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

## MONDAY, JULY 27, 2026
## 5:30 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 Adam Fellows, Agape Fellowship

**C. PLEDGE OF ALLEGIANCE**

**D. ROLL CALL**

**E. SPECIAL RECOGNITIONS**

E1 Proclamation Presentation: "Daughters of the American Revolution Day — July 27, 2026" — Ann Wright, Regent of the Arkansas Valley Chapter of the Daughters of the American Revolution

**F. PUBLIC FORUM**

**G. COUNCIL MEMBER AND MAYOR COMMENTARY**

**H. REVIEW AND APPROVAL OF AGENDA**

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

**I. READING AND APPROVAL OF MINUTES**

*Motion to dispense with the reading and approve the Minutes of the Regular Meeting dated July 13, 2026, as distributed.*

I1 City Council Minutes 071326

**J. PUBLIC HEARINGS**

J1 Public Hearing for the purpose of receiving public testimony as it pertains to approving the Service Plan for Jackson Ranch Metropolitan District Nos. 1-7

REQUIRED COUNCIL ACTION: Open the Hearing, Receive Public Testimony, and Close the Hearing.

J2 A Resolution approving the Service Plan for Jackson Ranch Metropolitan District Nos. 1-7

**K. CONSENT AGENDA**

*All items listed in this portion of the agenda are considered to be routine by the City Council and will be enacted by one motion. There will be no separate discussion of these items unless*

*a Councilperson so requests; in which event, the item will be removed from the Consent Agenda and considered under the Regular Agenda. Unless otherwise indicated, titles are self-explanatory.*

## L. COMMUNICATIONS

L1 Minutes of Planning & Zoning Commission Meeting for 6/10/2026

## M. RESOLUTIONS

M1 A Resolution ratifying the award of an emergency construction contract in the amount of $114,765.30 to Russ Grading & Excavating LLC, A Colorado Limited Liability Company, for project no. 25-012 (SWAN03) — for emergency storm sewer point repair on Garfield Street and W. Abriendo Avenue and approving a change order in the amount of $81,860.02 for additional work and materials, and authorizing and approving the Purchasing Agent's execution of the same

M2 A Resolution ratifying the award of an emergency construction contract in the amount of $108,252.60 to Russ Grading and Excavating LLC, A Colorado Limited Liability Company, for project no. 25-012 (SWAN03) — for emergency storm sewer point repair on E. 5th Street and Joplin Avenue and approving a change order in the amount of $160,638.02 for additional work and materials, and authorizing and approving the Purchasing Agent's execution of the same

M3 A Resolution approving Contract Amendment No. 1 in the amount of $74,072.83 to Colorado Front Range Roofing., for Project No. 25-112 (WWAN04) FY2026 Replacement of Various Roofs, and authorizing the Purchasing Agent to execute same

M4 A Resolution ratifying the award of an emergency construction contract in the amount of $42,759.00 to Russ Grading and Excavating LLC, A Colorado Limited Liability Company, for project no. 25-012 (SWAN03) — for emergency storm sewer point repair on E. 13th Street and Reading Avenue and approving a change order in the amount of $33,502.57 for additional work and materials, and authorizing and approving the Purchasing Agent's execution of the same

M5 A Resolution ratifying an emergency construction contract in the amount of $28,248.52 with Parker Excavating, Inc., for Emergency Sanitary Sewer Point Repair at 2203 E 13th St, Project No. 24-033 (WWAN03) and approving the Purchasing Agent’s execution of the same

M6 A Resolution authorizing the issuance of a Revocable Permit (REV-26-20) to American Legion Post #2 for the closure of the 700 block of West 9th Street between Craig Street and West Street to host their car and bike show on August 8, 2026, from 6:00 a.m. to 3:00 p.m.

M7 A Resolution confirming the appointment by the Mayor of Shawn Davis, Gary Gomez, and David Fryberger to serve terms on the Pueblo Zoological Society Board of Directors

M8 A Resolution of the City of Pueblo in support of an application to Housing and Urban Development to submit a Pathways to Removing Obstacles to Housing (PRO) grant application of up to $10,000,000 to support infrastructure expansion and blight removal efforts.

## N. ORDINANCES – FIRST PRESENTATION

## O. APPROVAL OF CONSENT AGENDA

*I move to approve all Resolutions Set Forth in the Consent Agenda; Pass the Ordinances of the Consent Agenda, Setting the Public Hearings for August 10, 2026, and Order the Ordinances to*

*be published BY TITLE.*

## P. REGULAR AGENDA

## Q. RESOLUTIONS

Q1 A Resolution approving and authorizing the Purchasing Agent to execute an agreement in an amount not to exceed $999,459 between the City of Pueblo, a Colorado Municipal Corporation, and Brown and Caldwell, Inc., a California Corporation, for the design of a third primary clarifier and an aerated grit removal system

Q2 A Resolution authorizing the transfer of $900,000 to Project ED0801, RMS/IQOR Lease: Pope block previously established in the 1992-2026 Sales and Use Tax Capital Improvements Project Fund

Q3 A Resolution supporting and consenting to nomination of The Plaza Verde Park to the National Register of Historic Places

## R. ORDINANCES – FINAL PRESENTATION

R1 An Ordinance calling a Special Municipal Election to be held on November 3, 2026, directing that the Special Municipal Election be conducted as part of a Coordinated Election, adopting for use at the Special Municipal Election the requirements and procedures of the Uniform Election Code of 1992 except to the extent the Uniform Election Code of 1992 conflicts with a specific provision of the Charter of the City of Pueblo, and suspending for such purposes the Pueblo Election Code and all Ordinances and Resolutions of the City in conflict therewith - *Introduced July 13, 2026 by Councilor Brett Boston*

R2 An Ordinance budgeting and appropriating funds in the amount of $490,000 from the unappropriated fund balance of the general fund to Account 10114001-51060 in the amount of $30,000, and to Account 10180200-58197 in the amount of $460,000 - *Introduced July 13, 2026 by Councilor Brett Boston*

R3 An Ordinance authorizing the Director of Finance to forgive interest accrued to a 2005 Affordable Housing Development Loan Agreement upon repayment in full of the principal balance, related to the Villas of Pueblo II Affordable Housing Project, and to direct the repaid funds to the City's Home Program as Program Income - *Introduced July 13, 2026 by Councilor Brett Boston*

R4 An Ordinance Approving and Accepting a grant from the Colorado Department of Local Affairs in the Amount of $200,000.00 to provide Homeowner Rehablitation; Authorizing the Mayor to sign the Grant Agreement, Establishing Project HS2602, and Budgeting and Appropriating $200,000.00 to Project No. HS2602 - *Introduced July 13, 2026 by Councilor Brett Boston*

R5 An Ordinance approving a Lease Extension Agreement between the City of Pueblo, a Colorado Municipal Corporation, and Lockheed Martin Corporation, a Maryland Corporation, extending the term of the Lease of Premises at the Pueblo Memorial Airport, and authorizing the Mayor to execute the Agreement - *Introduced July 13, 2026 by Councilor Brett Boston*

R6 An Ordinance approving the compensation of Fairfield & Woods, P.C. related to representation of the City in Public Utilities Commission Proceeding No. 24A-0442E pursuant to the Engagement Agreement, approving the corresponding Conflict of Interest Waiver, and authorizing the Mayor to execute the same - *Introduced July 13, 2026 by Councilor Brett Boston*

R7 An Ordinance amending Chapter 2 of Title III of the Pueblo Municipal Code relating to fire

bans, smoking, fireworks and open burning adding Sections 7 through 16 - *Introduced July 13, 2026 by Councilor Brett Boston*

R8 An Ordinance approving and accepting the updated Crisis Intervention Team (CIT) Master Services Agreement between the City of Pueblo and Health Solutions - *Introduced July 13, 2026 by Councilor Brett Boston*

R9 An Ordinance approving and accepting a grant agreement and applicable conditions pertaining thereto with the State of Colorado Department of Law Peace Officer Standards and Training (POST), establishing Project Number PS2606, budgeting and appropriating funds into Project PS2606, authorizing the Mayor to execute same - *Introduced July 13, 2026 by Councilor Brett Boston*

R10 An Ordinance approving an Intergovernmental Agreement between the City of Pueblo, a Colorado Municipal Corporation, and the State of Colorado, acting by and through the Colorado Department of Transportation, Project: SHO M086-106 (27194) Prairie and St Clair Improvements, accepting a grant in the amount of $621,000, establishing Project Account CI2616, CDOT Grant Prairie & St Clair, transferring $69,000 from Project Account HUAN01, Street Resurfacing Project to Project Account CI2616, CDOT Grant Prairie & St Clair Project, budgeting and appropriating funds in the amount of $690,000, and authorizing the Mayor to execute same - *Introduced July 13, 2026 by Councilor Brett Boston*

## S. COMMUNICATIONS

S1 A Citizen Filed an Ethics Complaint against Mayor Heather Graham

## T. ADJOURN

# Proclamation

## *"Daughters of American Revolution Day"*

***July 27, 2026***

**WHEREAS:** The National Society "Daughters of the American Revolution" was founded in 1890 as a nonprofit, nonpolitical, women's service organization, dedicated to historic preservation, education, and patriotism; and

**WHEREAS:** For generations, members have honored the legacy of the men and women who helped secure American independence by preserving historical records, protecting historic places, promoting civic knowledge, and strengthening appreciation for the principles upon which our nation was founded; and

**WHEREAS:** Through scholarships, education, literacy initiatives, genealogical research, support for schools, and patriotic service, the Daughters of the American Revolution continue to encourage informed citizenship and a deeper understanding of America's history; and

**WHEREAS:** Their commitment to service reflects a profound devotion to community, country, and the enduring ideals of liberty, justice, equality, and civic responsibility; and

**WHEREAS:** The local Arkansas Valley Chapter of the Daughters of the American Revolution, established in 1902, has contributed countless volunteer hours to honoring veterans, supporting active-duty military personnel and their families, preserving family and community histories, and inspiring future generations to value the freedoms and responsibilities of American citizenship.

**NOW, THEREFORE, WE, the City Council of the City of Pueblo, Colorado, by the authority vested in us,** do hereby proclaim July 27, 2026, as **"Daughters of American Revolution Day"** in the City of Pueblo, Colorado, and recognize the Daughters of the American Revolution for their lasting contributions to the preservation of our nation's heritage, the advancement of education, and the promotion of patriotic service.




***IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Pueblo, Colorado, to be affixed this 27th day of July 2026.***

*Mark Aliff*
***President of the City Council***

# REGULAR CITY COUNCIL MEETING
# CITY COUNCIL CHAMBERS – CITY HALL
# #1 CITY HALL PLACE
# MONDAY, JULY 13, 2026 - 5:30 PM

## MINUTES

## A. CALL TO ORDER

President Aliiff called the meeting to order at 5:30 p.m.

## B. INVOCATION

## C. PLEDGE OF ALLEGIANCE

## D. ROLL CALL

**Council Members Present:** Mark Aliff, Brett Boston, Roger Gomez, Joe Latino, Ted Hernandez, Dianne Danti, Selena Ruiz-Gomez.

**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: "BREAST CANCER SURVIVORS DAY" — JULY 16, 2026" — RICK BAKER, CEO — BECKY BAKER FOUNDATION

## E2 PROCLAMATION PRESENTATION: "PUEBLO COUNTY FAIR DAYS — JULY 17–26, 2026" — CODY SHUE, COUNTY FAIR ASSISTANT & VICKIE INGRAM, COUNTY FAIR BOARD PRESIDENT

## E3 PROCLAMATION PRESENTATION: "EXCELLENCE IN FINANCIAL REPORTING DAY — JULY 13, 2026" — CITY OF PUEBLO FINANCE DEPARTMENT

## E4 RECOGNITION PRESENTATION: "2026-27 COLORADO STATE FAIR FIESTA QUEEN AND COURT" - ALICIA JIMENEZ, PAGEANT CHAIR & THE FIESTA QUEEN AND COURT, ANAHI ALEXIS VASQUEZ, STEPHANIE BELTRAN, VASHTI JORDAN TRUJILLO, AND HAYLIE NICOLE URIAS GONZALEZ

## F. PUBLIC FORUM

- George Koncilja, Fire
- Rite Gonzales, Sharing Public Funds
- Elvis Martinez, Ethics, C.R.S. Violation
- Kimberly Cantian, Parking
- Reece Cambo, Parking
- Dave DeCenzo, Pueblo Reputation

## 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 Hernandez, moved to amend by moving N3 to the beginning of the regular meeting, tabling Q3, S1, S20, moving S11, S12, S13 to the August 24th meeting and approving the agenda as amended.

Roll Call - **Ayes:** President Aliff, Councilor Boston, Councilor Gomez, Councilor Latino, Councilor Hernandez, Councilor Danti, Councilor Ruiz-Gomez. **Nays:** None. Motion Passed 7-0.

## J. READING AND APPROVAL OF MINUTES

## J1 CITY COUNCIL MINUTES 062226

Councilor Boston, seconded by Councilor Gomez, moved to dispense with the reading and approve the Minutes of the Regular Meeting dated **June 22, 2026** as distributed.

Roll Call - **Ayes:** President Aliff, Councilor Boston, Councilor Gomez, Councilor Latino, Councilor Hernandez, Councilor Danti, Councilor Ruiz-Gomez. **Nays:** None. Motion Passed 7-0.

## K. CONSENT AGENDA

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

## L. COMMUNICATIONS

## L1 MINUTES OF PLANNING AND ZONING COMMISSION MEETING FOR 5/13/2026

## M. RESOLUTIONS

## M1 A RESOLUTION AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF $412,573.65 TO RUSS GRADING & EXCAVATING, LLC, FOR

**PROJECT NO. 26-029, STORMWATER IMPROVEMENTS - PIKES PEAK PARK, SETTING FORTH $85,000 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME**

This Resolution was assigned as **16360**.

**M2 A RESOLUTION RATIFYING AN EMERGENCY CONSTRUCTION CONTRACT IN THE AMOUNT OF $305,288.31 WITH PARKER EXCAVATING, INC., FOR EMERGENCY SANITARY SEWER POINT REPAIR AT 1740 WABASH AVE, PROJECT NO. 24-033 (WWAN03) AND APPROVING THE PURCHASING AGENT'S EXECUTION OF THE SAME**

This Resolution was assigned as **16361**.

