contains a 70,000 square foot industrial shell building owned by the City of Pueblo.

(b) A copy of any draft or final pre-annexation agreement, if available;

Not Applicable.

(c) A statement setting forth the plans of the municipality for extending to, or otherwise providing for, within the area to be annexed, municipal services performed by or on behalf of the municipality at the time of annexation;

The City of Pueblo is currently providing wastewater, stormwater, and fire services within the proposed annexation area. Municipal police services which are already provided at the adjacent Pueblo Memorial Airport will be extended to include the annexation area. Additionally, domestic water service is already provided by Pueblo Water. Pueblo Water is the municipal water provider authorizes under the City Charter for the City of Pueblo and currently already provides water service to this area under its policies and regulations.

(d) A statement setting forth the method under which the municipality plans to finance the extension of the municipal services into the area to be annexed;

Fire and Police services will be funded through the City's General Fund.

(e) A statement identifying existing districts within the area to be annexed;

The annexation area is within the boundaries of the Southeastern Colorado Water Conservancy District, Lower Arkansas Valley Water Conservancy District, Pueblo City-County Library District, and Pueblo School District 70.

(f) A statement on the effect of annexation upon local public school district systems, including the estimated number of students generated and the capital construction required to educate such students.

The Pueblo Memorial Airport West Annexation is located within the boundaries of Pueblo School District 70. The proposed annexation area is not projected to generate any residential development. Employment opportunities that are expected to be generated within the proposed annexation area could attract families that may increase the number students. Although any additional growth in students will likely be dispersed within the school districts within the Pueblo region and not create a direct impact for additional public-school facilities.

PUEBLO MEMORIAL AIRPORT ~ WEST ANNEXATION

Annexation to the City of Pueblo
In a Portion of Section 26, Township 20 South, Range 64 West of the 6th P.M., County of Pueblo, State of Colorado

AREA TO BE ANNEXED INTO THE CITY OF PUEBLO

An area of land located in a portion of Section 26, Township 20 South, Range 64 West of the 6th P.M., Pueblo County, Colorado, to wit:

Lots 3, 4, 5, 12, and 18, and Parcel "D", Pueblo Memorial Airport Industrial Park Subdivision (PMAIPS), according to the recorded plat thereof recorded in Book 2836, at Page 665 of the Pueblo County Records.

AND

Lots 3 and 4, Pueblo Memorial Airport Industrial Park Subdivision 3rd Filing (PMAIPS #3), according to the recorded plat thereof recorded under Reception No. 1272403 of the Pueblo County Records.

AND

Lots 2 and 3, and Parcels B and C, Pueblo Memorial Airport Industrial Park Subdivision Filing No. 4 (PMAIPS #4), according to the recorded plat thereof recorded under Reception No. 1731695 of the Pueblo County Records.

TOGETHER WITH

All that portion of William M. White Boulevard lying east of the west line of afroesaid Section 26 and west of a line drawn between the northeast corner of Parcel D, Pueblo Memorial Airport Industrial Park Subdivision and the southeast corner of Parcel C, Pueblo Memorial Airport Industrial Park Subdivision, Filing No. 4.

The above described parcel of land contains 168.2 acres more or less.

PROPOSED NEW CITY LIMIT LINES:

A series of lines located in a portion of Section 26, Township 20 South, Range 64 West of the 6th P.M., County of Pueblo, State of Colorado, and being more particularly described as follows:

City Limits Line A: BEGINNING at the Northwest corner of Lot 2, PMAIPS #4, S00°41'33"E along the westerly line of said Lot 2, a distance of 204.26 feet to a point on the northerly right of way line of William M. White Blvd. as shown on the recorded plat of PMAIPS #4; THENCE N75°58'31"W along said north right of way line, a distance of 258.48 feet to the Southwest corner of Lot 1, PMAIPS #4 and the POINT OF TERMINUS.

City Limits Line B: BEGINNING at the Southwest corner of Parcel A, PMAIPS #4, S00°41'33"E along the westerly line of PMAIPS #4 and across the right of way of William M. White Blvd., a distance of 155.09 feet to a point on the southerly right of way line of William M. White Blvd. and the POINT OF TERMINUS.

City Limits Line C: BEGINNING at the West Quarter Corner of Section 26, T20S, R64W, S00°40'22"E along the westerly line of the Southwest Quarter, being also the westerly line of Parcel "B", PMAIPS #4, a distance of 2023.99 feet to the southwest corner of said Parcel "B" and the POINT OF TERMINUS.

City Limits Line D: BEGINNING at the Southeast corner of Parcel "D", PMAIPS, N00°12'56"E along the easterly line of said Parcel "D", a distance of 1141.55 feet to a point on the southerly right of way line of William M. White Blvd. as shown on the recorded plat of PMAIPS, THENCE N09°18'01"W across said William M. White Blvd. a distance of 151.23 feet to the Southwest corner of PMAIPS #3; THENCE N00°12'56"E along the westerly line of said PMAIPS #3, a distance of 1041.87 feet to the Southwest corner of Lot 3, PMAIPS #3; THENCE N87°12'44"E, a distance of 458.66 feet to a point on Jetway Court, from which point, the center of an 85 foot radius cul-de-sac bears N87°12'29"E; THENCE along the arc of said cul-de-sac concave to the south and adjoining Lots 3 and 4, PMAIPS #3, a distance of 267.78, said arc having a central angle of 180°30'03"; THENCE N87°42'22"E along the south line of Lot 4, a distance of 470.40 feet to the Southeast corner of said Lot 4, also being the Southwest corner of Lot 18, PMAIPS; THENCE N88°25'39"E along the south line of said Lot 18, a distance of 379.04 feet to a point on the arc of an 85 foot radius cul-de-sac of Eaton Way; THENCE along the arc of a curve concave to the southeast, a distance of 132.93 feet, said arc having a central angle of 89°36'24"; THENCE N01°57'57"W along the easterly line of said Lot 18, a distance of 391.51 feet to the Northeast corner thereof, said corner being on the north line of aforesaid PMAIPS and the POINT OF TERMINUS.

SURVEYOR'S CERTIFICATE

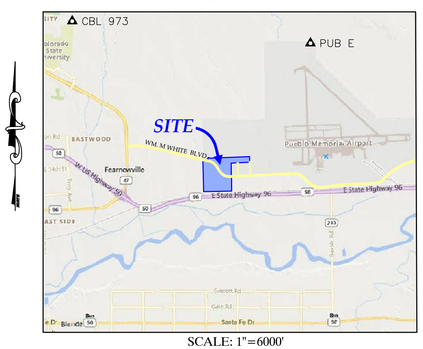
I, Julie N. Troutt, a professional land surveyor registered in the State of Colorado, hereby certify that this plat and the related descriptions were prepared under my responsible charge in May, 2025.

_____
Julie N. Troutt
Professional Land Surveyor #38529

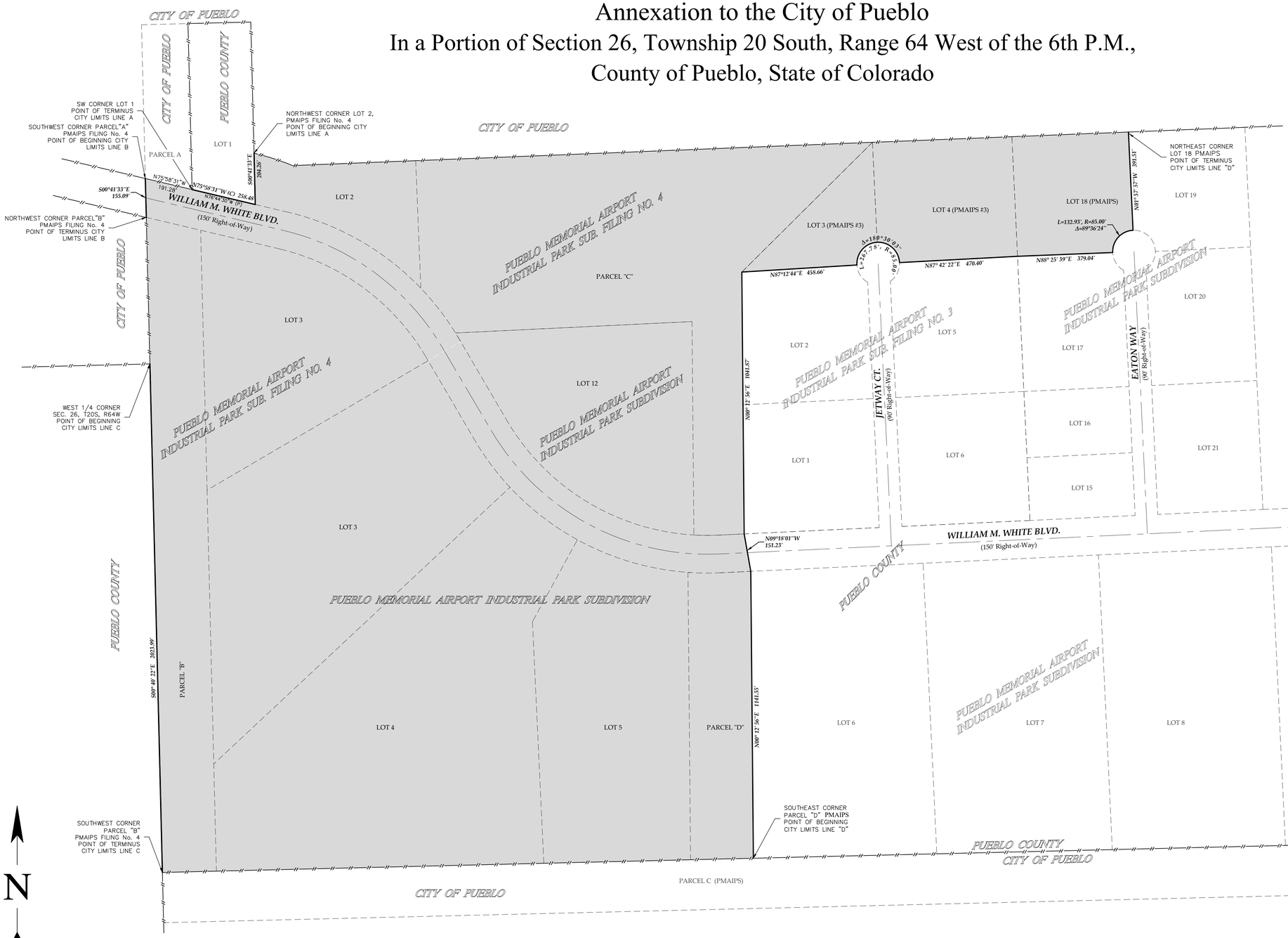
Perimeter of property to be annexed into City of Pueblo: 13,693 lf
1/6 perimeter: 2,282 lf
6063 lf contiguous to Existing City Limits
Perimeter Contiguous to City Limits = 44%

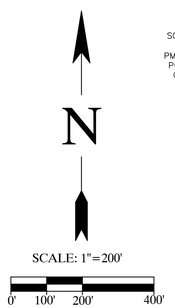
Area to be Annexed into City: 168.2 Ac±

VICINITY MAP



SCALE: 1"=6000'





Existing City Limits Line

New City Limits Line

Area to be Annexed into City

(C) Calculated Bearing
(P) Plat Bearing

Basis of Bearings: Bearings shown hereon are the same as shown on the recorded plat of Pueblo Memorial Airport Industrial Park Subdivision as recorded in Book 2836 at Page 665 of the Pueblo County Records.

Notice:
According to Colorado Law, you must commence any legal action based upon any defect in this survey within three (3) years after you first discover such defect. In no event, may any action based upon any defect in this survey be commenced more than ten (10) years from the date of certification shown hereon.

Colorado Land Surveyors, Inc.
184 S. Tiffany Dr., Ste. 106
Pueblo West, CO 81007
719-542-9169

D:\Civil 3D Projects\Surveys\2025\S25-21 PUB AIRPORT ANEX\S25-21 PUB ANNEX.dwg

Docusign Envelope ID: B9446C4A-7A0E-416A-8099-987C0F7B2A33

CITY CLERK'S OFFICE ITEM # R6

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: SARAH MARTINEZ, COUNCILOR

SUBJECT: 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

SUMMARY:

THIS ORDINANCE BUDGETS AND APPROPRIATES FUNDS IN THE AMOUNT OF $50,000 FROM THE ARPA INTEREST FUND TO PROJECT CI2523 – PUEBLO COOPERATIVE CARE SUPPORT FOR A ONE-TIME PAYMENT TO PUEBLO COOPERATIVE CARE CENTER TO HELP PROVIDE FOOD ASSISTANCE TO THOSE AFFECTED BY THE FEDERAL GOVERNMENT SHUTDOWN AND DISCONTINUATION OF SNAP BENEFITS.

PREVIOUS COUNCIL ACTION:

NONE.

BACKGROUND:

THE FEDERAL GOVERNMENT SHUTDOWN ON OCTOBER 1, 2025, RESULTED IN FURLOUGHS OF NON-ESSENTIAL WORKERS AND THE DISCONTINUATION OF CERTAIN FEDERALLY FUNDED PROGRAMS. ON NOVEMBER 1, 2025, APPROXIMATELY 600,000 COLORADANS WHO ACCESS THE FEDERALLY FUNDED SUPPLEMENTAL NUTRITION ASSISTANCE PROGRAM (SNAP) INITIATIVE FOR FOOD COULD LOSE THE ABILITY TO FEED THEMSELVES AND THEIR FAMILIES. THE STATE OF COLORADO IS UNABLE TO FUND THIS FEDERAL INITIATIVE TO THE TUNE OF $120 MILLION PER MONTH. IN COLORADO, 334,590 HOUSEHOLDS OR 614,911 INDIVIDUALS RELY ON SNAP, 50% ARE CHILDREN, 10% ELDERLY, AND 15% WITH DISABILITIES. THERE ARE 49,000 SNAP RECIPIENTS IN PUEBLO COUNTY.

PUEBLO COOPERATIVE CARE CENTER (“PCCC”) PROVIDES FOOD ASSISTANCE TO LOCAL FAMILIES IN NEED. IN SEPTEMBER 2025, PCCC SERVED 2,089 FAMILIES AND

Docusign Envelope ID: B9446C4A-7A0E-416A-8099-987C0F7B2A33

4,393 INDIVIDUALS. OF THE INDIVIDUALS SERVED, 2,320 WERE ADULTS, 1,255 WERE CHILDREN, AND 818 WERE SENIORS. PCCC HAS SIGNED UP 96 NEW FAMILIES TO THEIR PROGRAM SINCE OCTOBER 1, 2025, AND ANTICIPATE MORE FAMILIES WILL LOOK TO THEM FOR HELP AS HARDSHIPS SUCH AS FURLOUGHS, LAYOFFS, AND DISCONTINUATION OF SNAP BENEFITS CONTINUE.

PUEBLO COOPERATIVE CARE CENTER HAS HAD TO REDUCE THE AMOUNT OF FOOD IT IS DISTRIBUTING TO CLIENTS TO TRY AND SERVE MORE FAMILIES. THE REQUESTED $50,000 WILL ALLOW PCCC TO SERVE THE INCREASED NUMBER OF FAMILIES IN NEED. FOR EVERY $10,000 RECEIVED PCCC CAN SERVE APPROXIMATELY 1,000 HOUSEHOLDS.

ALL PARTICIPANTS OF THE PROGRAM ARE REQUIRED TO PROVIDE PROOF OF RESIDENCY AND AN ID TO RECEIVE FOOD ASSISTANCE. PARTICIPANTS CURRENTLY RECEIVE ONE DISTRIBUTION PER MONTH. FOOD BOXES CONTAIN NON-PERISHABLE AND PERISHABLE ITEMS.

FINANCIAL IMPLICATIONS:

FUNDS IN THE AMOUNT OF $50,000 WILL BE TRANSFERRED FROM CI2113 - ARPA INTEREST FUND BALANCE TO PROJECT CI2523 – PUEBLO COOPERATIVE CARE SUPPORT.

BOARD/COMMISSION RECOMMENDATION:

NOT APPLICABLE.

STAKEHOLDER PROCESS:

NOT APPLICABLE.

ALTERNATIVES:

CITY COUNCIL COULD DENY THE ORDINANCE.

RECOMMENDATION:

NONE.

ATTACHMENTS:

NONE.

Docusign Envelope ID: B9446C4A-7A0E-416A-8099-987C0F7B2A33

ORDINANCE NO. 11078

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

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

SECTION 1.

Funds in the amount of $50,000 are hereby transferred from Project CI2113 into Project CI2523 – Pueblo Cooperative Care Support.

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 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 10, 2025.

Final adoption of Ordinance by City Council on November 24, 2025.

DocuSigned by:
Mark Aliff
B7A4F51823AB462...
President of City Council

Action by the Mayor:

☒ Approved on 11/26/2025 | 8:22 AM MST

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

Docusign Envelope ID: B9446C4A-7A0E-416A-8099-987C0F7B2A33

Signed by:
Heather Graham
3A85950B7BCA462...

Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

_____
President of City Council

ATTEST

DocuSigned by:
7C02EBDFFC3D43C...

_____
City Clerk

Docusign Envelope ID: 15E5E308-0AE0-4D68-B27E-84A7B72CE14F

CITY CLERK'S OFFICE ITEM # R7

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: CHARLES ROY, ACTING DIRECTOR OF PUBLIC WORKS

SUBJECT: 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

SUMMARY:

THIS ORDINANCE TRANSFERS $40,550.00 FROM PD SALARY SAVINGS AND APPROVES CONTRACT AMENDMENT NO. 1 TO THE AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES AWARDED TO BRIDGERS & PAXTON CONSULTING ENGINEERS, INC., IN THE AMOUNT OF $40,550.00 FOR PROJECT NO. 22-013, MEP ENGINEERING CONSULTING SERVICES FOR CITY FACILITIES - DESIGN FOR PMJC CHILLER/BOILER REPLACEMENT.

PREVIOUS COUNCIL ACTION:

RESOLUTION 14923, DATED JUNE 27, 2022, APPROVED AGREEMENTS FOR PROFESSIONAL MECHANICAL, ELECTRICAL, AND PLUMBING (MEP) ENGINEERING SERVICE PROJECTS BETWEEN PUEBLO, AND BCER ENGINEERING, PLANT ENGINEERING CONSULTANTS AND BRIDGERS & PAXTON, FOR PROJECT NO. 22-013 MEP ENGINEERING CONSULTING SERVICES FOR CITY FACILITIES.

ORDINANCE 10810, DATED OCTOBER 15, 2024, ESTABLISHED PROJECT CI2449, PMJC CHILLER/BOILER REPLACEMENT, TRANSFERRED $172,150.00 FROM PUEBLO POLICE DEPARTMENT WAGES/POLICE SERVICE ACCOUNT 101-20-2050-20-51030 TO PROJECT CI2449, BUDGETED AND APPROPRIATED FUNDS IN THE AMOUNT OF $172,150.00, AWARDED AN AGREEMENT FOR MEP ENGINEERING SERVICES TO BRIDGERS & PAXTON CONSULTING ENGINEERS, INC.

BACKGROUND:

Docusign Envelope ID: 15E5E308-0AE0-4D68-B27E-84A7B72CE14F

THE CITY REQUESTED PROPOSALS FROM QUALIFIED ENGINEERING FIRMS TO ASSIST THE CITY OF PUEBLO WITH ON-CALL SERVICES FOR MECHANICAL, ELECTRICAL, AND PLUMBING (MEP) ENGINEERING SERVICES. THREE ON-CALL MASTER CONTRACTS WERE AWARDED TO THE FOLLOWING FIRMS: BCER ENGINEERING, PLANT ENGINEERING CONSULTANTS AND BRIDGERS & PAXTON. THE CURRENT PROJECT, PMJC CHILLER/BOILER REPLACEMENT, IS THE SECOND PROJECT UNDER THESE MASTER AGREEMENTS AND INCLUDES A COMPLETE REDESIGN OF THE SYSTEM WITH ALL NEW EQUIPMENT, UTILIZING EXISTING DUCTWORK AND PLUMBING AS FEASIBLE. DESIGNER SHALL CONSIDER AND APPLY ALL PERTINENT CODES AND ENERGY REGULATIONS IN THE SELECTION OF EQUIPMENT. THE CITY INTENDS TO UTILIZE CAPITAL IMPROVEMENT FUNDS FOR THE PRELIMINARY INVESTIGATION, DESIGN, BIDDING, AND CONSTRUCTION MANAGEMENT SERVICES FOR THE PROJECT.

THE INITIAL PROJECT SCOPE INCLUDED DESIGN OF A SINGLE AIR-COOLED CHIPPER LOCATED IN A NEW CHILLER YARD AT GRADE. THE CITY HAS REQUESTED THE ADDITION OF A SECOND CHILLER TO PROVIDE 100% REDUNDANCY. THIS CHANGE EFFECTIVELY DOUBLES THE REQUIRED CHILLER YARD SIZE AND NECESSITATES MODIFICATIONS ACROSS ALL DESIGN DISCIPLINES TO SUPPORT THE REVISED LAYOUT. IN ADDITION, THE ORIGINAL 14 SPLIT SYSTEMS IN THE BUILDING HAVE BEEN PROBLEMATIC SINCE INSTALLATION. BRIDGERS & PAXTON WILL PROVIDE ENGINEERING AND ARCHITECTURAL SERVICES TO SUPPORT INVESTIGATION AND FULL MEP DESIGN FOR REPLACEMENT OF ALL 14 SYSTEMS.

FINANCIAL IMPLICATIONS:

FUNDS IN THE AMOUNT OF $40,550.00 WILL BE TRANSFERRED FROM PUEBLO POLICE DEPARTMENT WAGES/POLICE SERVICE ACCOUNT 101-20-2050-20-51030 TO PROJECT CI2449 AND WILL BE USED TO PAY THE CONTRACT AMENDMENT TO BRIDGERS & PAXTON.

BOARD/COMMISSION RECOMMENDATION:

NONE.

STAKEHOLDER PROCESS:

NONE.

ALTERNATIVES:

DENIAL OF THIS ORDINANCE WILL RESULT IN THE CANCELLATION OF ADDITIONAL SERVICES. HOWEVER, THE ADDITIONAL SERVICES ARE NECESSARY FOR A REDUNDANCY FOR A SECOND CHILLER AND FOR ENGINEERING AND ARCHITECTURAL SERVICES TO SUPPORT INVESTIGATION AND FULL MEP DESIGN FOR REPLACEMENT OF 14 SPLIT SYSTEMS.

RECOMMENDATION:

APPROVAL OF THE ORDINANCE.

ATTACHMENTS:

1. 22-013 BRIDGERS PAXTON PMJC AMENDMENT NO. 1

Docusign Envelope ID: 15E5E308-0AE0-4D68-B27E-84A7B72CE14F

ORDINANCE NO. 11079

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

WHEREAS, an Agreement for Professional Services was awarded to Bridgers & Paxton Consulting Engineers, Inc., on October 21, 2024, and,

WHEREAS, the City of Pueblo and Bridgers & Paxton Consulting Engineers, Inc. desire to amend the Agreement to modify the original scope of service and to provide for additional services; NOW, THEREFORE,

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

SECTION 1.

Amendment 1 to the Agreement for Professional Engineering Services for Project No. 23-107 Design for Street Expansion of Bandera Parkway, by and between the City of Pueblo, a Colorado Municipal Corporation, and 3 Rocks Engineering, LLC, a Colorado Limited Liability Corporation, a copy of which is attached hereto, having been approved as to form by the City Attorney, is hereby approved, and City Council authorizes the additional work contemplated by the Amendment to be performed in the amount of $22,016.35.

SECTION 2.

Funds in the amount of $22,016.35 shall be paid from Project Account CI2305 – Street Expansion - Bandera Pkwy.

SECTION 3.

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

SECTION 4.

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

SECTION 5.

This Resolution shall become effective immediately upon passage and approval.

Docusign Envelope ID: 15E5E308-0AE0-4D68-B27E-84A7B72CE14F

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on November 10, 2025.

Final adoption of Ordinance by City Council on November 24, 2025.

DocuSigned by:
Mark Aliff
B7A4E51823AB462...
President of City Council

Action by the Mayor:

☒ Approved on 12/3/2025 | 3:24 PM MST.

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

Signed by:
Heather Graham
3A85950B7BCA462...
Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

_____
President of City Council

ATTEST

DocuSigned by:
7C02EBDFFC3D43C...
City Clerk

AMENDMENT NO. 1 TO THE PROFESSIONAL ENGINEERING SERVICES AGREEMENT BY AND BETWEEN CITY OF PUEBLO AND BRIDGERS AND PAXTON CONSULTING ENGINEERS, INC.

1. INTRODUCTION

This Amendment No. 1 to the Professional Engineering Services Agreement ("Amendment") is executed to be effective as of the _____ day of _____, 20____, by and between the City of Pueblo, a Colorado Municipal Corporation (“City”) and Bridgers & Paxton Consulting Engineers, Inc., a registered Colorado corporation (“Consultant”). City and Consultant are sometimes referred to herein as a “Party” and collectively, as the “Parties.”

2. PROJECT STATEMENT

WITNESSETH THAT:

WHEREAS, City and Consultant entered into that certain Professional Engineering Services Agreement dated October 21, 2024 for Project 22-013 MEP Engineering Consulting Services for City Facilities - Design for PMJC Chiller/Boiler Replacement (the “Agreement”);

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

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

3. AGREEMENT

A. The Agreement is amended by expanding the scope of service to include the following additional services:

1. Consultant shall provide additional civil, structural, architectural, and MEP engineering services for the revised plant and yard to accomodate a second chiller for 100% chiller redundancy. The complete scope of service for this additional work shall be referenced as Additional Services Request 001 in Attachment A.

2. Consultant shall also provide additional MEP and structural engineering services for the server room and operations center cooling for PMJC via split systems and a VRF system. The complete scope of service for this additional work shall be referenced as Additional Services Request 002 in Attachment A.

3. Attachment A to this Amendment No. 1 shall be additional work as agreed upon by Consultant and City, and Consultant shall complete the work items as generally described in said Attachment A in accordance with the terms of the Agreement.

B. With respect to services provided under the Amendment No. 1, the fee schedule attached as Attachment B to this Amendment No. 1 shall apply to compensation payable to Consultant. The Additional Services Request 001 Fee Summary and the Additional Services Request 002 Fee Summary shall be the aggregate compensation payable to the Consultant for performance of the additional services authorized by this Amendment No. 1 shall not exceed the grand total maximum amount of $40,550.00 as set forth in the Attachment B and notwithstanding whether the service is billed as Time and Material.

    1. The compensation payable to the Consultant by this Amendment No. 1 shall be billed at the amounts set forth in the Attachment B.

    2. City must respond in writing with written approval prior to Consultant beginning work.

C. Consultant shall commence and complete each major work item according to a work schedule to be defined and agreed to by all parties.

D. This Amendment shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

E. Except as expressly modified by this Amendment No. 1, the Agreement shall remain in full force and effect. Except as modified by this Amendment No. 1, any obligations to be performed under the Agreement by either party are not waived nor excused in any manner but shall be performed in accordance with the terms and conditions of the Agreement as it existed prior to this Amendment No. 1.

F. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same document with the same effect as if all Parties had signed the same original. The Parties further agree that transmission of this Amendment by any electronic format, telecopy or via email in a PDF format, shall be deemed transmission of the original Amendment for all purposes. Electronic signatures shall be deemed valid and binding to the same extent as the original.

(Signature Section on Following Page)

4. SIGNATURE SECTION

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

CITY OF PUEBLO, A MUNICIPAL CORPORATION

By_____
Naomi Hedden, Director of Purchasing

Attest_____
Marisa Stoller, City Clerk

[SEAL]

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

_____
Danny Nunn, Director of Finance

APPROVED AS TO FORM
DEPARTMENT OF LAW

_____
Robert Jagger, Deputy City Attorney

BRIDGERS AND PAXTON CONSULTING ENGINEERS, INC.

By_____
Steve Taylor, PE, Vice President

Attachments: Attachments A - B and Additional Information for Amendment

Attachment A

Scope of Service

Excerpt from Consultant Proposal dated September 17, 2025 for Additional Civil, Structural, Architectural, and MEP Engineering Services for the Revised Plant and Yard, pages 1 - 2

and Excerpt from Consultant Proposal dated September 17, 2025 for Additional MEP and Structural Engineering Services for the Server Room and Operations Center, pages 1 – 2

Additional Services Request 001

Description Of Services:

Following is our understanding of the scope related to our add service fee proposal for the above referenced project:

The project scope included design of a single air-cooled chiller located in a new chiller yard on grade. The Owner has requested the addition of a second chiller to provide 100% redundancy. This change effectively doubles the required chiller yard size and necessitates modifications across all design disciplines to support the revised layout.

Mechanical

- Revise chilled water system design to incorporate a second chiller for full system redundancy.
- Modify hydronic piping schematics, equipment schedules, and flow diagrams to reflect dual-chiller configuration.
- Update load and capacity calculations for the revised plant configuration.
- Coordinate sequencing, controls, and operational considerations for redundant operation.
- Adjust yard layout to accommodate dual chillers and associated piping and clearance requirements.

Electrical

- Modify single line diagrams, feeder sizing, and panelboard schedules.
- Coordinate space for additional electrical infrastructure, including disconnects and branch circuiting.
- Revise electrical site plan to reflect expanded chiller yard layout and routing.

Architectural

- Expand chiller yard footprint to accommodate second chiller.
- Revise architectural site plan and enclosure details, including fencing, screening, and access.
- Coordinate equipment clearances, egress routes, and potential visual impacts per owner/municipal standards.

Civil

- Modify site grading and drainage to reflect expanded yard dimensions.
- Coordinate civil requirements for stormwater management compliance.

Structural

- Design structural slab expansion to support the weight and vibration requirements of the second chiller.
- Provide structural drawings and details for slab, curb, housekeeping pads, and equipment anchorage.
- Coordinate with architectural and civil teams to integrate slab into site layout and drainage.

Additional Services Request 002

Description Of Services:

Following is our understanding of the scope related to our add service fee proposal for the above referenced project:

The facility contains 14 split systems (13 Liebert and 1 Mitsubishi), many of which have been problematic since installation. B&P will provide engineering and architectural services to support investigation and full MEP design for the replacement of all 14 systems.

Mechanical

- Perform a field investigation of all existing Liebert and Mitsubishi split systems to document current conditions.
- Evaluate current airflow conditions in the 911 call center, including:
  - Unit capacity
  - Supply register quantity and distribution
- Revise mechanical drawings to reflect new replacement equipment and refrigerant piping modifications.
- Review existing control configuration and determine compatibility with new equipment.
- Coordinate with owner's control vendor for system modifications or replacements if needed.
- Provide control point diagrams and sequences.

Electrical

- Verify electrical service to all affected units.
- Revise electrical drawings to reflect new unit power requirements and disconnect provisions.
- Update panel schedules and circuiting as needed.

Plumbing

- Identify and document existing humidifier water supply piping (if present on CRAC units).
- Show disconnect and reconnection of humidifier water lines as needed.
- Design condensate drain reconnections for all interior units, including routing and coordination with sanitary infrastructure or dedicated drain paths.
- Provide detail references or callouts for applicable trap, slope, or insulation requirements.

Architectural

- Complete architectural backgrounds for all portions of the building not included in the original design scope.
- Coordinate ceiling plans and access pathways where required to support HVAC equipment updates.

Structural

- Coordinate with revised RTU sizing (reduced) for Operations Center HVAC revisions.
- Design structural modifications as needed to accommodate the new VRF and split condensing unit.
- Provide structural drawings and details for equipment anchorage and load distribution to existing roof framing.
- Coordinate equipment location with architectural and mechanical disciplines.