**M3 A RESOLUTION AUTHORIZING THE TRANSFER OF APPROPRIATIONS IN THE AMOUNT OF $202,673 DOLLARS FROM THE 10160204-51060 PART-TIME WAGES ACCOUNT TO THE 10103001-51060 PART-TIME WAGES ACCOUNT TO SUPPORT THE PERSONNEL TRANSFER OF PART-TIME STAFF FROM THE PARKS DEPARTMENT TO THE MUNICIPAL COURT.**

This Resolution was assigned as **16362**.

**M4 A RESOLUTION APPROVING AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE AN AGREEMENT IN AN AMOUNT NOT TO EXCEED $171,490 BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND BROWN AND CALDWELL, INC., A CALIFORNIA CORPORATION, FOR THE MEMORIAL AIRPORT LIFT STATION AND FORCE MAINS ASSESSMENT**

This Resolution was assigned as **16363**.

**M5 A RESOLUTION RATIFYING AN EMERGENCY CONSTRUCTION CONTRACT IN THE AMOUNT OF $12,893.22 WITH MILLER PIPELINE LLC FOR EMERGENCY SANITARY SEWER POINT REPAIR AT 923 LAKE AVE, PROJECT NO. 24-033 (WWAN03) AND APPROVING THE PURCHASING AGENT'S EXECUTION OF THE SAME**

This Resolution was assigned as **16364**.

**M6 A RESOLUTION RATIFYING AN EMERGENCY CONSTRUCTION CONTRACT IN THE AMOUNT OF $12,769.55 WITH PARKER EXCAVATING, INC., FOR EMERGENCY SANITARY SEWER POINT REPAIR AT 74 REGENCY BLVD, PROJECT NO. 24-033 (WWAN03) AND APPROVING THE PURCHASING AGENT'S EXECUTION OF THE SAME**

This Resolution was assigned as **16365**.

**M7 A RESOLUTION RATIFYING AN EMERGENCY CONSTRUCTION CONTRACT IN THE AMOUNT OF $12,105.63 WITH PARKER EXCAVATING INC. FOR EMERGENCY SANITARY SEWER POINT REPAIR AT 2220 LAKE AVE, PROJECT NO. 24-033 (WWAN03) AND APPROVING THE PURCHASING AGENT'S EXECUTION OF THE SAME**

This Resolution was assigned as **16366**.

**M8 A RESOLUTION RATIFYING AN EMERGENCY CONSTRUCTION CONTRACT IN THE AMOUNT OF $12,004.95 WITH PARKER EXCAVATING, INC., FOR**

**EMERGENCY SANITARY SEWER POINT REPAIR AT 501 N ELIZABETH, PROJECT NO. 24-033 (WWAN03) AND APPROVING THE PURCHASING AGENT'S EXECUTION OF THE SAME**

This Resolution was assigned as **16367**.

**M9 A RESOLUTION RATIFYING THE JOINT PUEBLO-BOONE APPOINTMENT OF DEREK CHAVEZ TO SERVE ON THE ELECTRICAL BOARD OF APPEALS OF THE SOUTHERN COLORADO BUILDING COMMISSION (SCBC)**

This Resolution was assigned as **16368**.

**M10 A RESOLUTION CONFIRMING THE APPOINTMENT BY THE MAYOR OF HEATHER BARTON TO SERVE A FIVE-YEAR TERM EXPIRING JULY 31, 2031, ON THE PUEBLO CONSERVANCY DISTRICT**

This Resolution was assigned as **16369**.

**M11 A RESOLUTION AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT (REV-26-11) FOR THE USE OF THE PUBLIC RIGHT-OF-WAY ALONG SMALL AVENUE BETWEEN SCRANTON AVENUE AND EUCLID AVENUE FOR THE PURPOSE OF THE ANNUAL COLORADO STATE FAIR BAND DAY PARADE**

This Resolution was assigned as **16370**.

**M12 A RESOLUTION AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT (REV-26-12) TO THE COLORADO STATE FAIR FOR THE USE OF THE PUBLIC RIGHT-OF-WAY ALONG SMALL AVENUE BETWEEN SCRANTON AVENUE AND EUCLID AVENUE FOR THE PURPOSE OF CLOSURE OF THE PERMITTED AREA TO VEHICULAR TRAFFIC FOR THE DEMOLITION DERBY**

This Resolution was assigned as **16371**.

**M13 A RESOLUTION APPROVING COMPENSATION WITH RESPECT TO A LEGAL SERVICES AGREEMENT WITH SEMPLE, FARRINGTON, EVERALL AND CASE**

This Resolution was assigned as **16372**.

**M14 A RESOLUTION APPROVING AMENDED BY-LAWS OF THE PUEBLO HOMELESS COMMISSION**

This Resolution was assigned as **16373**.

## N. ORDINANCES – FIRST PRESENTATION

**N1 AN ORDINANCE CALLING A SPECIAL MUNICIPAL ELECTION TO BE HELD ON NOVEMBER 3, 2026, DIRECTING THAT THE SPECIAL MUNICIPAL ELECTION BE CONDUCTED AS PART OF A COORDINATED ELECTION, ADOPTING FOR USE AT THE SPECIAL MUNICIPAL ELECTION THE REQUIREMENTS AND PROCEDURES OF THE UNIFORM ELECTION CODE OF 1992 EXCEPT TO THE EXTENT THE UNIFORM ELECTION CODE OF 1992 CONFLICTS WITH A SPECIFIC PROVISION OF THE CHARTER OF THE CITY OF PUEBLO, AND SUSPENDING FOR SUCH PURPOSES THE PUEBLO ELECTION CODE AND ALL ORDINANCES AND RESOLUTIONS OF THE CITY IN CONFLICT THEREWITH**

**N2 AN ORDINANCE BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF $490,000 FROM THE UNAPPROPRIATED FUND BALANCE OF THE GENERAL FUND TO ACCOUNT 10114001-51060 IN THE AMOUNT OF $30,000, AND TO ACCOUNT 10180200-58197 IN THE AMOUNT OF $460,000**

**N4 AN ORDINANCE APPROVING AND ACCEPTING A GRANT FROM THE COLORADO DEPARTMENT OF LOCAL AFFAIRS IN THE AMOUNT OF $200,000.00 TO PROVIDE HOMEOWNER REHABLITATION; AUTHORIZING THE MAYOR TO SIGN THE GRANT AGREEMENT, ESTABLISHING PROJECT PL2602, AND BUDGETING AND APPROPRIATING $200,000.00 TO PROJECT NO. PL2602**

**N5 AN ORDINANCE APPROVING A LEASE EXTENSION AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND LOCKHEED MARTIN CORPORATION, A MARYLAND CORPORATION, EXTENDING THE TERM OF THE LEASE OF PREMISES AT THE PUEBLO MEMORIAL AIRPORT, AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT**

**N6 AN ORDINANCE APPROVING THE COMPENSATION OF FAIRFIELD & WOODS, P.C. RELATED TO REPRESENTATION OF THE CITY IN PUBLIC UTILITIES COMMISSION PROCEEDING NO. 24A-0442E PURSUANT TO THE ENGAGEMENT AGREEMENT, APPROVING THE CORRESPONDING CONFLICT OF INTEREST WAIVER, AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME**

**N7 AN ORDINANCE AMENDING CHAPTER 2 OF TITLE III OF THE PUEBLO MUNICIPAL CODE RELATING TO FIRE BANS, SMOKING, FIREWORKS AND OPEN BURNING ADDING SECTIONS 7 THROUGH 16**

**N8 AN ORDINANCE APPROVING AND ACCEPTING THE UPDATED CRISIS INTERVENTION TEAM (CIT) MASTER SERVICES AGREEMENT BETWEEN THE CITY OF PUEBLO AND HEALTH SOLUTIONS**

**N9 AN ORDINANCE APPROVING AND ACCEPTING A GRANT AGREEMENT AND APPLICABLE CONDITIONS PERTAINING THERETO WITH THE STATE OF COLORADO DEPARTMENT OF LAW PEACE OFFICER STANDARDS AND TRAINING (POST), ESTABLISHING PROJECT NUMBER PS2606, BUDGETING AND APPROPRIATING FUNDS INTO PROJECT PS2606, AUTHORIZING THE MAYOR TO EXECUTE SAME**

**N10 AN ORDINANCE APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE STATE OF COLORADO, ACTING BY AND THROUGH THE COLORADO DEPARTMENT OF TRANSPORTATION, PROJECT: SHO M086-106 (27194) PRAIRIE AND ST CLAIR IMPROVEMENTS, ACCEPTING A GRANT IN THE AMOUNT OF $621,000, ESTABLISHING PROJECT ACCOUNT CI2616, CDOT GRANT PRAIRIE & ST CLAIR, TRANSFERRING $69,000 FROM PROJECT ACCOUNT HUAN01, STREET RESURFACING PROJECT TO PROJECT ACCOUNT CI2616, CDOT GRANT PRAIRIE & ST CLAIR PROJECT, BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF $690,000, AND AUTHORIZING THE MAYOR TO EXECUTE SAME**

## O. APPROVAL OF CONSENT AGENDA

Councilor Boston, seconded by Councilor Latino, moved to approve all Resolutions Set Forth in the Consent Agenda, Pass the Ordinances of the Consent Agenda, Setting the Public Hearings for July 27, 2026, and Order the Ordinances to be published BY TITLE.

Roll Call – **Ayes:** President Aliff, Councilor Boston, Councilor Gomez, Councilor Latino, Councilor Hernandez, Councilor Danti, Councilor Ruiz-Gomez. **Nays:** None. Motion Passed 7-0.

## P. REGULAR AGENDA

**N3 AN ORDINANCE AUTHORIZING THE DIRECTOR OF FINANCE TO FORGIVE INTEREST ACCRUED TO A 2005 AFFORDABLE HOUSING DEVELOPMENT LOAN AGREEMENT UPON REPAYMENT IN FULL OF THE PRINCIPAL BALANCE, RELATED TO THE VILLAS OF PUEBLO II AFFORDABLE HOUSING PROJECT, AND TO DIRECT THE REPAID FUNDS TO THE CITY'S HOME PROGRAM AS PROGRAM INCOME**

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

Councilor Boston, seconded by Councilor Gomez, moved to pass the Ordinance, Setting the Public Hearing for July 27, 2026, and Order the Ordinance to be published BY TITLE.

Roll Call - **Ayes:** President Aliff, Councilor Boston, Councilor Gomez, Councilor Latino, Councilor Hernandez, Councilor Danti. **Nays:** Councilor Ruiz-Gomez. Motion Passed 6-1.

## Q. RESOLUTIONS

**Q1 A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2026 GENERAL FUND BUDGET TO COLORADO STATE FAIR FIESTA COMMITTEE IN THE AMOUNT OF $2,500 TO SPONSOR NOCHE DE FIESTA AT 5:00 PM AT THE PUEBLO CONVENTION CENTER ON SATURDAY, AUGUST 15, 2026**

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

Councilor Danti, seconded by Councilor Gomez, moved to amend the sponsorship from $2,500 to $1,500 and approve the Resolution as amended..

Roll Call - **Ayes:** Councilor Gomez, Councilor Latino, Councilor Hernandez, Councilor Danti, Councilor Ruiz-Gomez. **Nays:** President Aliff, Councilor Boston. Motion Passed 5-2.

This Resolution was assigned as **16374**.

**Q2 A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2026 GENERAL FUND BUDGET TO NEIGHBORWORKS SOUTHERN COLORADO IN THE AMOUNT OF $1,000 TO SPONSOR THE CELEBRATION OF HOME LUNCHEON FUNDRAISER FROM 11:00 AM TO 2:00 PM ON FRIDAY, AUGUST 14, 2026, AT CSU PUEBLO, OCCHIATO BALLROOM**

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

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

Roll Call - **Ayes:** President Aliff, Councilor Boston, Councilor Gomez, Councilor Latino, Councilor Hernandez, Councilor Danti, Councilor Ruiz-Gomez. **Nays:** None. Motion Passed 7-0.

This Resolution was assigned as **16375**.

**Q3 A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2026 GENERAL FUND BUDGET TO PUEBLO COUNTY EXTENSION OFFICE IN THE AMOUNT OF $1,000 TO SPONSOR FAMILY FUN DAY FROM 10:00 AM TO 4:00 PM, ON FRIDAY, JULY 24, 2026, AT THE COLORADO STATE FAIR GROUNDS**

This Resolution was tabled.

**Q4 A RESOLUTION AUTHORIZING THE TRANSFER OF PREVIOUSLY BUDGETED AND APPROPRIATED FUNDS IN THE AMOUNT OF $400,000 FROM 525-41800-56901, WASTEWATER PROJECTS TO BE DETERMINED TO ACCOUNT PROJECT WW2305 - PRETREATMENT BUILDING, AUTHORIZING THE TRANSFER OF PREVIOUSLY BUDGETED AND APPROPRIATED FUNDS IN THE AMOUNT OF $335,800 FROM ACCOUNT PROJECT WW2304 - SECONDARY CLARIFIER TO ACCOUNT PROJECT WW2305 - PRETREATMENT BUILDING, AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF $2,238,647 TO BAHA CONSTRUCTION, INC., FOR PROJECT NO. 26-026, REMODEL - WASTEWATER TREATMENT PLANT PRE-TREATMENT BUILDING, SETTING FORTH $335,800 FOR CONTINGENCIES, 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, and Andrew Hayes, Director of Public Works.

- Regina Maestri appeared in person and spoke against this Resolution.

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

Roll Call - **Ayes:** President Aliff, Councilor Boston, Councilor Latino, Councilor Hernandez, Councilor Danti, Councilor Ruiz-Gomez. **Nays:** Councilor Gomez. Motion Passed 6-1.

This Resolution was assigned as **16376**.

## R. QUASI-JUDICIAL PROCEEDINGS

## R1 AN ORDINANCE APPROVING THE BEHM-HILL RANCH SUBDIVISION A SPECIAL AREA PLAN

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 # S-25-09 dated March 11, 2026, be made part of the record for this hearing. So ordered by President Aliff.

**PUBLIC HEARING:**

- Randy Reves appeared by zoom and spoke in favor of this Ordinance.

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

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

Roll Call - **Ayes:** President Aliff, Councilor Boston, Councilor Gomez, Councilor Latino, Councilor Hernandez, Councilor Danti, Councilor Ruiz-Gomez. **Nays:** None. Motion Passed 7-0.

This Ordinance was assigned as **11213.**

## R2 AN ORDINANCE APPROVING A SPECIAL AREA PLAN FOR THE BEHM-HILL RANCH SUBDIVISION

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 # SAP-26-01, dated March 11, 2026, 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 Hernandez, moved to approve the Ordinance on final presentation.

Roll Call - **Ayes:** President Aliff, Councilor Boston, Councilor Gomez, Councilor Latino, Councilor Hernandez, Councilor Danti, Councilor Ruiz-Gomez. **Nays:** None. Motion Passed 7-0.

This Ordinance was assigned as **11214.**

## R3 AN ORDINANCE AMENDING ZONING RESTRICTIONS TO REZONE 105 LEHIGH AVE FROM R-4, MIXED RESIDENTIAL ZONE DISTRICT TO B-1, NEIGHBORHOOD BUSINESS ZONE DISTRICT

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 # Z-25-21, dated December 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 Latino, seconded by Councilor Danti, moved to approve the Ordinance on final presentation.

Roll Call - **Ayes:** President Aliff, Councilor Boston, Councilor Gomez, Councilor Latino, Councilor Hernandez, Councilor Danti, Councilor Ruiz-Gomez. **Nays:** None. Motion Passed 7-0.

This Ordinance was assigned as **11215.**

## S. ORDINANCES – FINAL PRESENTATION

### S1 AN ORDINANCE APPROVING AN ECONOMIC DEVELOPMENT AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND PUEBLO STEAM WORKS DBA SOUTHERN COLORADO SCIENCE CENTER DBA LEONARDO DA VINCI MUSEUM OF NORTH AMERICA, A COLORADO NONPROFIT CORPORATION AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME; ESTABLISHING PROJECT NO. ED2602 - LEONARDO DA VINCI MUSEUM; AND BUDGETING AND APPROPRIATING $1,817,044 FROM THE UNENCUMBERED FUND BALANCE OF THE 1992-2031 SALES AND USE TAX CAPITAL IMPROVEMENT PROJECTS FUND TO PROJECT NO. ED2602 - LEONARDO DA VINCI MUSEUM

This Resolution was tabled.

### S2 AN ORDINANCE APPROVING, ACCEPTING, BUDGETING, AND APPROPRIATING A UNITED STATES DEPARTMENT OF TRANSPORTATION GRANT CO-2026-010 ADMINISTERED BY THE FEDERAL TRANSIT ADMINISTRATION, AWARD, AND APPLICABLE CONDITIONS PERTAINING THERETO, BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE FEDERAL TRANSIT ADMINISTRATION ESTABLISHING PROJECT NO. BC2601, BUDGETING AND APPROPRIATING $15,687,944 DOLLARS AND AUTHORIZING THE MAYOR TO EXECUTE SAME

A staff report and detailed review of the Ordinance was given by Ben Valdez, Director of Transit.

**PUBLIC HEARING:**

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

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

Roll Call - **Ayes:** President Aliff, Councilor Boston, Councilor Gomez, Councilor Latino, Councilor Hernandez, Councilor Danti, Councilor Ruiz-Gomez. **Nays:** None. Motion Passed 7-0.

This Ordinance was assigned as **11216.**

**S3 AN ORDINANCE APPROVING, ACCEPTING, BUDGETING, AND APPROPRIATING A DEPARTMENT OF TRANSPORTATION GRANT NUMBER 26-HTR-ZL-00178 ADMINISTERED BY THE COLORADO DEPARTMENT OF TRANSPORTATION, TO DISBURSE SENATE BILL 267 FUNDS, AWARD, AND APPLICABLE CONDITIONS PERTAINING THERETO, BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND THE COLORADO DEPARTMENT OF TRANSPORTATION, ESTABLISHING PROJECT NUMBER BC2601, BUDGETING AND APPROPRIATING $2,910,293 DOLLARS FOR TWELVE BUS REPLACEMENTS, AND AUTHORIZING THE MAYOR TO EXECUTE SAME**

A staff report and detailed review of the Ordinance was given by Ben Valdez, Director of Transit.

**PUBLIC HEARING:**

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

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

Roll Call - **Ayes:** President Aliff, Councilor Boston, Councilor Gomez, Councilor Latino, Councilor Hernandez, Councilor Danti, Councilor Ruiz-Gomez. **Nays:** None. Motion Passed 7-0.

This Ordinance was assigned as **11217.**

**S4 AN ORDINANCE APPROVING, ACCEPTING, BUDGETING, AND APPROPRIATING A DEPARTMENT OF TRANSPORTATION GRANT NUMBER 26-HTR-ZL-00179 ADMINISTERED BY THE COLORADO DEPARTMENT OF TRANSPORTATION, TO DISBURSE SENATE BILL 267 FUNDS, AWARD, AND APPLICABLE CONDITIONS PERTAINING THERETO, BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND THE COLORADO DEPARTMENT OF TRANSPORTATION, ESTABLISHING PROJECT NUMBER BC2601, BUDGETING AND APPROPRIATING $970,097 DOLLARS FOR FOUR BUS EXPANSION, AND AUTHORIZING THE MAYOR TO EXECUTE SAME**

A staff report and detailed review of the Ordinance was given by Ben Valdez, Director of Transit.

**PUBLIC HEARING:**

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

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

Roll Call - **Ayes:** President Aliff, Councilor Boston, Councilor Gomez, Councilor Latino, Councilor Hernandez, Councilor Danti, Councilor Ruiz-Gomez. **Nays:** None. Motion

Passed 7-0.

This Ordinance was assigned as **11218.**

**S5 AN ORDINANCE APPROVING, ACCEPTING, BUDGETING, AND APPROPRIATING A DEPARTMENT OF TRANSPORTATION GRANT NUMBER 26-HTR-ZL-00196 ADMINISTERED BY THE COLORADO DEPARTMENT OF TRANSPORTATION, TO DISBURSE SENATE BILL 267 FUNDS, AWARD, AND APPLICABLE CONDITIONS PERTAINING THERETO, BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND THE COLORADO DEPARTMENT OF TRANSPORTATION, ESTABLISHING PROJECT NUMBER BC2601, BUDGETING AND APPROPRIATING $19,610 DOLLARS FOR WORKFORCE DEVELOPMENT, AND AUTHORIZING THE MAYOR TO EXECUTE SAME**

A staff report and detailed review of the Ordinance was given by Ben Valdez, Director of Transit.

**PUBLIC HEARING:**

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

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

Roll Call - **Ayes:** President Aliff, Councilor Boston, Councilor Gomez, Councilor Latino, Councilor Hernandez, Councilor Danti, Councilor Ruiz-Gomez. **Nays:** None. Motion Passed 7-0.

This Ordinance was assigned as **11219.**

**S6 AN ORDINANCE ESTABLISHING PROJECT ACCOUNT ED2603 - ECON DEV STRATEGIC PLAN AND TRANSFERRING, BUDGETING, AND APPROPRIATING FUNDS IN THE AMOUNT OF $400,000 FROM THE UNAPPROPRIATED BALANCE OF THE 1992-2026 SALES AND USE TAX CAPITAL IMPROVEMENT PROJECTS FUND INTO ED2603 - ECON DEV STRATEGIC PLAN**

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

**PUBLIC HEARING:**

- Nickie Hart appeared in person and spoke against this Ordinance.
- Regina Maestri appeared in person and spoke against this Ordinance.
- Elvis Martinez appeared in person and spoke against this Ordinance.

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

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

Roll Call - **Ayes:** President Aliff, Councilor Boston. **Nays:** Councilor Gomez, Councilor Latino, Councilor Hernandez, Councilor Danti, Councilor Ruiz-Gomez. Motion Failed 2-5.

**S7 AN ORDINANCE AMENDING SECTION 6-8-10 OF CHAPTER 8 OF TITLE VI OF THE PUEBLO MUNICIPAL CODE RELATING TO REQUIRED MEDICAL EXAMINATIONS FOR EMPLOYEES PRIOR TO THEIR APPOINTMENT TO A CITY POSITION**

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

**PUBLIC HEARING:**

Elvis Martinez appeared in person and spoke against this Ordinance.

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

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

Roll Call - **Ayes:** President Aliff, Councilor Boston, Councilor Gomez, Councilor Latino, Councilor Hernandez, Councilor Danti, Councilor Ruiz-Gomez. **Nays:** None. Motion Passed 7-0.

This Ordinance was assigned as **11220.**

**S8 AN ORDINANCE TO APPROVE A MEMORANDUM OF UNDERSTANDING BETWEEN THE STATE OF COLORADO DEPARTMENT OF PUBLIC SAFETY AND THE PUEBLO FIRE DEPARTMENT ALLOWING THE AUTHORITY HAVING JURISDICTION ("AHJ") OVER STATE OF COLORADO DEPARTMENT OF PUBLIC SAFETY FACILITIES OPERATIONS IN PUEBLO CITY LIMITS FOR BUILDING CONSTRUCTION PLAN REVIEW AND RELATED INSPECTIONS, FIRE SAFETY INSPECTIONS, AND FIRE SAFETY PERMITS AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME**

A staff report and detailed review of the Ordinance was given by Barb Huber, Fire Chief.

**PUBLIC HEARING:**

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

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

Roll Call - **Ayes:** President Aliff, Councilor Boston, Councilor Gomez, Councilor Latino, Councilor Hernandez, Councilor Danti, Councilor Ruiz-Gomez. **Nays:** None. Motion Passed 7-0.

This Ordinance was assigned as **11221.**

**S9 AN ORDINANCE AMENDING PUEBLO MUNICIPAL CODE SECTION 11-4-16 DISPOSITION OF IMPOUNDED ANIMALS**

A staff report and detailed review of the Ordinance was given by Elizabeth Sexton-Drake, Assistant City Attorney.

**PUBLIC HEARING:**

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

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

Roll Call - **Ayes:** President Aliff, Councilor Boston, Councilor Gomez, Councilor Latino, Councilor Hernandez, Councilor Danti, Councilor Ruiz-Gomez. **Nays:** None. Motion Passed 7-0.

This Ordinance was assigned as **11222.**

**S10 AN ORDINANCE APPROVING A LEASE BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND IQOR US, INC., A DELAWARE CORPORATION FOR THE LEASE OF CITY OWNED PROPERTY LOCATED AT 317 NORTH MAIN STREET, PUEBLO, COLORADO 81003 AND AUTHORIZING THE MAYOR TO EXECUTE SAID LEASE**

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

**PUBLIC HEARING:**

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

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

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

Roll Call - **Ayes:** President Aliff, Councilor Boston, Councilor Gomez, Councilor Latino, Councilor Hernandez, Councilor Danti, Councilor Ruiz-Gomez. **Nays:** None. Motion Passed 7-0.

This Ordinance was assigned as **11223.**

**S11 AN ORDINANCE ADOPTING RULES AND REGULATIONS FOR THE MANAGEMENT, OPERATION, CONTROL, AND USE OF PUEBLO MEMORIAL AIRPORT**

This Ordinance was continued to August 24, 2026.

**S12 AN ORDINANCE ADOPTING MINIMUM STANDARDS FOR COMMERCIAL AERONAUTICAL ACTIVITIES AT PUEBLO MEMORIAL AIRPORT AND REPEALING ALL PRIOR MINIMUM STANDARDS FOR AERONAUTICAL ACTIVITIES**

This Ordinance was continued to August 24, 2026.

**S13 AN ORDINANCE ESTABLISHING A SCHEDULE OF RATES, CHARGES, AND PENALTIES FOR PUEBLO MEMORIAL AIRPORT (KPUB) AND REPEALING ORDINANCE NO. 10811**

This Ordinance was continued to August 24, 2026.

**S14 AN ORDINANCE APPROVING A HANGAR GROUND LEASE AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO HOME RULE MUNICIPAL**

**CORPORATION, AND PEARSON PROPERTIES, LLC, A COLORADO LIMITED LIABILITY COMPANY, FOR PROPERTY LOCATED AT 351 SKYWAY STREET AT PUEBLO MEMORIAL AIRPORT, AND SUPERSEDING THE PRIOR HANGAR GROUND LEASE APPROVED BY RESOLUTION NO. 9828**

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

**PUBLIC HEARING:**

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

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

Roll Call - **Ayes:** President Aliff, Councilor Boston, Councilor Gomez, Councilor Latino, Councilor Hernandez, Councilor Danti, Councilor Ruiz-Gomez. **Nays:** None. Motion Passed 7-0.

This Ordinance was assigned as **11224.**

**S15 AN ORDINANCE AMENDING APPROPRIATIONS AND COMPILING PREVIOUS AMENDMENTS TO THE GENERAL FUND, SPECIAL REVENUE FUNDS, ENTERPRISE FUNDS, INTERNAL SERVICE FUNDS, DEBT SERVICE FUNDS AND CAPITAL PROJECTS FUNDS, FOR THE FISCAL YEAR 2025 AND AMENDING THE BUDGET FOR THE YEAR 2025**

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

**PUBLIC HEARING:**

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

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

Roll Call - **Ayes:** President Aliff, Councilor Boston, Councilor Gomez, Councilor Latino, Councilor Hernandez, Councilor Danti, Councilor Ruiz-Gomez. **Nays:** None. Motion Passed 7-0.

This Ordinance was assigned as **11225.**

**S16 AN ORDINANCE TRANSFERRING FUNDS IN THE AMOUNT OF $60,000 FROM PROJECT ACCOUNT CI2503, MUNI COURT SMALL SUV TO CI2443, ADMIN OFFICES RELOCATION PROJECT, TRANSFERRING FUNDS IN THE AMOUNT OF $31,000 FROM THE UNAPPROPRIATED FUND BALANCE OF THE HEALTH SELF INSURANCE FUND, BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF $31,000 TO PROJECT ACCOUNT CI2613, EMPLOYEE CLINIC RENOVATIONS, APPROVING CONTRACT AMENDMENT NO. 1 IN THE AMOUNT OF $182,175 TO H.W. HOUSTON CONSTRUCTION, LLC, FOR PROJECT NO. 26-001, BUILDING REMODEL - 650 DITTMER AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME**

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

**PUBLIC HEARING:**

- Nickie Hart appeared in person and spoke against this Ordinance.
- Elvis Martinez appeared in person and spoke against this Ordinance.
- George Koncilja appeared in person and spoke against this Ordinance.

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

Councilor Danti, seconded by Councilor Gomez, moved to continue this Ordinance to August 24, 2026.