Attachment B

Fee Schedule

Excerpt from Consultant Proposal dated September 17, 2025 for Additional Civil, Structural, Architectural, and MEP Engineering Services for the Revised Plant and Yard, page 2

and Excerpt from Consultant Proposal dated September 17, 2025 for Additional MEP and Structural Engineering Services for the Server Room and Operations Center, page 2

Additional Services Request 001
Fee Summary:

Mechanical, Electrical, Plumbing	$7,450
Architectural	$4,400
Civil	$5,800
Structural	$3,640
Total Add Service Fee: (Lump Sum)	**$21,290.00**

Additional Services Request 002
Fee Summary:

Mechanical, Electrical, Plumbing	$16,460
Structural	$2,800
Total Add Service Fee: (Lump Sum)	**$19,260.00**

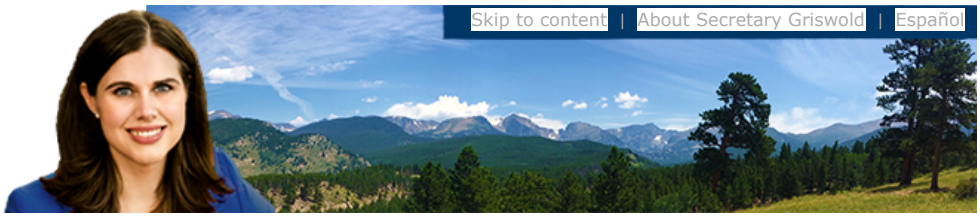
Grand Total Amendment No. 1	**$40,550.00**

Additional Information for Amendment

Certificate of Good Standing

PERA Questionnaire

Insurance Certificate(s)



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	Bridgers & Paxton Consulting Engineers, Inc.		
Status	Good Standing	**Formation date**	09/16/2010
ID number	20101516730	**Form**	Corporation
Periodic report month	September	**Jurisdiction**	Colorado
Principal office street address	1365 Garden of the Gods Rd Ste 130, Colorado Springs, CO 80907, US		
Principal office mailing address	4600 Montgomery Blvd NE Ste C, Albuquerque, NM 87109, US		

Registered Agent	
Name	Bridgers & Paxton Consulting Engineers, Inc.
Street address	3630 Sinton Road, Suite 100, Colorado Springs, CO 80907, United States
Mailing address	3630 Sinton Road, Suite 100, Colorado Springs, CO 80907, United States

Filing history and documents
Get a certificate of good standing
Get certified copies of documents
File a form
Set up secure business filing
Subscribe to email notification
Unsubscribe from email notification
Subscribe to text notification
Unsubscribe from text notification

Back

Terms & conditions | Accessibility statement | Browser compatibility

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,

Bridgers & Paxton Consulting Engineers, Inc.

is a

Corporation

formed or registered on 09/16/2010 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20101516730 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 10/24/2025 that have been posted, and by documents delivered to this office electronically through 10/29/2025 @ 08:05:27 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 10/29/2025 @ 08:05:27 in accordance with applicable law. This certificate is assigned Confirmation Number 17832563 .

Jena Griswold

Secretary of State of the State of Colorado

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

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

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

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

(a) Are you, or do you employ or engage in any capacity, including an independent contractor, a PERA Retiree who will perform any services for the City of Pueblo? Yes___, No✓. (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: Bridgers & Paxton Consulting Engineers Inc.

Authorized Signature: Beckie L Botts Title: Financial Officer

Printed Name: Beckie I. Botts Date: 2/12/24

Add Insurance Prior To Signature

Docusign Envelope ID: 8B4E5E84-C4EC-41E7-B801-9CDE605AF35C

City Clerk's Office Item # R8

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: Greg Pedroza, Director Aviation

SUBJECT: 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

SUMMARY:

This Ordinance will approve an Amendment to Commercial Operator Hangar Lease by and between the City of Pueblo and Southern Colorado Flight Professionals, LLC, for the property commonly known as 522 Skyway Street, Pueblo, Colorado 81001. The hangar door at 522 Skyway is inoperable and needs replacement. This Amendment will allow the temporary relocation of the tenant's aircraft to 530 Skyway Street, which is also owned and operated by the City of Pueblo, while the hangar door project at 522 Skyway Street goes through the RFP, award, fabrication and installation process.

PREVIOUS COUNCIL ACTION:

City Council approved a Commercial Operator Hangar Lease on May 23, 2022, with Southern Colorado Flight Professionals, LLC evidenced by Ordinance 10190 for the property commonly known as 522 Skyway Street, Pueblo, Colorado 81001.

BACKGROUND:

522 Skyway Street has been used by Southern Colorado Aviation Professionals for a flight school, office space, and related uses. The hangar was constructed in 1969. The age of the current door is unknown but likely dates to the original construction of the hangar. Hangar doors generally have a lifespan of 20-25 years. This hangar door is beyond repair and needs to be replaced.

Docusign Envelope ID: 8B4E5E84-C4EC-41E7-B801-9CDE605AF35C

The RFP process will take several weeks, then the hangar door will need to be fabricated, transported, and installed. The Department of Aviation estimates that it will take six to eight weeks at minimum to work through this process.

Southern Colorado Aviation Professionals currently has its planes tied down outside on the General Aviation Ramp. They are exposed to weather and subject to temperature changes without the ability to plug them in to electricity. Furthermore, they are occupying tiedown spaces on the General Aviation Ramp intended for transient pilots.

530 Skyway is owned and operated by the City of Pueblo. This hangar is currently vacated and could accommodate Southern Colorado Aviation Professional's aircraft.

FINANCIAL IMPLICATIONS:

530 Skyway Street would not be leased until the planes could be moved back to 522 Skyway Street. The City will pay the utilities at 530 Skyway Street until a new tenant could be found in order to keep the water lines from freezing.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

If this Ordinance is not approved, the airplanes operated by Southern Colorado Aviation Professionals will remain on the General Aviation Ramp until the hangar door at 522 Skyway is replaced.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. Southern Colorado Flight Professionals 2022 05 23 ORDINANCE 10190
2. Southern Colorado Flight Professionals 2022 05 25 LEASE FULLY SIGNED
3. Southern Colorado Flight Professionals 2025 11 24 AMENDMENT FINAL

Docusign Envelope ID: 8B4E5E84-C4EC-41E7-B801-9CDE605AF35C

ORDINANCE NO. 11080

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

WHEREAS, the Lessor is the owner and operator of the Pueblo Memorial Airport ("Airport"), together with the land on which said Airport is situated; and

WHEREAS, Lessor and Lessee entered into a Commercial Operator Hangar Lease for the property generally known as 522 Skyway Street, Pueblo, Colorado, 81001, dated May 25, 2022 ("Lease"); and

WHEREAS, hangar door replacement and repairs to 522 Skyway Street has necessitated the temporary relocation of the tenant's aircraft to 530 Skyway Street; and

WHEREAS, Lessee desires relocation of his aircraft to an alternative hangar during the duration of the hangar door construction project, and Lessor has no objection to said relocation.

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

SECTION 1.

The 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, a copy of which is attached hereto and made a part hereof by reference, after having been approved as to form by the City Attorney, is hereby approved.

SECTION 2.

The Mayor is hereby authorized to execute the Lease on behalf of the City of Pueblo, and the City Clerk shall affix the Seal of the City thereto and attest same.

SECTION 3.

The officers and staff of the City are authorized to perform any and all acts consistent with the intent of this Ordinance and the attached Lease to effectuate the terms and conditions described therein.

SECTION 4.

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

Docusign Envelope ID: 8B4E5E84-C4EC-41E7-B801-9CDE605AF35C

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on November 10, 2025.

Final adoption of Ordinance by City Council on November 24, 2025.

DocuSigned by:
Mark Aliff
B7A4F51823AB482...
President of City Council

Action by the Mayor:

☐ Approved on 11/26/2025 | 3:02 PM MST.

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

Signed by:
3A85950B7BCA462...
Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

_____
President of City Council

ATTEST

DocuSigned by:
7C02EBDFFC3D43C...
City Clerk

ORDINANCE NO. 10190

AN ORDINANCE APPROVING A HANGAR LEASE AGREEMENT FOR 522 SKYWAY STREET AT PUEBLO MEMORIAL AIRPORT BETWEEN THE CITY OF PUEBLO, A MUNICIPAL CORPORATION, AND SOUTHERN COLORADO FLIGHT PROFESSIONALS, LLC, A COLORADO LIMITED LIABILITY COMPANY, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

WHEREAS, the City of Pueblo is the owner and operator of the Pueblo Memorial Airport together with the land on which said Airport is situated; and

WHEREAS, Southern Colorado Aviation Professionals, LLC, is desirous of leasing 522 Skyway Street, which is owned by the City of Pueblo; NOW, THEREFORE,

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

SECTION 1.

A certain Hangar Lease – 522 Skyway Street ("Lease"), by and between the City of Pueblo, a Municipal Corporation, and Southern Colorado Aviation Professionals, LLC, a Colorado Limited Liability Company, to lease hangar space, office space, and a portion of the landside parking lot at 522 Skyway Street at Pueblo Memorial Airport, a copy of which is attached hereto and made a part hereof by reference, after having been approved as to form by the City Attorney, is hereby approved.

SECTION 2.

The Mayor is hereby authorized to execute the Lease on behalf of the City of Pueblo, and the City Clerk shall affix the Seal of the City thereto and attest same.

SECTION 3.

The officers and staff of the City are authorized to perform any and all acts consistent with the intent of this Ordinance and the attached Lease to implement the terms and conditions described therein.

SECTION 4.

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

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on May 23, 2022.

Final adoption of Ordinance by City Council on June 13, 2022.

President of City Council

Action by the Mayor:

☒ Approved on June 15, 2022.

☐ 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

HANGAR LEASE
522 SKYWAY STREET
COMMERCIAL OPERATOR

THIS LEASE AGREEMENT ("Lease") is made and entered into as of **May 25, 2022** ("Effective Date"), between the City of Pueblo, a Municipal Corporation, "Lessor," and Southern Colorado Flight Professionals, LLC, a Colorado limited liability company, "Lessee."

WHEREAS, the Lessor is the owner and operator of the Pueblo Memorial Airport ("Airport"), together with the land on which said Airport is situated; and

WHEREAS, Lessee is desirous of utilizing hangar space of the Lessor, the property generally known as **522 Skyway Street, Pueblo, Colorado 81001**;

NOW THEREFORE, in consideration of the mutual covenants set forth herein, the parties agree as follows:

1. **Leased Premises:**

A. The Lessor hereby leases unto the Lessee and Lessee hereby leases from Lessor for the term and upon the requirements and conditions hereinafter stated, 1,128 square feet of office space ("Office"), approximately 3,055 square feet of hangar space ("Hangar"), and certain parking spaces with landside access ("Parking") (all three together the "Leased Premises"), all with the street address of 522 Skyway Street, depicted in Exhibit "A" attached hereto and incorporated herein, situated in the County of Pueblo, State of Colorado, subject to existing easements.

B. The Hangar will be used for flight training and the storage of aircraft, for which Lessee will provide tail numbers to Lessor, which shall be continually registered with the Federal Aviation Administration ("FAA") throughout the life of this Lease. Lessee agrees to report any changes in this aircraft tail number within fourteen (14) days in order for Lessor to comply with FAA reporting requirements.

C. Lessee shall have exclusive use of the Leased Premises subject to the terms of this Lease.

D. This Lease and Lessee's use of the Leased Premises are subject to the easements, rights of way, covenants, conditions, restrictions, reservations, and limitations appearing of record, and all applicable zoning and land use laws, ordinances, codes, and regulations, including but not limited to all conditions, regulations, restrictions, and requirements imposed by the FAA, governing and regulating the Leased Premises and its use.

2. **Term:**

A. This Lease is made on a month-to-month basis and commences on May 16, 2022 ("Commencement Date"), and shall automatically renew for successive one-month terms unless earlier terminated by a party as provided herein.

B. All conditions and covenants contained herein shall remain in full force and effect during any and all extension periods.

C. Either party may terminate this Lease at any time and for any reason upon thirty (30) days prior written notice to the other party.

3. **Rental Rate, Other Fees, and Commercial Charge:**

A. In consideration of the rights and privileges contained herein, Lessee agrees to pay a monthly fee, payable in advance without notice or offset by the first day of each month, of **$800.00** for use of the Leased Premises. No utilities shall be provided by Lessor at the Leased Premises. Rent not paid by the tenth (10th) of the month shall accrue a late fee of eight percent (8%) per month.

B. The rent shall be increased biennially based upon the consumer price index for all urban consumers, CPI-U (all items 1982-1984=100) or comparable index if the Department of Labor changes or modifies the CPI-U or no longer publishes the CPI-U. The rent shall be increased by a percentage equal to the percentage increase in the CPI-U during each preceding two-year period over the comparable CPI-U for the first month of each 2-year period. If there is no percentage increase in the CPI-U for any preceding 2-year period, the rent will remain the same as the preceding 2-year period. In no event, shall the percentage increase for the rent be greater than five percent (5%) for any 2-year period.

C. The Lessee hereby agrees to pay when due all rent, fees, and charges imposed by the Lessor for the use and operation of the Airport. The fees and charges include, but are not limited to, fuel flowage fees, landing fees, permit fees, self-fueling fees, security charges, and administrative or service fees.

D. In consideration for this Lease and commercial use of the Airport, Lessee shall pay to Lessor two percent (2%) of Lessee's gross revenues derived from all activities conducted at Pueblo Memorial Airport. Lessee shall file with Pueblo Memorial Airport monthly activity reports on or before the tenth (10th) day of each calendar month throughout the effective term indicating gross revenues and commissions derived from activity on any part of the Airport.

4. **Deposit:**

A. Lessee agrees to pay a security deposit to the airport equal to one month's rent of **$800.00**. The security deposit and first month's rent shall be paid immediately upon execution of this agreement. Deposit shall be refunded following termination of

this agreement, less any rent due or damages to the Leased Premises.

B. In the event that Lessee fails, neglects or refuses to pay any rent, fee, or other sum due, or fails to perform any obligation under this Lease, then Lessor may, in its sole and absolute discretion, draw from the security deposit to remedy Lessee's default. Nothing contained in this Lease shall require Lessor to remedy Lessee's default in this manner, and Lessor may instead, in its sole and absolute discretion, refuse to remedy Lessee's default by drawing on the security deposit, and instead pursue the remedies for default provided in this Lease or by law.

C. In the event that Lessor draws from this security deposit to remedy Lessee's default, Lessor shall notify Lessee in writing and require Lessee to replenish the deposit to its original level. Failure of Lessee to comply with this section shall constitute a material breach of this Lease.

5. Use of Leased Premises:

A. Lessee shall make no alterations or adjustments to the Leased Premises, without the prior written approval of the Director of Aviation.

B. The Hangar shall be utilized for flight training and the storage of the aircraft named in Section 1.B. above, and minor incidental materials and aeronautical purposes only. All aircraft stored in Lessor owned buildings must be reported to Airport administration. Lessee may perform maintenance and repairs in the Hangar but only on Lessee's aircraft, including routine maintenance, preventative maintenance, and regular maintenance required prior to flight. The Leased Premises shall not be used for the storage of non-aeronautical personal property, living accommodations, or in any other way inconsistent with this Lease. Failure to abide by this provision shall constitute a material breach of this Lease.

C. Lessee may wash its aircraft within the Leased Premises but shall at all times protect the Lessor's stormwater system and abide by any requirements Lessor places on Lessee with regards to the cleaning of aircraft, including for the disposal of used water and other products.

D. The Office shall be used for Lessee's business, flight preparation, and other incidental office work. Lessee shall have no right to utilize the Leased Premises, or any improvement thereon, other than as specifically allowed under this Lease, and it is specifically understood that the Leased Premises shall not be used for an aviation fixed base operation or for the sale of aviation fuel. Lessee shall not perform services for incoming flights, including but not limited to mechanical repair or maintenance services. Lessee shall not assist with the enplanement or deplanement of passengers other than for its flight training services.

E. Lessor retains and Lessee grants to the Lessor the right to enter the Leased Premises to do what is necessary for the purposes of repairing, replacing, and/or maintaining any and all utility lines under the Leased Premises which serve other uses at the Pueblo Memorial Airport, it being understood that the Lessor will repair, in a good

and workmanlike fashion, any and all damage done to the Leased Premises as the result of work done hereunder.

G. Lessee shall maintain the Leased Premises in accordance with the requirements and regulations of the Lessor and Lessor's fire code. The Lessee shall be responsible for all costs, fees, charges, and penalties associated with the discharge or release of any hazardous material (including petroleum products) or mitigating the containment or removal of any contamination or hazardous material (including petroleum products) on, over or under the leased premises which is caused by the Lessee, its officers, agents, or employees. The storage and accumulation of aviation fuel, flammables, explosive liquids, or solids, waste, debris, or other hazardous materials within or on the Leased Premises shall be in an environmentally sound manner and comply with all federal, state, and local laws and regulations. Lessee agrees that no flammable liquids or hazardous materials shall be used or stored on the premises, excepting the fuel in the aircraft fuel tanks or in the tank of a stored automobile, properly parked. Lessee agrees to provide drip pans of a non-flammable material under the aircraft to prevent damage to the floor, should said aircraft leak any fluids.

H. Lessee will not modify, alter, paint, or improve the Leased Premises except to the extent required to maintain its original state. Any additional modification, painting, or improvements to the Leased Premises must receive prior written approval from the Director of Aviation and will be at Lessee's sole cost and expense.

I. Lessee shall not park or leave or allow to be parked or left aircraft on the taxiways or on pavement adjacent to the Leased Premises in a manner which interferes with or obstructs access to adjacent hangars or public ramp area. Parking of automobiles will be permitted only designated spaces outside of the airport fence. No person or automobile shall go beyond the immediate vicinity of the Leased Premises without the express written consent of the Director of Aviation. Automobiles must be parked in designated parking spaces or within the Hangar, except that the Hangar cannot be used solely for storage of automobiles.

J. Lessee, its employees, and invitees shall have the right of ingress and egress between designated Airport access points and the Leased Premises over, upon, and through such streets and not others as from time to time shall be designated by the Director of Aviation. Driveways from existing streets into the Leased Premises shall be located as designated by the Lessor through the Director of Aviation.

K. Lessee shall, at its own expense, keep the premises neat, clean, safe, and orderly at all times, free of waste, rubbish and debris, and shall provide a complete and proper arrangement for the sanitary handling and disposal of all trash, garbage and other refuse resulting from Lessee's activities at the Airport. No outside storage of parts, materials, equipment, inventory, or other material shall be permitted.

L. Exterior locks shall be provided by the Lessor and shall be the only locks placed on the hangar. Exterior locks shall be removed and replaced solely by the Lessor. Lessee shall have no right to alter, change, or replace the Lessor's locks.

M. Hangar doors shall remain closed and locked except during periods when the Hangar is attended by Lessee. This is to prevent damage from sudden storms and the creation of foreign object debris.

N. On the Effective Date and annually thereafter, Lessee shall provide Lessor with a list of the Airport areas and any Airport tenants it intends to access when providing services. Lessee shall keep this list current and report any change to the Lessor upon such change being made.

O. If applicable, Lessee must obtain approval from the Director of Aviation at least forty-eight (48) hours prior to any use of Lessor's property and equipment. The Director of Aviation may deny use of any of Lessor's property or equipment in his or her sole discretion. Lessee shall not have exclusive use of any area of the Airport or of any Lessor equipment, unless Lessee contracts with Lessor for such use, and all such uses shall be as determined by the Director of Aviation in his or her sole discretion. All areas of the Airport and all Airport equipment will be inspected by airport staff prior to use by Lessee, and Lessee shall be required to sign-off on Airport staff's inspection prior to said use.

6. **Ramp Use:**

A. Lessee's use of the ramp, taxiways, and runways is non-exclusive and same may be used by the Airport, other tenants, users, and occupants of the Airport ("Airport Users"). Use of the ramp shall be limited to the movement of aircraft, fueling of aircraft, movement and parking of aircraft service vehicles, temporary parking of aircraft, servicing and tie-down of aircraft.

B. Lessee and Airport users shall use the ramp in compliance with Lessor's ground traffic and aircraft parking plans and regulations, which will reasonably accommodate Lessee's current and future use for the purposes set forth in Subsection A above.

C. Lessee acknowledges that portions of the ramp, taxiways, and runways are currently in need of repairs and resurfacing and accepts in whole the ramp, taxiways, and runways in their present condition "AS IS" and "WITH ALL ITS FAULTS," without warranty or representation, express or implied, including, without limitation, any warranties of merchantability or fitness for a particular purpose or condition or usability in their present condition. Lessee agrees that Lessor shall have no obligation to upgrade, repair, resurface, or maintain the taxiways, runways, and ramp. Lessor maintains the right to close any portion of the Airport not limiting Lessee's access to airport runways.

7. **Maintenance Obligations:**

A. Lessee shall, at its own expense, keep the premises neat, clean, safe and orderly at all times, free of waste, rubbish, and debris, and shall provide a complete and proper arrangement for the sanitary handling and disposal of all trash, garbage and other

refuse resulting from Lessee's activities at the Airport. No outside storage of parts, materials, equipment, inventory, or other material shall be permitted.

B. Lessee, at its sole cost and discretion, shall maintain all walkways, sidewalks, and apron access on the Leased Premises, including to the public taxiway or ramp area. This includes pavement maintenance, pest control, and other such activities necessary to access said areas. At no time shall snow, dirt, or other debris be piled or stored on these areas. It is the Lessee's responsibility to keep these areas free and clear of all snow, dirt, and other debris. Lessee understands that snow removal within six (6) feet of the Leased Premises is always the responsibility of Lessee.

8. Utility Costs:

A. Lessee shall be responsible for all utilities supplied to the Leased Premises, including but not limited to natural gas, electricity, and water. Agreements for service with utility providers are the responsibility of Lessee.

B. Additions, deletions, or adjustments to utilities extended to the Leased Premises shall not be made without prior written approval from the Director of Aviation.

9. Signs:

Lessee shall not erect, paint, or maintain any signs whatsoever upon the Leased Premises without first securing the written consent of the Lessor. Any such signs shall comply with all ordinances and regulations of the Lessor and standards which might be developed by the Department of Aviation.

10. Right of Inspection:

The Lessor reserves and retains for its officers, employees, and authorized representatives the right to enter the Leased Premises during reasonable business hours, and after prior notice, for the purpose of inspecting and protecting the Leased Premises and for doing any and all things which the Lessor may deem necessary for the proper general conduct and operation of the Pueblo Memorial Airport and in the exercise of the Lessor's police power.

11. Taxes, Licenses, and Liens:

A. Lessee covenants and agrees to pay promptly when due all taxes, fees, licenses, and other governmental charges of whatever nature assessed against or applicable to the Leased Premises. Possessory interest tax is assessed by the County of Pueblo and is the responsibility of the Lessee. The Lessor is a tax-exempt entity and shall not be liable for any tax of the Lessee. Lessee should be aware that there are multiple taxes and costs associated with owning and operating an aircraft, including the leasing of hangar space. All applicable taxes and costs shall be paid by Lessee, even if Lessee was unaware of such taxes and costs.

B. At all times during the term of this Lease, and of any renewal or extension hereof, Lessee shall, at its own cost and expense, provide and keep in good standing

business licenses with the City of Pueblo and the State of Colorado. Lessee shall obtain and maintain any other licenses or certifications required by law, including those required by the FAA. Upon request, Lessee will provide Lessor with certificates of good standing evidencing that all licenses or certifications are current and not subject to discipline.

C. Lessee also covenants and agrees not to permit any mechanic's or material man's lien to be filed against the Leased Premises or any part or parcel thereof by reason of any work or labor performed or materials furnished by any contractor, subcontractor, mechanic, or material man. Lessee further covenants and agrees to pay promptly when due all bills, debts and obligations incurred by it in connection with its operations on the Leased Premises, and not to permit the same to become delinquent and to suffer no lien, mortgage, judgment, or execution to be filed against the Leased Premises.

D. Lessees performing services using Airport Operations Areas ("AOA") must annually undergo American Association of Airport Executives ("AAAE") Airport News Training Network ("ANTN") Digicast Signatory Training and hold a current signatory certificate that must be filed yearly with Airport Administration. Such Lessees shall keep a record of all documentation related to AOA badging and produce it upon request.

12. Indemnification:

Lessee assumes the risk of loss or damage to the Leased Premises and property thereon and therein, including but not limited to aircraft and personal property, whether from windstorm, fire, earthquake, snow, water run-off, or any other causes whatsoever. Lessee covenants and agrees to indemnify, defend, and save the Lessor, its agents, officer, representatives, and employees, harmless from and against any and all penalties, liability, or loss, including costs and attorney fees and all expenses incurred by Lessor in investigating or resisting the same, resulting from claims or court action, whether civil, criminal, or in equity, and arising directly or indirectly out of: (i) acts of the Lessee, its agents, employees, or representatives; (ii) occurring in on or about the Leased Premises; (iii) arising out of or resulting from the Leased Premises, or any condition thereon, or from Lessee's use and occupancy of the Leased Premises, or any equipment thereon or appurtenances thereto, or any activity conducted therein; or (iv) through any injury or damage that may be caused or occasioned. Lessee shall not hold or attempt to hold Lessor liable for any injury, including loss of life, to any person, or for damage to any property while on the Leased Premises or the Airport, irrespective of how such injury or damage may be caused or occasioned. The provisions of this Paragraph 11 shall survive the termination of this Lease Agreement.

13. Insurance and Damage:

A. Lessee assumes all risk of loss, damage, injury and liability for the same that may occur to Lessee, Lessee's guests, Lessee's aircraft and Lessee's improvements and property in or upon the Leased Premises and Lessor shall not be liable or responsible for any such loss, damage or injury, regardless of the cause thereof,

including, without limitation, the negligence of Lessor, its officers, agents or employees.

B. Lessee, at its sole cost and expense, shall, during the life of this agreement, procure, pay for and keep in full force and affect a comprehensive policy of commercial general liability insurance. The policy shall have limits in an amount of not less than One Million Dollars ($1,000,000.00) per occurrence and Three Million Dollars ($3,000,000.00) in the aggregate. Such coverage shall include, without limitation, legal liability of the insured for property damage, bodily injuries and deaths of persons in connection with the operation, maintenance or use of the Leased Premises (including acts or omissions of the Lessee). At all times during the term of this Lease, and of any renewal or extension hereof, Lessee shall, at its own cost and expense, provide and keep in force commercial automobile liability insurance with a combined single limit for all owned, hired and non-owned autos of not less than one million dollars ($1,000,000). These policies shall name the City of Pueblo as additional insured and loss payee for the policy and waive subrogation. The policies shall contain a provision that the policy cannot be canceled or materially altered either by the insured or the insurance company unless thirty (30) days prior written notice thereof is given to the Lessee and Lessor. Upon issuance or renewal of any such insurance policy, the Lessee shall furnish to the Lessor a certificate of insurance evidencing coverage required under this contract.

C. Lessee shall obtain statutory workers' compensation insurance which shall contain an endorsement waiving subrogation against the City of Pueblo. Such insurance shall cover all employees and agents of Lessee performing work at the Leased Premises or Airport irrespective of whether such employees may be shareholders, managers, partners, or owners of Lessee or exempt employees under the Act. Any independent contractors of Lessee shall be covered under Lessee's workers' compensation insurance and/or participant accident insurance policy, or show evidence that said independent contractor is covered under its own workers' compensation insurance policy. Lessee shall have full and sole responsibility for ensuring compliance with this Section, including without limitation indemnification required under this Lease. All insurance policies required hereunder shall provide that such policies not be cancelled or reduced without thirty (30) days' advance written notice to the Lessor.

D. If the Hangar or other improvements (the "Improvements") are damaged or destroyed by fire or other casualty, Lessee shall within one hundred twenty (120) days from the occurrence of such casualty either (1) repair and restore the damaged or destroyed Improvements, (2) demolish the damaged or destroyed Improvements, restore the Leased Premises to their original condition, and terminate this Lease, in which event the net proceeds of the property damage insurance required to be provided by Lessee pursuant to Section 13.A. shall be retained by Lessee, or (3) demolish the damaged or destroyed Improvements and commence construction of replacement Improvements, and thereafter complete such construction within nine (9) months from the occurrence of such casualty. All repairs to or restoration of Improvements and/or construction of replacement Improvements shall be in compliance with applicable laws and codes, and in accordance with plans and

specifications therefor approved by Lessor, which approval will not be unreasonably withheld. Except in the event of (2) above, the net proceeds of property damage insurance provided by Lessee pursuant to Section 13.B. shall be released by Lessor and paid to Lessee for the purpose of Lessee repairing, restoring, or replacing improvements damaged or destroyed by such insured fire or other casualty.

E. Lessee shall not violate the terms or prohibitions of any insurance policy herein required to be furnished by Lessee. Coverage and limits enumerated in this insurance section represent only the minimum insurance required by the Lessor, and Lessee should rely on its expertise to obtain any additional insurance coverage needed for the Lessor and Lessee in its performance under this Lease. Failure of Lessee to comply with the provisions of this section shall constitute a material breach of this Lease by Lessee.

14. Waivers:

No provision of this Lease may be waived except by an agreement signed by the waiving party. A waiver of any term or provision shall not be construed as a waiver of any other term or provision. Should Lessee holdover the use of or continue to occupy the Leased Premises after the termination or cancellation of this Lease, such holding over shall be deemed merely a tenancy for successive monthly terms upon the same conditions as provided in this Lease subject to termination upon fourteen (14) days prior written notice.

15. Inconvenience During Construction:

Lessee recognizes that from time to time it will be necessary for the Lessor to initiate and carry forward programs of construction, reconstruction, expansion, relocation, maintenance, and repair at and to the Pueblo Memorial Airport in order that the Pueblo Memorial Airport and its facilities may be suitable for the volume and character of air traffic and flight activity which will require accommodation, and that such construction, reconstruction, expansion, relocation, maintenance, and repair may inconvenience or interrupt Lessee's operations at the Pueblo Memorial Airport. Lessee agrees that no liability shall attach to Lessor, its officers, agents, employees, contractors, subcontractors and representatives by reason of such inconvenience or interruption, and for and in further consideration of the premises, Lessee waives any right to claim damages or other consideration therefore, provided, however, that this waiver shall not extend to, or be construed to be a waiver of, any claim for physical damage to property resulting from negligence or willful misconduct of the Lessor, its officers, agents, employees, contractors, subcontractors, and representatives. The Lessee shall be obligated to be pay all rent and fulfill all obligations of this Lease at all times, including, but not limited to, when access to the Airport is temporarily restricted due to routine construction, reconstruction, expansion, or other potential alteration of the airfield.

16. Place and Manner of Payments:

In all cases where Lessee is required by this Lease to pay any rentals, rates, fees or other charges or to make other payments to Lessor, such payments shall be made at the office of

the Director of Aviation at the Pueblo Memorial Airport, or at such other place as Lessor may hereafter designate by notice in writing to Lessee and shall be made in legal tender of the United States and any check shall be received by Lessor subject to collection. Lessee agrees to pay any bank charges made for the collection of any such checks. All payments of rent shall be made on the first of each month.

17. Assignments and Subletting:

Lessee shall not assign this Lease or any interest therein nor sublet the Leased Premises or any portion thereof. Any assignment may be conditioned upon the payment of an assignment fee and/or an increase in rent to be determined by the Lessor in its sole and absolute discretion. Any assignment or subletting without the prior written consent of Lessor shall be void. No subletting of this Lease or the Leased Premises shall release or discharge Lessee from its obligations under this Lease.