Roll Call - **Ayes:** Councilor Ruiz-Gomez. **Nays:** President Aliff, Councilor Boston, Councilor Gomez, Councilor Latino, Councilor Hernandez, Councilor Danti. Motion Failed 1-6.

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

Roll Call - **Ayes:** President Aliff, Councilor Boston, Councilor Ruiz-Gomez, Councilor Hernandez, Councilor Danti. **Nays:** Councilor Gomez, Councilor Latino. Motion Failed 2-5.

This Ordinance was assigned as **11226.**

**S17 AN ORDINANCE ESTABLISHING A NEW ACCOUNT PROJECT CI2617, EAGLERIDGE BLVD CUL-DE-SAC, TRANSFERRING FUNDS IN THE AMOUNT OF $150,000 FROM DEPOSIT ACCOUNT D0103, COMMERCIAL BUILDING ESCROWS TO ACCOUNT PROJECT CI2617, EAGLERIDGE BLVD CUL-DE-SAC, BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF $150,000, APPROVING AMENDMENT NO. 8 OF THE AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND SHORT-ELLIOTT-HENDRICKSON, INC., IN THE AMOUNT OF $17,070 FOR PROJECT NO. 21-075, DILLON AND EAGLERIDGE ROUNDABOUT, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME**

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

**PUBLIC HEARING:**

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

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

Roll Call - **Ayes:** President Aliff, Councilor Boston, Councilor Gomez, Councilor Latino, Councilor Hernandez, Councilor Danti. **Nays:** Councilor Ruiz-Gomez. Motion Passed 6-1.

This Ordinance was assigned as **11227.**

**S18 AN ORDINANCE APPROVING THE 1ST AMENDMENT TO PURCHASE ORDER NO. POGG1,EFAA,202400002306 ISSUED TO THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION (CITY), AND THE STATE OF**

**COLORADO, ACTING BY AND THROUGH THE COLORADO ENERGY OFFICE, FOR THE CHARGE AHEAD COLORADO GRANT, EXTENDING THE AVAILABILITY OF GRANT FUNDING THROUGH NOVEMBER 30, 2026**

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

**PUBLIC HEARING:**

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

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

Roll Call - **Ayes:** President Aliff, Councilor Boston, Councilor Gomez, Councilor Latino, Councilor Hernandez, Councilor Danti, Councilor Ruiz-Gomez. **Nays:** None. Motion Passed 7-0.

This Ordinance was assigned as **11228.**

**S19 AN ORDINANCE APPROVING A LEASE AGREEMENT BETWEEN THE CITY OF PUEBLO, COLORADO MUNICIPAL CORPORATION, AND CROSSOVER HEALTH MEDICAL GROUP, APC, A CALIFORNIA PROFESSIONAL CORPORATION, RELATED TO THE OPERATION OF AN EMPLOYEE HEALTH CLINIC, AND AUTHORIZING THE MAYOR TO EXECUTE SAME**

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

**PUBLIC HEARING:**

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

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

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

Roll Call - **Ayes:** President Aliff, Councilor Boston, Councilor Gomez, Councilor Latino, Councilor Hernandez, Councilor Danti. **Nays:** Councilor Ruiz-Gomez. Motion Passed 6-1.

This Ordinance was assigned as **11229.**

**S20 AN ORDINANCE APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE STATE OF COLORADO, ACTING BY AND THROUGH THE COLORADO DEPARTMENT OF TRANSPORTATION, PROJECT: SHO M086-106 (27194) PRAIRIE AND ST CLAIR IMPROVEMENTS, ACCEPTING A GRANT IN THE AMOUNT OF $756,000, ESTABLISHING PROJECT ACCOUNT CI2616, CDOT GRANT PRAIRIE & ST CLAIR, TRANSFERRING $84,000 FROM PROJECT ACCOUNT HUAN01, STREET RESURFACING PROJECT TO PROJECT ACCOUNT CI2616, CDOT GRANT PRAIRIE & ST CLAIR PROJECT, BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF $840,000, AND AUTHORIZING THE MAYOR TO**

**EXECUTE SAME**

This Ordinance was tabled.

## T. EXECUTIVE SESSION

**T1**

**AN EXECUTIVE SESSION FOR THE PURPOSE OF DETERMINING POSITIONS RELATIVE TO MATTERS THAT MAY BE SUBJECT TO NEGOTIATIONS, DEVELOPING STRATEGY FOR NEGOTIATIONS, AND/OR INSTRUCTING NEGOTIATORS, UNDER C.R.S. SECTION 24-6-402(4)(E)(I) AND THE FOLLOWING ADDITIONAL DETAILS ARE PROVIDED FOR IDENTIFICATION PURPOSES: *2027 COLLECTIVE BARGAINING AGREEMENT WITH IAFF LOCAL 3***

**AN EXECUTIVE SESSION FOR THE PURPOSE OF DETERMINING POSITIONS RELATIVE TO MATTERS THAT MAY BE SUBJECT TO NEGOTIATIONS, DEVELOPING STRATEGY FOR NEGOTIATIONS, AND/OR INSTRUCTING NEGOTIATORS, UNDER C.R.S. SECTION 24-6-402(4)(E)(I), AND FOR A CONFERENCE WITH THE CITY ATTORNEY FOR THE PURPOSE OF RECEIVING LEGAL ADVICE ON SPECIFIC LEGAL QUESTIONS UNDER C.R.S. §24-6-402(4)(B) AND THE FOLLOWING ADDITIONAL DETAILS ARE PROVIDED FOR IDENTIFICATION PURPOSES: *PUBLIC SERVICE COMPANY OF COLORADO: 2025 GAS RATE GAS (PROCEEDING NO. 25AL-0538G); AND POTENTIAL ECONOMIC DEVELOPMENT PROJECT –NORTH VISTA HIGHLANDS***

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

- 2027 collective bargaining agreement with IAFF Local 3
- Public Service Company of Colorado: 2025 Gas Rate Gas (Proceeding No. 25AL-0538G); and potential economic development project –North Vista Highlands

Roll Call – **Ayes:** Mark Aliff, Brett Boston, Roger Gomez, Joe Latino, Ted Hernandez, Dianne Danti, Selena Ruiz-Gomez.. **Nays:** None. Motion Passed 7 - 0.

The Executive Session started at 10:31p.m. The Executive Session ended at 11:27 p.m.

## U. ADJOURN

President Aliff adjourned the meeting at 11:28 p.m.

Respectfully submitted,



Vincent Petkosek
Deputy City Clerk

Docusign Envelope ID: 4812E3BA-6CFF-881C-83E7-7F90AA806F2C

**City Clerk's Office Item # J2**

**Background Paper for Proposed Resolution**

**COUNCIL MEETING DATE:** July 27, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Clyde Bishop, City Clerk

FROM: Beritt Odom, Director Planning and Community Development

SUBJECT: A RESOLUTION APPROVING THE SERVICE PLAN FOR JACKSON RANCH METROPOLITAN DISTRICT NOS. 1-7

## SUMMARY:

The property owner, RJPC Ranch, LLC,, is the proponent for the creation of Jackson Ranch Metropolitan District Nos. 1-7, established under Title 32 of the Colorado Revised Statutes, and has submitted a Consolidated Service Plan covering all seven proposed districts. The area where the districts would be established totals approximately eight hundred ninety-nine (899) acres located south of State Highway 78 and west of Little Burnt Mill Road, in the City of Pueblo, Pueblo County, Colorado. In accordance with Section 32-1-204.5, C.R.S., City Council is required to approve the Service Plan prior to proceeding with the remaining steps to form the districts under state statutes.

## PREVIOUS COUNCIL ACTION:

None.

## BACKGROUND:

City Council's approval of the Consolidated Service Plan for Jackson Ranch Metropolitan District Nos. 1-7 (collectively, the "Districts," and the plan, the "Service Plan") is the initial step in creating metropolitan districts under Title 32 of the Colorado Revised Statutes. The proposed Districts are located generally east and south of the Southside Landfill, southwest of the Ventana Subdivision, and northwest of Little Burnt Mill Road, in the City of Pueblo, Pueblo County, Colorado, and cover approximately 899 acres of currently undeveloped land. The Service Plan sets forth the financing, construction, operation, and maintenance of the public improvements and services to be provided within the service area.

The Districts are proposed to be formed as separate, distinct legal entities from the City, each with its own elected board of directors under the Colorado Special District

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Act. Subject to voter approval, the Districts will have authority to impose mill levies on property within their respective boundaries to finance authorized services and debt payments, as more specifically described in the Service Plan. The proposed Districts may not deviate in any material manner from the requirements of the Service Plan.

The Service Plan consists of a description of the proposed services, financial analyses, and general engineering plans showing how proposed facilities and services will be provided and financed. The Service Plan provides a general description of the facilities to be constructed, general estimated costs, and the standards of construction, including a statement that the facility and service standards of the Districts will be compatible with those of the City. Approval of the Service Plan by City Council does not imply any approval by the City of any development plan or improvement plan that is utilized or described in the Service Plan.

The seven-district structure is intended to provide flexibility to finance, operate, and maintain the public improvements needed to serve the Project as it phases in over time and to accommodate different anticipated land uses, including residential, commercial, industrial, and mixed-use property. The Districts are expected to enter into one or more intergovernmental agreements among themselves to govern the financing, installation, and construction of the improvements contemplated in the Service Plan, and each District will be responsible for coordinating the operation and maintenance of improvements within its boundaries, including any decision regarding the imposition of operations and maintenance mill levies.

The initial boundaries of each District are as follows: District No. 1, approximately 136.45 acres; District No. 2, approximately 47.06 acres; District No. 3, approximately 122.81 acres; District No. 4, approximately 133.90 acres; District No. 5, approximately 88.70 acres; District No. 6, approximately 146.25 acres; and District No. 7, approximately 223.70 acres. The Service Plan permits the boundaries of each District to be adjusted from time to time by inclusions and exclusions in accordance with Sections 32-1-401 *et seq*. and 32-1-501 *et seq*., C.R.S.

The Service Plan provides for the planning, design, acquisition, construction, installation, relocation, redevelopment, and financing of street, water, sanitation, safety protection, park and recreation, transportation, and limited fire protection improvements and services, as well as security services and covenant enforcement services within and outside the service area. Under the Service Plan, the Districts are authorized to provide such additional services and exercise such powers as are expressly or impliedly granted by Colorado law, subject to the limitations contained in the Service Plan.

The City is not obligated to own, operate, or maintain any of the improvements provided by the Districts, although any improvements ultimately accepted by the City must be designed and constructed in compliance with City Standards and the Pueblo Municipal Code. Improvements not dedicated to the City for ownership, operation, and maintenance may be owned, operated, and maintained by the Districts or by other appropriate entities.

The estimated cost of the public improvements is approximately $57,590,127 in 2026

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dollars. The Service Plan provides that the total Debt the Districts may issue, in the aggregate, shall not exceed $75,000,000. The Financial Plan provides for a Maximum Debt Mill Levy of sixty (60) mills for the payment of principal and interest on Debt that exceeds fifty percent (50%) of a District's assessed valuation, subject to adjustment for changes in the method of calculating assessed valuation or any constitutionally or legislatively mandated tax credit, cut, or abatement. Debt that is equal to or less than fifty percent (50%) of a District's assessed valuation is not subject to the Maximum Debt Mill Levy. The Maximum Debt Mill Levy Imposition Term is forty (40) years from the year of initial imposition, subject to refunding as permitted by Section 11-56-101 *et seq*., C.R.S.

**FINANCIAL IMPLICATIONS:**

Approval of the Service Plan does not impose any liability on the City, nor create any responsibility or liability on the part of the City for any of the Districts' obligations.

**BOARD/COMMISSION RECOMMENDATION:**

Not applicable.

**STAKEHOLDER PROCESS:**

Notice of the filing of the Service Plan with the City Clerk has been distributed to all existing taxing districts within the service area of the proposed Districts. Notice of the public hearing on the proposed Service Plan has been mailed to taxing entities with boundaries within a three-mile radius of the proposed Districts in accordance with Title 32, Colorado Revised Statutes. Publication of the public hearing on the proposed Service Plan was made in the Pueblo Chieftain newspaper, in accordance with Title 32, Colorado Revised Statutes.

**ALTERNATIVES:**

If the Service Plan is not approved, the proponent will be unable to proceed with the formation of the Districts, which requires Council's prior approval of the Service Plan under C.R.S. § 32-1-204.5 as a precondition to filing the organizational petition under C.R.S. § 32-1-301.

**RECOMMENDATION:**

Approval of the Resolution.

**ATTACHMENTS:**

1. Consolidated Service Plan

Docusign Envelope ID: 4812E3BA-6CFF-881C-83E7-7F90AA806F2C

RESOLUTION NO. 16377

A RESOLUTION APPROVING THE SERVICE PLAN FOR JACKSON RANCH METROPOLITAN DISTRICT NOS. 1-7

WHEREAS, a proposed Consolidated Service Plan for Jackson Ranch Metropolitan District Nos. 1-7 (collectively, the "Districts") was filed with the City Clerk (the "City Clerk") of the City of Pueblo, a Colorado Municipal Corporation (the "City"), pursuant to Section 32-1-204.5, C.R.S.; and

WHEREAS, the City Council of the City (the "Council") held a public hearing on said Service Plan on July 27, 2026; and

WHEREAS, notice of said public hearing was duly published in the "Pueblo Chieftain," a newspaper of general circulation within the boundaries of the Districts, on June 28, 2026; and

WHEREAS, a notice of the date, time, and location of the public hearing was mailed on July 7, 2026, to the governing body of the existing municipalities and special districts which have levied an ad valorem tax within the next preceding tax year and which have boundaries within a radius of three miles of the proposed boundaries of the Districts and, on July 7, 2026, to the petitioner and to the property owner; and

WHEREAS, the Council has considered the Service Plan in reference to the information and criteria required and set forth in Section 32-1-202(2) and Section 32-1-203(2), C.R.S., and in light of testimony and other evidence presented to it at said public hearing; and

WHEREAS, the Council hereby finds that the Service Plan should be approved as provided herein, pursuant to Section 32-1-204.5, C.R.S., NOW THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The information contained within the Service Plan for Jackson Ranch Metropolitan District Nos. 1-7 satisfies the requirements of Section 32-1-202(2), C.R.S.

SECTION 2.