18. Agreements with United States:

This Lease is subject and subordinate to the terms, reservations, restrictions, provisions, and conditions of the deed of conveyance from the United States Government to the Lessor and of any other existing or future agreement between the Lessor and the United States, relative to the use, operation, or maintenance of the Pueblo Memorial Airport and its appurtenant facilities, the execution of which has been or may be required as a condition precedent to the participation by any Federal Agency in the extension, expansions, or development of said Airport and its facilities.

19. Lessee's Default:

A. Any one of the following shall constitute an event of default by Lessee hereunder:

(1) Failure of Lessee to pay in full all installments of rent due by the first day of each month or immediately after written notice and demand therefor are given by Lessor to Lessee.

(2) Failure of Lessee to perform or comply with any obligation, covenant, or agreement of Lessee hereunder other than payment of money for a period of fourteen (14) days after written notice specifying such failure is given by Lessor to Lessee, except that if such obligation, covenant, or agreement is not capable of being performed within said fourteen (14) day period, Lessee shall not be in default if Lessee shall commence such performance within said fourteen (14) day period and thereafter prosecute the same with diligence and continuity to completion.

B. In the case of a continuing event of default by Lessee, Lessor shall have the following remedy in addition to all other rights and remedies provided by law or in equity, including without limitation, damages and specific performance:

(1) Terminate this Lease by fourteen (14) days prior written notice given to Lessee specifying the date of termination, and Lessee shall within said

fourteen (14) day period vacate the Leased Premises and surrender possession thereof to Lessor.

E. If the Lessee shall be declared insolvent or bankrupt, or if any assignment of the Lessee's property shall be made for the benefit of creditors or otherwise, or if Lessee's leasehold interest herein shall be levied upon under execution, or seized by virtue of any writ of any Court of Law, or a Trustee in Bankruptcy or a Receiver appointed for the property of the Lessee, whether under the operation of the State or the Federal statutes, then and in any such case, the Lessor may, at his option, immediately with or without notice, notice being expressly waived, terminate this Lease and immediately retake possession of the Leased Premises without the same working any forfeiture of any accrued obligations of the Lessee hereunder.

F. After the expiration of this Lease or any violation of any term or provision as herein provided for, if Lessee shall refuse to surrender and deliver possession of the Leased Premises after notice of termination, then in that event Lessor may, without further notice or demand, enter into and upon said premises, or any part thereof, and take possession thereof and repossess them, and expel, remove and put out of possession the Lessee, using such help, assistance and force in so doing as may be needful and proper, without prejudice to any remedy allowed by law, available in such cases.

G. That in case the Leased Premises are left vacant and any part of the rent herein reserved be due and unpaid, then the Lessor may, without in anyway being obligated to do so, and without terminating this Lease, retake possession of said premises and rent the same for such rent, and upon such conditions as the Lessor may think best, making such changes and repairs as may be required, giving credit for the amount of rent so received less all expenses of such changes and repairs, and said Lessee shall be liable for the balance of the rent herein reserved until the expiration of this Lease.

H. Lessee agrees to pay the Lessor all costs, including reasonable attorney fees, incurred by Lessor in recovering any rent or other money due and unpaid under the terms of this Lease or to recover possession of the Leased Premises after termination of this Lease.

20. <u>Notices</u>:

All notices, required to be given to Lessor hereunder, shall be in writing and be sent by certified mail to Pueblo Memorial Airport, Administration Office, 31201 Bryan Circle, Pueblo, Colorado 81001. All notices required to be given to Lessee hereunder shall be in writing and sent by certified mail, addressed to Southern Colorado Flight Professionals, LLC, Attn: Grant von Ahlefeldt, 125 N. Greenwood Street, Pueblo, Colorado 81003, provided that the parties, or either of them, may designate in writing from time to time subsequent or supplementary persons or address in connection with said notices. The effective date or service of any such notice shall be the date such notice is mailed by Lessee or Lessor.

21. Environmental Provisions:

A. For the purpose of this Lease, "Hazardous Materials" means any hazardous or toxic substance, material or waste which is or becomes regulated by any local government authority, the State of Colorado, or the United States government and shall include, but not be limited to: (i) substances defined as "hazardous waste," "restricted hazardous waste," "hazardous substance" or "hazardous material" under any applicable federal, state, or local law or regulation (Environmental Regulations); (ii) asbestos-containing materials; (iii) PCBs; (iv) petroleum or petroleum based products; and (v) lead.

B. Lessee will comply with Environmental Regulations that are applicable to Lessee and its use of the Leased Premises. No activity shall be undertaken by Lessee, its guests, employees, agents, contractors, or subcontractors, on all or any portion of the Leased Premises which would cause or permit: (i) the presence, use, generation, release, discharge, storage or disposal of any Hazardous Material in, on, under, about, or from the Leased Premises or any part thereof in violation of any Environmental Regulations; (ii) any portion of the Leased Premises to become a hazardous waste treatment, storage or disposal facility without receiving proper governmental authorization, and in compliance with all Environmental Regulations; or (iii) the discharge of pollutants or effluents into any water source or system, or the discharge into the air of any emissions without receiving proper governmental authorization, and in compliance with all Environmental Regulations, including, without limitation, the Federal Water Pollution Control Act, U.S.C. Section 1251 et seq. and the Clean Air Act, 42 U.S.C. Section 7401 et seq.

C. Lessee agrees to defend, indemnify, and forever hold harmless Lessor, and its officers, employees, agents, successors, and assigns, from all claims, losses, damages, penalties, expenses and costs, including, but not limited to, attorneys' fees, characterization, remediation and cleanup costs, incurred by reason of the use, storage, generation, release, discharge, maintenance, disposal, or removal of Hazardous Materials in, on, under, about, or from the Leased Premises, or any part thereof, by Lessee, its employees, agents, guests, contractors and subcontractors.

22. Law, Rules and Regulations:

A. Lessee, its officers, agents, and employees shall faithfully observe and comply with all applicable federal, state, and local laws, regulations, and ordinances now existing or hereafter adopted relating to the use and occupancy of the Airport or Leased Premises including without limitation Chapter 1 of Title III of the Pueblo Municipal Code and rules affecting the operation of motor vehicles upon, to, and from the Airport. The Lessee, and all officers, agents, and employees of Lessee, hereby agree to be bound by and subject to all police ordinances of the City of Pueblo at all times while on the Airport, whether acting in the course of Lessee's business or otherwise.

B. Lessee, its officers, agents, and employees shall faithfully observe and comply with all minimum standards and rules regulating operations and activities from and upon the Airport adopted from time to time by Lessor. Such minimum standards and rules shall not be applied arbitrarily, discriminatorily, or unreasonably. Except with respect to matters of public health and safety, if any provision of this Lease shall conflict with any provision of the minimum standards and rules adopted or amended by Lessor after commencement date, the conflicting provision of this Lease shall control.

C. It is expressly understood by Lessee that security within the air operations area of the Airport is vital. The drive through gate entering the air operations area shall be kept closed and locked at all times except for ingress and egress. Only automobiles belonging to owners of aircraft hangered therein will be permitted on the air operations area. Any automobile brought by Lessee shall be the sole responsibility of the Lessee. Violation of airport security rules as now, or in the future may, exist shall be grounds for immediate termination of this Lease.

23. F.A.A. Lease Requirements:

A. The Lessor reserves the right, without any obligation on its part to do so, to develop, modify, change, improve, or abandon the Pueblo Memorial Airport or any part thereof, as it may determine in its sole discretion, at any time, regardless of the desires or view of Lessee, and without interference or hindrance from Lessee or liability to Lessee.

B. The Lessor reserves the right, without any obligation on its part to do so, to maintain and keep in repair the landing area of the Airport and all publicly owned facilities of the Airport, together with the right to direct and control all activities of Lessee in this regard.

C. Lessor shall have full and unrestricted right to enter upon those portions of the Airport occupied and leased herein by the Lessee, and Lessor, its agents, or representatives shall be permitted to inspect same during any regular business hours or upon twenty-four (24) hours' notice to Lessee.

D. This Lease shall be subordinate to the provisions and requirements of any existing or future agreement between the Lessor and the United States, relative to the use, development, operation, and maintenance of the Airport.

E. Lessee shall comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulations with respect to the construction of any structure or building on the Leased Premises, or in the event of any planned modification or alteration of any present or future building or structure on the Leased Premises.

F. All rights not herein granted to the Lessee are reserved to Lessor and nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308 of the Federal Aviation Act of 1958 as amended.

G. Lessor reserves for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Leased Premises, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft now known or hereafter used for navigation or flight in said airspace, and for use of said airspace for landing on, taking off from, or operations on or over the Pueblo Memorial Airport.

H. By accepting this Lease, Lessee expressly agrees for itself, its successors, and assigns that it will not erect nor permit the erection of any structure, building, or object nor permit the growth of any tree on the Leased Premises to a height not to exceed twenty-five (25) feet above ground level. In the event the aforesaid covenant is breached, the Lessor reserves the right to enter upon the Leased Premises and to remove the offending structure or object and cut the offending tree, all of which shall be at the expense of the Lessee.

I. Lessee shall not make use of the Leased Premises in any manner which might interfere with the landing and taking off of aircraft at Pueblo Memorial Airport or otherwise constitute a hazard to aviation. In the event the aforesaid covenant is breached, the Lessor reserves the right to enter upon the Leased Premises and cause the abatement of such interference at the expense of the Lessee.

J. If during the term of this Lease, all or part of the Leased Premises should be taken or threatened to be taken for any public or quasi-public use under any governmental law or by right of eminent domain or sold to the condemning authority under threat of condemnation, this Lease shall terminate and the proceeds, if any, from such taking or sale shall be allocated between Lessor and Lessee in accordance with applicable condemnation law.

K. Lessor reserves the right to grant and to take easements or rights of way in, under, over, and across the Leased Premises, in which event, Lessor shall only be entitled to compensation for damages to improvements of the Lessee destroyed or damaged thereby, but not to damages for loss of use of the Leased Premises.

24. <u>Nondiscrimination Assurances</u>

A. The Lessee, for itself, its successors, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the Leased Premises or ramp, for a purpose for which Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the Lease shall maintain and operate such facilities and services in compliance with all requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as the regulations may be amended.

B. The Lessee, for itself, its successors, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that:

(i) no person on the grounds of race, color, religion, sex, sexual orientation, disability, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the Leased Premises or ramp; (ii) that in construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the grounds of race, color, religion, sex, sexual orientation, disability, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; and (iii) that the Lessee shall use the Leased Premises and ramp in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Non-discrimination in Federally Assisted Programs of the Department of Transportation, and as the regulations may be amended.

C. Lessee assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to ensure that no person shall on the grounds of race, creed, color, religion, disability, national origin, sex, or sexual orientation be excluded from participating in any contracting, leasing, or employment activities covered in 14 CFR Part 152, Subpart E. Lessee assures that no person shall be excluded, on these grounds, from participating in or receiving the services or benefits of any program or activity covered by this subpart. Lessee assures that it will require that its covered suborganizations provide assurances to the Lessee that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

D. Lessee agrees to operate the Leased Premises for the use and benefit of the public and to furnish good, prompt and efficient services adequate to meet all the demands for its services at the Airport, to furnish service on a fair, equal, and not unjustly discriminatory basis to all users thereof, and to charge fair, reasonable, and not unjustly discriminatory prices for each unit of service, provided that Lessee may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

25. Miscellaneous:

A. This Lease and all of its covenants and provisions shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors, subtenants, and approved assigns.

B. This Lease and any amendments hereto are subject to prior approval of the Federal Aviation Administration.

C. Lessee is leasing the Leased Premises "AS IS, WHERE IS, WITH ALL FAULTS" in its present condition. Lessor makes no representation or warranties of any kind or character, express or implied, with respect to the Leased Premises, including but not limited to, any warranty or representation as to suitability or fitness for a particular purpose, title, zoning, physical or environment conditions, utilities, governmental approvals, the compliance of the Leased Premises with governmental and environment laws and regulations, the truth, accuracy or completeness of any

document or other information provided to Lessee by Lessor or any other person, or any other matter or thing regarding the Leased Premises.. Lessor shall be under no obligation to maintain the Leased Premises or the Pueblo Memorial Airport or any part thereof in a particular location or condition. If the Pueblo Memorial Airport shall permanently close or relocate, the use restrictions stated in section 5 shall not apply, and the Lessee may use the Leased Premises for any lawful use or purpose allowed by the then existing Pueblo Municipal Code, or in the alternative, Lessee may terminate this Lease upon thirty (30) days prior written notice given to Lessor.

D. The Lessee represents that it has inspected the Airport, Leased Premises, and facilities and accepts the conditions of same and fully assumes the risk incident to the use thereof. The Lessor shall not be liable to the Lessee for any damages or injuries to the property or personnel of the Lessee which result from hidden, latent, or other dangerous conditions on the Airport or Leased Premises. Lessee's taking of possession of the Leased Premises shall be conclusive evidence that Lessee accepts the Leased Premises in its present condition and that the Leased Premises is in good and satisfactory condition at the time such possession was taken.

E. The acts and omissions of Lessee's employees, agents, contractors, and guests shall be imputed to Lessee for purposes of this Lease.

F. This Lease is expressly made subject to the limitations of the Colorado Constitution. Nothing herein shall constitute, nor be deemed to constitute, the creation of a debt or multi-year fiscal obligation or an obligation of future appropriations by the City Council of Pueblo, contrary to Article X, §20 of the Colorado Constitution or any other constitutional, statutory, or charter debt limitation. Notwithstanding any other provision of this Lease, with respect to any financial obligation of Lessor which may arise under this Lease in any fiscal year, in the event the budget or other means of appropriations for any such year fails to provide funds in sufficient amounts to discharge such obligation, such failure shall not constitute a default by or breach of this Lease, including any sub-agreement, attachment, schedule or exhibit thereto, by the Lessor.

G. Nothing in this Lease is intended, nor should it be construed, to create or extend any rights, claims or benefits or assume any liability for or on behalf of any third party, or to waive any immunities or limitations otherwise conferred upon the Lessor under or 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.

H. This Lease contains the entire and exclusive agreement between the parties relating to the Leased Premises and may not be amended except by written instrument signed by the parties. Neither party shall be, or hold itself out as, agent of the other or as joint venturers or partners under this Lease.

I. This Lease shall be governed by the laws of the State of Colorado. Venue for any action arising under this Lease or for the enforcement of this Lease shall be in a state court with jurisdiction located in Pueblo County, Colorado.

J. Each person signing this Lease 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 Lease on behalf of such party and that this Lease is a valid and legally binding obligation of such party enforceable against it in accordance with its terms.

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

LESSOR:

CITY OF PUEBLO,
a Municipal Corporation

By _____
Nicholas A. Gradisar

Title: Mayor

LESSEE:

Southern Colorado Flight Professionals, LLC
a Colorado limited liability company

By _____
Grant von Ahlefeldt

Title: Owner

Attest:

_____
City Clerk

Approved as to form:

_____
City Attorney

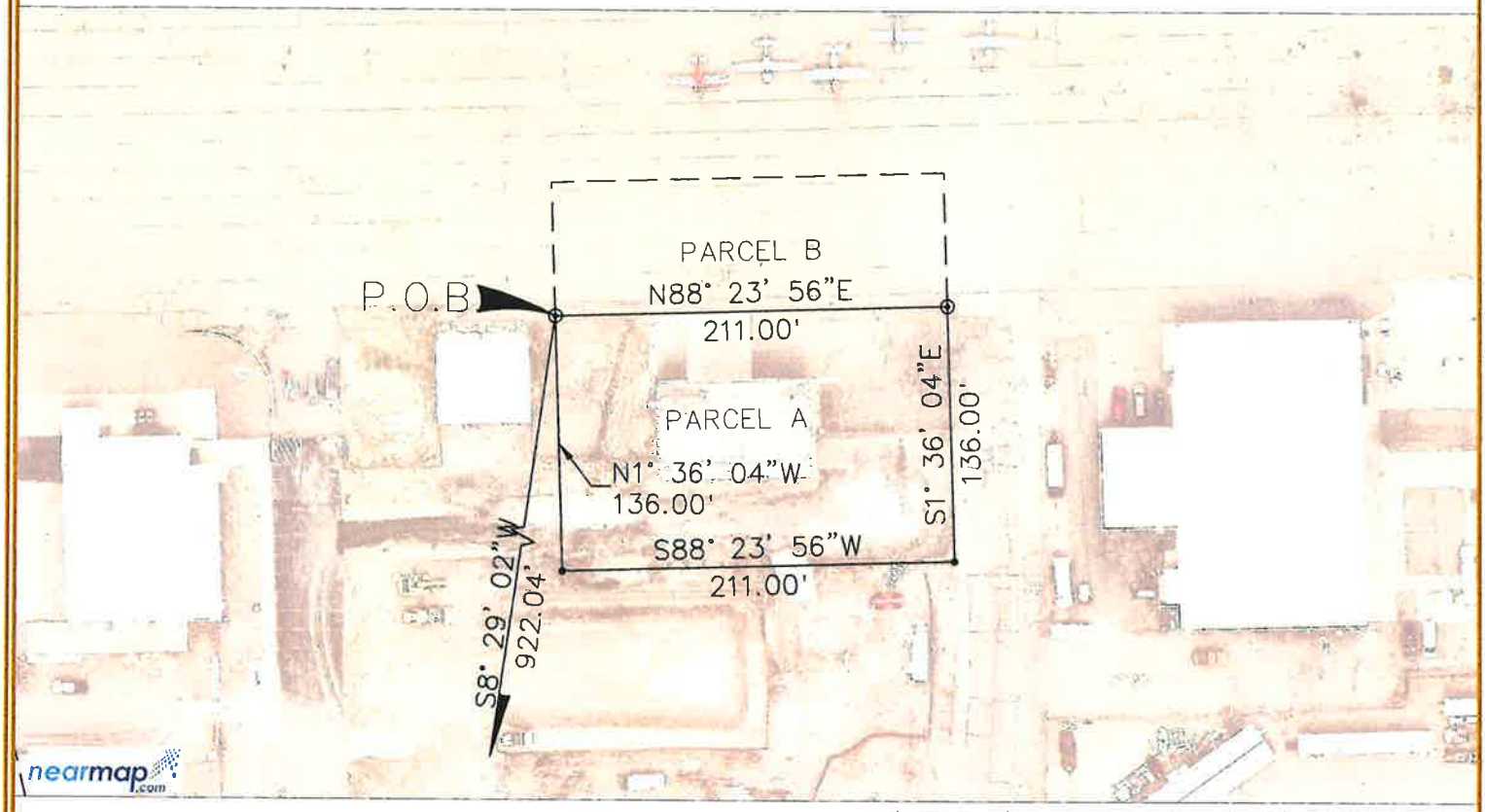
EXHIBIT A

522 SKYWAY STREET - PARCEL A

NORTH
W E
S

SCALE = 1"=100'
6-2-2022
City of Pueblo Bureau of Public Works

March 2022 Imagery



Legend

- ⊙ Set PK Nail with Shiner P.L.S. 31925
- • Found Rebar and Yellow Cap P.L.S. 30107

Description

A parcel of land located within a portion of Parcel H of Pueblo Memorial Airport Industrial Park Subdivision, located in the SE 1/4 of the NE 1/4 of Section 25, Township 20 South, Range 64 West, and in a portion of the SW 1/4 of the NW 1/4 of Section 30, Township 20 South, Range 63 West of the Sixth Principal Meridian, being more particularly described as follows:

Parcel A

BEGINNING at a point from which the monument found at the intersection of Skyway Street and Atlas Avenue bears S 8° 29' 02" W a distance of 922.04 feet (bearings based on the monument found at the intersection of Skyway Street and Atlas Avenue to the monument found at the intersection of Skyway Street and Magnuson Avenue to bear N 1° 31' 26" E, with all bearings contained herein being relative thereto); thence N 88° 23' 56" E a distance of 211.00 feet; thence S 1° 36' 04" E a distance of 136.00 feet; thence S 88° 23' 56" W a distance of 211.00 feet; thence N 1° 36' 04" W a distance of 136.00 feet to the POINT OF BEGINNING.

Area = 0.66 Acres (28,696 s.f.) more or less.

COLORADO REGISTERED PROFESSIONAL LAND SURVEYOR
RILEY M BRYAN
31925

Riley Monroe Bryan 6/8/2022
Riley Monroe Bryan Date
P.L.S. 31925

SHEET 1 OF 1

Pueblo Memorial Airport
Amendment to
Commercial Operator Hangar Lease

This Amendment ("**Amendment**") is entered into this 24th day of November 2025 (the "**Effective Date**"), between the City of Pueblo, a Colorado municipal corporation, (the "**Lessor**") and Southern Colorado Flight Professionals, LLC, a Colorado limited liability company (the "**Lessee**").

WHEREAS, the Lessor is the owner and operator of the Pueblo Memorial Airport ("**Airport**"), together with the land on which the Airport is situated; and

WHEREAS, Lessor and Lessee entered into a Commercial Operator Hangar Lease for the property generally known as 522 Skyway Street, Pueblo, Colorado, 81001, dated May 25, 2022 (the "**Lease**"); and

WHEREAS, hangar door replacement and repairs to 522 Skyway Street have necessitated the temporary relocation of the Lessee's aircraft to 530 Skyway Street; and

WHEREAS, Lessee desires relocation of his aircraft to an alternative hangar during the duration of the hangar door construction project, and Lessor has no objection to said relocation.

NOW, THEREFORE, in consideration of the foregoing statements, mutual promises, covenants, and conditions contained herein, Lessor and Lessee hereby agree to amend the Lease as follows:

1. **Leased Premises:**

   A. Lessor hereby leases unto the Lessee for the term and upon the requirements and conditions hereinafter stated, approximately 2,058 sq. ft. of hangar space ("**Hangar**"), including certain office space contained therein, (the "**Leased Premise**"), located at 530 Skyway Street, Pueblo, Colorado, more specifically identified in in Exhibit "**A**" attached hereto and incorporated herein, subject to existing restrictions and easements, including those recorded with the Pueblo County Clerk and Recorder. The Leased Premise does not include any apron or adjacent land including landside parking.

   B. The Hangar will be used solely for the storage of aircraft operated by the Lessee and any incidental activities related to the operation of a flight school. The aircraft shall be continually registered with the Federal Aviation Administration ("**FAA**") throughout the term of this Amendment. Lessee agrees to report to Lessor any changes to aircraft tail numbers stored at the Hangar within fourteen (14) days in order for Lessor to comply with FAA reporting requirements.

C. Lessee shall have exclusive use of the Leased Premise subject to the terms of this Amendment.

D. This Amendment and Lessee's use of the Leased Premise are subject to the easements, rights of way, covenants, conditions, restrictions, reservations, and limitations, including those of record, and all applicable zoning and land use laws, ordinances, codes and regulations, including but not limited to all conditions, regulations, restrictions, and requirements imposed by the FAA, governing and regulating the Leased Premises and its use.

2. Term:

A. This Amendment is made on a temporary basis commencing on the Effective Date and shall terminate seven (7) days after completion of the hangar door construction project at 522 Skyway Street, unless earlier terminated as provided herein.

B. Either party may terminate this Amendment at any time and for any reason upon forty-eight (48) hours prior written notice to the other party.

3. Other Conditions:

A. Locks shall be provided by the Lessor and shall be the only locks placed on the Hangar. Locks shall be removed and replaced solely by the Lessor. Lessee shall have no right to alter, change, or replace the Lessor's locks.

B. Electricity and water utilities will be provided by the Lessor. All other utilities will not be provided or installed.

C. Insurance for 530 Skyway shall be provided by the Lessee in accordance with the insurance provisions set forth in Section 13 of Commercial Operator Hangar Lease for the property located at 522 Skyway Street, Pueblo, Colorado, 81001, dated May 25, 2022.

4. Remaining Conditions:

All other terms and conditions of the Commercial Operator Hangar Lease for the property located at 522 Skyway Street, Pueblo, Colorado, 81001, dated May 25, 2022, are hereby restated and incorporated by reference in its entirety.

5. Waivers:

No provision of this Amendment may be waived except by an agreement signed by the waiving party. A waiver of any term or provision shall not be construed as a waiver of any other term or provision. Should Lessee holdover the use of or continue to occupy the

Leased Premises after the termination or cancellation of this Lease, such holding over shall be deemed merely a tenancy for successive monthly terms upon the same conditions as provided in this Lease subject to termination upon fourteen (14) days prior written notice.

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

LESSOR:

CITY OF PUEBLO,
A Colorado municipal corporation

By_____
Heather Graham

Title: Mayor

Attest:

_____
City Clerk

Approved as to form:

_____
City Attorney

LESSEE:

Southern Colorado Flight Professionals, LLC
A Colorado limited liability company

By_____
Grant von Ahlefeldt

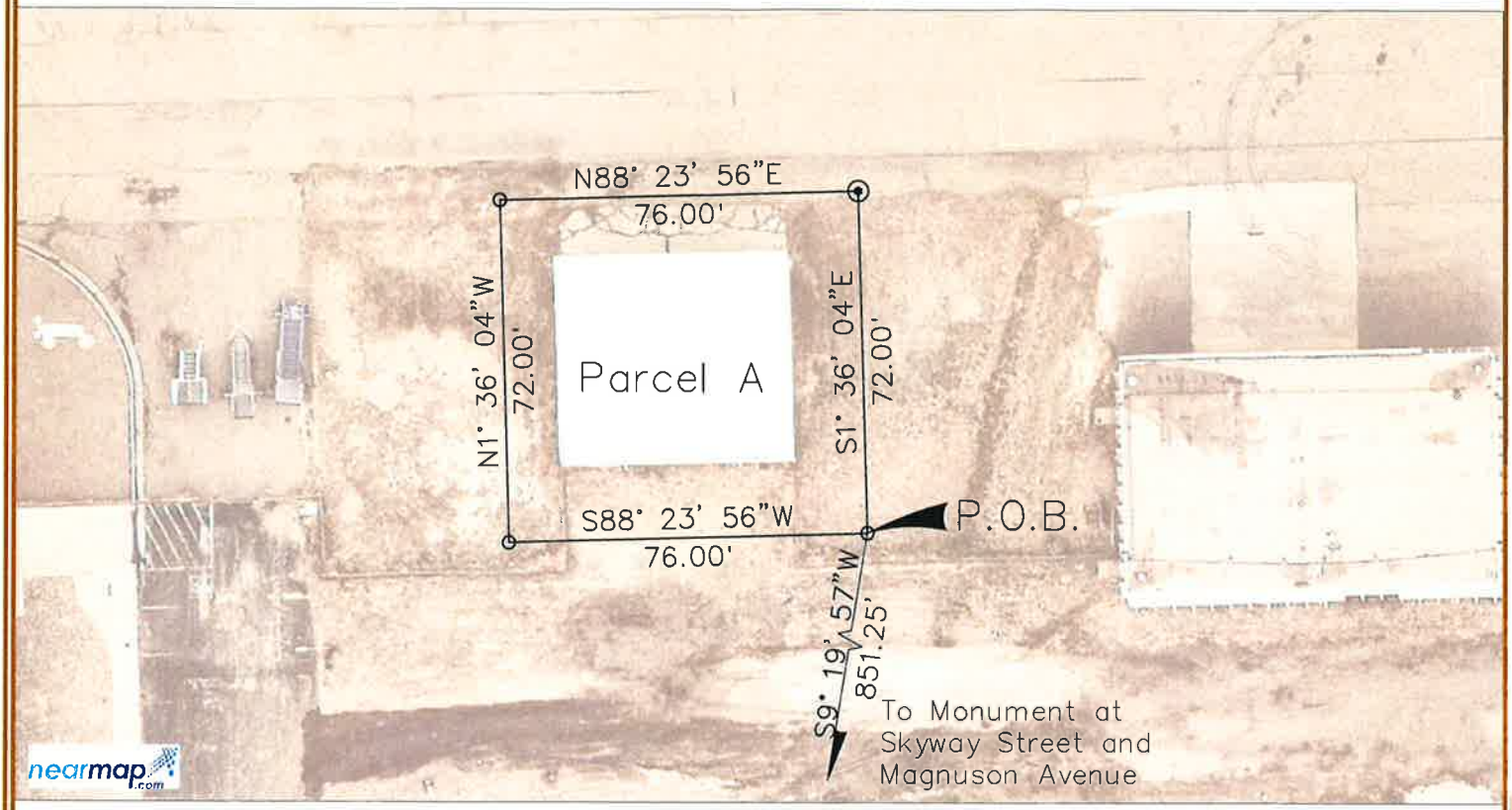
Title:_____

EXHIBIT A

530 SKYWAY STREET - PARCEL A

NORTH
W E
S
SCALE = 1"=40'
6-2-2022
City of Pueblo Bureau of Public Works

March 2022 Imagery



Legend

- ⊙ Set PK Nail with Shiner P.L.S. 31925
- ○ Set Rebar and Yellow Cap P.L.S. 31925

Description

A parcel of land located within a portion of Parcel H of Pueblo Memorial Airport Industrial Park Subdivision, located in the SE 1/4 of the NE 1/4 of Section 25, Township 20 South, Range 64 West, and in a portion of the SW 1/4 of the NW 1/4 of Section 30, Township 20 South, Range 63 West of the Sixth Principal Meridian, being more particularly described as follows:

Parcel A

BEGINNING at a point from which the monument found at the intersection of Skyway Street and Atlas Avenue bears S 9° 19' 57" W a distance of 851.25 feet (bearings based on the monument found at the intersection of Skyway Street and Atlas Avenue to the monument found at the intersection of Skyway Street and Magnuson Avenue to bear N 1° 31' 26" E, with all bearings contained herein being relative thereto) thence S 88° 23' 56" W a distance of 76.00 feet; thence N 1° 36' 04" W a distance of 72.00 feet; thence N 88° 23' 56" E a distance of 76.00 feet; thence N 1° 36' 04" E a distance of 72.00 feet to the POINT OF BEGINNING.

Area = 0.13 Acres (5,472 s.f.) more or less.

COLORADO REGISTERED PROFESSIONAL LAND SURVEYOR
RILEY M BRYAN
31925

Riley Monroe Bryan
P.L.S. 31925

6/8/2022
Date

SHEET 1 OF 1

Docusign Envelope ID: BFCC8FCE-D447-479A-A02D-9C22DB05D2B6

CITY CLERK'S OFFICE ITEM # R9

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: CARLA SIKES, CITY ATTORNEY

SUBJECT: 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

SUMMARY:

ATTACHED IS AN ORDINANCE APPROVING AN AGREEMENT WITH THE TOWN OF BOONE FOR THE CREATION OF THE SOUTHERN COLORADO BUILDING DEPARTMENT AND AUTHORIZING THE MAYOR TO SIGN THE SAME. THE SOUTHERN COLORADO BUILDING DEPARTMENT WILL REPLACE THE PUEBLO REGIONAL BUILDING DEPARTMENT EFFECTIVE JANUARY 1, 2026.

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.

Docusign Envelope ID: BFCC8FCE-D447-479A-A02D-9C22DB05D2B6

AN INTERGOVERNMENTAL AGREEMENT WITH A NEW PARTNER IS NEEDED TO CREATE A SUCCESSOR INDEPENDENT BUILDING DEPARTMENT. PRBD CURRENTLY PROVIDES SERVICE TO THE TOWN OF BOONE. THE TOWN OF BOONE IS SATISFIED WITH THE SERVICE AND HAS EXPRESSED AN INTEREST IN ENTERING AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY. THE BOONE TOWN BOARD WILL MEET TO CONSIDER THE ATTACHED INTERGOVERNMENTAL AGREEMENT ON MONDAY, NOVEMBER 17, 2025. IF APPROVED, THE CITY OF PUEBLO AND TOWN OF BOONE WILL BE THE INITIAL MEMBER ENTITIES TO THE INTERGOVERNMENTAL AGREEMENT BUT THE AGREEMENT ALLOWS OTHER LOCAL GOVERNMENTS TO JOIN THE AGREEMENT IN THE FUTURE.