Evidence satisfactory to the Council of each of the following was presented, as provided in Section 32-1-202(2) and 32-1-203(2), C.R.S.:

a. There is sufficient existing and projected need for organized service in the area to be served by the proposed Districts; and,

b. The existing services in the areas to be served by the proposed Districts are inadequate for present and projected needs; and,

c. The Districts are capable of providing economical and sufficient services to the areas within their proposed boundaries; and,

d. The areas to be included in the Districts do have, and will have, the financial ability to discharge the proposed indebtedness on a reasonable basis.

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SECTION 3.

The requirements of Section 32-1-204.5, C.R.S., and of the applicable provisions of the Pueblo Municipal Code, if any, relating to the contents and standards for approval of the Service Plan, have been fulfilled.

SECTION 4.

The Council hereby approves and authorizes the attachment of this Resolution to the respective Petitions for organization of the Districts to be filed in the District Court in accordance with Section 32-1-205, C.R.S., and Section 32-1-301, C.R.S.

SECTION 5.

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

SECTION 6.

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

INTRODUCED: July 27, 2026

BY: Ted Hernandez
MEMBER OF CITY COUNCIL

APPROVED: DocuSigned by: Mark Aliff B7A4E51823AB402...
PRESIDENT OF CITY COUNCIL

ATTESTED BY: DocuSigned by: Clyde Bishop F1C1AF8727B149A...
CITY CLERK

# CONSOLIDATED SERVICE PLAN

# FOR

# JACKSON RANCH METROPOLITAN DISTRICT NOS. 1-7

# CITY OF PUEBLO, COLORADO

Prepared

by

WBA Local Government Law
2154 E. Commons Ave., Suite 2000
Centennial, CO 80122

_____, 2026

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## LIST OF EXHIBITS

**EXHIBIT A** Vicinity Map

**EXHIBIT B** Initial Districts Boundaries Legal Descriptions and Maps

**EXHIBIT C** Preliminary Engineering Survey

**EXHIBIT D** Notice of Special District Disclosure

# I. INTRODUCTION

## A. Purpose and Intent

The Districts are independent units of local government, separate and distinct from the City, and, except as may otherwise be provided for by State or local law or this Service Plan, their activities are subject to review by the City only insofar as they may deviate in a material matter from the requirements of the Service Plan. It is intended that the Districts will provide a part or all of the Public Improvements for the use and benefit of all anticipated inhabitants and taxpayers of the Districts. The primary purpose of the Districts will be to finance the construction of these Public Improvements and provide ownership, operations, and maintenance of Public Improvements that are not accepted for ownership, operations, or maintenance by any other entity.

This multiple-district Service Plan is intended to accommodate the phasing of the Project and the infrastructure needs of each phase. It is contemplated that the Districts will cooperate with each other on certain infrastructure that benefits the taxpayers and inhabitants of the Service Area, and in addition to each District's own infrastructure needs.

## B. Need for the Districts

There are currently no other governmental entities, including the City, located in the immediate vicinity of the Districts that consider it desirable, feasible, or practical to undertake the planning, design, acquisition, construction, installation, relocation, redevelopment, and financing of the Public Improvements needed for the Project. Formation of the Districts is therefore necessary in order for the Public Improvements required for the Project to be provided in the most economic manner possible.

## C. Objective of the City Regarding Districts Service Plans

The City's objective in approving the Service Plan for the Districts is to authorize the Districts to provide for the planning, design, acquisition, construction, installation, relocation, and redevelopment of the Public Improvements from the proceeds of Debt to be issued by the Districts and other legally available revenues of the Districts. All Debt is expected to be repaid by taxes imposed at a mill levy no higher than the Maximum Debt Mill Levy and collected for no longer than the Maximum Debt Mill Levy Imposition Term, Fees, and other pledged revenue sources legally available to the Districts, including private and public funding contributions. Debt, which is issued within these parameters and as further described in the Financial Plan, will insulate property owners from excessive tax and Fee burdens to support the servicing of the Debt and will result in a timely and reasonable discharge of the Debt. The Districts may fund operations and maintenance activities from legally available revenues, including, but not limited to, mill levy revenues and fees.

## II. DEFINITIONS

In this Service Plan, the following terms shall have the meanings indicated below, unless the context hereof clearly requires otherwise:

Approved Development Plan: means a plat of subdivision, planned unit development agreement, development plan or agreement, subdivision improvement agreement, or other land use approval of the City that, among other things, identifies Public Improvements necessary for facilitating development for property within one or more of the Districts.

Board or Boards: means the board of directors of a District or the boards of directors of all Districts, in the aggregate.

City: means the City of Pueblo, Colorado.

City Code: means the Model Code for the City of Pueblo, Colorado.

City Council: means the City Council of the City of Pueblo, Colorado.

C.R.S.: means the Colorado Revised Statutes, as the same may be amended from time to time.

Debt: means any bond, note, debenture, contract, or other financial obligation of the Districts which is payable in whole or in part from, or which constitutes a lien or encumbrance on the proceeds of ad valorem property tax and/or Fee imposed by the Districts, except for (1) multiple fiscal year obligations or bonds issued to refund previously issued multiple fiscal year obligations or bonds, including all costs of issuance thereof; and (2) capital pledge agreements entered into by any pledge district in support of an issuance by an issuing district, provided that the underlying multi-year fiscal obligation associated with the issuing district's issuance shall constitute Debt. Debt does not include contracts through which the Districts procure or provide services or tangible personal or real property without the use of a multiple fiscal year financial obligation.

District or Districts: means any one or all of the Jackson Ranch Metropolitan District Nos. 1-7, inclusive.

End User: means any owner, or tenant of any owner, of any property within the Districts, who is intended to become burdened by the imposition of ad valorem property taxes and/or Fees. By way of illustration, a resident homeowner, renter, commercial property owner or commercial tenant is an End User. A developer and any person or entity that constructs homes or commercial structures is not an End User.

External Financial Advisor: means a consultant that: (1) advises Colorado governmental entities on matters relating to the issuance of securities by Colorado governmental entities, including matters such as the pricing, sales, and marketing of such securities and the procuring of bond ratings, credit enhancement, and insurance in respect of such securities; (2) shall be an underwriter, investment banker, or individual listed as a public

finance advisor in the Bond Buyer's Municipal Market Place; and (3) is not an officer or employee of any of the Districts and has not been otherwise engaged to provide services in connection with the transaction related to the applicable Debt. If any District has engaged a municipal adviser that meets the foregoing criteria and has a fiduciary duty to the District, the municipal adviser may fill the role of the External Financial Advisor.

Fees: means any, rate, toll, penalty, or charge imposed or received by any of the Districts for services, programs, or facilities provided by the Districts, as described in Section V.A.8 below.

Financial Plan: means the Financial Plan described in Section VII which describes (1) how the Public Improvements are to be financed; and (2) how the Debt is expected to be incurred.

Initial District Boundaries: means the boundaries of the area described in the Initial District Boundary Map.

Initial Districts Boundaries Maps: means the maps attached hereto as **Exhibit B**, describing the initial boundaries of the Districts.

Maximum Debt Mill Levy: means the maximum mill levy any one of the Districts is permitted to impose for payment of Debt as set forth in Section VII.C below.

Maximum Debt Mill Levy Imposition Term: means the maximum term a District is permitted to impose a mill levy as set forth in Section VII.D below.

Project: means the development or property commonly referred to as "Jackson Ranch."

Public Improvements: means a part or all of the improvements authorized to be planned, designed, acquired, constructed, installed, relocated, redeveloped, and financed as generally described in the Special District Act, except as specifically limited in Section V below, to serve the future taxpayers and inhabitants of the Service Area as determined by the Board of one or more of the Districts.

Public Improvement Fee: means revenue received by any District from a public improvement fee on taxable retail sales transactions or the provision of lodging accommodations occurring within the District, or similar fees imposed by the owner of property in the District on similar transactions.

Regional Improvements: means Public Improvements and facilities that benefit the Service Area and which are to be financed pursuant to Section VI below.

Service Area: means the property within the Initial Districts Boundaries Maps, as they may change from time to time.

Service Plan: means this service plan for the Districts approved by City Council.

Service Plan Amendment: means an amendment to the Service Plan approved by City Council in accordance with the City's ordinance and the applicable state law.

Special District Act: means Section 32-1-101, *et seq*., of the Colorado Revised Statutes, as amended from time to time.

State: means the State of Colorado.

Taxable Property: means real or personal property within the Service Area subject to ad valorem taxes imposed by the Districts.

## III. BOUNDARIES

The area of the Initial District Boundaries includes approximately eight hundred ninety-nine (899) acres. A vicinity map is attached hereto as **Exhibit A**. Legal descriptions and maps of the Initial District Boundaries are attached hereto as **Exhibit B**. It is anticipated that the Districts' boundaries may change from time to time as they undergo inclusions and exclusions pursuant to Section 32-1-401, *et seq*., C.R.S., and Section 32-1-501, *et seq*., C.R.S.

## IV. PROPOSED LAND USE/POPULATION PROJECTIONS/ASSESSED VALUATION

The Service Area currently consists of approximately eight hundred ninety-nine (899) acres of undeveloped land. The current assessed valuation of the Service Area is $0.00 for purposes of this Service Plan and, at build out, is expected to be sufficient to reasonably discharge the Debt under the Financial Plan.

Approval of this Service Plan by the City does not imply approval of the development of a specific area within the Districts, nor does it imply approval of the number of residential units or the total site/floor area of commercial or industrial buildings identified in this Service Plan or any of the exhibits attached thereto, unless the same is contained within an Approved Development Plan.

## V. DESCRIPTION OF PROPOSED POWERS, IMPROVEMENTS, AND SERVICES

A. Powers of the Districts and Service Plan Amendment.

The Districts shall have the power and authority to provide the Public Improvements and related operation and maintenance services within and without the Districts' boundaries as such power and authority are described in the Special District Act and other applicable statutes, common law, and the Constitution, subject to the limitations set forth herein.

1. Operations and Maintenance Limitation.The purpose of the Districts is to plan for, design, acquire, construct, install, relocate, redevelop, and finance the Public Improvements. The Districts shall dedicate the Public Improvements to the City or other appropriate jurisdiction or owners' association in a manner consistent with the Approved Development Plan and other rules and regulations of the City and applicable provisions of the

City Code. The Districts shall be authorized but not obligated to own, operate, and maintain Public Improvements not otherwise required to be dedicated to the City or other public entity.

2. Fire Protection Limitation. The Districts shall not be authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate, or maintain fire protection facilities or services, unless such facilities and services are provided pursuant to an intergovernmental agreement with the City. The authority to plan for, design, acquire, construct, install, relocate, redevelop, or finance fire hydrants and related improvements installed as part of the water system shall not be limited by this provision.

3. Television Relay and Translation Limitation. The Districts shall not be authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance, operate, or maintain television relay and translation facilities and services, other than for the installation of conduit as a part of a street construction project, unless such facilities and services are provided pursuant to an intergovernmental agreement with the City.

4. Construction Standards Limitation. The Districts will ensure that the Public Improvements are designed and constructed in accordance with the standards and specifications of the City, of other governmental entities having proper jurisdiction, and of those special districts that qualify as "interested parties" under Section 32-1-204(1), C.R.S., as applicable. The Districts will obtain the City's approval of civil engineering plans and will obtain applicable permits for construction and installation of Public Improvements prior to performing such work.

5. Privately Placed Debt Limitation. Prior to the issuance of any privately placed Debt, the Districts shall obtain the certification of an External Financial Advisor substantially as follows:

> We are [I am] an External Financial Advisor within the meaning of the Districts' Service Plan.
>
> We [I] certify that (1) the net effective interest rate (calculated as defined in Section 32-1-103(12), C.R.S.) to be borne by [insert the designation of the Debt] does not exceed a reasonable current [tax-exempt] [taxable] interest rate, using criteria deemed appropriate by us [me] and based upon our [my] analysis of comparable high-yield securities; and (2) the structure of [insert designation of the Debt], including maturities and early redemption provisions, is reasonable considering the financial circumstances of the Districts.

6. Initial Debt Limitation. On or before the effective date of approval by the City of an Approved Development Plan, the Districts shall not: (a) issue any Debt; nor (b) impose a mill levy for the payment of Debt by direct imposition or by transfer of funds from the operating fund to the Debt service funds; nor (c) impose and collect any fees used for the purpose of repayment of Debt.

7. Total Debt Issuance Limitation. The Districts shall not issue Debt in excess of seventy-five million dollars ($75,000,000) in the aggregate; provided,

however, that any Debt, including costs of issuance thereof, that is issued to pay, defease, or refund previously issued Debt, and intergovernmental agreements among the Districts providing for a multiple fiscal year pledge of revenues to or among the Districts to provide revenues to support Debt issued by any District shall not count against the Total Debt Issuance Limit.

8. Fee Limitation. The Districts shall generally have the authority to impose fees as authorized under Title 32, Article 1, C.R.S., except as limited herein. No District shall receive the proceeds of a Public Improvement Fee or pledge the revenue of any Public Improvement Fee to any Debt without the prior consent of the City Council, which consent shall be evidenced by a resolution of the City Council. No Fee related to the funding of costs of a capital nature shall be authorized to be imposed upon or collected from Taxable Property owned or occupied by an End User which has the effect, intentional or otherwise, of creating a capital cost payment obligation in any year on any Taxable Property owned or occupied by an End User. Notwithstanding any of the foregoing, the restrictions in this definition shall not apply to any Fee imposed upon or collected from Taxable Property for the purpose of funding operation and maintenance costs of the Districts.

9. Monies from Other Governmental Sources. The Districts shall not apply for or accept Conservation Trust Funds, Great Outdoors Colorado Funds, or other funds available from or through governmental or non-profit entities that the City is eligible to apply, except pursuant to an intergovernmental agreement with the City. This Section shall not apply to specific ownership taxes which shall be distributed to and a revenue source for the Districts without any limitation.

10. Bankruptcy Limitation. All the limitations contained in this Service Plan, including but not limited to those pertaining to the Maximum Debt Mill Levy, Maximum Debt Mill Levy Imposition Term, and the Fees have been established under the authority of the City to approve a Service Plan with conditions pursuant to Section 32-1-204.5, C.R.S. It is expressly intended that such limitations:

(a) Shall not be subject to set-aside for any reason or by any court of competent jurisdiction, absent a Service Plan Amendment; and

(b) Are, together with all other requirements of Colorado law, included in the "political or governmental powers" reserved to the State under the U.S. Bankruptcy Code (11 U.S.C.) Section 903, and are also included in the "regulatory or electoral approval necessary under applicable nonbankruptcy law," as required for confirmation of a Chapter 9 Bankruptcy Plan under Bankruptcy Code Section 943(b)(6).