THE INTERGOVERNMENTAL AGREEMENT WILL ESTABLISH A NEW REGIONAL BUILDING DEPARTMENT CALLED SOUTHERN COLORADO BUILDING DEPARTMENT ("SCBD"). SCBD WILL OPERATE THE SAME AS, OR SUBSTANTIALLY SIMILAR TO PRBD AT NO COST TO THE MEMBER ENTITIES. SCBD WILL PERFORM ALL THE SERVICES CURRENTLY BEING PROVIDED BY PRBD, INCLUDING BUT NOT LIMITED TO ISSUING BUILDING PERMITS, LICENSING CONTRACTORS, AND PERFORMING BUILDING INSPECTIONS. THE INTERGOVERNMENTAL AGREEMENT WILL BE EFFECTIVE JANUARY 1, 2026.

FINANCIAL IMPLICATIONS:

SCBD WILL OPERATE AS AN ENTERPRISE AND IS SELF-FUNDING.

BOARD/COMMISSION RECOMMENDATION:

NONE.

STAKEHOLDER PROCESS:

NONE.

ALTERNATIVES:

CITY COUNCIL COULD DENY THE ORDINANCE IN WHICH CASE THE PUEBLO REGIONAL BUILDING DEPARTMENT WILL CEASE OPERATIONS ON DECEMBER 31, 2025 WITHOUT A SUCCESSOR ENTITY TO REPLACE IT.

RECOMMENDATION:

APPROVAL IS RECOMMENDED.

ATTACHMENTS:

1. IGA FOR TOWN OF BOONE
2. REVISED AND REDLINED IGA - TOWN OF BOONE AND CITY
3. FINAL IGA - TOWN OF BOONE AND CITY - SIGNED BY BOONE

Docusign Envelope ID: BFCC8FCE-D447-479A-A02D-9C22DB05D2B6

ORDINANCE NO. 11081

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

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

SECTION 1.

The Intergovernmental Agreement for the Operation of the Southern Colorado Building Department by and between the City of Pueblo, a Colorado Municipal Corporation and the Town of Boone, Colorado, a Colorado statutory town, 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 Intergovernmental 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 and staff of the City are authorized to perform any and all acts consistent with this Ordinance and the attached Intergovernmental 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 November 10, 2025.

Final adoption of Ordinance by City Council on November 24, 2025.

DocuSigned by:
Mark Aliff
B7A4F51823AB462...
President of City Council

Docusign Envelope ID: BFCC8FCE-D447-479A-A02D-9C22DB05D2B6

Action by the Mayor:

☒ Approved on 11/26/2025 | 10:51 AM MST.

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

Signed by:
Heather Graham
3A85950B7BCA462...
Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

_____
President of City Council

ATTEST

DocuSigned by:
7C02EBDFFC3D43C...
City Clerk

INTERGOVERNMENTAL AGREEMENT
FOR THE OPERATION OF THE SOUTHERN COLORADO BUILDING DEPARTMENT

THIS AGREEMENT ("Agreement" or "IGA") is made and entered into as of the last date signed below, by and between the CITY OF PUEBLO, a Colorado Municipal Corporation, (hereinafter "Pueblo") and THE TOWN OF BOONE, COLORADO, a Colorado statutory town (hereinafter "Boone"). The parties may be referred to as a "Member Entity".

WHEREAS, the City of Pueblo is a home rule city and Colorado municipal corporation organized and existing under and by virtue of Article XX of the Colorado Constitution; and

WHEREAS, Boone is a statutory town recognized and organized under the Colorado Constitution and granted such power and authority as set forth in Title 30 of the Colorado Revised Statutes; and

WHEREAS, it has been determined that a regional building department would best serve the citizens of Pueblo and Boone and would promote the public health, safety and welfare of the region; and

WHEREAS, Pueblo and Boone have and intend to adopt nearly identical building codes, to regulate and control all building construction, including but not limited to building, electrical, mechanical, heating, plumbing and other construction related activities, (collectively, the "Codes") in Pueblo and Boone; and

WHEREAS, it has been determined that joint facilities, personnel, committees and boards should be used and maintained for the administration and enforcement of each such building code to the extent determined appropriate by each Party and set forth herein.

NOW, THEREFORE, IT IS AGREED:

I. Organization

1. There is hereby established a joint facility, function and service under the authority of Section 29-1-203, C.R.S. (as amended), which shall be known as the Southern Colorado Building Department, (hereinafter "Department"). The function and responsibility of the Department shall be the administration and enforcement of the Codes of its member entities in accordance with this Agreement.

2. The governing body of the Department shall be known as the Building Commission (hereinafter "Commission"). The Commission shall consist of nine members: six appointed by the City Council of Pueblo, one of whom shall be a City councilperson, and three jointly appointed by all member entities. The members of the Commission shall be appointed for staggered terms of three years, except that the term of a City councilperson shall expire when such person ceases to be a City councilperson. Any member may be removed with or without cause by the party who appointed such member. In the event of a vacancy, the party who appointed such member shall promptly appoint a successor member to fill the unexpired term of the vacant position.

3. The Department shall be a body politic and corporate, a separate and independent governmental and legal entity within the meaning of the intergovernmental cooperation provisions of the Colorado Constitution and statutes, and a "public entity" within the meaning of the Colorado Governmental Immunity Act and shall have the power to sue and be sued.

4. The Commission shall have and may exercise any and all of the following powers:

(a) Provide general supervision, administration and establish policy direction to the Department.

(b) Appoint the Building Official of the Department who shall serve at the pleasure of the Commission.

(c) Prepare or cause to be prepared the annual budget of the Department, reflecting estimates of revenues and expenditures for the coming calendar year, which shall be presented to, and approved by the City Council of Pueblo prior to adoption of the same at a public hearing of the Commission after which funds shall be appropriated and expended in accordance with the budget. No budget shall be adopted which requires supplemental funding from one or more of the member entities.

(d) Cause to be made an accounting and audit of the financial operations of the Department by an independent Certified Public Accountant at the end of each calendar year. The audit shall be provided to each member entity within fourteen (14) days of its completion.

(e) To lease property and office space for a term not to exceed five years to perform the duties and functions that have been delegated to it by each member entity as set forth herein. The Commission shall be authorized to execute lease agreements and other necessary documents to rent such property and office space, and to expend funds from its approved budget to lease property and office facilities.

(f) To purchase property and to construct a building to meet its future office and facility needs. Prior to acquiring property and constructing a building to carry out its functions and duties, the Commission shall obtain the written approval of the Mayor, Manager, or Administrator of each member entity concerning the location of such property and the size and financing of the construction of the building for the Department. If any member entity does not approve the Commission's property acquisition and building plans, such proposals shall be referred to the governing body for each member entity for final review and approval.

(g) Adopt such By-Laws, promulgate such Rules and Regulations and do all things necessary to the proper governance and administration of the Department.

(h) Meet at least monthly at a regular time to be established by the By-Laws of the Commission.

(i) Meetings of the Commission shall be public meetings subject to Section 24-

6-401, et seq C.R.S. (as amended).

(j) Contingent upon authorization and approval by the member entities, to issue or reissue revenue bonds, notes or other obligations payable from the revenues derived from the functions, services, or facilities of the Department. The terms, conditions, details, sale and payment of such bonds, notes or other obligations, the procedures relating thereto, the pledge of revenues, and the refunding thereof shall be set forth in the Ordinance of the Pueblo City Council and Resolution of the Boone Town Board of Trustees authorizing said bonds, notes, and other obligations. The powers granted by this section to the Department shall not in any manner modify, limit or affect, either directly or indirectly, the powers and authorities of the member entities conferred by statute, charter or any other law. Notwithstanding anything in this subsection, the member entities shall not have any repayment obligation for any such bonds.

(k) The Department shall constitute an enterprise for purposes of Section 20 of Article X of the Colorado Constitution as long as the Department retains the authority to issue revenue bonds as provided in section 4 (i) above and receives under ten percent (10%) of annual revenue in grants from all Colorado state and local governments combined. So long as the Department constitutes an enterprise, the Department and all spending and revenue relating thereto including but not limited to fees and charges shall not be subject to any of the provisions of Section 20 of Article X of the Colorado Constitution.

(l) To make and enter into contracts that it may deem necessary or convenient for the exercise of its powers.

(m) To purchase, lease, sell or convey any personal property, equipment, or supplies it may deem necessary or convenient for the exercise of its powers.

(n) To obtain liability and casualty insurance.

(o) To appoint, hire and retain employees and independent agents, contractors, engineers and attorneys.

(p) To fix and from time to time increase or decrease fees, rates or charges for providing copies of public records as provided by law.

(q) To invest any of its funds not required for the immediate disbursement in any investment in which public bodies may legally invest funds subject to their control.

(r) To have and exercise all rights and powers necessary or incidental to or implied from the specific powers hereby granted.

II. <u>Personnel</u>:

5. The employees of the Department shall be responsible, through the duly appointed Building Official, to the Commission. The Commission shall be solely responsible for determining the number, compensation and benefits of Department employees and their functions and duties.

6. The Commission may establish a retirement benefit program for its employees. Employer contributions to the Public Employees Retirement Association or other retirement benefit program shall be paid by the Department as an expense of the Department.

7. The Department may contract with any member entity or another entity, either public or private, for bookkeeping and records services and other services as the Commission deems necessary. The cost of such services shall be considered an expense of the Department.

8. By resolution, the Commission shall adopt personnel policies and procedures for the governance of employees of the Department. The personnel policies and procedures shall include, but not be limited to, such matters as hiring, discipline, grievance, compensation, holidays, vacation, sick time, leave of absence, and termination, participation in various forms of insurance.

III. Code Administration:

9. The parties agree that to the extent possible each will adopt Codes as nearly uniform as possible, and to that end each party will meet and confer with one another and seek recommendations from the Department before amending or adopting all applicable Codes. All license, building permit, plan review fees and inspection fees for activities within each member entity shall be established as provided by ordinance or resolution of the respective member entity.

10. The Department is charged with the administration of the Codes of each member entity as set forth below:

(a) City of Pueblo: The administration of the Codes adopted by Pueblo for application within its boundaries, except any applicable fire codes, including without limitation:

(i) Licensing or registration of building trade contractors, masters, and journeymen as defined in the respective Codes. (There shall be a single license or registration required to do work authorized by such license or registration within the City and all contractors shall furnish any bonds or insurance required by the City before being so licensed).

(ii) Collection of all fees authorized for Codes administered by the Department.

(iii) Checking of plans for Code compliance and issuance of building permits.

(iv) Inspections at construction site as required to assure Code compliance, including right of entry for such purposes.

(b) Town of Boone: The administration of the Codes adopted by Boone for application within its boundaries, except any applicable fire codes, including without limitation:

(i) Licensing or registration of building trade contractors, masters, and journeymen as defined in the respective Codes. (There shall be a single license or registration required to do work authorized by such license or registration within the Town).

(ii) Collection of all fees authorized for Codes administered by the Department.

(iii) Checking of plans for Code compliance and issuance of building permits.

(iv) Inspections at construction site as required to assure Code compliance, including right of entry for such purposes.

(v) Pueblo Fire Department, at the request of the Town Mayor or Board of Trustees, may provide fire inspections within the town limits as required to approve or finalize building permits by the Department.

11. The Department may contract with other incorporated municipalities, or counties, if any, to provide for the administration of building and construction Codes as adopted by said other governmental entity for application within its corporate boundary.

12. The Department is not charged with the enforcement of the Fire Code as adopted by any member entities. Each member entity shall be responsible for the enforcement of the Fire Code adopted by it for application within its respective boundaries.

13. Zoning and subdivision administration shall be the responsibility of each member entity and not of the Department.

IV. Review Boards:

14. There is hereby created for each of the electrical, plumbing, mechanical and building Codes a Board of Appeal consisting of five members (except for the electrical board which will consist of six members), three of which shall be appointed by Pueblo (or four members in the case of the electrical board) and the remaining two members to be jointly appointed by all member entities. Failure of any member entity to object to the jointly appointed members within 30 days of the date of the notice providing Parties the name of the proposed appointee(s) shall be considered consent to the appointment. The members shall be appointed for staggered terms of three years.

15. The function and composition of each Board of Appeal are as follows:

(a) Electrical. The Electrical Board of Appeal is vested with the authority to issue, suspend or revoke licenses or registrations, not regulated by the state of Colorado, make reasonable interpretations, grant minor variances, hear appeals, and review performance of work under the adopted electrical code. The Electrical Board of Appeal shall be composed of a professional engineer registered in Colorado who specializes as an electrical engineer, two Colorado licensed electrical contractors, two Colorado licensed journeyman electricians, and an electrical engineer or journeyman electrician who is an employee of an electric utility company doing business in the City or County of Pueblo.

(b) Plumbing. The Plumbing Board of Appeal is vested with the authority to issue, suspend or revoke licenses or registrations, not regulated by the state of Colorado, make reasonable interpretations, grant minor variances, hear appeals, and review performance of work

under the adopted plumbing code. The Plumbing Board of Appeal shall be composed of a professional engineer registered in Colorado who specializes as a mechanical engineer, two Colorado Licensed plumbing contractors, and two Colorado licensed journeyman plumbers.

(c) Mechanical. The Mechanical Board of Appeal is vested with the authority to issue, suspend or revoke licenses or registrations, make reasonable interpretations, grant minor variances, hear appeals, and review performance of work under the adopted mechanical code. The Mechanical Board of Appeal shall be composed of a professional engineer registered in Colorado who specializes as a mechanical engineer, two contractors licensed under the adopted mechanical code or licensed gas installation contractors, and two licensed journeyman gas fitters or sheet metal workers or persons experienced in performing work under the mechanical code.

(d) Building. The Building Board of Appeal is vested with the authority to issue, suspend or revoke licenses or registrations, make reasonable interpretations, grant minor variances, hear appeals, and review performance or work under the adopted building code and such other minor or secondary building Codes as the member entities have adopted or may hereafter adopt. The Building Board of Appeal shall be composed of a professional engineer registered in Colorado who specializes in the field of structural design, an architect registered in Colorado, two licensed general contractors (one of whom shall be classified as unlimited), and a licensed journeyman in the building trades industry or a person experienced in performing work under the building code.

16. All inspectors for the electrical and plumbing codes shall be Colorado licensed masters in the building trades industry and experienced in performing work under the applicable code. Each inspector for the mechanical and building codes shall be certified by the International Code Council (ICC) as a residential inspector before date of hire and be certified as a commercial inspector within a stated period of time, not to exceed six months, as determined by the Commission, after commencing employment. Mechanical and building inspectors shall also be experienced in performing work under the applicable code. The Department shall establish and implement a program for continued education and training for all inspectors. Each major code shall have a chief inspector whose interpretation under such code shall be final unless appealed to the Board of Appeal for such code. The Building Official shall be the chief inspector under the adopted building code and such other minor or secondary building and construction Codes as the Parties have or may hereafter adopt with authority to designate another qualified employee of the Department as such chief inspector.

17. The Building Official shall, subject to the general supervision of the Commission, its adopted policies, and this IGA, be the chief executive and administrative officer of the Department, supervise all Department employees, maintain reports and records, act as Secretary to the Commission and each Board of Appeal and maintain permanent records of their meetings, and account for all fees and other monies collected by the Department.

18. Any person aggrieved by any ruling, decision, interpretation, or order of the Building Official or of a Chief Code Inspector shall have the right to appeal to the appropriate Board of Appeal by filing a written appeal with the Building Official within fourteen (14) calendar days from the date of the ruling, decision, interpretation, or order. If such a notice is filed, the appropriate Board of Appeal shall set a time and place for a hearing, and by certified mail or

personal service notify the party filing the appeal. The date of hearing shall be not more than thirty-five (35) calendar days after the filing of appeal. The hearing shall be open to the public and all interested persons shall be heard. The majority vote of the members of the appropriate Board of Appeal shall affirm, modify, or reverse any appealed ruling, decision, interpretation or order. The appropriate Board of Appeal may permit variance from the strict terms and provisions of the applicable code if such variance can be made without increasing the hazards to health or safety of persons or property and when the granting of such variance will not violate the intent and purposes of such code. Mere inconvenience to the applicant shall not be grounds for the granting of such variance.

19. Within twenty-eight (28) days after the entry of any decision or order of a Board of Appeal, the Building Official, Department, or any person who is aggrieved by such decision or order may seek to review the same in the District Court. Review shall not be extended further than to determine whether the Board has exceeded its jurisdiction or abused its discretion. Pending such appeal all such rulings or decisions shall remain in full force and effect unless stayed by order of Court.

20. Each Board of Appeal is empowered to determine the suitability of alternate materials and types of installations under its code and is also empowered to recommend to member entities new legislation relating to its code.

21. Each Board of Appeal shall meet as often as may be necessary for the proper performance of its duties. Each Board shall be empowered to adopt reasonable rules and regulations for conducting its meetings and affairs. A quorum of a Board shall consist of a majority of all of its members. Each Board shall elect a chairman and co-chairman annually and maintain permanent records of all its proceedings.

V. Financial Administration:

22. The Commission shall have custody and control of all movable equipment including without limitation automobiles, office equipment, furniture, fixtures and accessories. Such equipment shall be leased or purchased with revenues of the Department. The value of the Department's real, personal and liquid assets as of December 31, 2025 is estimated to be $5,067,708.30. In the event of termination of this IGA:

(a) Pueblo shall be paid first, before any other disbursement to member entities, the amount of $5,067,708.30. Payment may be made by the Department, any other member entity or through the sale of Department assets.

(b) Thereafter, any movable equipment and property owned or possessed by the Department shall be offered to the member entities in quantities as much as they shall desire at cost less depreciation. Any movable equipment remaining shall be offered at public sale to the highest offer and all proceeds therefrom distributed to the member entities in direct proportion as the valuation of all construction work performed in each entity's jurisdiction was to the valuation of all work performed in the entire area under the jurisdiction of the Department for the final calendar year.

23. The Commission shall from time to time recommend to the governing bodies of the member entities a reasonable schedule of fees to be paid under the Codes for the issuance of permits, registrations, and licenses to perform construction, reconstruction, remodeling, alteration, demolition, or other work which is subject to the respective adopted Codes. The governing bodies of the member entities, after considering the Commission's recommendations and any other relevant information, adopt a reasonable schedule of fees to be paid to the Department for services rendered pursuant to this Agreement. It is the declared intention of this Agreement that such fees and the methods of computing such fees should be uniform in the member entities, to the extent possible. It is acknowledged, however, that costs of services rendered in the different jurisdictions may vary and therefore the fees established by each member entity may, in addition to the cost of inspection fees, provide for mileage, travel time, and other necessary expenses incurred. It is the intention of the member entities that the Department shall be self-supporting but not profit-making and that the fees bear a reasonable relationship to the costs of administration of the Codes.

24. All Federal, State and local governmental agencies, including member entities, shall take out and pay for permits for all construction work conducted by them requiring Department services. In the case of construction by Federal, State or local government agencies which require a resident professional engineer and inspectors full time on the site of construction, their written verification of Code compliance may be accepted by the Department for that project. A listing of these persons and their experience shall be submitted to the Department for review. Permit fees for such projects shall be based on actual expenses to the Department for services rendered including, but not limited to, the checking of plans, reviews, or other work considered necessary by the Building Official. Federal, State and local governmental agencies shall pay for complaint response services rendered by the Department, at the rate established by the Commission for that service.

25. All monies received by the Department shall be placed in a special fund from which all salaries and operating and capital expenses of the Department shall be paid. Accounts shall be kept of fees paid for permits and services rendered within each member entity jurisdiction. Accounts shall be kept using Standard Governmental Accounting Procedures.

26. To the extent possible, the Department's reserve balance shall be maintained at no less than twelve percent (12%) of the annual budget. The Commission shall cause a yearly review at budget time and, upon their projected findings to the year's end, adjust fees and permits, in accordance with paragraph 23, to maintain the desired Department cash balance.

VI. Miscellaneous:

27. Amendments. This IGA may be amended upon approval of the member entities by resolution or ordinance as may be required by the governing bodies of the member entities.

28. Effective Date. This IGA shall become effective upon January 1, 2026, and shall be in force and effect until December 31, 2027, and shall continue in full force and effect from year to year thereafter unless terminated by mutual agreement of the member entities or operation of law.

29. Termination. This IGA may be terminated by mutual agreement of the member entities or by operation of law. If by mutual agreement, such mutual agreement shall be in writing

and shall, at a minimum, set forth the valuation of all assets, the distribution of assets consistent with this Agreement, the provision of books, records, and management software to member entities, the transition process, and effective date of termination. The mutual agreement to terminate this Agreement must be approved by the governing body of each member entity by resolution or ordinance as applicable pursuant to the requirements of the respective member entity. Termination will occur by operation of law if the withdrawal of member entities makes it impossible for the Department to exist as a matter of law.

30. Withdrawal. Any member entity may withdraw from further participation in this Agreement by providing the other member entities notice of its intent to withdraw from the Agreement at least eleven (11) months before the end of the calendar year, such withdrawal to be effective on December 31 of the year in which notice is given. Except for Pueblo, which upon withdrawal shall be entitled to payment of its initial investment in the Department in the amount of $5,076,08.30 with such payment required to be made by the Department, any other member entity, or through the sale of Department assets, the withdrawing entity shall not be entitled to, nor receive any assets of the Department or any other form of reimbursement from the Department or any other member entity upon its withdrawal. The Department and remaining member entities shall cooperate and provide the withdrawing entity copies of all permits, inspections, and relevant information related to work performed, or in the process of being performed by the Department for the withdrawing entity to allow the withdrawing entity to take over services or transfer such services to a third party. Such withdrawal shall be effective as of December 31 of that year.

31. Agreement - 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.

32. Sovereign Immunity. The parties understand that liability of the Parties is controlled and limited by the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101, *et seq.*, and that no provision of this IGA is intended to limit or modify the application of immunity.

33. Jurisdiction and Venue. This IGA shall be governed by and construed in accordance with the laws of the state of Colorado. The parties consent and agree that jurisdiction and venue shall only be proper in Pueblo County.

34. Counterparts and Electronic Signatures. This IGA 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.

[Signature Page Follows]

CITY OF PUEBLO, a Municipal Corporation

By: _____
Heather Graham, Mayor
Date: _____

ATTEST:

_____
Marisa Stoller, City Clerk

APPROVED AS TO FORM:

_____
Carla L. Sikes, City Attorney

THE BOARD OF TRUSTEES, TOWN OF BOONE, COLORADO

By: _____
Print Name: _____
Its: _____
Date: _____

ATTEST:

_____

APPROVED AS TO FORM:

_____
Mark Ohlsen, Town Attorney

INTERGOVERNMENTAL AGREEMENT
FOR THE OPERATION OF THE SOUTHERN COLORADO BUILDING DEPARTMENT

THIS AGREEMENT ("Agreement" or "IGA") is made and entered into as of the last date signed below, by and between the CITY OF PUEBLO, a Colorado Municipal Corporation, (hereinafter "Pueblo") and THE TOWN OF BOONE, COLORADO, a Colorado statutory town (hereinafter "Boone"). The parties may be referred to as a "Member Entity".

WHEREAS, the City of Pueblo is a home rule city and Colorado municipal corporation organized and existing under and by virtue of Article XX of the Colorado Constitution; and

WHEREAS, Boone is a statutory town recognized and organized under the Colorado Constitution and granted such power and authority as set forth in Title 30 of the Colorado Revised Statutes; and

WHEREAS, it has been determined that a regional building department would best serve the citizens of Pueblo and Boone and would promote the public health, safety and welfare of the region; and

WHEREAS, Pueblo and Boone have and intend to adopt nearly identical building codes, to regulate and control all building construction, including but not limited to building, electrical, mechanical, heating, plumbing and other construction related activities, (collectively, the "Codes") in Pueblo and Boone; and

WHEREAS, it has been determined that joint facilities, personnel, committees and boards should be used and maintained for the administration and enforcement of each such building code to the extent determined appropriate by each Party and set forth herein.

NOW, THEREFORE, IT IS AGREED:

I. Organization

1. There is hereby established a joint facility, function and service under the authority of Section 29-1-203, C.R.S. (as amended), which shall be known as the Southern Colorado Building Department, (hereinafter "Department"). The function and responsibility of the Department shall be the administration and enforcement of the Codes of its member entities in accordance with this Agreement.

2. The governing body of the Department shall be known as the Building Commission (hereinafter "Commission"). The Commission shall consist of nine members: six appointed by the Mayor of the City of Pueblo with approval by City Council of Pueblo, one of whom shall be a City councilperson, and three jointly appointed by all member entities. The members of the Commission shall be appointed for staggered terms of three years, except that the term of a City councilperson shall expire when such person ceases to be a City councilperson. Any member may be removed with or without cause by the party who appointed such member. In the event of a vacancy, the party who appointed such member shall promptly appoint a successor member to fill the unexpired term of the vacant position.

3. The Department shall be a body politic and corporate, a separate and independent governmental and legal entity within the meaning of the intergovernmental cooperation provisions of the Colorado Constitution and statutes, and a "public entity" within the meaning of the Colorado Governmental Immunity Act and shall have the power to sue and be sued.

4. The Commission shall have and may exercise any and all of the following powers:

(a) Provide general supervision, administration and establish policy direction to the Department.

(b) Appoint the Building Official of the Department who shall serve at the pleasure of the Commission.

(c) Prepare or cause to be prepared the annual budget of the Department, reflecting estimates of revenues and expenditures for the coming calendar year, which shall be presented to~~, and approved~~ by the City Council of Pueblo prior to adoption of the same at a public hearing of the Commission after which funds shall be appropriated and expended in accordance with the budget. No budget shall be adopted which requires supplemental funding from one or more of the member entities.

(d) Cause to be made an accounting and audit of the financial operations of the Department by an independent Certified Public Accountant at the end of each calendar year. The audit shall be provided to each member entity within fourteen (14) days of its completion.

(e) To lease property and office space for a term not to exceed five years to perform the duties and functions that have been delegated to it by each member entity as set forth herein. The Commission shall be authorized to execute lease agreements and other necessary documents to rent such property and office space, and to expend funds from its approved budget to lease property and office facilities.

(f) To purchase property and to construct a building to meet its future office and facility needs. Prior to acquiring property and constructing a building to carry out its functions and duties, the Commission shall obtain the written approval of the Mayor, Manager, or Administrator of each member entity concerning the location of such property and the size and financing of the construction of the building for the Department. If any member entity does not approve the Commission's property acquisition and building plans, such proposals shall be referred to the governing body for each member entity for final review and approval.

(g) Adopt such By-Laws, promulgate such Rules and Regulations and do all things necessary to the proper governance and administration of the Department.

(h) Meet at least monthly at a regular time to be established by the By-Laws of the Commission.

(i) Meetings of the Commission shall be public meetings subject to Section 24-

6-401, et seq C.R.S. (as amended).

(j) Contingent upon authorization and approval by the member entities, to issue or reissue revenue bonds, notes or other obligations payable from the revenues derived from the functions, services, or facilities of the Department. The terms, conditions, details, sale and payment of such bonds, notes or other obligations, the procedures relating thereto, the pledge of revenues, and the refunding thereof shall be set forth in the Ordinance of the Pueblo City Council and Resolution of the Boone Town Board of Trustees authorizing said bonds, notes, and other obligations. The powers granted by this section to the Department shall not in any manner modify, limit or affect, either directly or indirectly, the powers and authorities of the member entities conferred by statute, charter or any other law. Notwithstanding anything in this subsection, the member entities shall not have any repayment obligation for any such bonds.

(k) The Department shall constitute an enterprise for purposes of Section 20 of Article X of the Colorado Constitution as long as the Department retains the authority to issue revenue bonds as provided in section 4 (i) above and receives under ten percent (10%) of annual revenue in grants from all Colorado state and local governments combined. So long as the Department constitutes an enterprise, the Department and all spending and revenue relating thereto including but not limited to fees and charges shall not be subject to any of the provisions of Section 20 of Article X of the Colorado Constitution.

(l) To make and enter into contracts that it may deem necessary or convenient for the exercise of its powers.

(m) To purchase, lease, sell or convey any personal property, equipment, or supplies it may deem necessary or convenient for the exercise of its powers.

(n) To obtain liability and casualty insurance.

(o) To appoint, hire and retain employees and independent agents, contractors, engineers and attorneys.

(p) To fix and from time to time increase or decrease fees, rates or charges for providing copies of public records as provided by law.

(q) To invest any of its funds not required for the immediate disbursement in any investment in which public bodies may legally invest funds subject to their control.

(r) To have and exercise all rights and powers necessary or incidental to or implied from the specific powers hereby granted.

II. <u>Personnel</u>:

5. The employees of the Department shall be responsible, through the duly appointed Building Official, to the Commission. The Commission shall be solely responsible for determining the number, compensation and benefits of Department employees and their functions and duties.

6. The Commission may establish a retirement benefit program for its employees. Employer contributions to the Public Employees Retirement Association or other retirement benefit program shall be paid by the Department as an expense of the Department.

7. The Department may contract with any member entity or another entity, either public or private, for bookkeeping and records services and other services as the Commission deems necessary. The cost of such services shall be considered an expense of the Department.

8. By resolution, the Commission shall adopt personnel policies and procedures for the governance of employees of the Department. The personnel policies and procedures shall include, but not be limited to, such matters as hiring, discipline, grievance, compensation, holidays, vacation, sick time, leave of absence, and termination, participation in various forms of insurance.

III. Code Administration:

9. The parties agree that to the extent possible each will adopt Codes as nearly uniform as possible, and to that end each party will meet and confer with one another and seek recommendations from the Department before amending or adopting all applicable Codes. All license, building permit, plan review fees and inspection fees for activities within each member entity shall be established as provided by ordinance or resolution of the respective member entity.

10. The Department is charged with the administration of the Codes of each member entity as set forth below:

(a) City of Pueblo: The administration of the Codes adopted by Pueblo for application within its boundaries, except any applicable fire codes, including without limitation:

(i) Licensing or registration of building trade contractors, masters, and journeymen as defined in the respective Codes. (There shall be a single license or registration required to do work authorized by such license or registration within the City and all contractors shall furnish any bonds or insurance required by the City before being so licensed).

(ii) Collection of all fees authorized for Codes administered by the Department.

(iii) Checking of plans for Code compliance and issuance of building permits.

(iv) Inspections at construction site as required to assure Code compliance, including right of entry for such purposes.

(b) Town of Boone: The administration of the Codes adopted by Boone for application within its boundaries, except any applicable fire codes, including without limitation:

(i) Licensing or registration of building trade contractors, masters, and journeymen as defined in the respective Codes. (There shall be a single license or registration required to do work authorized by such license or registration within the Town).

(ii) Collection of all fees authorized for Codes administered by the Department.

(iii) Checking of plans for Code compliance and issuance of building permits.

(iv) Inspections at construction site as required to assure Code compliance, including right of entry for such purposes.

(v) Pueblo Fire Department, at the request of the Town Mayor or Board of Trustees, may provide fire inspections within the town limits as required to approve or finalize building permits by the Department.

11. The Department may contract with other incorporated municipalities, or counties, if any, to provide for the administration of building and construction Codes as adopted by said other governmental entity for application within its corporate boundary.