Any Debt, issued with a pledge or which results in a pledge, that exceeds the Maximum Debt Mill Levy and the Maximum Debt Mill Levy Imposition Term, shall be deemed a material modification of this Service Plan pursuant to Section 32-1-207, C.R.S. and shall not be an authorized issuance of Debt unless and until such material modification has been approved by the City as part of a Service Plan Amendment.

11. Website. The Districts shall establish, maintain, and annually update a public website or provide information on a shared community website, on which the Districts will timely post all information and documents required by Section 32-1- 104.5, C.R.S.

12. Service Plan Amendment Requirement. This Service Plan has been designed with sufficient flexibility to enable the Districts to provide required services and facilities under evolving circumstances without the need for numerous amendments. Actions of the Districts which violate the limitations set forth in Sections V.A.1-11 above or in Section VII.B-D shall be deemed to be material modifications to this Service Plan and the City shall be entitled to all remedies available under State and local law to enjoin such actions of the Districts.

B. Other Powers.

1. Security Services.

Subject to the provisions of Section 32-1-1004(7), C.R.S., the Districts shall have the power to furnish security services within the Districts.

2. Covenant Enforcement.

Subject to the provision of Section 32-1-1004(8), C.R.S., the Districts shall have the power to furnish covenant enforcement and design review services within the Districts.

3. Additional Services.

Except as specifically provided herein, the Districts shall be authorized to provide such additional services and exercise such powers as are expressly or impliedly granted by Colorado law.

4. Subdistricts.

Upon notice to the City with details regarding the purpose, location, and relationship of the subdistricts or areas, the Districts shall have the authority pursuant to Sections 32-1-1101(1)(f), -1101(1.5)(a)-(e), C.R.S., to divide the Districts into one or more areas consistent with the services, programs, and facilities to be furnished therein and any such subdistricts or areas shall be subject to all limitations contained in this Service Plan to the same extent as the Districts; provided that the Total Debt Issuance Limit shall be a combined limit for the Districts and any subdistricts. The exercise of such authority shall not be deemed a material modification of this Service Plan.

5. Special Improvement District.

With the prior written consent of the City, the Districts shall have the authority pursuant to Section 32-1-1101.7, C.R.S., to establish one or more special improvement districts within the boundaries of the Districts, including the power to levy assessments, and issue special assessment bonds.

C. Preliminary Engineering Survey.

The Districts shall have authority to provide for the planning, design, acquisition, construction, installation, relocation, redevelopment, maintenance, and financing of the Public Improvements within and without the boundaries of the Districts, to be more specifically defined in an Approved Development Plan. An estimate of the costs of the Public Improvements which may be planned for, designed, acquired, constructed, installed, relocated, redeveloped, maintained or financed was prepared based upon a preliminary engineering survey and estimates derived from the zoning on the property in the Service Area and is approximately fifty-seven million five hundred ninety thousand one hundred twenty-seven dollars ($57,590,127), as set forth in **Exhibit C**.

All of the Public Improvements will be designed in such a way as to ensure that the Public Improvements standards will be compatible with those of the City and shall be in accordance with the requirements of the Approved Development Plan. All construction cost estimates are based on the assumption that construction conforms to applicable local, State, or Federal requirements.

## VI. REGIONAL IMPROVEMENTS

The Districts shall be authorized to provide for the planning, design, acquisition, construction, installation, relocation, and/or redevelopment of the Regional Improvements and fund the administration and overhead costs related to the provisions of the Regional Improvements.

## VII. FINANCIAL PLAN

A. General

The Districts shall be authorized to provide for the planning, design, acquisition, construction, installation, relocation, and/or redevelopment of the Public Improvements from their revenues and by and through the proceeds of Debt to be issued by the Districts. The Financial Plan for the Districts shall be to issue such Debt as the Districts can reasonably pay within the Maximum Debt Mill Levy Imposition Term from revenues derived from the Maximum Debt Mill Levy, Fees, and other legally available revenues. The total Debt that the Districts shall be permitted to issue shall not exceed seventy-five million dollars ($75,000,000) and shall be permitted to be issued on a schedule and in such year or years as the Districts determine shall meet the needs of the Financial Plan referenced above and shall be phased to serve development as it occurs. All Debt issued by the Districts may be payable from any and all legally available revenues of the Districts, including general ad valorem taxes, Fees, and various other revenue sources authorized by law, including the power to assess fees, rates, tolls, penalties, or charges as provided in Section 32-1-1001(1), C.R.S.

B. Maximum Voted Interest Rate and Maximum Underwriting Discount

The interest rate on any Debt is expected to be the market rate at the time the Debt is issued. The proposed maximum interest rate on any Debt is not expected to exceed eighteen

percent (18%). The proposed maximum underwriting discount will be five percent (5%). Debt, when issued, will comply with all relevant requirements of this Service Plan, State law, and Federal law as then applicable to the issuance of public securities.

C. Maximum Debt Mill Levy

The "Maximum Debt Mill Levy" shall be the maximum mill levy a District is permitted to impose upon the taxable property within such District for payment of Debt, and shall be determined as follows:

1. With respect to each District, for any District's Debt which exceeds fifty percent (50%) of the District's assessed valuation, the Maximum Debt Mill Levy for such portion of Debt shall be sixty (60) mills, less the number of mills necessary to pay unlimited mill levy Debt described in Section VII.C.2 below; provided that if, on or after January 1, 2026, there are changes in the method of calculating assessed valuation or any constitutionally or legislatively mandated tax credit, cut, or abatement, the mill levy limitation applicable to such Debt may be increased or decreased to reflect such changes, such increases or decreases to be determined by the Board in good faith (such determination to be binding and final) so that, to the extent possible, the actual tax revenues generated by the mill levy, as adjusted for changes occurring after January 1, 2026, are neither diminished nor enhanced as a result of such changes. For purposes of the foregoing, a change in the ratio of actual valuation shall be deemed to be a change in the method of calculating assessed valuation.

2. With respect to each District, for any District's Debt which is equal to or less than fifty percent (50%) of the District's assessed valuation, either on the date of issuance or at any time thereafter, the mill levy to be imposed to repay such portion of Debt shall not be subject to the Maximum Debt Mill Levy and, as a result, the mill levy may be such amount as is necessary to pay the debt service on such Debt, without limitation of rate.

3. For purposes of the foregoing, once Debt has been determined to be within Section VII.C.2 above, so that each District is entitled to pledge to its payment an unlimited ad valorem mill levy, each District may provide that such Debt shall remain secured by such unlimited mill levy, notwithstanding any subsequent change in the District's Debt to assessed value ratio. All Debt issued by the Districts must be issued in compliance with the requirements of Section 32-1-1101, C.R.S. and all other requirements of State law.

To the extent that a District is composed of or subsequently organized into one or more subdistricts as permitted under Section 32-1-1101, C.R.S., the term "District" as used herein shall be deemed to refer to each District and to each such subdistrict contained within such District combined, so that each of the subdistricts shall be treated as a combined with the District within which it has been formed for purposes of the Maximum Debt Mill Levy limit.

D. Maximum Debt Mill Levy Imposition Term

With respect to each District, said District shall not impose a debt mill levy which exceeds 40 years after the year of the initial imposition of a debt mill levy by such District for the payment of Debt unless a majority of the Board of Directors of the District imposing the mill

levy are residents of such District and have voted in favor of a refunding of a part or all of the Debt, as set forth in Section 11-56-101, C.R.S., *et seq*.

E. Debt Repayment Sources

Each of the Districts may impose a mill levy on Taxable Property within its boundaries as a primary source of revenue for repayment of debt service and for operations and maintenance. The Districts may also rely upon various other revenue sources authorized by law. At the Districts' discretion, these may include the power to assess Fees, rates, tolls, penalties, or charges as provided in Section 32-1-1001(l), C.R.S., as amended, subject to the limitations contained in this Service Plan. In no event shall the debt service mill levy in any District exceed the Maximum Debt Mill Levy or the Maximum Debt Mill Levy Imposition Term.

F. Debt Instrument Disclosure Requirement

In the text of each bond and any other instrument representing and constituting Debt, the issuing District shall set forth a statement in substantially the following form:

> By acceptance of this instrument, the owner of this bond agrees and consents to all of the limitations in respect of the payment of the principal of and interest on this bond contained herein, in the resolution of the District authorizing the issuance of this bond and in the Service Plan for creation of the District.

Similar language describing the limitations in respect of the payment of the principal of and interest on Debt set forth in this Service Plan shall be included in any document used for the offering of the Debt for sale to persons, including but not limited to, a developer of property within the boundaries of the issuing District.

G. Security for Debt

The Districts shall not pledge any revenue or property of the City as security for the indebtedness set forth in this Service Plan. Approval of this Service Plan shall not be construed as a guarantee by the City of payment of any of the Districts' obligations; nor shall anything in the Service Plan be construed so as to create any responsibility or liability on the part of the City in the event of default by a District in the payment of any such obligation.

H. TABOR Compliance

The Districts will comply with the provisions of TABOR. In the discretion of the Board, the Districts may set up other qualifying entities to manage, fund, construct, and operate facilities, services, and programs. To the extent allowed by law, any entity created by the Districts will remain under the control of the Board.

I. Districts' Operating Costs

The estimated cost of acquiring land, engineering services, legal services, and administrative services, together with the estimated costs of the Districts' organization and initial operations, are anticipated to be two hundred thousand dollars ($200,000), which will be eligible for reimbursement from Debt proceeds.

In addition to the capital costs of the Public Improvements, the Districts will require operating funds for administration and to plan and cause the Public Improvements to be constructed and maintained. Each District's first year's operating budget is estimated to be one hundred fifty thousand dollars ($150,000) which is anticipated to be derived from property taxes and other revenues.

The Maximum Debt Mill Levy for the repayment of Debt shall not apply to any District's ability to increase their mill levy as necessary for provision of operation and maintenance services to their taxpayers and service users.

## VIII. ANNUAL REPORT

### A. General

Each of the Districts shall be responsible for submitting an annual report to the City Manager's Office no later than October 1st of each year following the year in which the Order and Decree creating the Districts has been issued. The annual report shall include all information required pursuant to Section 32-1-207(3)(c), C.R.S.

## IX. DISSOLUTION

In no event shall a District dissolve until such District has provided for the payment or discharge of all of its outstanding indebtedness and other financial obligations as required pursuant to State statutes.

## X. DISCLOSURE NOTICES AND MEETINGS

Each District will use reasonable efforts to assure that all developers of the property located within the Districts will provide written notice to all purchasers of property in the Districts, prior to the execution of any contract for the purchase of property in the Districts, regarding the Maximum Debt Mill Levy, as well as a general description of the Districts' authority to impose and collect rates, Fees, tolls and charges. The form of notice shall be substantially in the form of **Exhibit D** attached hereto. The Districts shall provide annual notice to all eligible electors of the Districts, in accordance with Section 32-1-809, C.R.S. In addition, the Districts shall record a District public disclosure document and a map of the District boundaries with the Clerk and Recorder of each County in which District property is located, in accordance with Section 32-1-104.8, C.R.S.

## XI. CONCLUSION

It is submitted that this Service Plan for the Districts, as required by Section 32-1-203(2), C.R.S., establishes that:

1. There is sufficient existing and projected need for organized service in the area to be serviced by the Districts;

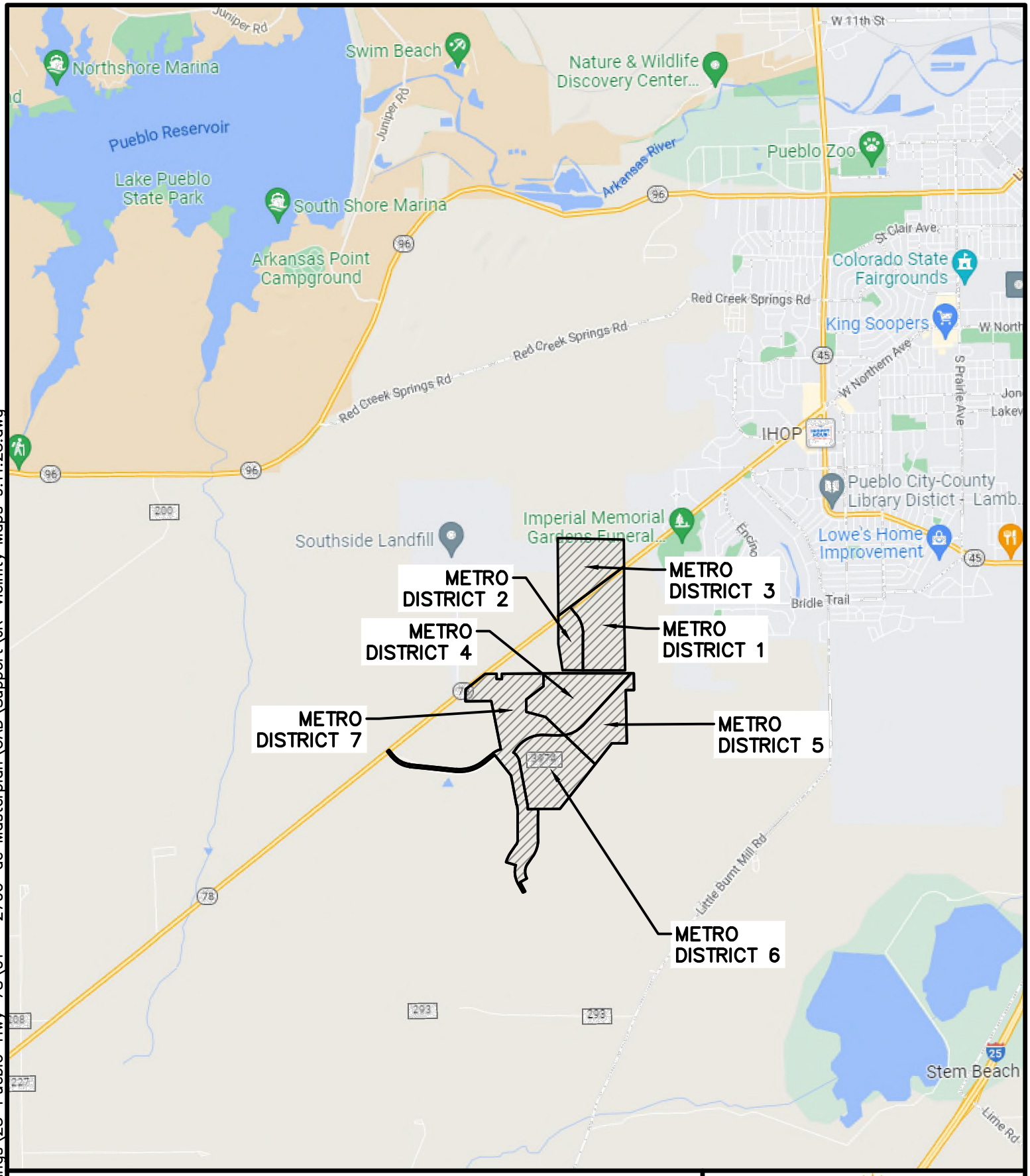
2. The existing service in the area to be served by the Districts is inadequate for present and projected needs;

3. The Districts are capable of providing economical and sufficient service to the area within their proposed boundaries; and

4. The area to be included into one or more of the Districts has and will have the financial ability to discharge the proposed indebtedness on a reasonable basis.