12. The Department is not charged with the enforcement of the Fire Code as adopted by any member entities. Each member entity shall be responsible for the enforcement of the Fire Code adopted by it for application within its respective boundaries.

13. Zoning and subdivision administration shall be the responsibility of each member entity and not of the Department.

IV. Review Boards:

14. There is hereby created for each of the electrical, plumbing, mechanical and building Codes a Board of Appeal consisting of five members (except for the electrical board which will consist of six members), three of which shall be appointed by Pueblo (or four members in the case of the electrical board) and the remaining two members to be jointly appointed by all member entities. Failure of any member entity to object to the jointly appointed members within 30 days of the date of the notice providing Parties the name of the proposed appointee(s) shall be considered consent to the appointment. The members shall be appointed for staggered terms of three years.

15. The function and composition of each Board of Appeal are as follows:

(a) Electrical. The Electrical Board of Appeal is vested with the authority to issue, suspend or revoke licenses or registrations, not regulated by the state of Colorado, make reasonable interpretations, grant minor variances, hear appeals, and review performance of work under the adopted electrical code. The Electrical Board of Appeal shall be composed of a professional engineer registered in Colorado who specializes as an electrical engineer, two Colorado licensed electrical contractors, two Colorado licensed journeyman electricians, and an electrical engineer or journeyman electrician who is an employee of an electric utility company doing business in the City or County of Pueblo.

(b) Plumbing. The Plumbing Board of Appeal is vested with the authority to issue, suspend or revoke licenses or registrations, not regulated by the state of Colorado, make reasonable interpretations, grant minor variances, hear appeals, and review performance of work under the adopted plumbing code. The Plumbing Board of Appeal shall be composed of a professional engineer registered in Colorado who specializes as a mechanical engineer, two Colorado Licensed plumbing contractors, and two Colorado licensed journeyman plumbers.

(c) Mechanical. The Mechanical Board of Appeal is vested with the authority to issue, suspend or revoke licenses or registrations, make reasonable interpretations, grant minor variances, hear appeals, and review performance of work under the adopted mechanical code. The Mechanical Board of Appeal shall be composed of a professional engineer registered in Colorado who specializes as a mechanical engineer, two contractors licensed under the adopted mechanical code or licensed gas installation contractors, and two licensed journeyman gas fitters or sheet metal workers or persons experienced in performing work under the mechanical code.

(d) Building. The Building Board of Appeal is vested with the authority to issue, suspend or revoke licenses or registrations, make reasonable interpretations, grant minor variances, hear appeals, and review performance or work under the adopted building code and such other minor or secondary building Codes as the member entities have adopted or may hereafter adopt. The Building Board of Appeal shall be composed of a professional engineer registered in Colorado who specializes in the field of structural design, an architect registered in Colorado, two licensed general contractors (one of whom shall be classified as unlimited), and a licensed journeyman in the building trades industry or a person experienced in performing work under the building code.

16. All inspectors for the electrical and plumbing codes shall be Colorado licensed masters in the building trades industry and experienced in performing work under the applicable code. Each inspector for the mechanical and building codes shall be certified by the International Code Council (ICC) as a residential inspector before date of hire and be certified as a commercial inspector within a stated period of time, not to exceed six months, as determined by the Commission, after commencing employment. Mechanical and building inspectors shall also be experienced in performing work under the applicable code. The Department shall establish and implement a program for continued education and training for all inspectors. Each major code shall have a chief inspector whose interpretation under such code shall be final unless appealed to the Board of Appeal for such code. The Building Official shall be the chief inspector under the adopted building code and such other minor or secondary building and construction Codes as the Parties have or may hereafter adopt with authority to designate another qualified employee of the Department as such chief inspector.

17. The Building Official shall, subject to the general supervision of the Commission, its adopted policies, and this IGA, be the chief executive and administrative officer of the Department, supervise all Department employees, maintain reports and records, act as Secretary to the Commission and each Board of Appeal and maintain permanent records of their meetings, and account for all fees and other monies collected by the Department.

18. Any person aggrieved by any ruling, decision, interpretation, or order of the Building Official or of a Chief Code Inspector shall have the right to appeal to the appropriate

Board of Appeal by filing a written appeal with the Building Official within fourteen (14) calendar days from the date of the ruling, decision, interpretation, or order. If such a notice is filed, the appropriate Board of Appeal shall set a time and place for a hearing, and by certified mail or personal service notify the party filing the appeal. The date of hearing shall be not more than thirty-five (35) calendar days after the filing of appeal. The hearing shall be open to the public and all interested persons shall be heard. The majority vote of the members of the appropriate Board of Appeal shall affirm, modify, or reverse any appealed ruling, decision, interpretation or order. The appropriate Board of Appeal may permit variance from the strict terms and provisions of the applicable code if such variance can be made without increasing the hazards to health or safety of persons or property and when the granting of such variance will not violate the intent and purposes of such code. Mere inconvenience to the applicant shall not be grounds for the granting of such variance.

19. Within twenty-eight (28) days after the entry of any decision or order of a Board of Appeal, the Building Official, Department, or any person who is aggrieved by such decision or order may seek to review the same in the District Court. Review shall not be extended further than to determine whether the Board has exceeded its jurisdiction or abused its discretion. Pending such appeal all such rulings or decisions shall remain in full force and effect unless stayed by order of Court.

20. Each Board of Appeal is empowered to determine the suitability of alternate materials and types of installations under its code and is also empowered to recommend to member entities new legislation relating to its code.

21. Each Board of Appeal shall meet as often as may be necessary for the proper performance of its duties. Each Board shall be empowered to adopt reasonable rules and regulations for conducting its meetings and affairs. A quorum of a Board shall consist of a majority of all of its members. Each Board shall elect a chairman and co-chairman annually and maintain permanent records of all its proceedings.

V. Financial Administration:

22. The Commission shall have custody and control of all movable equipment including without limitation automobiles, office equipment, furniture, fixtures and accessories. Such equipment shall be leased or purchased with revenues of the Department. The value of the Department's real, personal and liquid assets as of December 31, 2025 is estimated to be $5,067,708.30. In the event of termination of this IGA:

(a) Pueblo shall be paid first, before any other disbursement to member entities, the amount of $5,067,708.30. Payment may be made by the Department, any other member entity or through the sale of Department assets.

(b) Thereafter, any movable equipment and property owned or possessed by the Department shall be offered to the member entities in quantities as much as they shall desire at cost less depreciation. Any movable equipment remaining shall be offered at public sale to the highest offer and all proceeds therefrom distributed to the member

entities in direct proportion as the valuation of all construction work performed in each entity's jurisdiction was to the valuation of all work performed in the entire area under the jurisdiction of the Department for the final calendar year.

23. The Commission shall from time to time recommend to the governing bodies of the member entities a reasonable schedule of fees to be paid under the Codes for the issuance of permits, registrations, and licenses to perform construction, reconstruction, remodeling, alteration, demolition, or other work which is subject to the respective adopted Codes. The governing bodies of the member entities, after considering the Commission's recommendations and any other relevant information, adopt a reasonable schedule of fees to be paid to the Department for services rendered pursuant to this Agreement. It is the declared intention of this Agreement that such fees and the methods of computing such fees should be uniform in the member entities, to the extent possible. It is acknowledged, however, that costs of services rendered in the different jurisdictions may vary and therefore the fees established by each member entity may, in addition to the cost of inspection fees, provide for mileage, travel time, and other necessary expenses incurred. It is the intention of the member entities that the Department shall be self-supporting but not profit-making and that the fees bear a reasonable relationship to the costs of administration of the Codes.

24. All Federal, State and local governmental agencies, including member entities, shall take out and pay for permits for all construction work conducted by them requiring Department services. In the case of construction by Federal, State or local government agencies which require a resident professional engineer and inspectors full time on the site of construction, their written verification of Code compliance may be accepted by the Department for that project. A listing of these persons and their experience shall be submitted to the Department for review. Permit fees for such projects shall be based on actual expenses to the Department for services rendered including, but not limited to, the checking of plans, reviews, or other work considered necessary by the Building Official. Federal, State and local governmental agencies shall pay for complaint response services rendered by the Department, at the rate established by the Commission for that service.

25. All monies received by the Department shall be placed in a special fund from which all salaries and operating and capital expenses of the Department shall be paid. Accounts shall be kept of fees paid for permits and services rendered within each member entity jurisdiction. Accounts shall be kept using Standard Governmental Accounting Procedures.

26. To the extent possible, the Department's reserve balance shall be maintained at no less than twelve percent (12%) of the annual budget. The Commission shall cause a yearly review at budget time and, upon their projected findings to the year's end, adjust fees and permits, in accordance with paragraph 23, to maintain the desired Department cash balance.

VI. Miscellaneous:

27. Amendments. This IGA may be amended upon approval of the member entities by resolution or ordinance as may be required by the governing bodies of the member entities.

28. Effective Date. This IGA shall become effective upon January 1, 2026, and shall be in force and effect until December 31, 2027, and shall continue in full force and effect from year to

year thereafter unless terminated by mutual agreement of the member entities or operation of law.

29. Termination. This IGA may be terminated by mutual agreement of the member entities or by operation of law. If by mutual agreement, such mutual agreement shall be in writing and shall, at a minimum, set forth the valuation of all assets, the distribution of assets consistent with this Agreement, the provision of books, records, and management software to member entities, the transition process, and effective date of termination. The mutual agreement to terminate this Agreement must be approved by the governing body of each member entity by resolution or ordinance as applicable pursuant to the requirements of the respective member entity. Termination will occur by operation of law if the withdrawal of member entities makes it impossible for the Department to exist as a matter of law.

30. Withdrawal. Any member entity may withdraw from further participation in this Agreement by providing the other member entities notice of its intent to withdraw from the Agreement at least eleven (11) months before the end of the calendar year, such withdrawal to be effective on December 31 of the year in which notice is given. Except for Pueblo, which upon withdrawal shall be entitled to payment of its initial investment in the Department in the amount of $5,076,08.30 with such payment required to be made by the Department, any other member entity, or through the sale of Department assets, the withdrawing entity shall not be entitled to, nor receive any assets of the Department or any other form of reimbursement from the Department or any other member entity upon its withdrawal. The Department and remaining member entities shall cooperate and provide the withdrawing entity copies of all permits, inspections, and relevant information related to work performed, or in the process of being performed by the Department for the withdrawing entity to allow the withdrawing entity to take over services or transfer such services to a third party. Such withdrawal shall be effective as of December 31 of that year.

31. Agreement - 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.

32. Sovereign Immunity. The parties understand that liability of the Parties is controlled and limited by the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101, *et seq.*, and that no provision of this IGA is intended to limit or modify the application of immunity.

33. Jurisdiction and Venue. This IGA shall be governed by and construed in accordance with the laws of the state of Colorado. The parties consent and agree that jurisdiction and venue shall only be proper in Pueblo County.

34. Counterparts and Electronic Signatures. This IGA 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.

[Signature Page Follows]

CITY OF PUEBLO, a Municipal Corporation

By: _____
Heather Graham, Mayor
Date: _____

ATTEST:

_____
Marisa Stoller, City Clerk

APPROVED AS TO FORM:

_____
Carla L. Sikes, City Attorney

THE BOARD OF TRUSTEES, TOWN OF BOONE, COLORADO

By: _____
Print Name: _____
Its: _____
Date: _____

ATTEST:

_____

APPROVED AS TO FORM:

_____
Mark Ohlsen, Town Attorney

RESOLUTION NO. 2025-11-12

THE BOARD OF TRUSTEES OF THE TOWN OF BOONE, COLORADO

A RESOLUTION TO CONTRACT WITH THE CITY OF PUEBLO TO FORM A NEW BUILDING AUTHORITY "SOUTHERN COLORADO BUILDING DEPARTMENT." TO BECOME EFFECTIVE JANUARY 1, 2026.

CARL MESSENGER, Mayor

ANGIE PARKS, Mayor Pro Temp

JOHN BRECKENRIDGE, Trustee

CHARLOTTE BUCHANAN, Trustee

INTRODUCED, November 3, 2025

READ, AND ADOPTED, November 12, 2025

PUBLISHED, November 12, 2025

THE BOARD OF TRUSTEES OF THE

TOWN OF BOONE, COLORADO

ATTEST:

Kelly J Levar, Town Clerk

INTERGOVERNMENTAL AGREEMENT
FOR THE OPERATION OF THE SOUTHERN COLORADO BUILDING DEPARTMENT

THIS AGREEMENT ("Agreement" or "IGA") is made and entered into as of the last date signed below, by and between the CITY OF PUEBLO, a Colorado Municipal Corporation, (hereinafter "Pueblo") and THE TOWN OF BOONE, COLORADO, a Colorado statutory town (hereinafter "Boone"). The parties may be referred to as a "Member Entity".

WHEREAS, the City of Pueblo is a home rule city and Colorado municipal corporation organized and existing under and by virtue of Article XX of the Colorado Constitution; and

WHEREAS, Boone is a statutory town recognized and organized under the Colorado Constitution and granted such power and authority as set forth in Title 30 of the Colorado Revised Statutes; and

WHEREAS, it has been determined that a regional building department would best serve the citizens of Pueblo and Boone and would promote the public health, safety and welfare of the region; and

WHEREAS, Pueblo and Boone have and intend to adopt nearly identical building codes, to regulate and control all building construction, including but not limited to building, electrical, mechanical, heating, plumbing and other construction related activities, (collectively, the "Codes") in Pueblo and Boone; and

WHEREAS, it has been determined that joint facilities, personnel, committees and boards should be used and maintained for the administration and enforcement of each such building code to the extent determined appropriate by each Party and set forth herein.

NOW, THEREFORE, IT IS AGREED:

I. Organization

1. There is hereby established a joint facility, function and service under the authority of Section 29-1-203, C.R.S. (as amended), which shall be known as the Southern Colorado Building Department, (hereinafter "Department"). The function and responsibility of the Department shall be the administration and enforcement of the Codes of its member entities in accordance with this Agreement.

2. The governing body of the Department shall be known as the Building Commission (hereinafter "Commission"). The Commission shall consist of nine members: six appointed by the Mayor of the City of Pueblo subject to confirmation by the Pueblo City Council, one of whom shall be a City councilperson, and three jointly appointed by all member entities. The members of the Commission shall be appointed for staggered terms of three years, except that the term of a City councilperson shall expire when such person ceases to be a City councilperson. Any member may be removed with or without cause by the party who appointed such member. In the event of a vacancy, the party who appointed such member shall promptly appoint a successor member to fill the unexpired term of the vacant position.

3. The Department shall be a body politic and corporate, a separate and independent governmental and legal entity within the meaning of the intergovernmental cooperation provisions of the Colorado Constitution and statutes, and a "public entity" within the meaning of the Colorado Governmental Immunity Act and shall have the power to sue and be sued.

4. The Commission shall have and may exercise any and all of the following powers:

(a) Provide general supervision, administration and establish policy direction to the Department.

(b) Appoint the Building Official of the Department who shall serve at the pleasure of the Commission.

(c) Prepare or cause to be prepared the annual budget of the Department, reflecting estimates of revenues and expenditures for the coming calendar year, which shall be presented to the member entities prior to adoption of the same at a public hearing of the Commission after which funds shall be appropriated and expended in accordance with the budget. No budget shall be adopted, which requires supplemental funding from one or more of the member entities.

(d) Cause to be made an accounting and audit of the financial operations of the Department by an independent Certified Public Accountant at the end of each calendar year. The audit shall be provided to each member entity within fourteen (14) days of its completion.

(e) To lease property and office space for a term not to exceed five years to perform the duties and functions that have been delegated to it by each member entity as set forth herein. The Commission shall be authorized to execute lease agreements and other necessary documents to rent such property and office space, and to expend funds from its approved budget to lease property and office facilities.

(f) To purchase property and to construct a building to meet its future office and facility needs. Prior to acquiring property and constructing a building to carry out its functions and duties, the Commission shall obtain the written approval of the Mayor, Manager, or Administrator of each member entity concerning the location of such property and the size and financing of the construction of the building for the Department. If any member entity does not approve the Commission's property acquisition and building plans, such proposals shall be referred to the governing body for each member entity for final review and approval.

(g) Adopt such By-Laws, promulgate such Rules and Regulations and do all things necessary to the proper governance and administration of the Department.

(h) Meet at least monthly at a regular time to be established by the By-Laws of the Commission.

(i) Meetings of the Commission shall be public meetings subject to Section

24-6-401, et seq C.R.S. (as amended).

(j) Contingent upon authorization and approval by the member entities, to issue or reissue revenue bonds, notes or other obligations payable from the revenues derived from the functions, services, or facilities of the Department. The terms, conditions, details, sale and payment of such bonds, notes or other obligations, the procedures relating thereto, the pledge of revenues, and the refunding thereof shall be set forth in the Ordinance of the Pueblo City Council and Resolution of the Boone Town Board of Trustees authorizing said bonds, notes, and other obligations. The powers granted by this section to the Department shall not in any manner modify, limit or affect, either directly or indirectly, the powers and authorities of the member entities conferred by statute, charter or any other law. Notwithstanding anything in this subsection, the member entities shall not have any repayment obligation for any such bonds.

(k) The Department shall constitute an enterprise for purposes of Section 20 of Article X of the Colorado Constitution as long as the Department retains the authority to issue revenue bonds as provided in section 4 (i) above and receives under ten percent (10%) of annual revenue in grants from all Colorado state and local governments combined. So long as the Department constitutes an enterprise, the Department and all spending and revenue relating thereto including but not limited to fees and charges shall not be subject to any of the provisions of Section 20 of Article X of the Colorado Constitution.

(l) To make and enter into contracts that it may deem necessary or convenient for the exercise of its powers.

(m) To purchase, lease, sell or convey any personal property, equipment, or supplies it may deem necessary or convenient for the exercise of its powers.

(n) To obtain liability and casualty insurance.

(o) To appoint, hire and retain employees and independent agents, contractors, engineers and attorneys.

(p) To fix and from time to time increase or decrease fees, rates or charges for providing copies of public records as provided by law.

(q) To invest any of its funds not required for the immediate disbursement in any investment in which public bodies may legally invest funds subject to their control.

(r) To have and exercise all rights and powers necessary or incidental to or implied from the specific powers hereby granted.

II. Personnel:

5. The employees of the Department shall be responsible, through the duly appointed Building Official, to the Commission. The Commission shall be solely responsible for determining the number, compensation and benefits of Department employees and their

functions and duties.

6. The Commission may establish a retirement benefit program for its employees. Employer contributions to the Public Employees Retirement Association or other retirement benefit program shall be paid by the Department as an expense of the Department.

7. The Department may contract with any member entity or another entity, either public or private, for bookkeeping and records services and other services as the Commission deems necessary. The cost of such services shall be considered an expense of the Department.

8. By resolution, the Commission shall adopt personnel policies and procedures for the governance of employees of the Department. The personnel policies and procedures shall include, but not be limited to, such matters as hiring, discipline, grievance, compensation, holidays, vacation, sick time, leave of absence, and termination, participation in various forms of insurance.

III. Code Administration:

9. The parties agree that to the extent possible each will adopt Codes as nearly uniform as possible, and to that end each party will meet and confer with one another and seek recommendations from the Department before amending or adopting all applicable Codes. All license, building permit, plan review fees and inspection fees for activities within each member entity shall be established as provided by ordinance or resolution of the respective member entity.

10. The Department is charged with the administration of the Codes of each member entity as set forth below:

(a) City of Pueblo: The administration of the Codes adopted by Pueblo for application within its boundaries, except any applicable fire codes, including without limitation:

(i) Licensing or registration of building trade contractors, masters, and journeymen as defined in the respective Codes. (There shall be a single license or registration required to do work authorized by such license or registration within the City and all contractors shall furnish any bonds or insurance required by the City before being so licensed).

(ii) Collection of all fees authorized for Codes administered by the Department.

(iii) Checking of plans for Code compliance and issuance of building permits.

(iv) Inspections at construction site as required to assure Code compliance, including right of entry for such purposes.

(b) Town of Boone: The administration of the Codes adopted by Boone for application within its boundaries, except any applicable fire codes, including without limitation:

(i) Licensing or registration of building trade contractors, masters, and journeymen as defined in the respective Codes. (There shall be a single license or registration required to do work authorized by such license or registration within the Town).

(ii) Collection of all fees authorized for Codes administered by the Department.

(iii) Checking of plans for Code compliance and issuance of building permits.

(iv) Inspections at construction site as required to assure Code compliance, including right of entry for such purposes.

(v) Pueblo Fire Department, at the request of the Town Mayor or Board of Trustees, may provide fire inspections within the town limits as required to approve or finalize building permits by the Department.

11. The Department may contract with other incorporated municipalities, or counties, if any, to provide for the administration of building and construction Codes as adopted by said other governmental entity for application within its corporate boundary.

12. The Department is not charged with the enforcement of the Fire Code as adopted by any member entities. Each member entity shall be responsible for the enforcement of the Fire Code adopted by it for application within its respective boundaries.

13. Zoning and subdivision administration shall be the responsibility of each member entity and not of the Department.

IV. Review Boards:

14. There is hereby created for each of the electrical, plumbing, mechanical and building Codes a Board of Appeal consisting of five members (except for the electrical board which will consist of six members), three of which shall be appointed by Pueblo (or four members in the case of the electrical board) and the remaining two members to be jointly appointed by all member entities. Failure of any member entity to object to the jointly appointed members within 30 days of the date of the notice providing Parties the name of the proposed appointee(s) shall be considered consent to the appointment. The members shall be appointed for staggered terms of three years.

15. The function and composition of each Board of Appeal are as follows:

(a) Electrical. The Electrical Board of Appeal is vested with the authority to issue, suspend or revoke licenses or registrations, not regulated by the state of Colorado, make reasonable interpretations, grant minor variances, hear appeals, and review performance of work under the adopted electrical code. The Electrical Board of Appeal shall be composed of a professional engineer registered in Colorado who specializes as an electrical engineer, two Colorado licensed electrical contractors, two Colorado licensed journeyman electricians, and an electrical engineer or journeyman electrician who is an employee of an electric utility company doing business in the City or County of Pueblo.

(b) Plumbing. The Plumbing Board of Appeal is vested with the authority to issue, suspend or revoke licenses or registrations, not regulated by the state of Colorado, make reasonable interpretations, grant minor variances, hear appeals, and review performance of work under the adopted plumbing code. The Plumbing Board of Appeal shall be composed of a professional engineer registered in Colorado who specializes as a mechanical engineer, two Colorado Licensed plumbing contractors, and two Colorado licensed journeyman plumbers.

(c) Mechanical. The Mechanical Board of Appeal is vested with the authority to issue, suspend or revoke licenses or registrations, make reasonable interpretations, grant minor variances, hear appeals, and review performance of work under the adopted mechanical code. The Mechanical Board of Appeal shall be composed of a professional engineer registered in Colorado who specializes as a mechanical engineer, two contractors licensed under the adopted mechanical code or licensed gas installation contractors, and two licensed journeyman gas fitters or sheet metal workers or persons experienced in performing work under the mechanical code.

(d) Building. The Building Board of Appeal is vested with the authority to issue, suspend or revoke licenses or registrations, make reasonable interpretations, grant minor variances, hear appeals, and review performance or work under the adopted building code and such other minor or secondary building Codes as the member entities have adopted or may hereafter adopt. The Building Board of Appeal shall be composed of a professional engineer registered in Colorado who specializes in the field of structural design, an architect registered in Colorado, two licensed general contractors (one of whom shall be classified as unlimited), and a licensed journeyman in the building trades industry or a person experienced in performing work under the building code.

16. All inspectors for the electrical and plumbing codes shall be Colorado licensed masters in the building trades industry and experienced in performing work under the applicable code. Each inspector for the mechanical and building codes shall be certified by the International Code Council (ICC) as a residential inspector before date of hire and be certified as a commercial inspector within a stated period of time, not to exceed six months, as determined by the Commission, after commencing employment. Mechanical and building inspectors shall also be experienced in performing work under the applicable code. The Department shall establish and implement a program for continued education and training for all inspectors. Each major code shall have a chief inspector whose interpretation under such code shall be final unless appealed to the Board of Appeal for such code. The Building Official shall be the chief inspector under the adopted building code and such other minor or secondary building and construction Codes as the Parties have or may hereafter adopt with authority to designate another qualified employee of the Department as such chief inspector.

17. The Building Official shall, subject to the general supervision of the Commission, its adopted policies, and this IGA, be the chief executive and administrative officer of the Department, supervise all Department employees, maintain reports and records, act as Secretary to the Commission and each Board of Appeal and maintain permanent records of their meetings, and account for all fees and other monies collected by the Department.

18. Any person aggrieved by any ruling, decision, interpretation, or order of the Building Official or of a Chief Code Inspector shall have the right to appeal to the appropriate

Board of Appeal by filing a written appeal with the Building Official within fourteen (14) calendar days from the date of the ruling, decision, interpretation, or order. If such a notice is filed, the appropriate Board of Appeal shall set a time and place for a hearing, and by certified mail or personal service notify the party filing the appeal. The date of hearing shall be not more than thirty-five (35) calendar days after the filing of appeal. The hearing shall be open to the public and all interested persons shall be heard. The majority vote of the members of the appropriate Board of Appeal shall affirm, modify, or reverse any appealed ruling, decision, interpretation or order. The appropriate Board of Appeal may permit variance from the strict terms and provisions of the applicable code if such variance can be made without increasing the hazards to health or safety of persons or property and when the granting of such variance will not violate the intent and purposes of such code. Mere inconvenience to the applicant shall not be grounds for the granting of such variance.

19. Within twenty-eight (28) days after the entry of any decision or order of a Board of Appeal, the Building Official, Department, or any person who is aggrieved by such decision or order may seek to review the same in the District Court. Review shall not be extended further than to determine whether the Board has exceeded its jurisdiction or abused its discretion. Pending such appeal all such rulings or decisions shall remain in full force and effect unless stayed by order of Court.

20. Each Board of Appeal is empowered to determine the suitability of alternate materials and types of installations under its code and is also empowered to recommend to member entities new legislation relating to its code.

21. Each Board of Appeal shall meet as often as may be necessary for the proper performance of its duties. Each Board shall be empowered to adopt reasonable rules and regulations for conducting its meetings and affairs. A quorum of a Board shall consist of a majority of all of its members. Each Board shall elect a chairman and co-chairman annually and maintain permanent records of all its proceedings.

V. Financial Administration:

22. The Commission shall have custody and control of all movable equipment including, without limitation automobiles, office equipment, furniture, fixtures and accessories. Such equipment shall be leased or purchased with revenues of the Department. The value of the Department's real, personal and liquid assets as of December 31, 2025 is estimated to be $5,067,708.30. In the event of termination of this IGA:

(a) Pueblo shall be paid first, before any other disbursement to member entities, the amount of $5,067,708.30. Payment may be made by the Department, any other member entity or through the sale of Department assets.

(b) Thereafter, any movable equipment and property owned or possessed by the Department shall be offered to the member entities in quantities as much as they shall desire at cost less depreciation. Any movable equipment remaining shall be offered at public sale to the highest offer and all proceeds therefrom distributed to the member entities in direct proportion as the valuation of all construction work performed in each entity's jurisdiction was to the valuation

of all work performed in the entire area under the jurisdiction of the Department for the final calendar year.

23. The Commission shall from time to time recommend to the governing bodies of the member entities a reasonable schedule of fees to be paid under the Codes for the issuance of permits, registrations, and licenses to perform construction, reconstruction, remodeling, alteration, demolition, or other work which is subject to the respective adopted Codes. The governing bodies of the member entities, after considering the Commission's recommendations and any other relevant information, adopt a reasonable schedule of fees to be paid to the Department for services rendered pursuant to this Agreement. It is the declared intention of this Agreement that such fees and the methods of computing such fees should be uniform in the member entities, to the extent possible. It is acknowledged, however, that costs of services rendered in the different jurisdictions may vary and therefore the fees established by each member entity may, in addition to the cost of inspection fees, provide for mileage, travel time, and other necessary expenses incurred. It is the intention of the member entities that the Department shall be self-supporting but not profit-making and that the fees bear a reasonable relationship to the costs of administration of the Codes.

24. All Federal, State and local governmental agencies, including member entities, shall take out and pay for permits for all construction work conducted by them requiring Department services. In the case of construction by Federal, State or local government agencies which require a resident professional engineer and inspectors full time on the site of construction, their written verification of Code compliance may be accepted by the Department for that project. A listing of these persons and their experience shall be submitted to the Department for review. Permit fees for such projects shall be based on actual expenses to the Department for services rendered including, but not limited to, the checking of plans, reviews, or other work considered necessary by the Building Official. Federal, State and local governmental agencies shall pay for complaint response services rendered by the Department, at the rate established by the Commission for that service.

25. All monies received by the Department shall be placed in a special fund from which all salaries and operating and capital expenses of the Department shall be paid. Accounts shall be kept of fees paid for permits and services rendered within each member entity jurisdiction. Accounts shall be kept using Standard Governmental Accounting Procedures.

26. To the extent possible, the Department's reserve balance shall be maintained at no less than twelve percent (12%) of the annual budget. The Commission shall cause a yearly review at budget time and, upon their projected findings to the year's end, adjust fees and permits, in accordance with paragraph 23, to maintain the desired Department cash balance.

VI. Miscellaneous:

27. Amendments. This IGA may be amended upon approval of the member entities by resolution or ordinance as may be required by the governing bodies of the member entities.

28. Effective Date. This IGA shall become effective upon January 1, 2026, and shall be in force and effect until December 31, 2027, and shall continue in full force and effect

from year to year thereafter unless terminated by mutual agreement of the member entities or operation of law.

29. Termination. This IGA may be terminated by mutual agreement of the member entities or by operation of law. If by mutual agreement, such mutual agreement shall be in writing and shall, at a minimum, set forth the valuation of all assets, the distribution of assets consistent with this Agreement, the provision of books, records, and management software to member entities, the transition process, and effective date of termination. The mutual agreement to terminate this Agreement must be approved by the governing body of each member entity by resolution or ordinance as applicable pursuant to the requirements of the respective member entity. Termination will occur by operation of law if the withdrawal of member entities makes it impossible for the Department to exist as a matter of law.

30. Withdrawal. Any member entity may withdraw from further participation in this Agreement by providing the other member entities notice of its intent to withdraw from the Agreement at least eleven (11) months before the end of the calendar year, such withdrawal to be effective on December 31 of the year in which notice is given. Except for Pueblo, which upon withdrawal shall be entitled to payment of its initial investment in the Department in the amount of $5,076,08.30 with such payment required to be made by the Department, any other member entity, or through the sale of Department assets, the withdrawing entity shall not be entitled to, nor receive any assets of the Department or any other form of reimbursement from the Department or any other member entity upon its withdrawal. The Department and remaining member entities shall cooperate and provide the withdrawing entity copies of all permits, inspections, and relevant information related to work performed, or in the process of being performed by the Department for the withdrawing entity to allow the withdrawing entity to take over services or transfer such services to a third party. Such withdrawal shall be effective as of December 31 of that year.

31. Agreement - 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.

32. Sovereign Immunity. The parties understand that liability of the Parties is controlled and limited by the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101, *et seq.*, and that no provision of this IGA is intended to limit or modify the application of immunity.

33. Jurisdiction and Venue. This IGA shall be governed by and construed in accordance with the laws of the state of Colorado. The parties consent and agree that jurisdiction and venue shall only be proper in Pueblo County.