**EXHIBIT A**

Vicinity Map




# JACKSON RANCH PUEBLO

## METRO DISTRICTS VICINITY MAP

SHEET 1 OF 1

PROJECT NUMBER: 25-01

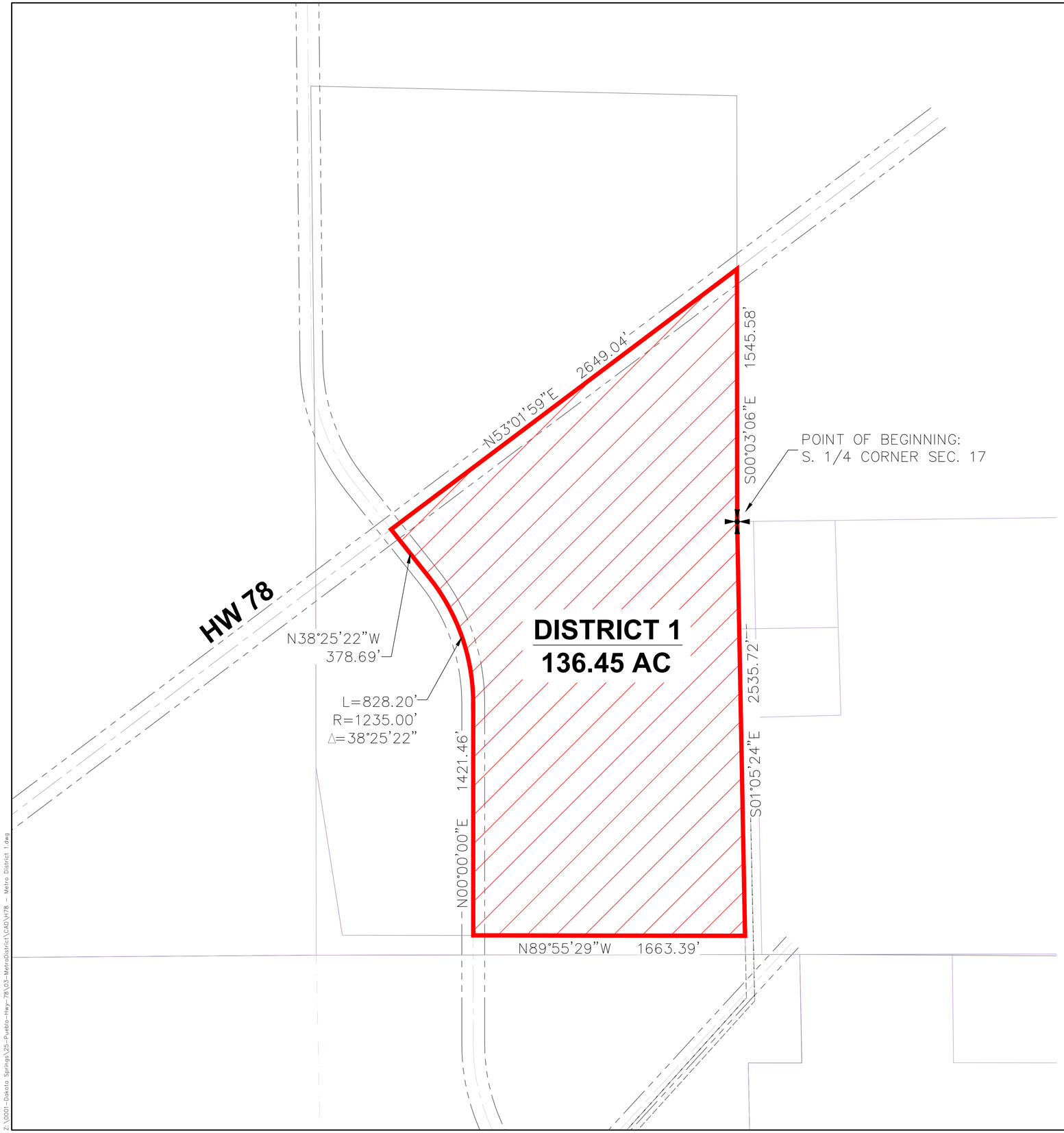
811 Know what's below. Call 811 before you dig.

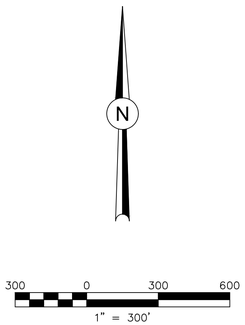
Dakota Springs Engineering
Engineering Consultants
31 N. TEJON, SUITE 518
COLORADO SPRINGS, CO 80903
P:(719) 227-7388 F: (719) 227-7392

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**EXHIBIT B**

Initial District Boundaries Legal Descriptions and Maps




## LEGAL DESCRIPTION (DISTRICT 1)

JRP METRO DISTRICT 1, A TRACT OF LAND LOCATED IN A PORTION OF SECTIONS 17 AND 20, IN TOWNSHIP 21 SOUTH, RANGE 65 WEST OF THE 6TH P.M., PUEBLO COUNTY, COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTH QUATER CORNER OF SAID SECTION 17;

THENCE S01°05'24"E ON THE WEST LINE OF SAID SECTION 17, A DISTANCE OF 2535.72 FEET;

THENCE N89°55'29"W, A DISTANCE OF 2464.32 FEET;

THENCE N00°00'00"E, A DISTANCE OF 1421.46 FEET TO A POINT OF CURVE TO THE LEFT;

THENCE ON SAID CURVE, HAVING A RADIUS OF 1235.00 FEET, AN ARC LENGTH OF 828.20 FEET, A DELTA ANGLE OF 38°25'22", WHOSE LONG CHORD BEARS N19°12'41"W A DISTANCE OF 812.76 FEET;

THENCE N38°25'22"W, A DISTANCE OF 378.69 FEET TO A POINT ON THE CENTER LINE OF COLORADO STATE HIGHWAY NO. 78 AS PRESENTLY LOCATED;

THENCE N53°01'59" E ALONG SAID CENTER LINE, A DISTANCE OF 2649.04 FEET;

THENCE S00°03'06"E, A DISTANCE OF 1545.58 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINS 5,943,943 SQUARE FEET OR 136.45 ACRES MORE OR LESS

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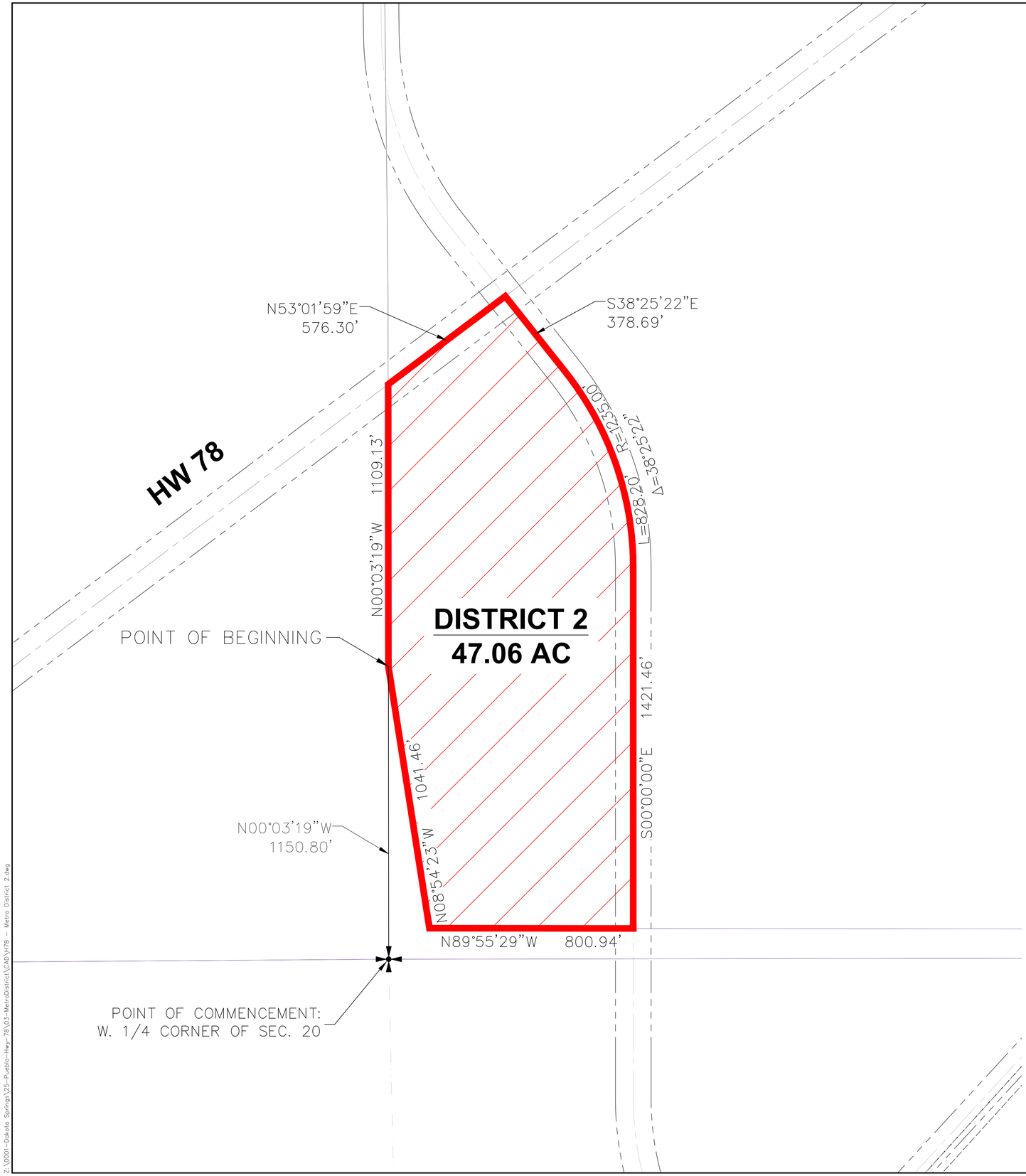
METRO DISTRICT 1

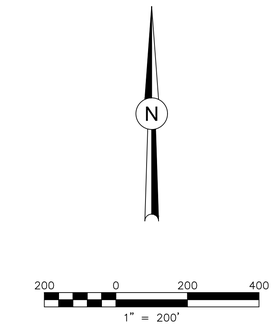
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PROJECT NUMBER: 25-01

SHEET 1 OF 1

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LEGAL DESCRIPTION (DISTRICT 2)

JRP METRO DISTRICT 2, A TRACT OF LAND LOCATED IN A PORTION OF SECTION 20, IN TOWNSHIP 21 SOUTH, RANGE 65 WEST OF THE 6TH P.M., PUEBLO COUNTY, COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 20;

THENCE N00°03'19"W ALONG THE WEST LINE OF SAID SECTION, A DISTANCE OF 1150.80 FEET TO THE POINT OF BEGINNING;

THENCE N00°03'19"W CONTINUING ON THE WEST LINE OF SAID SECTION, A DISTANCE OF 1109.13 FEET TO A POINT ON THE CENTER LINE OF COLORADO STATE HIGHWAY NO. 78 AS PRESENTLY LOCATED;

THENCE N53°01'59" E ALONG SAID CENTER LINE, A DISTANCE OF 576.30 FEET;

THENCE S38°25'22"E, A DISTANCE OF 378.69 FEET TO A POINT OF CURVE TO THE RIGHT;

THENCE ON SAID CURVE, HAVING A RADIUS OF 1235.00 FEET, AN ARC LENGTH OF 828.20 FEET, A DELTA ANGLE OF 38°25'22", WHOSE LONG CHORD BEARS S19°12'41"E A DISTANCE OF 812.76 FEET;

THENCE S00°00'00"E, A DISTANCE OF 1421.46 FEET;

THENCE N89°55'29" W, A DISTANCE OF 800.94 FEET;

THENCE N08°54'23" W, A DISTANCE OF 1041.46 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINS 2,049,841 SQUARE FEET OR 47.06 ACRES MORE OR LESS