34. Counterparts and Electronic Signatures. This IGA 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.

CITY OF PUEBLO, a Municipal Corporation

By: _____
Heather Graham, Mayor

Date: _____

ATTEST:

_____
Marisa Stoller, City Clerk

APPROVED AS TO FORM:

_____
Carla L. Sikes, City Attorney

THE BOARD OF TRUSTEES, TOWN OF BOONE, COLORADO

By: Carl Messner

Print Name: Carl Messner

Its: Mayor

Date: 11-12-25

ATTEST: Kelly Johnson

APPROVED AS TO FORM:

_____
Mark Ohlsen, Town Attorney

Docusign Envelope ID: 64B5893D-3713-4155-B5DA-14C4B9F2E24F

City Clerk's Office Item # R10

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: Carla Sikes, City Attorney

SUBJECT: 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

SUMMARY:

Attached is an Ordinance amending Chapter 1 of Title IV and other related provisions of the Pueblo Municipal Code to reflect changes resulting from the intergovernmental agreement with the Town of Boone and creation of the Southern Colorado Building Department.

PREVIOUS COUNCIL ACTION:

None.

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.

An intergovernmental agreement with a new partner is needed to create a successor independent building department. PRBD currently provides service to the Town of Boone. The Town of Boone is satisfied with the service and has expressed an interest in

Docusign Envelope ID: 64B5893D-3713-4155-B5DA-14C4B9F2E24F

entering an intergovernmental agreement with the City. The Boone Town Board will meet to consider the intergovernmental agreement on Monday, November 17, 2025. If approved, the City of Pueblo and Town of Boone will be the initial member entities to the intergovernmental agreement but the agreement allows other local governments to join the agreement in the future.

The intergovernmental agreement will establish a new regional building department called Southern Colorado Building Department ("SCBD"). SCBD will operate the same as, or substantially similar to PRBD at no cost to the member entities. SCBD will perform all the services currently being provided by PRBD, including but not limited to issuing building permits, licensing contractors, and performing building inspections. The intergovernmental agreement will be effective January 1, 2026.

The attached ordinance makes the necessary changes to the Pueblo Municipal Code required by the new contract with the Town of Boone and the change to the Southern Colorado Building Department.

FINANCIAL IMPLICATIONS:

None.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

City Council could deny the Ordinance.

RECOMMENDATION:

Approval is recommended.

ATTACHMENTS:

1. **Ordinance Amending Title IV for IGA with Boone**

Docusign Envelope ID: 64B5893D-3713-4155-B5DA-14C4B9F2E24F

ORDINANCE NO. 11082

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

BE IT ORDAINED BY THE CITY COUNCIL OF PUEBLO, that: (brackets indicate matter being deleted, underscoring indicates new matter being added)

SECTION 1.

Chapter 1 of Title IV of the Pueblo Municipal Code is amended to read as follows:

Chapter 1 Building Department Administration and Contractor's Licenses

Article I General Provisions

Sec. 4-1-1. Title.

This Chapter shall be known as the "Building Department Administration and Contractor's Licensing Codes," may be cited as such and may be referred to herein as "this Chapter."

ec. 4-1-2. Definitions.

(a) *Department* means the **[**Pueblo Regional**]** **Southern Colorado** Building Department.

(b) *Commission* means the **[**Pueblo Regional**]** **Southern Colorado** Building Commission.

(c) *Building Official* means the Building Official appointed by the Commission or the Building Official's authorized representative.

(d) *Chief Inspector* means the person designated by the Building Official as the Chief Inspector for each of the major codes.

(e) *Major codes* means the International Building Code as adopted with amendments by Chapter 2 of this Title, herein International Building Code; the International Residential Code as adopted with amendments by Chapter 6 of this Title; herein International Residential Code, the National Electrical Code as adopted with amendments by Chapter 3 of this Title, herein National Electrical Code; the International Plumbing Code as adopted with amendments by Chapter 4 of this Title, herein

Docusign Envelope ID: 64B5893D-3713-4155-B5DA-14C4B9F2E24F

International Plumbing Code; and the International Mechanical Code as adopted with amendments by Chapter 5 of this Title, herein International Mechanical Code.

(f) *Minor or secondary codes* means any other building code which is adopted by reference, directly or indirectly, in whole or in part by ordinance or by express provisions of a major code including without limitation, the Unsafe Structures Regulations, Chapter 7 of this Title, herein Unsafe Structures Regulations; the International Property Maintenance Code as adopted with amendments by Chapter 1 of Title VIII of this Code, herein International Property Maintenance Code; and the International Energy Conservation Code.

(g) *Agreement* means the **Intergovernmental Agreement for the Operation of the Southern Colorado Building Department** [amended and restated agreement] entered into **November 24, 2025** [June 1, 2012], by and between the City of Pueblo, Colorado, a municipal corporation and the **Town of Boone, Colorado, a statutory town** [Board of County Commissioners of the County of Pueblo, Colorado], pursuant to resolution and ordinance duly adopted and under the authority of Section 29-1-203, C.R.S. Whenever the phrase "Board of Appeals" appears in Title IV of this Code or in any major or minor or secondary code, the same shall be taken and construed to mean the applicable Board of Review created by the agreement which created the [Pueblo Regional] **Southern Colorado** Building Department.

(h) *Board* means the Electrical Board of Review, Plumbing Board of Review, Mechanical Board of Review or the Building Board of Review established by the Agreement as the context of this Chapter or the Agreement so requires.

(i) *Person* means a natural person eighteen (18) years of age or older or an organization.

(j) *Organization* means a corporation, trust, partnership or association, two (2) or more persons having a joint or common interest, or any other legal or commercial entity.

(k) *City* means the City of Pueblo, Colorado, a municipal corporation.

(l) [*County*] ***Town*** means the **Town** Board of **the Town of Boone, Colorado** [County Commissioners of the County of Pueblo, Colorado, or the County of Pueblo].

(m) *Construction work* means and includes any and all work or services performed or to be performed in the building, constructing, altering, renovating, modifying, repairing, moving, wrecking, demolishing or adding additions to any building or structure.

(n) *Construction business* means engaging in, undertaking or offering to undertake the performance of construction work.

(o) *Administrative authority, responsible official, Building Official, Chief Inspector, Code Enforcement Officer,* or other similar term used in this Chapter or any

Docusign Envelope ID: 64B5893D-3713-4155-B5DA-14C4B9F2E24F

major code or minor code shall be construed to mean the Building Official or the Building Official's authorized representative where the context so requires or the source so indicates.

(p) *Deputy, assistant, authorized representative* or other similar term used in this Chapter or any major code or minor code shall be construed to mean the authorized representative of the Building Official where the context so requires.

(q) *Supporting authority, governing body, jurisdictional authority* or other similar term used in this Chapter or any major code or minor code shall be construed to mean the City or the Department where the context so requires or the source so indicates.

(r) *Jurisdiction* used in this Chapter or any major or minor code shall be construed to mean the City of Pueblo, Colorado.

Sec. 4-1-3. Department.

The Department is created by the agreement which is incorporated herein as if set out in full. The agreement establishes the Commission as the governing body of the Department with authority to appoint the Building Official.

Sec. 4-1-4. Building Official.

(a) The Building Official is hereby authorized, empowered and directed to interpret and enforce all provisions of this Chapter and each major code or minor code.

(b) Permits issued for the construction work authorize the construction work to be performed pursuant to the requirements of this Title and do not create any right or vest any property interest in the person to whom the permit is issued (the "Permittee") or the owner of the property upon which the construction work is to be performed (the "Owner"). Upon receipt of written notice by the Department signed by the Owner, or the general contractor if the Permittee is a subcontractor, that the Permittee has been discharged from further performance of the construction work, or has abandoned the construction work, the Building Official shall cancel the permit and notify the permittee in writing by first class mail addressed to the Permittee at the Permittee's address appearing on the permit, that the permit has been cancelled.

Sec. 4-1-5. Chief Inspector.

The Building Official shall designate a Chief Inspector of each major code. The Chief Inspector of each major code subject to the direction and authority of the Building Official is hereby authorized to interpret and enforce all provisions of the major codes for which the Chief Inspector is appointed Chief Inspector. The Chief Inspector's interpretation under such code shall be final unless appealed to the Board of Review for such code. The Building Official or the Building Official's authorized representative shall be the Chief Inspector of the International Building Code, the International Residential Code and all minor codes and is authorized to interpret and enforce the International Building Code, the International Residential Code and all minor codes.

Docusign Envelope ID: 64B5893D-3713-4155-B5DA-14C4B9F2E24F

Sec. 4-1-6. Board of Appeals.

The Board of Appeals of each major and minor code is hereby authorized, empowered and directed to perform the duties set forth in the agreement and this Chapter.

Sec. 4-1-7. Reports and records.

The Building Official shall keep complete records of all licenses, permits, inspections, reinspections, fees and other monies collected and other official actions performed under the agreement or this Chapter. The Building Official or the Building Official's duly authorized representative shall act as secretary to the Commission and Boards of Appeal and keep an accurate and permanent record of all proceedings before the Commission and Boards of Appeal. All records and reports of the Department shall be public records.

Sec. 4-1-8. Appeals and authority of Board of Appeals.

(a) Any person aggrieved by any decision or order of the Building Official or the Building Official's authorized representative or any chief inspector relating to the enforcement or interpretation of this Code or any minor code or major code may appeal such decision or order to the appropriate Board of Appeals. Every such appeal shall be perfected within ten (10) calendar days of the date of the decision or order appealed from by filing with the Building Official in duplicate a written appeal upon a form to be provided by the Department and the payment of an appeal fee. The appeal shall state the decision or order being appealed. The Building Official shall upon receipt thereof transmit to the appropriate Board the written appeal and all related Department records.

(b) A perfected appeal shall not stay any action or proceedings in connection with the decision or order appealed from, unless and until the Building Official shall certify in writing to the appropriate Board that performance of the work in violation or contrary to the order or decision would not increase the hazard to the health or safety of persons or property. In that event, all actions and proceedings in connection with the decision or order shall be stayed until ordered otherwise by the Board or a court of competent jurisdiction. Any work performed in violation of or contrary to the decision or order appealed from shall be removed or corrected if the Board affirms such decision or order. The fact that such work continued after the issuance of the order or decision and pending appeal shall not be considered by the Board as a mitigating or extenuating circumstance.

(c) The Board shall set a time and place for a hearing on the appeal which shall not be more than thirty (30) days after perfection of the appeal. Notice of the hearing shall be given by the Building Official to the appellant by first class mail addressed to the appellant at the address set forth in the appeal. The hearing shall be open to the public, and all interested persons shall be entitled to be heard. The Board by majority vote of all of its members may sustain, modify or reverse any appealed decision or order.

(d) The Department, the Commission, the appellant and any other person aggrieved by the order or decision of the Board may seek review thereof within twenty-eight (28) days after entry of the Board's order or decision pursuant to Rule 106(a)(4), C.R.C.P. in the District Court in and for the County of Pueblo, Colorado. Review shall not be extended further than to determine whether the Board exceeded its jurisdiction or

Docusign Envelope ID: 64B5893D-3713-4155-B5DA-14C4B9F2E24F

abused its discretion. The decision or order of the Board shall remain in full force and effect pending appeal unless stayed by order of the District Court.

(e) A Board of Appeals may grant a variance from the strict terms and provisions of the involved code to avoid extreme hardship, provided such variance can be granted without increasing the hazards to health or safety of persons or property and if such variance will not violate the intent and purpose of such code. Mere inconvenience to a person shall not be grounds for granting a variance.

(f) A Board of Appeals is authorized to determine the suitability of alternate materials, methods or installation under that code which the Board is empowered to enforce and to recommend to the Commission new legislation relating to such code or this Chapter.

(g) The Building Official shall enforce and execute all orders and decisions of the Boards of Appeals.

Sec. 4-1-9. Owner obtained permits.

The record owner of a single-family dwelling or manufactured home, including the usual accessory buildings and quarters used exclusively for living purposes, may perform construction work on such dwelling or manufactured home without a license provided the dwelling or manufactured home upon which the work is to be performed will be occupied by the owner as the owner's principal place of residence, and a permit is issued by the Department for such work. No building permit shall be issued to an owner to construct a new single-family dwelling or manufactured home more often than once every thirty-six (36) months after the date of the Certificate of Occupancy.

Sec. 4-1-10. Manufactured structures.

(a) Permits Required. The installation of factory-built structures shall comply with all applicable zoning laws and regulations and all provisions of the Building Code, except that plans for the Manufactured Housing Units are not required when either of the following items are provided to the Department.

(1) A data compliance sheet for HUD-approved manufactured housing units.

(2) A copy of the Colorado approved label (seal) with the legible factory-built certification number.

(b) Seal. A Colorado Division of Housing approval label (seal) must be permanently affixed to each factory-built structure.

(c) Inspection and Notice. The National Manufactured Housing Construction and Safety Standards Act of 1974, 42 USCA, Section 5401 to 5426 and the Colorado Housing Act of 1980 as amended, Title 24, Article 32, Part 7, C.R.S. preempt the Building Code in relation to manufactured structures and therefore the Department does not inspect them. However, the Department shall inspect the foundation, installation of utilities and the installation of the factory-built structures to the foundation.

Docusign Envelope ID: 64B5893D-3713-4155-B5DA-14C4B9F2E24F

(1) The following notices shall be given to all persons applying for any permit relating to manufactured homes and factory-built structures from any agency of the City:

"In accordance with Federal and Colorado law, this manufactured structure has not been inspected by the [Pueblo Regional] **Southern Colorado** Building Department and may or may not meet requirements of the Pueblo Building Codes.

"It shall be the obligation of the permit applicant to forward this notice to the owner of the manufactured home or factory-built structure."

(2) The notice set forth in Paragraph (1) above shall be permanently installed in a visible location by the permit applicant adjacent to the data plate required by the Federal Act or in the furnace closet on manufactured structures.

Article II Licenses and Registration

Sec. 4-1-11. Licenses required.

Except as specifically otherwise provided in this Code:

(1) It shall be unlawful for any person to perform construction work or to engage in the construction business within the City without first having received the appropriate license or registration from the appropriate Board.

(2) It shall be unlawful for any person to hire, employ, contract with or engage another person to perform any construction work unless the person so hired, employed, contracted with or engaged to perform construction work shall be licensed or registered as provided in this Code.

(3) Any person who for hire or gain of any kind, shall hold himself or herself out to or contract with any other person to do any act for which a license or registration is required by this Code shall be presumed to be engaged in the construction business or in the performance of construction work.

(4) It shall be unlawful for any person licensed to engage in the construction business under this Code to whom a permit has been issued for construction work at a construction site to fail to give notice that such person is performing construction work at such site by posting a notice to that effect in some conspicuous place at the site or by identifying all trucks or vehicles used at the site with the licensed person's name in legible letters at least two (2) inches in height.

(5) It shall be unlawful for any person to advertise in any manner or use the title of a Journeyman, Master or Contractor without being licensed or registered in that field of construction as set forth in this Chapter.

Docusign Envelope ID: 64B5893D-3713-4155-B5DA-14C4B9F2E24F

Sec. 4-1-12. Applications for examinations.

Any person who desires to be licensed or registered to engage in the construction business or to perform construction work, for whom a license or registration is required by this Code or any major code or minor code shall apply to the Building Official on application forms furnished by the Department. The completed application form shall include the name of the applicant, the applicant's home and business addresses and a brief resume of the applicant's education, training and experience or such other information as may be reasonably required by the Board.

Sec. 4-1-13. Investigation of applicant by Board.

The appropriate Board shall examine the applicant and investigate or cause to be investigated the character, training, experience and financial responsibility of the applicant for the license and the organization for which such applicant is employed if such organization is responsible for the work performed by the applicant. A license shall not be issued if the applicant fails to pass the requisite examination, if any, or if the application and other evidence before the Board indicate the applicant lacks experience, training or financial responsibility and such deficiency indicates in the judgment of the appropriate Board a danger to the public health, safety or welfare, or indicates the applicant is not qualified or capable to engage in the construction business or to perform the construction work for which the applicant seeks a license. In examining applicants, the Board may utilize examinations adopted or approved by the International Code Council, Inc., 4051 West Flossmoor Road, Country Club Hills, IL 60478.

Sec. 4-1-14. Reserved.

Sec. 4-1-15. License fees and expiration dates.

(a) The fees and charges for licenses, examinations, permits, inspections, reinspections and all other services or activities performed by the Department, the Building Official and the Boards shall be established by the resolution of the City Council. Unless specifically provided otherwise in this Title IV or in any major code or minor code, no fee or charge shall be pro-rated or refunded.

(b) Before any license or registration is issued, the applicant shall pay an annual license or registration fee. All licenses or registrations shall become delinquent on December 31 of the year issued and shall be renewed annually upon application and payment of the license or registration fee; subject, however, to the following limitations:

(1) Renewal fees.

a. For all licenses renewed between December 1 and January 31 of the following year, the fee shall be equal to the annual fee.

b. For licenses renewed between February 1 and March 31 of each year, the fee shall be the annual license fee plus a penalty of fifty percent (50%) of the annual fee.

Docusign Envelope ID: 64B5893D-3713-4155-B5DA-14C4B9F2E24F

c. For licenses renewed between April 1 and May 31 of each year, the fee shall be twice the annual license fee. No license or registration shall be renewed after June 1.

(2) Application fee. An application fee as set by City Council shall be paid when an application is submitted to the Department. After review and acceptance of the application, the applicant will be notified of the outcome.

(c) No permit shall be issued to:

(1) Any unlicensed or unregistered person engaged in the construction business;

(2) Any person who has failed to obtain a license required under Title IX of the Code with respect to any permit to perform work activities in the City;

(3) Any licensed or registered person who is delinquent in paying the annual license or registration fee, who has failed to comply with a provisional order, whose license or registration is suspended or revoked, who is in any manner indebted to the Department or whose insurance has expired; or

(4) Any licensed or registered person who is in any manner indebted to the City including without limitation any licensed or registered person who is delinquent to the City for any taxes imposed pursuant to Title XIV of the Code.

Sec. 4-1-16. Reserved.

Sec. 4-1-17. Insurance requirements.

(a) Before any license or registration shall be issued to engage in the construction business or to perform construction work, an applicant shall file with the Building Official a certificate of Commercial General Liability insurance with personal injury and property damage limits at a combined single limit of not less than two hundred fifty thousand dollars ($250,000) per occurrence and five hundred thousand dollars ($500,000) aggregate. Products and completed operations are not required to be part of this policy. In addition, before any such license or registration is issued, the applicant shall file proof that the applicant has obtained Workers' Compensation Insurance as required by and in accordance with the laws of the State.

(b) Such insurance certificates shall include the policy numbers, the name of the applicant, the effective and expiration dates, the limits of such policies and a description of coverage by the insurance carrier. The **[**Pueblo Regional**]** **Southern Colorado** Building Department shall be listed as the certificate holder.

Sec. 4-1-18. Revocation or suspension of a contractor's license; causes; hearing.

(a) Any license or registration issued pursuant to this Chapter may be revoked or suspended by the appropriate Board, or when so provided by the Building Official, after notice and hearing, for any of the following causes:

Docusign Envelope ID: 64B5893D-3713-4155-B5DA-14C4B9F2E24F

(1) Abandonment of a contract without legal justification.

(2) Diversion or misapplication of funds or property received to perform or complete a contract or for a specified purpose in the performance or completion of a contract; application or use of such funds for any other contract, obligation or purpose; or the failure, neglect or refusal to use such funds or property to perform or complete such contract.

(3) Substantial departure from, or disregard of plans or specifications in any material respect, without consent of the owner or the owner's duly authorized representative.

(4) Willful or deliberate disregard or violation of applicable major codes or minor codes.

(5) Failure to comply with any lawful order of the Building Official or a Chief Inspector.

(6) Failure to keep records for a period of one (1) year after completion of each separate contract, showing all receipts and disbursements of the licensee or registrant in all transactions as a contractor, and to produce the same for examination by the appropriate Board when required.

(7) Fraud or misrepresentation of a material fact by applicant in obtaining a license or registration.

(8) Committing any willful or fraudulent act by the licensee or registrant as a contractor.

(9) Using a license or registration to obtain permits for another reason.

(10) Carelessness or negligence in providing reasonable safety measures to protect workers or the public.

(11) Canceling or not renewing required insurance coverage: provided; however, that such license or registration shall only be suspended for this cause, and shall be reinstated upon refilling proof of insurance as approved by the Building Official.

(12) Being convicted of a felony relating to performing construction contract.

(13) Failing to timely pay any indebtedness or obligation owed to the Department; provided, however, that such license or registration shall only be suspended for this cause and shall be reinstated upon payment of such debt or obligation.

(14) Failing to notify the Building Department of a change of address and/or telephone number, provided however, that such license or registration shall

Docusign Envelope ID: 64B5893D-3713-4155-B5DA-14C4B9F2E24F

only be suspended for this cause and shall be reinstated upon notification of said new address and/or telephone number. Three (3) violations of this Subsection will cause the Board of Appeals to review license for further disciplinary action.

(b) Upon receiving a report that any of the above causes have been committed, the appropriate Board may issue a provisional order to comply to the contractor or registrant, or, in its discretion, the Board may proceed directly to a hearing, as provided in Subsection (c).

(c) Notice of hearing for revocation of a license or registration shall be given in writing, setting forth specifically the causes or grounds of the complaint and the time and place of the hearing. Such notice may be served personally on the licensee or registrant or may be sent by first class mail, postage prepaid, to the licensee's or registrant's address shown on the records of the Department, at least five (5) days before the hearing.

(d) If the Board finds against the registrant or licensee, the Board in its sole discretion may suspend, revoke, or decline to renew the license or registration. If a license or registration is suspended, the Board may assess a suspension for any period up to six (6) months. If the license or registration is to be revoked, another such license or registration shall not be issued to such person within a period to be determined by the Board not to exceed twenty-four (24) months after the effective date of revocation.

(e) Within twenty-eight (28) days after any decision or order of the appropriate Board, the Building Official, licensee or registrant or any person who is aggrieved by such decision or order may seek review pursuant to Rule 106 (a)(4) of the Colorado Rules of Civil Procedure in the District Court for the County. Review shall not be extended further than to determine whether the Board exceeded its jurisdiction or abused its discretion.

Sec. 4-1-19. License and registration; nontransferable.

No license or registration issued under this Code shall be transferable. It shall be unlawful for any licensee or registrant to transfer or attempt to transfer such license or registration or to allow it to be used, directly or indirectly, by another person. The license or registration of any organization shall remain in effect only during the time the person who was examined therefor remains a full-time active employee of such licensee or registrant. Whenever the examinee, that is, the person who was examined for such license or registration, ceases to be a full-time active employee of the licensee or registrant, such person shall immediately notify in writing, the Building Official. Failure to timely notify the Building Official shall be grounds to suspend or revoke the license or registration.

Article III Contractor's License

Sec. 4-1-20. Contractor's license.

It shall be unlawful for any person to engage in any construction business in the City without first obtaining a contractor's license or registration issued by the Department and, if required by this Code, after qualification and examination by the appropriate Board of Appeals.

Docusign Envelope ID: 64B5893D-3713-4155-B5DA-14C4B9F2E24F

Sec. 4-1-21. Building contractors.

For the purpose of providing for the regulation and licensing of building contractors, building contractors are divided into classes as follows:

(1) Building Contractor-A (General). The holder of this license is authorized to construct, alter or repair any type or size of structure permitted by the International Building Code, as amended.

(2) Building Contractor-B (General Limited). The holder of this license is authorized to construct, alter or repair any structure covered by the International Building Code except buildings requiring type I or II fire construction, or buildings in occupancy groups A-1, A-2, A-3 with an occupant load of three hundred (300) or more, E or I as defined in the International Building Code, as amended.

(3) Building Contractor-C (Home Builder). The holder of this license is authorized to construct, alter or repair buildings of three (3) stories or fewer in R-3 and U occupancies as defined in the International Residential Code, as amended.

(4) Building Contractor-D (Specialty). A holder of this license is authorized only to perform construction work in the trade or particular kind of construction work specified in the specialty license and such other work as may be incidental thereto, but such holder shall not contract to do any work other than that specified in such license. Nothing in this Chapter shall prohibit the issuance of one (1) or more specialty licenses for different trades or particular kinds of work to the same person provided, however, that such person shall be first duly examined and qualified by the appropriate board as to each trade or particular kind of construction work.

(5) Apprentices. Apprentices or trainees employed to assist a licensed building contractor need not be licensed, provided such apprentice or trainee performs such work under the supervision of the contractor or an employee of the contractor qualified to perform such work. A licensed contractor who employs any apprentice or trainee shall be responsible for the work performed by such apprentice or trainee.

Sec. 4-1-22. Electrical contractors.

(a) It shall be unlawful for any person to perform electrical work or engage in the business of an electrical contractor within the City without first being currently registered as an electrical contractor with the Department. A person may register as an electrical contractor upon showing a current Colorado electrical contractor's license and the name and address of the master electrician under whose name the contractor has qualified. No electrical contractor shall be registered by the Department until the contractor complies with the service of process and insurance requirements of this Code.

(b) It shall be unlawful for any person not currently licensed by or holding a permit issued by the State to engage in or work at the trade or business of a journeyman electrician, master electrician, or residential wireman within the City if such electrical work requires a permit or license under the laws of the State. A residential wireman shall not perform electrical work which is beyond that authorized by such license.

Docusign Envelope ID: 64B5893D-3713-4155-B5DA-14C4B9F2E24F

(c) It shall be unlawful for any person licensed by or holding a permit issued by the State to refuse to exhibit proof of such license or permit to the Building Official or to any Department inspector upon the request of the Building Official or an inspector.

(d) Any person may work as an electrician apprentice or trainee working at the trade but shall not do any electrical wiring for or installation of electrical apparatus or equipment for light, heat or power except under the direct supervision of a licensed electrician or residential wireman. Any electrical contractor, journeyman electrician, master electrician or residential wireman who is the employer or supervisor of any electrical apprentice or trainee shall be responsible for the work performed by such apprentice or trainee.

Sec. 4-1-23. Plumbing contractors.

(a) It shall be unlawful for any person to perform plumbing work or engage in the business of a plumbing contractor in the City without first being currently registered as a plumbing contractor with the Department. A person may be registered as a plumbing contractor upon showing a current Colorado plumbing contractor's license and the name and address of the master plumber under whose name the contractor qualified. No plumbing contractor shall be registered by the Department until the contractor pays an annual registration fee and complies with the service of process and insurance requirements of this Code.

(b) It shall be unlawful for any person not currently licensed by or holding a permit issued by the State to engage in the trade or business of a plumber, master plumber, journeyman plumber or residential plumber within the City if such plumbing work requires such a permit or license under the laws of the State.

(c) It shall be unlawful for any person licensed by or holding a permit issued by the State to refuse to exhibit proof of such permit or license to the Building Official or any Department inspector upon the request of the Building Official or an inspector.

(d) Any person may work as a plumbing apprentice for a licensed plumber but shall not do any plumbing work for which a license is required by the law of the State except under the direct supervision of a licensed plumber. Supervision requires the licensed plumber to be present at the work site to adequately supervise the apprentice at such site. Any plumbing contractor, master plumber, journeyman plumber or residential plumber who is the supervisor or employer of any plumbing apprentice shall be responsible for the work performed by such apprentice.

(e) It shall be unlawful for any person not registered as a plumbing contractor to engage in the business of a plumbing utility contractor without first being licensed therefor by the Plumbing Board of Appeals. A plumbing utility contractor includes any person who engages in the business of installing one (1) or more of the following: water service lines, building sewers, private fire mains and similar specialty plumbing installations. A person may be licensed to install one (1) or more of such items, but in no event shall such license authorize the licensee to install waste, drain or venting piping. A person licensed as a plumbing contractor or master plumber by the State may be licensed as a plumbing utility contractor to install water service lines and building sewers without

Docusign Envelope ID: 64B5893D-3713-4155-B5DA-14C4B9F2E24F

examination. In addition, the plumbing utility contractor must meet any related public works requirements.

Sec. 4-1-24. Mechanical contractors

(a) It shall be unlawful for any person to perform mechanical work or engage in the business of a mechanical contractor in the City without a mechanical contractor's license issued by the Department after examination by the Mechanical Board of Appeals. No plumbing contractor shall be registered by the Department as a Mechanical C contractor limited to gas until the contractor pays the annual license fee and complies with the service of process and insurance requirements of this Code.

(b) It shall be unlawful for any person not currently licensed by the [Pueblo Regional] **Southern Colorado** Building Department to engage in the trade or business of a master mechanical contractor, journeyman sheet metal worker, journeyman gas fitter or refrigeration technician within the City if such work requires such as required by this Chapter.

(c) It shall be unlawful for any person issued a license by the Department to refuse to exhibit proof of such license to the Building Official or any inspector of the Department upon the request of the Building Official or an inspector.

(d) Any person may work as a mechanical gas fitter, sheet metal, heating, venting, air conditioning or refrigeration apprentice for a licensed journeyman, but shall not do any work for which a license is required by the Department except under the supervision of a licensed journeyman. Supervision requires the licensed journeyman to be present at the work site to supervise the apprentice at such site. Any mechanical contractor, master or journeyman who is the supervisor or employer of any mechanical apprentice shall be responsible for the work performed by such apprentice.

(e) Any plumbing contractor registered as a plumbing contractor with the Department who desires to perform gas piping installation shall be licensed by the Department. In such case the license issued shall be a Mechanical C contractor's license limited to gas piping work. Any plumbing contractor wishing to perform venting of appliances shall pass a sheet metal exam before a license is issued.

(f) To provide for the regulation and licensing of mechanical contractors and persons performing mechanical work, such persons shall be divided into classes as follows:

(1) Mechanical Contractor-A (HVAC-Refrigeration and Gas). The holder of this license is authorized to the holder thereof to perform any work in the heating, ventilation, air conditioning, refrigeration and gas fields.

(2) Mechanical Contractor-C (Limited). The holder of this license is authorized to perform any one (1) of or any combination of four (4) of the following trades: gas piping, heating, ventilating, air conditioning or refrigeration work in any structure.

Docusign Envelope ID: 64B5893D-3713-4155-B5DA-14C4B9F2E24F

(3) Journeyman Gas Fitter. A person certified by the Mechanical Board of Appeals, after examination, may be licensed as a journeyman gas fitter and shall be authorized to engage in and perform gas fitting work under any permit issued to a mechanical contractor.

(4) Journeyman Sheet Metal Worker. A person certified by the Mechanical Board of Appeals, after examination, may be licensed as a journeyman sheet metal worker and shall be authorized to engage in and perform sheet metal work under any permit issued to a mechanical contractor.

(5) Gas Fitter-Welder. A person certified by the Mechanical Board of Appeals, after examination, may be licensed as a gas fitter-welder and shall be authorized to engage in and perform gas pipe welding work under any permit issued to a mechanical contractor.

(6) Apprentice. An apprentice is a person being trained and is not authorized to do any installation, service, repair or layout unless under the direct supervision of a licensed master or journeyman.

Sec. 4-1-25. Stationary engineers.

(a) It shall be unlawful for any person to have charge of or operate any steam boiler or steam engine, either stationary or portable, except an automatically fired, low pressure hot water and low pressure steam boiler, installed under provisions of this Code within the City without first having obtained the appropriate registration from the Mechanical Board of Appeals of the Department or for any owner or user to place any person in charge of a steam boiler or steam engine, either stationary or portable, unless such person placed in charge is a duly registered stationary engineer. A person may be registered as a stationary engineer upon showing proof of a current stationary engineer's license. No stationary engineer shall be registered by the Department until the annual registration fee has been paid. Engineers and boiler tenders operating locomotives under the Interstate Commerce Commission or Surface Transportation Board regulations shall be exempt from the requirements of this Section.

(b) All steam boilers and other steam-generating plants or apparatus now installed or to be installed in the City shall be inspected and tested by the State Boiler Inspector under the Colorado State boiler inspection law.

Sec. 4-1-26. Offenses; criminal penalties; other enforcement.

(a) It shall be unlawful for any person, firm or corporation to knowingly violate, disobey, omit, neglect, refuse or fail to comply with or resist the enforcement of any provision of this Chapter.

(b) It shall be unlawful for any person, firm or corporation to refuse or fail to timely comply with any order issued by the Building Official **[**of the Pueblo Regional Building Department**]** or other designated representative pursuant to the provisions of this Chapter.

Docusign Envelope ID: 64B5893D-3713-4155-B5DA-14C4B9F2E24F

(c) It shall be unlawful for any person, firm or corporation to knowingly make any false statement, representation or certification in any application, record, report, plan or other document filed or required to be maintained pursuant to any requirement of this Chapter.

(d) Any license or registration issued pursuant to the provisions of this Chapter may be suspended or revoked by the appropriate Board for (1) any of the reasons stated in Section 4-1-18 or (2) any material violation of the terms of such license or registration or the applicable requirements.

(e) In the event any owner or occupant of premises within the City refuses entry to the Building Official or any inspector or if any premises are locked and the Building Official or any inspector is unable to obtain permission of the owner or occupant to enter, the Municipal Court is authorized to issue an inspection or search warrant authorizing such entry in accordance with the procedures set forth in the Colorado Municipal Court Rules.

(f) In the event any person, firm or corporation within the City, or any licensed contractor, fails or refuses to comply with any provision of this Chapter, or any license issued, the City may initiate an action for injunctive relief in any court of competent jurisdiction to compel compliance with said Chapter or license.

(g) The enforcement remedies set forth in this Section are cumulative, and the exercise of any one (1) or more of them is not dependent upon the exercise of any other remedy, and the exercise of any one (1) or more of them does not constitute any bar or limitation to the exercise of any other.

Sec. 4-1-27. Common interest community conversions.

Notwithstanding anything in this Title or in any major or secondary code adopted in this Title by reference, the conversion of any building or structure into a residential common interest community, including condominiums, cooperatives and townhomes, shall be treated as a change of occupancy. Before any temporary or regular certificate of occupancy for any newly converted common interest community unit may be issued, the Building Official shall require that the building and the converted unit be made to substantially conform to the requirements of all major and secondary codes adopted in this Title. Additionally, before a certificate of occupancy may be issued, the building and each unit shall each be inspected by the Fire Chief or by a member of the Division of Fire Prevention of the Fire Department and be determined to substantially comply with the Fire Code.

SECTION 3.

In accord with City Charter Section 3-22, the codifier is instructed to amend the following sections of the Pueblo Municipal Code by striking “Pueblo Regional Building Department” or “Regional Building Department” wherever it appears and replacing those terms with “Southern Colorado Building Department” in the following sections of the Pueblo Municipal Code:

Docusign Envelope ID: 64B5893D-3713-4155-B5DA-14C4B9F2E24F

P.M.C. Section No.	Descriptive Heading
4-2-1	International Building Code; adoption by reference
4-2-2	Amendments, IBC and IECC
4-2-3	Responsibility for damages; liability of City
4-2-4	Interpretation
4-2-5	Offenses; criminal penalties; permit revocation; and other enforcement provisions
4-3-1	National Electrical Code and International Code Council Electrical Code Administrative Provisions; adoption by reference
4-3-8	Offenses; criminal penalties; permit revocation; other enforcement
4-4-1	Colorado Plumbing Code; adoption by reference
4-4-2	Amendments to Colorado plumbing code, section 1.2 e.1 to add following:
4-4-3	Amendments to minor codes
4-5-1	International Mechanical Code; adoption by reference
4-5-2	Amendments
4-5-3	Offenses; criminal penalties; permit revocation; other enforcement
4-6-1	International Residential Code; adoption by reference
4-6-2	Amendments
4-6-4	Responsibility for damages; liability of City
4-6-5	Interpretation
4-6-6	Offenses; criminal penalties; permit revocation; and other enforcement provisions
4-8-5	Responsibility for damages; liability of City
4-13-1	Adoption of the Uniform Code for the Abatement of Dangerous Buildings
4-13-2	Amendments
4-14-8	Designation of Landmark or Historic District
4-14-9	Interim protection
4-14-12	Application for Certificate of Appropriateness
4-14-13	Demolition Permits
4-14-15	Certificate of Economic Hardship
9-1-1	Definitions
9-1-6	Procedure for application; approval or denial
9-1-13	License revocation, suspension or nonrenewal
9-5-3	Application; decision; appeal
9-5-7	Partial Operation
9-5-8	Extended Stay
9-14-3	Permit regulations
11-10-308	Requirements to obtain and retain a medical marijuana License
11-11-308	Requirements to obtain and retain a retail marijuana license

Docusign Envelope ID: 64B5893D-3713-4155-B5DA-14C4B9F2E24F

11-11-323	Early issuance of a license
12-4-3	Definitions
12-4-4	Authority and Control
12-4-5	Subdivision Procedures
17-4-7	Landscape Performance Standard
17-4-10	Bed and breakfast home performance standards
17-4-11	Residential Placement Standards
17-4-23	Accessory Buildings and Structures
17-4-32	Temporary and Interim Uses
17-4-46	Large-scale development performance standards
17-16-105	Exemptions
17-16-106	Relationship of These Regulations to Other Requirements

SECTION 4.

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 5.

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

Docusign Envelope ID: 64B5893D-3713-4155-B5DA-14C4B9F2E24F

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on November 10, 2025.

Final adoption of Ordinance by City Council on November 24, 2025

DocuSigned by:
Mark Aliff
B7A4F51823AB462...
President of City Council

Action by the Mayor:

☒ Approved on 11/26/2025 | 10:50 AM MST.
☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

Signed by:
Heather Graham
3A85950B7BCA462...
Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

_____
President of City Council

ATTEST

DocuSigned by:
7C02EBDFFC3D43C...
City Clerk

ORDINANCE NO._____

AN ORDINANCE AMENDING 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

BE IT ORDAINED BY THE CITY COUNCIL OF PUEBLO, that: (brackets indicate matter being deleted, underscoring indicates new matter being added)

SECTION 1.

Chapter 1 of Title IV of the Pueblo Municipal Code is amended to read as follows:

Chapter 1 Building Department Administration and Contractor's Licenses

Article I General Provisions

Sec. 4-1-1. Title.

This Chapter shall be known as the "Building Department Administration and Contractor's Licensing Codes," may be cited as such and may be referred to herein as "this Chapter."

ec. 4-1-2. Definitions.

(a) *Department* means the **[**Pueblo Regional**]** **Southern Colorado** Building Department.

(b) *Commission* means the **[**Pueblo Regional**]** **Southern Colorado** Building Commission.

(c) *Building Official* means the Building Official appointed by the Commission or the Building Official's authorized representative.

(d) *Chief Inspector* means the person designated by the Building Official as the Chief Inspector for each of the major codes.

(e) *Major codes* means the International Building Code as adopted with amendments by Chapter 2 of this Title, herein International Building Code; the International Residential Code as adopted with amendments by Chapter 6 of this Title; herein International Residential Code, the National Electrical Code as adopted with amendments by Chapter 3 of this Title, herein National Electrical Code; the International Plumbing Code as adopted with amendments by Chapter 4 of this Title, herein

International Plumbing Code; and the International Mechanical Code as adopted with amendments by Chapter 5 of this Title, herein International Mechanical Code.

(f) *Minor or secondary codes* means any other building code which is adopted by reference, directly or indirectly, in whole or in part by ordinance or by express provisions of a major code including without limitation, the Unsafe Structures Regulations, Chapter 7 of this Title, herein Unsafe Structures Regulations; the International Property Maintenance Code as adopted with amendments by Chapter 1 of Title VIII of this Code, herein International Property Maintenance Code; and the International Energy Conservation Code.

(g) *Agreement* means the **Intergovernmental Agreement for the Operation of the Southern Colorado Building Department** [amended and restated agreement] entered into **November 24, 2025** [June 1, 2012], by and between the City of Pueblo, Colorado, a municipal corporation and the **Town of Boone, Colorado, a statutory town** [Board of County Commissioners of the County of Pueblo, Colorado], pursuant to resolution and ordinance duly adopted and under the authority of Section 29-1-203, C.R.S. Whenever the phrase "Board of Appeals" appears in Title IV of this Code or in any major or minor or secondary code, the same shall be taken and construed to mean the applicable Board of Review created by the agreement which created the [Pueblo Regional] **Southern Colorado** Building Department.

(h) *Board* means the Electrical Board of Review, Plumbing Board of Review, Mechanical Board of Review or the Building Board of Review established by the Agreement as the context of this Chapter or the Agreement so requires.

(i) *Person* means a natural person eighteen (18) years of age or older or an organization.

(j) *Organization* means a corporation, trust, partnership or association, two (2) or more persons having a joint or common interest, or any other legal or commercial entity.

(k) *City* means the City of Pueblo, Colorado, a municipal corporation.

(l) [*County*] ***Town*** means the **Town** Board of **the Town of Boone, Colorado** [County Commissioners of the County of Pueblo, Colorado, or the County of Pueblo].

(m) *Construction work* means and includes any and all work or services performed or to be performed in the building, constructing, altering, renovating, modifying, repairing, moving, wrecking, demolishing or adding additions to any building or structure.

(n) *Construction business* means engaging in, undertaking or offering to undertake the performance of construction work.

(o) *Administrative authority, responsible official, Building Official, Chief Inspector, Code Enforcement Officer,* or other similar term used in this Chapter or any

major code or minor code shall be construed to mean the Building Official or the Building Official's authorized representative where the context so requires or the source so indicates.

(p) *Deputy, assistant, authorized representative* or other similar term used in this Chapter or any major code or minor code shall be construed to mean the authorized representative of the Building Official where the context so requires.

(q) *Supporting authority, governing body, jurisdictional authority* or other similar term used in this Chapter or any major code or minor code shall be construed to mean the City or the Department where the context so requires or the source so indicates.

(r) *Jurisdiction* used in this Chapter or any major or minor code shall be construed to mean the City of Pueblo, Colorado.

Sec. 4-1-3. Department.

The Department is created by the agreement which is incorporated herein as if set out in full. The agreement establishes the Commission as the governing body of the Department with authority to appoint the Building Official.

Sec. 4-1-4. Building Official.

(a) The Building Official is hereby authorized, empowered and directed to interpret and enforce all provisions of this Chapter and each major code or minor code.

(b) Permits issued for the construction work authorize the construction work to be performed pursuant to the requirements of this Title and do not create any right or vest any property interest in the person to whom the permit is issued (the "Permittee") or the owner of the property upon which the construction work is to be performed (the "Owner"). Upon receipt of written notice by the Department signed by the Owner, or the general contractor if the Permittee is a subcontractor, that the Permittee has been discharged from further performance of the construction work, or has abandoned the construction work, the Building Official shall cancel the permit and notify the permittee in writing by first class mail addressed to the Permittee at the Permittee's address appearing on the permit, that the permit has been cancelled.

Sec. 4-1-5. Chief Inspector.

The Building Official shall designate a Chief Inspector of each major code. The Chief Inspector of each major code subject to the direction and authority of the Building Official is hereby authorized to interpret and enforce all provisions of the major codes for which the Chief Inspector is appointed Chief Inspector. The Chief Inspector's interpretation under such code shall be final unless appealed to the Board of Review for such code. The Building Official or the Building Official's authorized representative shall be the Chief Inspector of the International Building Code, the International Residential Code and all minor codes and is authorized to interpret and enforce the International Building Code, the International Residential Code and all minor codes.

Sec. 4-1-6. Board of Appeals.

The Board of Appeals of each major and minor code is hereby authorized, empowered and directed to perform the duties set forth in the agreement and this Chapter.

Sec. 4-1-7. Reports and records.

The Building Official shall keep complete records of all licenses, permits, inspections, reinspections, fees and other monies collected and other official actions performed under the agreement or this Chapter. The Building Official or the Building Official's duly authorized representative shall act as secretary to the Commission and Boards of Appeal and keep an accurate and permanent record of all proceedings before the Commission and Boards of Appeal. All records and reports of the Department shall be public records.

Sec. 4-1-8. Appeals and authority of Board of Appeals.

(a) Any person aggrieved by any decision or order of the Building Official or the Building Official's authorized representative or any chief inspector relating to the enforcement or interpretation of this Code or any minor code or major code may appeal such decision or order to the appropriate Board of Appeals. Every such appeal shall be perfected within ten (10) calendar days of the date of the decision or order appealed from by filing with the Building Official in duplicate a written appeal upon a form to be provided by the Department and the payment of an appeal fee. The appeal shall state the decision or order being appealed. The Building Official shall upon receipt thereof transmit to the appropriate Board the written appeal and all related Department records.

(b) A perfected appeal shall not stay any action or proceedings in connection with the decision or order appealed from, unless and until the Building Official shall certify in writing to the appropriate Board that performance of the work in violation or contrary to the order or decision would not increase the hazard to the health or safety of persons or property. In that event, all actions and proceedings in connection with the decision or order shall be stayed until ordered otherwise by the Board or a court of competent jurisdiction. Any work performed in violation of or contrary to the decision or order appealed from shall be removed or corrected if the Board affirms such decision or order. The fact that such work continued after the issuance of the order or decision and pending appeal shall not be considered by the Board as a mitigating or extenuating circumstance.

(c) The Board shall set a time and place for a hearing on the appeal which shall not be more than thirty (30) days after perfection of the appeal. Notice of the hearing shall be given by the Building Official to the appellant by first class mail addressed to the appellant at the address set forth in the appeal. The hearing shall be open to the public, and all interested persons shall be entitled to be heard. The Board by majority vote of all of its members may sustain, modify or reverse any appealed decision or order.

(d) The Department, the Commission, the appellant and any other person aggrieved by the order or decision of the Board may seek review thereof within twenty-eight (28) days after entry of the Board's order or decision pursuant to Rule 106(a)(4), C.R.C.P. in the District Court in and for the County of Pueblo, Colorado. Review shall not be extended further than to determine whether the Board exceeded its jurisdiction or

abused its discretion. The decision or order of the Board shall remain in full force and effect pending appeal unless stayed by order of the District Court.

(e) A Board of Appeals may grant a variance from the strict terms and provisions of the involved code to avoid extreme hardship, provided such variance can be granted without increasing the hazards to health or safety of persons or property and if such variance will not violate the intent and purpose of such code. Mere inconvenience to a person shall not be grounds for granting a variance.

(f) A Board of Appeals is authorized to determine the suitability of alternate materials, methods or installation under that code which the Board is empowered to enforce and to recommend to the Commission new legislation relating to such code or this Chapter.

(g) The Building Official shall enforce and execute all orders and decisions of the Boards of Appeals.

Sec. 4-1-9. Owner obtained permits.

The record owner of a single-family dwelling or manufactured home, including the usual accessory buildings and quarters used exclusively for living purposes, may perform construction work on such dwelling or manufactured home without a license provided the dwelling or manufactured home upon which the work is to be performed will be occupied by the owner as the owner's principal place of residence, and a permit is issued by the Department for such work. No building permit shall be issued to an owner to construct a new single-family dwelling or manufactured home more often than once every thirty-six (36) months after the date of the Certificate of Occupancy.

Sec. 4-1-10. Manufactured structures.

(a) Permits Required. The installation of factory-built structures shall comply with all applicable zoning laws and regulations and all provisions of the Building Code, except that plans for the Manufactured Housing Units are not required when either of the following items are provided to the Department.

(1) A data compliance sheet for HUD-approved manufactured housing units.

(2) A copy of the Colorado approved label (seal) with the legible factory-built certification number.

(b) Seal. A Colorado Division of Housing approval label (seal) must be permanently affixed to each factory-built structure.

(c) Inspection and Notice. The National Manufactured Housing Construction and Safety Standards Act of 1974, 42 USCA, Section 5401 to 5426 and the Colorado Housing Act of 1980 as amended, Title 24, Article 32, Part 7, C.R.S. preempt the Building Code in relation to manufactured structures and therefore the Department does not inspect them. However, the Department shall inspect the foundation, installation of utilities and the installation of the factory-built structures to the foundation.

(1) The following notices shall be given to all persons applying for any permit relating to manufactured homes and factory-built structures from any agency of the City:

"In accordance with Federal and Colorado law, this manufactured structure has not been inspected by the [Pueblo Regional] **Southern Colorado** Building Department and may or may not meet requirements of the Pueblo Building Codes.

"It shall be the obligation of the permit applicant to forward this notice to the owner of the manufactured home or factory-built structure."

(2) The notice set forth in Paragraph (1) above shall be permanently installed in a visible location by the permit applicant adjacent to the data plate required by the Federal Act or in the furnace closet on manufactured structures.

Article II Licenses and Registration

Sec. 4-1-11. Licenses required.

Except as specifically otherwise provided in this Code:

(1) It shall be unlawful for any person to perform construction work or to engage in the construction business within the City without first having received the appropriate license or registration from the appropriate Board.

(2) It shall be unlawful for any person to hire, employ, contract with or engage another person to perform any construction work unless the person so hired, employed, contracted with or engaged to perform construction work shall be licensed or registered as provided in this Code.

(3) Any person who for hire or gain of any kind, shall hold himself or herself out to or contract with any other person to do any act for which a license or registration is required by this Code shall be presumed to be engaged in the construction business or in the performance of construction work.

(4) It shall be unlawful for any person licensed to engage in the construction business under this Code to whom a permit has been issued for construction work at a construction site to fail to give notice that such person is performing construction work at such site by posting a notice to that effect in some conspicuous place at the site or by identifying all trucks or vehicles used at the site with the licensed person's name in legible letters at least two (2) inches in height.

(5) It shall be unlawful for any person to advertise in any manner or use the title of a Journeyman, Master or Contractor without being licensed or registered in that field of construction as set forth in this Chapter.

Sec. 4-1-12. Applications for examinations.

Any person who desires to be licensed or registered to engage in the construction business or to perform construction work, for whom a license or registration is required by this Code or any major code or minor code shall apply to the Building Official on application forms furnished by the Department. The completed application form shall include the name of the applicant, the applicant's home and business addresses and a brief resume of the applicant's education, training and experience or such other information as may be reasonably required by the Board.

Sec. 4-1-13. Investigation of applicant by Board.

The appropriate Board shall examine the applicant and investigate or cause to be investigated the character, training, experience and financial responsibility of the applicant for the license and the organization for which such applicant is employed if such organization is responsible for the work performed by the applicant. A license shall not be issued if the applicant fails to pass the requisite examination, if any, or if the application and other evidence before the Board indicate the applicant lacks experience, training or financial responsibility and such deficiency indicates in the judgment of the appropriate Board a danger to the public health, safety or welfare, or indicates the applicant is not qualified or capable to engage in the construction business or to perform the construction work for which the applicant seeks a license. In examining applicants, the Board may utilize examinations adopted or approved by the International Code Council, Inc., 4051 West Flossmoor Road, Country Club Hills, IL 60478.

Sec. 4-1-14. Reserved.

Sec. 4-1-15. License fees and expiration dates.

(a) The fees and charges for licenses, examinations, permits, inspections, reinspections and all other services or activities performed by the Department, the Building Official and the Boards shall be established by the resolution of the City Council. Unless specifically provided otherwise in this Title IV or in any major code or minor code, no fee or charge shall be pro-rated or refunded.

(b) Before any license or registration is issued, the applicant shall pay an annual license or registration fee. All licenses or registrations shall become delinquent on December 31 of the year issued and shall be renewed annually upon application and payment of the license or registration fee; subject, however, to the following limitations:

(1) Renewal fees.

a. For all licenses renewed between December 1 and January 31 of the following year, the fee shall be equal to the annual fee.

b. For licenses renewed between February 1 and March 31 of each year, the fee shall be the annual license fee plus a penalty of fifty percent (50%) of the annual fee.

c. For licenses renewed between April 1 and May 31 of each year, the fee shall be twice the annual license fee. No license or registration shall be renewed after June 1.

(2) Application fee. An application fee as set by City Council shall be paid when an application is submitted to the Department. After review and acceptance of the application, the applicant will be notified of the outcome.

(c) No permit shall be issued to:

(1) Any unlicensed or unregistered person engaged in the construction business;

(2) Any person who has failed to obtain a license required under Title IX of the Code with respect to any permit to perform work activities in the City;

(3) Any licensed or registered person who is delinquent in paying the annual license or registration fee, who has failed to comply with a provisional order, whose license or registration is suspended or revoked, who is in any manner indebted to the Department or whose insurance has expired; or

(4) Any licensed or registered person who is in any manner indebted to the City including without limitation any licensed or registered person who is delinquent to the City for any taxes imposed pursuant to Title XIV of the Code.

Sec. 4-1-16. Reserved.

Sec. 4-1-17. Insurance requirements.

(a) Before any license or registration shall be issued to engage in the construction business or to perform construction work, an applicant shall file with the Building Official a certificate of Commercial General Liability insurance with personal injury and property damage limits at a combined single limit of not less than two hundred fifty thousand dollars ($250,000) per occurrence and five hundred thousand dollars ($500,000) aggregate. Products and completed operations are not required to be part of this policy. In addition, before any such license or registration is issued, the applicant shall file proof that the applicant has obtained Workers' Compensation Insurance as required by and in accordance with the laws of the State.

(b) Such insurance certificates shall include the policy numbers, the name of the applicant, the effective and expiration dates, the limits of such policies and a description of coverage by the insurance carrier. The **[**Pueblo Regional**]** **Southern Colorado** Building Department shall be listed as the certificate holder.

Sec. 4-1-18. Revocation or suspension of a contractor's license; causes; hearing.

(a) Any license or registration issued pursuant to this Chapter may be revoked or suspended by the appropriate Board, or when so provided by the Building Official, after notice and hearing, for any of the following causes:

(1) Abandonment of a contract without legal justification.

(2) Diversion or misapplication of funds or property received to perform or complete a contract or for a specified purpose in the performance or completion of a contract; application or use of such funds for any other contract, obligation or purpose; or the failure, neglect or refusal to use such funds or property to perform or complete such contract.

(3) Substantial departure from, or disregard of plans or specifications in any material respect, without consent of the owner or the owner's duly authorized representative.

(4) Willful or deliberate disregard or violation of applicable major codes or minor codes.

(5) Failure to comply with any lawful order of the Building Official or a Chief Inspector.

(6) Failure to keep records for a period of one (1) year after completion of each separate contract, showing all receipts and disbursements of the licensee or registrant in all transactions as a contractor, and to produce the same for examination by the appropriate Board when required.

(7) Fraud or misrepresentation of a material fact by applicant in obtaining a license or registration.

(8) Committing any willful or fraudulent act by the licensee or registrant as a contractor.

(9) Using a license or registration to obtain permits for another reason.

(10) Carelessness or negligence in providing reasonable safety measures to protect workers or the public.

(11) Canceling or not renewing required insurance coverage: provided; however, that such license or registration shall only be suspended for this cause, and shall be reinstated upon refilling proof of insurance as approved by the Building Official.

(12) Being convicted of a felony relating to performing construction contract.

(13) Failing to timely pay any indebtedness or obligation owed to the Department; provided, however, that such license or registration shall only be suspended for this cause and shall be reinstated upon payment of such debt or obligation.

(14) Failing to notify the Building Department of a change of address and/or telephone number, provided however, that such license or registration shall

only be suspended for this cause and shall be reinstated upon notification of said new address and/or telephone number. Three (3) violations of this Subsection will cause the Board of Appeals to review license for further disciplinary action.

(b) Upon receiving a report that any of the above causes have been committed, the appropriate Board may issue a provisional order to comply to the contractor or registrant, or, in its discretion, the Board may proceed directly to a hearing, as provided in Subsection (c).

(c) Notice of hearing for revocation of a license or registration shall be given in writing, setting forth specifically the causes or grounds of the complaint and the time and place of the hearing. Such notice may be served personally on the licensee or registrant or may be sent by first class mail, postage prepaid, to the licensee's or registrant's address shown on the records of the Department, at least five (5) days before the hearing.

(d) If the Board finds against the registrant or licensee, the Board in its sole discretion may suspend, revoke, or decline to renew the license or registration. If a license or registration is suspended, the Board may assess a suspension for any period up to six (6) months. If the license or registration is to be revoked, another such license or registration shall not be issued to such person within a period to be determined by the Board not to exceed twenty-four (24) months after the effective date of revocation.

(e) Within twenty-eight (28) days after any decision or order of the appropriate Board, the Building Official, licensee or registrant or any person who is aggrieved by such decision or order may seek review pursuant to Rule 106 (a)(4) of the Colorado Rules of Civil Procedure in the District Court for the County. Review shall not be extended further than to determine whether the Board exceeded its jurisdiction or abused its discretion.

Sec. 4-1-19. License and registration; nontransferable.

No license or registration issued under this Code shall be transferable. It shall be unlawful for any licensee or registrant to transfer or attempt to transfer such license or registration or to allow it to be used, directly or indirectly, by another person. The license or registration of any organization shall remain in effect only during the time the person who was examined therefor remains a full-time active employee of such licensee or registrant. Whenever the examinee, that is, the person who was examined for such license or registration, ceases to be a full-time active employee of the licensee or registrant, such person shall immediately notify in writing, the Building Official. Failure to timely notify the Building Official shall be grounds to suspend or revoke the license or registration.

Article III Contractor's License

Sec. 4-1-20. Contractor's license.

It shall be unlawful for any person to engage in any construction business in the City without first obtaining a contractor's license or registration issued by the Department and, if required by this Code, after qualification and examination by the appropriate Board of Appeals.

Sec. 4-1-21. Building contractors.

For the purpose of providing for the regulation and licensing of building contractors, building contractors are divided into classes as follows:

(1) Building Contractor-A (General). The holder of this license is authorized to construct, alter or repair any type or size of structure permitted by the International Building Code, as amended.

(2) Building Contractor-B (General Limited). The holder of this license is authorized to construct, alter or repair any structure covered by the International Building Code except buildings requiring type I or II fire construction, or buildings in occupancy groups A-1, A-2, A-3 with an occupant load of three hundred (300) or more, E or I as defined in the International Building Code, as amended.

(3) Building Contractor-C (Home Builder). The holder of this license is authorized to construct, alter or repair buildings of three (3) stories or fewer in R-3 and U occupancies as defined in the International Residential Code, as amended.

(4) Building Contractor-D (Specialty). A holder of this license is authorized only to perform construction work in the trade or particular kind of construction work specified in the specialty license and such other work as may be incidental thereto, but such holder shall not contract to do any work other than that specified in such license. Nothing in this Chapter shall prohibit the issuance of one (1) or more specialty licenses for different trades or particular kinds of work to the same person provided, however, that such person shall be first duly examined and qualified by the appropriate board as to each trade or particular kind of construction work.

(5) Apprentices. Apprentices or trainees employed to assist a licensed building contractor need not be licensed, provided such apprentice or trainee performs such work under the supervision of the contractor or an employee of the contractor qualified to perform such work. A licensed contractor who employs any apprentice or trainee shall be responsible for the work performed by such apprentice or trainee.

Sec. 4-1-22. Electrical contractors.

(a) It shall be unlawful for any person to perform electrical work or engage in the business of an electrical contractor within the City without first being currently registered as an electrical contractor with the Department. A person may register as an electrical contractor upon showing a current Colorado electrical contractor's license and the name and address of the master electrician under whose name the contractor has qualified. No electrical contractor shall be registered by the Department until the contractor complies with the service of process and insurance requirements of this Code.

(b) It shall be unlawful for any person not currently licensed by or holding a permit issued by the State to engage in or work at the trade or business of a journeyman electrician, master electrician, or residential wireman within the City if such electrical work requires a permit or license under the laws of the State. A residential wireman shall not perform electrical work which is beyond that authorized by such license.

(c) It shall be unlawful for any person licensed by or holding a permit issued by the State to refuse to exhibit proof of such license or permit to the Building Official or to any Department inspector upon the request of the Building Official or an inspector.

(d) Any person may work as an electrician apprentice or trainee working at the trade but shall not do any electrical wiring for or installation of electrical apparatus or equipment for light, heat or power except under the direct supervision of a licensed electrician or residential wireman. Any electrical contractor, journeyman electrician, master electrician or residential wireman who is the employer or supervisor of any electrical apprentice or trainee shall be responsible for the work performed by such apprentice or trainee.

Sec. 4-1-23. Plumbing contractors.

(a) It shall be unlawful for any person to perform plumbing work or engage in the business of a plumbing contractor in the City without first being currently registered as a plumbing contractor with the Department. A person may be registered as a plumbing contractor upon showing a current Colorado plumbing contractor's license and the name and address of the master plumber under whose name the contractor qualified. No plumbing contractor shall be registered by the Department until the contractor pays an annual registration fee and complies with the service of process and insurance requirements of this Code.

(b) It shall be unlawful for any person not currently licensed by or holding a permit issued by the State to engage in the trade or business of a plumber, master plumber, journeyman plumber or residential plumber within the City if such plumbing work requires such a permit or license under the laws of the State.

(c) It shall be unlawful for any person licensed by or holding a permit issued by the State to refuse to exhibit proof of such permit or license to the Building Official or any Department inspector upon the request of the Building Official or an inspector.

(d) Any person may work as a plumbing apprentice for a licensed plumber but shall not do any plumbing work for which a license is required by the law of the State except under the direct supervision of a licensed plumber. Supervision requires the licensed plumber to be present at the work site to adequately supervise the apprentice at such site. Any plumbing contractor, master plumber, journeyman plumber or residential plumber who is the supervisor or employer of any plumbing apprentice shall be responsible for the work performed by such apprentice.

(e) It shall be unlawful for any person not registered as a plumbing contractor to engage in the business of a plumbing utility contractor without first being licensed therefor by the Plumbing Board of Appeals. A plumbing utility contractor includes any person who engages in the business of installing one (1) or more of the following: water service lines, building sewers, private fire mains and similar specialty plumbing installations. A person may be licensed to install one (1) or more of such items, but in no event shall such license authorize the licensee to install waste, drain or venting piping. A person licensed as a plumbing contractor or master plumber by the State may be licensed as a plumbing utility contractor to install water service lines and building sewers without

examination. In addition, the plumbing utility contractor must meet any related public works requirements.

Sec. 4-1-24. Mechanical contractors

(a) It shall be unlawful for any person to perform mechanical work or engage in the business of a mechanical contractor in the City without a mechanical contractor's license issued by the Department after examination by the Mechanical Board of Appeals. No plumbing contractor shall be registered by the Department as a Mechanical C contractor limited to gas until the contractor pays the annual license fee and complies with the service of process and insurance requirements of this Code.

(b) It shall be unlawful for any person not currently licensed by the **[**Pueblo Regional**]** **Southern Colorado** Building Department to engage in the trade or business of a master mechanical contractor, journeyman sheet metal worker, journeyman gas fitter or refrigeration technician within the City if such work requires such as required by this Chapter.

(c) It shall be unlawful for any person issued a license by the Department to refuse to exhibit proof of such license to the Building Official or any inspector of the Department upon the request of the Building Official or an inspector.

(d) Any person may work as a mechanical gas fitter, sheet metal, heating, venting, air conditioning or refrigeration apprentice for a licensed journeyman, but shall not do any work for which a license is required by the Department except under the supervision of a licensed journeyman. Supervision requires the licensed journeyman to be present at the work site to supervise the apprentice at such site. Any mechanical contractor, master or journeyman who is the supervisor or employer of any mechanical apprentice shall be responsible for the work performed by such apprentice.

(e) Any plumbing contractor registered as a plumbing contractor with the Department who desires to perform gas piping installation shall be licensed by the Department. In such case the license issued shall be a Mechanical C contractor's license limited to gas piping work. Any plumbing contractor wishing to perform venting of appliances shall pass a sheet metal exam before a license is issued.

(f) To provide for the regulation and licensing of mechanical contractors and persons performing mechanical work, such persons shall be divided into classes as follows:

(1) Mechanical Contractor-A (HVAC-Refrigeration and Gas). The holder of this license is authorized to the holder thereof to perform any work in the heating, ventilation, air conditioning, refrigeration and gas fields.

(2) Mechanical Contractor-C (Limited). The holder of this license is authorized to perform any one (1) of or any combination of four (4) of the following trades: gas piping, heating, ventilating, air conditioning or refrigeration work in any structure.

(3) Journeyman Gas Fitter. A person certified by the Mechanical Board of Appeals, after examination, may be licensed as a journeyman gas fitter and shall be authorized to engage in and perform gas fitting work under any permit issued to a mechanical contractor.

(4) Journeyman Sheet Metal Worker. A person certified by the Mechanical Board of Appeals, after examination, may be licensed as a journeyman sheet metal worker and shall be authorized to engage in and perform sheet metal work under any permit issued to a mechanical contractor.

(5) Gas Fitter-Welder. A person certified by the Mechanical Board of Appeals, after examination, may be licensed as a gas fitter-welder and shall be authorized to engage in and perform gas pipe welding work under any permit issued to a mechanical contractor.

(6) Apprentice. An apprentice is a person being trained and is not authorized to do any installation, service, repair or layout unless under the direct supervision of a licensed master or journeyman.

Sec. 4-1-25. Stationary engineers.

(a) It shall be unlawful for any person to have charge of or operate any steam boiler or steam engine, either stationary or portable, except an automatically fired, low pressure hot water and low pressure steam boiler, installed under provisions of this Code within the City without first having obtained the appropriate registration from the Mechanical Board of Appeals of the Department or for any owner or user to place any person in charge of a steam boiler or steam engine, either stationary or portable, unless such person placed in charge is a duly registered stationary engineer. A person may be registered as a stationary engineer upon showing proof of a current stationary engineer's license. No stationary engineer shall be registered by the Department until the annual registration fee has been paid. Engineers and boiler tenders operating locomotives under the Interstate Commerce Commission or Surface Transportation Board regulations shall be exempt from the requirements of this Section.

(b) All steam boilers and other steam-generating plants or apparatus now installed or to be installed in the City shall be inspected and tested by the State Boiler Inspector under the Colorado State boiler inspection law.

Sec. 4-1-26. Offenses; criminal penalties; other enforcement.

(a) It shall be unlawful for any person, firm or corporation to knowingly violate, disobey, omit, neglect, refuse or fail to comply with or resist the enforcement of any provision of this Chapter.

(b) It shall be unlawful for any person, firm or corporation to refuse or fail to timely comply with any order issued by the Building Official **[**of the Pueblo Regional Building Department**]** or other designated representative pursuant to the provisions of this Chapter.

(c) It shall be unlawful for any person, firm or corporation to knowingly make any false statement, representation or certification in any application, record, report, plan or other document filed or required to be maintained pursuant to any requirement of this Chapter.

(d) Any license or registration issued pursuant to the provisions of this Chapter may be suspended or revoked by the appropriate Board for (1) any of the reasons stated in Section 4-1-18 or (2) any material violation of the terms of such license or registration or the applicable requirements.

(e) In the event any owner or occupant of premises within the City refuses entry to the Building Official or any inspector or if any premises are locked and the Building Official or any inspector is unable to obtain permission of the owner or occupant to enter, the Municipal Court is authorized to issue an inspection or search warrant authorizing such entry in accordance with the procedures set forth in the Colorado Municipal Court Rules.

(f) In the event any person, firm or corporation within the City, or any licensed contractor, fails or refuses to comply with any provision of this Chapter, or any license issued, the City may initiate an action for injunctive relief in any court of competent jurisdiction to compel compliance with said Chapter or license.

(g) The enforcement remedies set forth in this Section are cumulative, and the exercise of any one (1) or more of them is not dependent upon the exercise of any other remedy, and the exercise of any one (1) or more of them does not constitute any bar or limitation to the exercise of any other.

Sec. 4-1-27. Common interest community conversions.

Notwithstanding anything in this Title or in any major or secondary code adopted in this Title by reference, the conversion of any building or structure into a residential common interest community, including condominiums, cooperatives and townhomes, shall be treated as a change of occupancy. Before any temporary or regular certificate of occupancy for any newly converted common interest community unit may be issued, the Building Official shall require that the building and the converted unit be made to substantially conform to the requirements of all major and secondary codes adopted in this Title. Additionally, before a certificate of occupancy may be issued, the building and each unit shall each be inspected by the Fire Chief or by a member of the Division of Fire Prevention of the Fire Department and be determined to substantially comply with the Fire Code.

SECTION 3.

In accord with City Charter Section 3-22, the codifier is instructed to amend the following sections of the Pueblo Municipal Code by striking “Pueblo Regional Building Department” or “Regional Building Department” wherever it appears and replacing those terms with “Southern Colorado Building Department” in the following sections of the Pueblo Municipal Code:

P.M.C. Section No.	Descriptive Heading
4-2-1	International Building Code; adoption by reference
4-2-2	Amendments, IBC and IECC
4-2-3	Responsibility for damages; liability of City
4-2-4	Interpretation
4-2-5	Offenses; criminal penalties; permit revocation; and other enforcement provisions
4-3-1	National Electrical Code and International Code Council Electrical Code Administrative Provisions; adoption by reference
4-3-8	Offenses; criminal penalties; permit revocation; other enforcement
4-4-1	Colorado Plumbing Code; adoption by reference
4-4-2	Amendments to Colorado plumbing code, section 1.2 e.1 to add following:
4-4-3	Amendments to minor codes
4-5-1	International Mechanical Code; adoption by reference
4-5-2	Amendments
4-5-3	Offenses; criminal penalties; permit revocation; other enforcement
4-6-1	International Residential Code; adoption by reference
4-6-2	Amendments
4-6-4	Responsibility for damages; liability of City
4-6-5	Interpretation
4-6-6	Offenses; criminal penalties; permit revocation; and other enforcement provisions
4-8-5	Responsibility for damages; liability of City
4-13-1	Adoption of the Uniform Code for the Abatement of Dangerous Buildings
4-13-2	Amendments
4-14-8	Designation of Landmark or Historic District
4-14-9	Interim protection
4-14-12	Application for Certificate of Appropriateness
4-14-13	Demolition Permits
4-14-15	Certificate of Economic Hardship
9-1-1	Definitions
9-1-6	Procedure for application; approval or denial
9-1-13	License revocation, suspension or nonrenewal
9-5-3	Application; decision; appeal
9-5-7	Partial Operation
9-5-8	Extended Stay
9-14-3	Permit regulations
11-10-308	Requirements to obtain and retain a medical marijuana License
11-11-308	Requirements to obtain and retain a retail marijuana license

11-11-323	Early issuance of a license
12-4-3	Definitions
12-4-4	Authority and Control
12-4-5	Subdivision Procedures
17-4-7	Landscape Performance Standard
17-4-10	Bed and breakfast home performance standards
17-4-11	Residential Placement Standards
17-4-23	Accessory Buildings and Structures
17-4-32	Temporary and Interim Uses
17-4-46	Large-scale development performance standards
17-16-105	Exemptions
17-16-106	Relationship of These Regulations to Other Requirements

SECTION 4.

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 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 December 8, 2025.

Final adoption of Ordinance by City Council on December 22, 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: November 24, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Harley Gifford, Deputy City Attorney

SUBJECT: AN ORDINANCE AMENDING 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

SUMMARY:

At the request of Council Member Martinez, and in coordination with the Pueblo Department of Health and Environment ("PDPHE") this proposed ordinance will require restaurants to provide a healthy beverage as the default beverage included in children's meals as an effective way to improve the nutritional quality of the children's meals.

PREVIOUS COUNCIL ACTION:

Council has not taken prior action directly related to this subject.

BACKGROUND:

The health and wellbeing of children is a priority for the City. Sugary drinks are one of the leading causes of obesity, type II diabetes, heart disease, cancer, high blood pressure, and tooth decay among adolescents. According to 2021 Community Health Assessment data, 24% of Pueblo children, ages 1 to 14 years old, consume sugar sweetened beverages one or more times per day. The Colorado Department of Health and Environment has determined that 33% of adults in Pueblo are obese and 13% of children, ages 6-17 years old, in Colorado are obese. Further, the Colorado Department of Health and Environment calculates that 46% of Colorado children have had at least one cavity by the time they have reached Kindergarten.

The proposed ordinance will require restaurants who sell children's meals to list specified healthy beverages as the default beverage in conjunction with the children's meals on their menus and to offer those beverages when taking food orders from customers. Notably, the ordinance does not prohibit restaurants from selling, or customers from ordering other beverages upon the customer's request.

If the proposed ordinance is adopted, its requirements will be in effect of July 1, 2026, upon the recommendation of PDPHE. This delay will enable PDPHE to educate and inform restaurants to facilitate compliance with the ordinance.

FINANCIAL IMPLICATIONS:

It is anticipated that there will be some fiscal impact to the City as a result of adopting the proposed ordinance. Enforcing the ordinance will require staff time to coordinate with PDPHE as well as pursuing the education and administrative enforcement process. PDPHE will provide financial assistance to restaurants for the re-printing of menus as funding allows.

BOARD/COMMISSION RECOMMENDATION:

Not applicable.

STAKEHOLDER PROCESS:

PDPHE presented to City Council regarding this proposed ordinance. Additionally, PDPHE conducted community surveys and have restaurants voluntarily complying.

ALTERNATIVES:

City Council may reject this Ordinance and maintain the status quo within the City.

RECOMMENDATION:

Staff recommends that Council consider the proposed ordinance on first reading, and if approved, set the proposed ordinance for a public hearing and consideration on second reading.

ATTACHMENTS:

1. Healthy Beverage for Children Ordinance
2. UCHealthPV-LOS Healthy Beverage Program
3. CommonSpirit-Healthy Beverages LOS
4. Children First- LTR- LOS Healthy Beverages (1)
5. Colorado Bluesky LOS Healthy Drinks 4-29-2025 (1)
6. Pueblo Food Project-Healthy Beverages LOS

ORDINANCE NO. _____

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

WHEREAS, the City of Pueblo, Colorado, (the "City"), is a home rule municipality, organized and existing under Article XX, Section 6 of the Colorado Constitution; and

WHEREAS, pursuant to its home rule authority and C.R.S. § 31-15-401, the City is authorized to adopt and enforce police power regulations in furtherance of the health, safety, and welfare of its citizens, and specifically, to make all regulations that may be necessary or expedient for the promotion of health; and

WHEREAS, the health and wellbeing of children is a priority for the City; and

WHEREAS, 70.3% of children in Pueblo County consume a sugary drink everyday according to the Healthy Kids Colorado Survey Data; and

WHEREAS, on average, a child consumes 30 gallons of sugary drinks every year according to the American Heart Association; and

WHEREAS, obese children and adults are at greater risk for numerous adverse health consequences, including, among others, type 2 diabetes, heart disease, stroke, high blood pressure, high cholesterol, certain cancers, asthma, low self-esteem, depression, and other debilitating diseases, according to the *Surgeon General's Call To Action To Prevent and Decrease Overweight and Obesity,* U.S. Department of Health and Human Services, Office of the Surgeon General, and

WHEREAS, sugary drinks play a critical role in contributing to increasing obesity rates because they provide the largest source of daily calories in the diets of American children between the ages of 2-18; and

WHEREAS, according to the Pueblo Department of Public Health and Environment, requiring restaurants to provide a healthy beverage as the "default beverage" included in children's meals is an effective way to improve the nutritional quality of children's meals; and

WHEREAS, the City Council has carefully reviewed this ordinance and finds that it promotes the overall health and wellbeing of children and their families and is in the best interest of the health, safety, and welfare of the public; NOW THEREFORE,

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

SECTION 1.

The recitals set forth above are hereby incorporated by reference and are adopted as findings and determinations by the City Council.

SECTION 2.

Chapter 4.1, titled "Healthy Beverages with Children's Meals," is hereby added to Title IX of the Pueblo Municipal Code to read in full as follows:

CHAPTER 4.1 - Healthy Beverages With Children's Meals

Sec. 9-4.1-1. - Purpose.

The purpose of this Chapter is to promote the health and wellbeing of children by requiring healthy beverages to be the default beverage, as that term is defined in this Chapter, with children's meals served at restaurants.

Sec. 9-4.1-2 - Definitions.

(a) *Children's meal* means a combination of food items and a beverage, or a single food item and a beverage, sold together at a single price, primarily intended for consumption by a child.

(b) *Default beverage* means the beverage automatically included as part of a children's meal.

(c) *Health Officer* means the Director of the Pueblo Department of Public Health and Environment.

(d) *License* shall have the same meaning as provided for in Sec. 9-1-1(5), Pueblo Municipal Code.

(e) *PDPHE* means the Pueblo Department of Public Health and Environment.

(f) *Restaurant* means a retail food establishment that prepares, serves, and sells food directly to a consumer, including but not limited to fast-food and full-service dining establishments.

(g) *The Code* means the Pueblo Municipal Code.

Sec. 9-4.1-3 - Default beverages with children's meals.

On and after July 1, 2026,

(a) A restaurant shall not sell a children's meal unless the default beverage is one of the following:

(1) Water, sparkling water, or flavored water with no added natural or artificial sweeteners; or

(2) Dairy milk or non-dairy milk alternative, with no added sugar or color.

(b) Restaurants shall list only the default beverages described in Section 9-4.1-3(a) of the Code in conjunction with children's meals on their menus.

(c) Restaurant employees shall offer only the default beverages described in Section 9-4.1-3(a) of the Code when taking food orders from customers.

(d) Nothing in this section prohibits a restaurant or an employee of the restaurant from selling, or impedes the customer's ability to purchase, a beverage with a children's meal other than the default beverages set forth in this section upon request of the customer.

Section 9-4.1-4 – Enforcement.

(a) It is unlawful for any restaurant or restaurant employee to violate any provision of this Chapter.

(b) This Chapter shall be enforced by the Health Officer or the Health Officer's designee.

(c) Notice of the provisions of this Chapter shall be given to all applicants for a food handling license as referenced in Chapter 4 of Title IX of the Code.

(d) The Health Department shall inspect for compliance with this Chapter while an establishment is undergoing otherwise mandated inspections or pursuant to a complaint described in Section 9-4.1-4(e) of the Code. If a violation of this Chapter is found during an inspection, PDPHE will issue the restaurant a written warning. Such warning shall state the violation and provide the restaurant with sixty (60) days to correct the violation and comply with this Chapter. PDPHE shall provide a warning to the alleged violator by in-person delivery to the alleged violator, posting notice at the restaurant premises in a clearly visible location, or via first-class mail to the business address of the restaurant as shown in the Colorado Secretary of State business records.

1. PDPHE may provide a restaurant that is in violation of this Chapter with technical and educational assistance to correct or remedy the violation by the end of the 60-day period provided in the violation warning issued to the restaurant pursuant to this section.

2. If a restaurant violates Section 9-4.1-3 of the Code and the restaurant does not correct the violation within sixty (60) days of issuance of a warning, the restaurant, or restaurant's employee, may incur penalties described in Section 9-4.1-5 of the Code.

(e) Any person who desires to register a complaint under this Chapter may file such complaint in such person's name with PDPHE.

Sec. 9-4.1-5. - Violations and penalties.

(a) Violation of this Chapter may result in suspension or revocation of a Restaurant's license as set forth in Chapter 4, Title IX of the Code.

SECTION 3.

Chapter 4 of Title IX of the Pueblo Municipal Code, as amended, is hereby amended to read as follows: (**underscoring** indicates new matter being added).

Sec. 9-4-5. Suspension of permits.

(a) Permits may be suspended temporarily by the Health Officer for failure of the holder to comply with the requirements of state statute, **violation of Chapter 4.1 of Title IX of the Pueblo Municipal Code,** or regulation of the State Health Department.

(b) Any person whose permit has been suspended may, at any time make application for a reinspection for the purpose of reinstatement of the permit. Such application shall include a statement signed by the applicant that, in his or her opinion, the condition causing the suspension of the permit has been corrected. Within ten (10) days following receipt of such written request, the Health Officer shall make a reinspection. If the applicant is complying

with all applicable requirements and State Health Department regulations, the permit shall be reinstated.

Sec. 9-4-6. Revocation of permits.

For serious or repeated violations of any of the requirements of state statutes, **Chapter 4.1 of Title IX of the Pueblo Municipal Code,** or regulations or interference with the Health Officer in the performance of his or her duties, the permit may be permanently revoked after an opportunity for a hearing has been provided by the Health Authority. Prior to such action, the Health Officer shall notify the permit holder in writing, stating the reason for which the permit is subject to revocation and advising that the permit shall be permanently revoked at the end of five (5) days following service of such notice, unless a request for hearing is filed with the Health Officer by the permit holder within such five-day period. A permit may be suspended for a period not to exceed five (5) days pending its revocation or a hearing relative thereto.

SECTION 4.

If any article, section, paragraph, sentence, clause or phrase of this Ordinance is held to be unconstitutional or invalid for any reason, such decision shall not affect the validity or constitutionality of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance and each part or parts hereof irrespective of the fact that any one part or parts be declared unconstitutional or invalid.

SECTION 5.

All other ordinances, or portions thereof, inconsistent or conflicting with this ordinance or any portion hereof is hereby repealed to the extent of such inconsistency or conflict.

SECTION 6.

Safety. This Ordinance is deemed necessary for the protection of health, welfare, and safety of the community.

SECTION 7.

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 9.

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

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on _____.

Final adoption of Ordinance by City Council on _____.

_____

President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

_____
_____
_____
_____

_____
Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

_____
President of City Council

ATTEST

_____
City Clerk

uchealth

Parkview Medical Center
Administration

400 W. 16th Street
Pueblo, CO 81003

O 719.584.4573

uchealth.org

May 9, 2025

Pueblo City Council President and Council Members
City Of Pueblo
1 City Hall Place
Pueblo, CO 81003

Dear Council President and City Councilors,

I am writing this letter in support of the Healthy Beverages for All Program and the Pueblo Department of Public Health & Environment's efforts to ensure health beverage options in kid's meals within the City of Pueblo.

As the largest hospital and health care provider in Pueblo, UCHealth Parkview Medical Center knows the importance of healthy diet and lifestyle choices for our community. We believe that ensuring that children have healthy beverage options can contribute to our collective goal of reducing chronic disease and health issues in our community.

We are, therefore, proud to support the Pueblo Department of Public Health & Environment's efforts to promote healthier beverage choices and raise the standards for the health of young children in Pueblo.

Thank you for your thoughtful consideration to create healthier lifestyles for children.

Sincerely,

Darrin Smith
President UCHealth Parkview

CommonSpirit

April 16, 2025

The Council President and Council Members
City Of Pueblo
1 City Hall Place
Pueblo, CO 81003

Dear Council President and City Councilors,

It is with great honor we write this letter of support for a city ordinance that will allow a default beverage option of water or unsweetened milk in standard kid's meal menus within the City of Pueblo.

We understand that our community members have busy lives and grabbing food on the go is the most convenient. The average American eats out at restaurants about four times a week[1], which affects the health of children. It is our understanding that restaurants in our community were designed for every community member to feel comfortable and always welcome to gather with friends, family, and neighbors.

Pueblo Department of Public Health and Environment has approached us in support of an ordinance that offers a healthy beverage choice to be offered as a default option in our kid's meals. A higher consumption of sugary drinks leads to many chronic diseases in young children. Specifically, the average American child consumes 30 gallons of sugar per year according to the American Heart Association. We believe that every child has the right to a healthy lifestyle.

Additionally, a significant contributing factor to excessive sugar intake is targeted marketing. Various companies advertise their sugary beverages in a unique way to connect with youth populations. It is essential for these tactics to be recognized to prevent manipulations and health disparities. Therefore, we are excited to offer our support in this ordinance that will offer healthier choices for kids when dining out. This ordinance will have an amazing impact on the health of many children. Together, we can promote healthier beverage choices and raise the standards for the health of young children in Pueblo.

We hope that you will join us in support of this ordinance. The ordinance would allow incredible recognition for the City of Pueblo, considering there are only a few select ordinances in the United States. There are many ways we can protect the well-being of our community. Our support for this ordinance will ensure a bright future for the City of Pueblo.

Thank you for your thoughtful consideration of creating healthier lifestyles for young children!

Sincerely,

Michael A. Cafasso (Apr 16, 2025 18:04 EDT)

[1] (Eser, 2024)

Michael A. Cafasso | President | St. Mary-Corwin Hospital | 1008 Minnequa Ave. Pueblo, CO 81004

Healthy Beverages Letter of Support- SMC

Final Audit Report 2025-04-16

Created:	2025-04-16
By:	Alexis Vigil (AlexisVigil@Centura.Org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAilwyKjz6GQ09NuFMYR6pVSNhomDgWJNB

"Healthy Beverages Letter of Support- SMC" History

Document created by Alexis Vigil (AlexisVigil@Centura.Org)
2025-04-16 - 8:36:36 PM GMT- IP address: 66.97.163.12

Document emailed to michael.cafasso@commonspirit.org for signature
2025-04-16 - 8:37:41 PM GMT

Email viewed by michael.cafasso@commonspirit.org
2025-04-16 - 8:37:47 PM GMT- IP address: 66.102.8.168

Signer michael.cafasso@commonspirit.org entered name at signing as Michael A. Cafasso
2025-04-16 - 10:04:28 PM GMT- IP address: 64.119.194.147

Document e-signed by Michael A. Cafasso (michael.cafasso@commonspirit.org)
Signature Date: 2025-04-16 - 10:04:30 PM GMT - Time Source: server- IP address: 64.119.194.147

Agreement completed.
2025-04-16 - 10:04:30 PM GMT

4/14/2025

The Council President and Council Members
City Of Pueblo
1 City Hall Place
Pueblo, CO 81003

Dear Council President and City Councilors,

It is with great honor we write this letter of support for a city ordinance that will allow a default beverage option of water or unsweetened milk in standard kid's meal menus within the City of Pueblo.

We understand that our community members have busy lives and grabbing food on the go is the most convenient. The average American eats out at restaurants about four times a week[1], which affects the health of children. It is our understanding that restaurants in our community were designed for every community member to feel comfortable and always welcome to gather with friends, family, and neighbors.

Pueblo Department of Public Health and Environment has approached us in support of an ordinance that offers a healthy beverage choice to be offered as a default option in our kids' meals. A higher consumption of sugary drinks leads to many chronic diseases in young children. Specifically, the average American child consumes 30 gallons of sugar per year according to the American Heart Association. We believe that every child has the right to a healthy lifestyle.

Additionally, a significant contributing factor to excessive sugar intake is targeted marketing. Various companies advertise their sugary beverages in a unique way to connect with youth populations. It is essential for these tactics to be recognized to prevent manipulation and health disparities.
Therefore, we are excited to offer our support in this ordinance that will offer healthier choices for kids when dining out. This ordinance will have an amazing impact on the health of many children. Together, we can promote healthier beverage choices and raise the standards for the health of young children in Pueblo.

We hope that you will join us in support of this ordinance. The ordinance would allow incredible recognition for the City of Pueblo, considering there are only a few select ordinances in the United States. There are many ways we can protect the well-being of our community. Our support for this ordinance will ensure a bright future for the City of Pueblo.

Thank you for your thoughtful consideration of creating healthier lifestyles for young children!

Sincerely,

Angie Shehorn

Angie Shehorn, Director

[1] (Eser, 2024)

Children First Department of Pueblo Community College – 1000 Minnequa Ave. MC-A305 Pueblo, CO 81004
719-549-3272 – angela.shehorn@pueblocc.edu

Colorado Bluesky Enterprises, Inc.
We Teach. We Support. We Inspire. Since 1964

2003 Northmoor Terrace

Pueblo, Colorado 81003

Phone 719.546.0572
Fax 719.546.0579

www.coloradobluesky.org

Sandra Montee
Executive Director

Mariah Schofield
Financial Director

Pat Morales
Human Resources Director

Katrina Appel
Early Intervention Director

Sierra Munroe
Day Program Director

Shirley B Martinez
Executive Administrative Assistant

Providing Services in Pueblo County since 1964

This correspondence and any accompanying documents may contain information that is CONFIDENTIAL AND LEGALLY PRIVILEGED. This information is intended only for the use of the recipient and disclosure, or action is protected by Federal Regulation (42 CFR Part 2). This regulation prohibits any further disclosure of it without specific, written consent of the person to whom it pertains or as otherwise permitted by such regulation.

04/29/2025

The Council President and Council Members
City Of Pueblo
1 City Hall Place
Pueblo, CO 81003

Dear Council President and City Councilors,

It is with great honor Colorado Bluesky writes this letter of support for a city ordinance that will allow a default beverage option of water or unsweetened milk in standard kid's meal menus within the City of Pueblo.

Colorado Bluesky understand that our community members have busy lives and grabbing food on the go is the most convenient. The average American eats out at restaurants about four times a week, which affects the health of children. It is our understanding that restaurants in our community were designed for every community member to feel comfortable and always welcome to gather with friends, family, and neighbors.

Pueblo Department of Public Health and Environment has approached Colorado Bluesky's Early Intervnetion program in support of an ordinance that offers a healthy beverage choice to be offered as a default option in our kid's meals. A higher consumption of sugary drinks leads to many chronic diseases in young children. Specifically, the average American child consumes 30 gallons of sugar per year according to the American Heart Association. We believe that every child has the right to a healthy lifestyle.

Additionally, a significant contributing factor to excessive sugar intake is targeted marketing. Various companies advertise their sugary beverages in a unique way to connect with youth populations. It is essential for these tactics to be recognized to prevent manipulations and health disparities. Therefore, Colorado Bluesky's Early Intervention program is excited to offer our support in this ordinance that will offer healthier choices for kids when dining out. This ordinance will have an amazing impact on the health of many children. Together, we can promote healthier beverage choices and raise the standards for the health of young children in Pueblo.

Colorado Bluesky hope that you will join us in support of this ordinance. The ordinance would allow incredible recognition for the City of Pueblo, considering there are only a few select ordinances in the United States. There are many ways we can protect the well-being of our community. Our support for this ordinance will ensure a bright future for the City of Pueblo.

Thank you for your thoughtful consideration of creating healthier lifestyles for young children!

Sincerely,
Katrina Appel
Katrina Appel Early Intervention Director at Colorado Bluesky

The Council President and Council Members
City Of Pueblo
1 City Hall Place
Pueblo, CO 81003

Dear Council President and City Councilors,

It is with great pride that we write this letter of support for a city ordinance that will allow a default beverage option of water or unsweetened milk in standard kid's meal menus within the City of Pueblo. Pueblo Food Project has been a partner with the project since its inception. Pueblo Food Project is a community-led coalition that helps create a more vibrant, nutritious, and equitable food system for every eater in Pueblo County. The Food Project hosts several lines of programming focusing on abundant food access, increasing food skill education, and building a thriving local food economy.

We understand that our community members have busy lives and grabbing food on the go is the most convenient. The average American eats out at restaurants about four times a week, which affects the health of children. It is our understanding that restaurants in our community were designed for every community member to feel comfortable and always welcome to gather with friends, family, and neighbors.

Pueblo Department of Public Health and Environment has approached us in support of an ordinance that offers a healthy beverage choice to be offered as a default option in our kid's meals. A higher consumption of sugary drinks leads to many chronic diseases in young children. Specifically, the average American child consumes 30 gallons of sugar per year according to the American Heart Association. We believe that every child has the right to a healthy lifestyle.

Additionally, a significant contributing factor to excessive sugar intake is targeted marketing. Various companies advertise their sugary beverages in a unique way to connect with youth populations. It is essential for these tactics to be recognized to prevent manipulations and health disparities.
Therefore, we are excited to offer our support in this ordinance that will offer healthier choices for kids when dining out. This ordinance will have an amazing impact on the health of many children. Together, we can promote healthier beverage choices and raise the standards for the health of young children in Pueblo.

We hope that you will join us in support of this ordinance. The ordinance would allow incredible recognition for the City of Pueblo, considering there are only a few select ordinances in the United States. There are many ways we can protect the well-being of our community. Our support for this ordinance will ensure a bright future for the City of Pueblo.

Thank you for your thoughtful consideration of creating healthier lifestyles for young children!

Sincerely,

Megan Cover, Executive Director
Pueblo Food Project
megan@pueblofoodproject.org

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: Harley Gifford, Deputy City Attorney

SUBJECT: 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

SUMMARY:

Section 3-15 of the Charter requires Council to meet regularly on the second and fourth Mondays of each month at the City Hall at an hour to be fixed from time to time by the rules and procedures of each Council.

This proposed Ordinance amends and codifies City Council's Regular Meeting commencement time described in Section 1-4-2(a) and Appendix A, Section 13 of the Pueblo Municipal Code to occur at 5:30 p.m.

PREVIOUS COUNCIL ACTION:

Council approved Resolution 8909 on January 24, 2000 to change the commencing of City Council regular meetings from 7:30 p.m. to 7:00 p.m.

BACKGROUND:

This Ordinance has been prepared at the request of Council Member Brett Boston.

FINANCIAL IMPLICATIONS:

There are no financial implications for the City.

BOARD/COMMISSION RECOMMENDATION:

Not applicable.

STAKEHOLDER PROCESS:

Not applicable.

ALTERNATIVES:

If City Council chooses to not approve this Ordinance, then the discrepancy regarding regular meeting commencement time will remain.

RECOMMENDATION:

None.

ATTACHMENTS:

None

ORDINANCE NO.

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

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

SECTION 1.

Section 1-4-2, P.M.C. is amended as follows:

Sec. 1-4-2. - Council meetings; regular and special; place; calling; notice; public forum.

(a) Regular meetings of the City Council shall be held in the Council Chambers on the second and fourth Monday of each month, commencing **at a time to be fixed by the rules and procedures of City Council. [**promptly at 7:30 p.m.**]**

(b) Special meetings shall be called upon request of the President or a majority of the members of the Council. Notice of special meetings shall be served upon members of the City Council personally or at their places of residence not less than eighteen (18) hours prior to the time fixed for the meeting. The notice of each special meeting shall include the purpose or purposes of the meeting, the subject or subjects to be discussed and copies of all ordinances, resolutions or motions to be introduced and presented a first time at the meeting.

(c) Public forum. The City Council shall permit a public forum to occur prior to the commencement of any business at regular City Council meetings occurring on the second and fourth Mondays of each month, to include any regular meeting where City Council has elected to change the meeting date. The public forum shall permit up to six (6) people to speak, for five (5) minutes per speaker, when there are people present who wish to address the City Council. The public forum shall occur during the televised portion of the meeting, and speakers shall be permitted to address the City Council on camera.

SECTION 2.

Section 13, Appendix A - Legislative Procedures and Rules of Council is amended as follows:

13. Council Meetings.

All meetings of the City Council shall be held in the Council Chamber at City Hall, Pueblo, Colorado. Regular meetings of the City Council shall be held on the second and fourth Mondays of each month, commencing promptly at **[**7:00**]** **5:30** p.m.

SECTION 3.

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

SECTION 4.

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

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on _____.

Final adoption of Ordinance by City Council on _____.

_____
President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

_____
_____
_____
_____

_____
Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

_____
President of City Council

ATTEST

_____
City Clerk

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:

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:

None.

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 _____.

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

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