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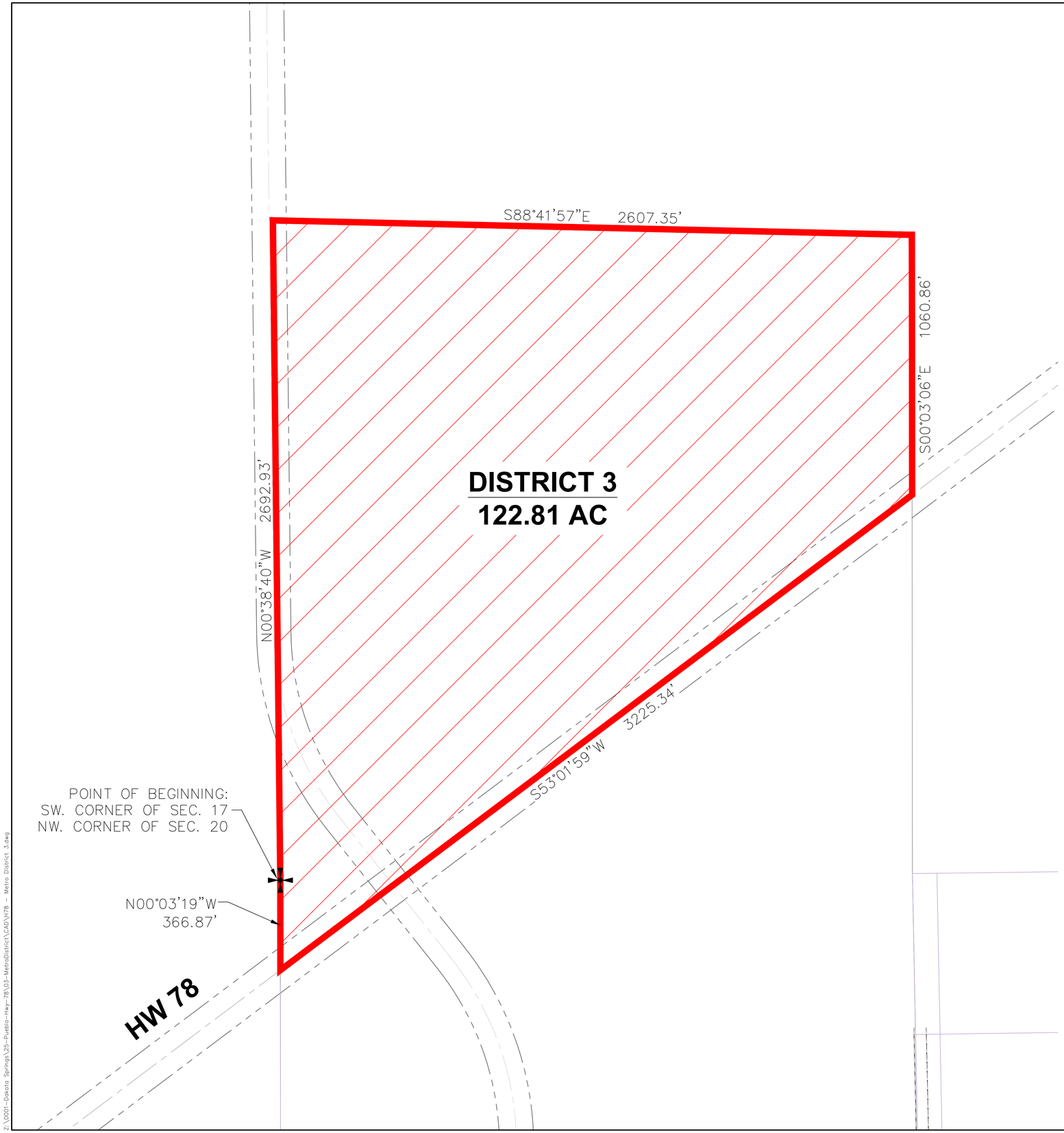
METRO DISTRICT 2

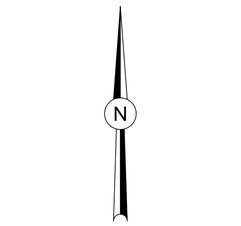
REVISIONS:
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PROJECT NUMBER: 25-01

SHEET 1 OF 1

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## LEGAL DESCRIPTION (DISTRICT 3)

JRP METRO DISTRICT 3, A TRACT OF LAND LOCATED IN A PORTION OF SECTIONS 17 AND 20, IN TOWNSHIP 21 SOUTH, RANGE 65 WEST OF THE 6TH P.M., PUEBLO COUNTY, COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTH–WEST CORNER OF SAID SECTION 17;

THENCE N00°38'40"W ALONG THE WEST LINE OF SAID SECTION, A DISTANCE OF 2692.93 FEET;

THENCE S88°41'57"E, A DISTANCE OF 2607.35 FEET;

THENCE S00°03'06" E TO A POINT ON THE CENTER LINE OF COLORADO STATE HIGHWAY NO. 78 AS PRESENTLY LOCATED;

THENCE S53°01'59" W ALONG SAID CENTER LINE, A DISTANCE OF 3225.34 FEET;

THENCE N00°03'19"W, A DISTANCE OF 366.87 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINS 5,349,594 SQUARE FEET OR 122.81 ACRES MORE OR LESS

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**JACKSON RANCH PUEBLO**

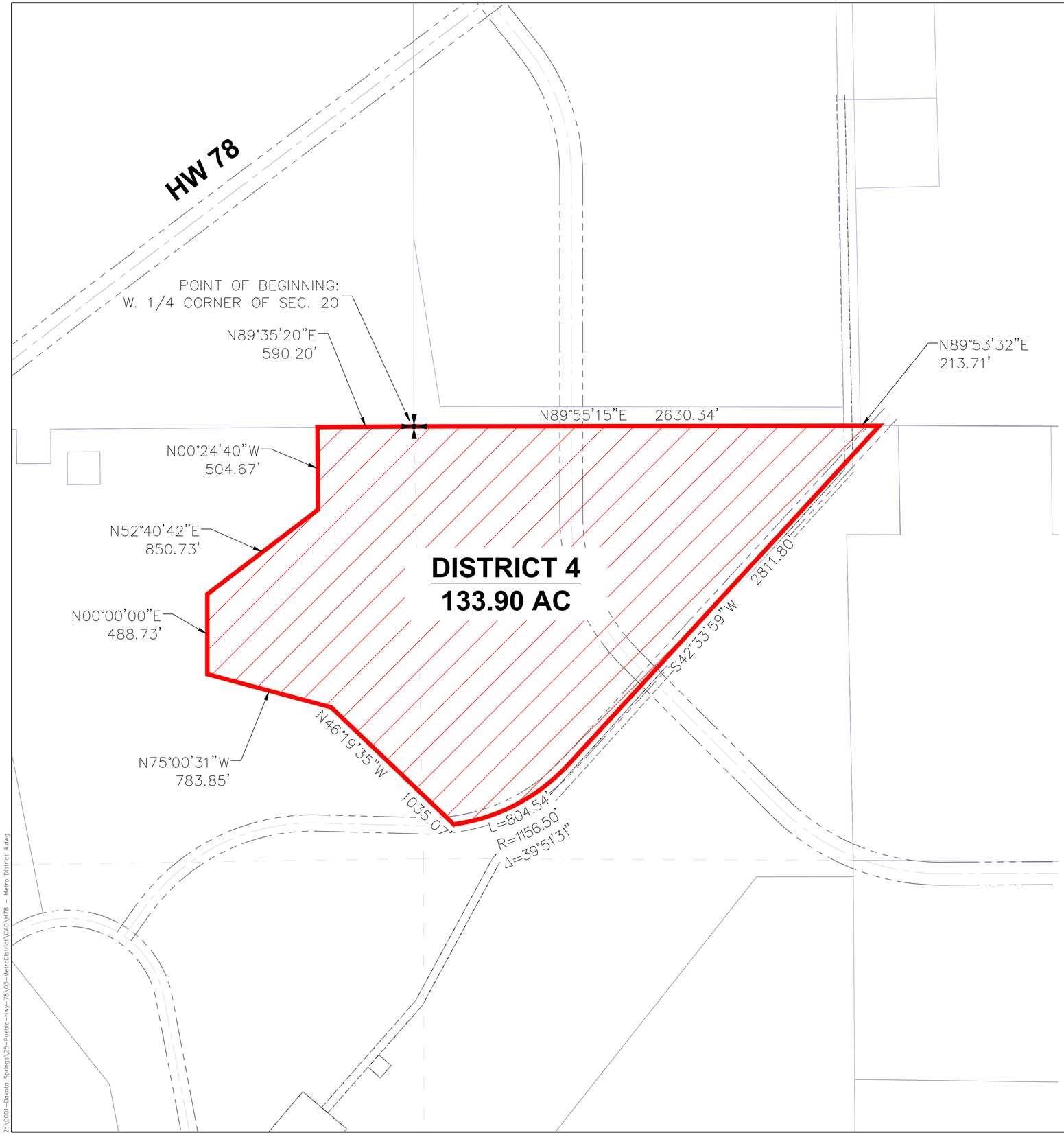
**METRO DISTRICT 3**

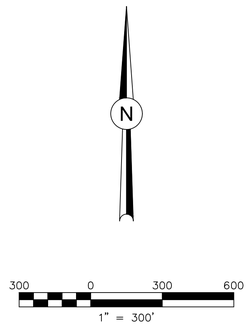
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PROJECT NUMBER: 25–01

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## LEGAL DESCRIPTION (DISTRICT 4)

JRP METRO DISTRICT 4, A TRACT OF LAND LOCATED IN A PORTION OF SECTIONS 19 AND 20, IN TOWNSHIP 21 SOUTH, RANGE 65 WEST OF THE 6TH P.M., PUEBLO COUNTY, COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE WEST QUARTER CORNER OF SAID SECTION 20;

THENCE N89°55'15"E ON THE EAST–WEST CENTERLINE OF SAID SECTION 20, A DISTANCE OF 2630.34 FEET TO THE CENTER QUARTER CORNER OF SAID SECTION 20;

THENCE N89°53'32"E, A DISTANCE OF 213.71 FEET;

THENCE S42°33'59"W, A DISTANCE OF 2811.80 FEET TO A POINT OF CURVE TO THE RIGHT;

THENCE ON SAID CURVE, HAVING A RADIUS OF 1156.50 FEET, AN ARC LENGTH OF 804.54 FEET, A DELTA ANGLE OF 39°51'31", WHOSE LONG CHORD BEARS S62°29'45"W A DISTANCE OF 788.41 FEET;

THENCE N46°19'31"W, A DISTANCE OF 1035.07 FEET;

THENCE N75°00'31"W, A DISTANCE OF 783.85 FEET;

THENCE N00°00'00"E, A DISTANCE OF 488.73 FEET;

THENCE N52°40'42"E, A DISTANCE OF 850.73 FEET;

THENCE N00°24'40"W, A DISTANCE OF 504.67 FEET;

THENCE N89°35'20"E, A DISTANCE OF 590.20 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINS 5,832,592 SQUARE FEET OR 133.90 ACRES MORE OR LESS

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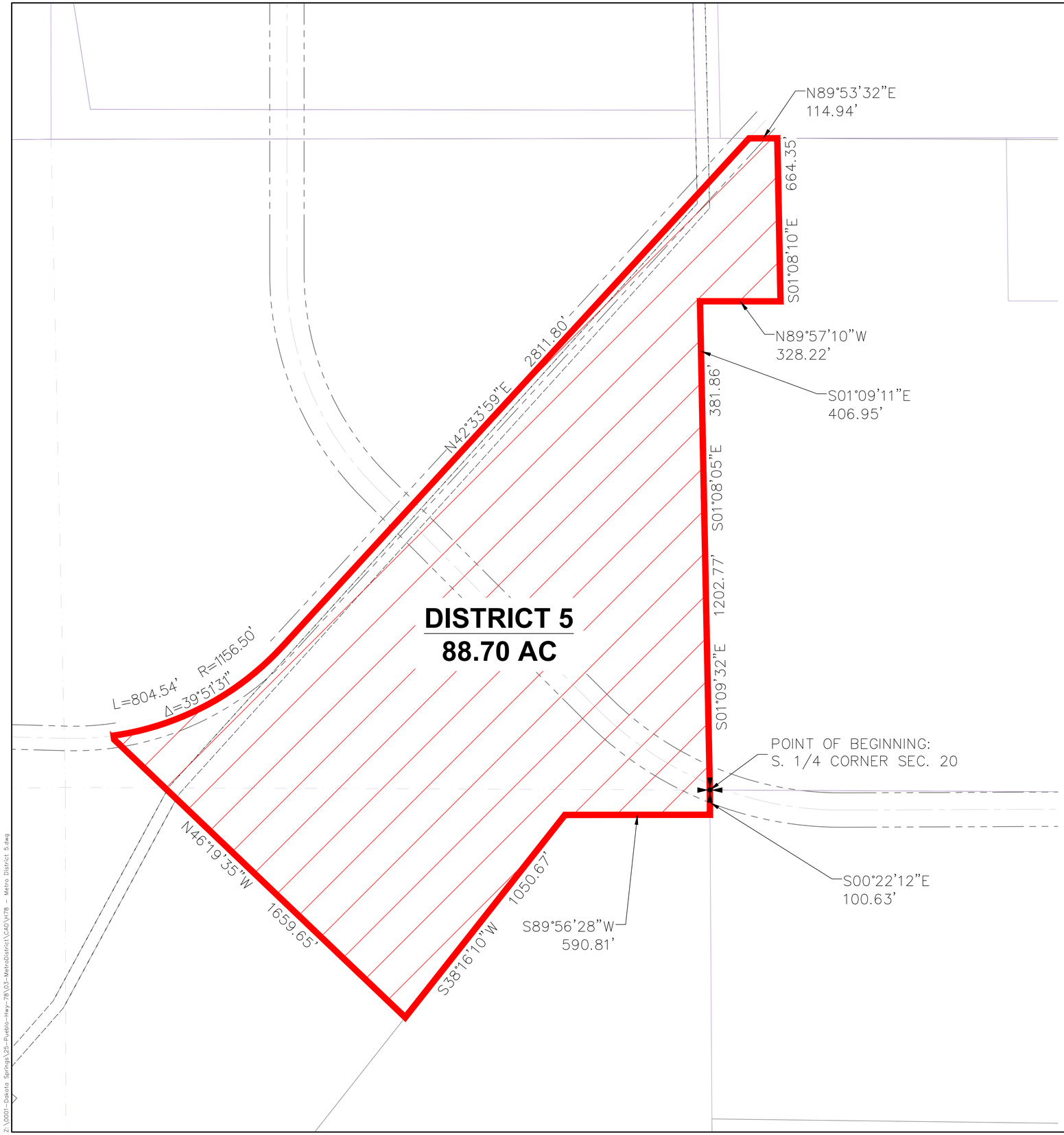
METRO DISTRICT 4

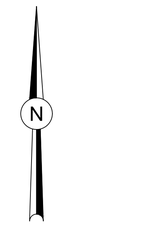
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NO. DESCRIPTION DATE

PROJECT NUMBER: 25-01

SHEET 1 OF 1

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200 0 200 400

1" = 200'

## LEGAL DESCRIPTION (DISTRICT 5)

JRP METRO DISTRICT 5, A TRACT OF LAND LOCATED IN A PORTION OF SECTIONS 20 AND 29, IN TOWNSHIP 21 SOUTH, RANGE 65 WEST OF THE 6TH P.M., PUEBLO COUNTY, COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTH QUARTER CORNER OF SAID SECTION 20;

THENCE S00°22'12"E, A DISTANCE OF 100.63 FEET;

THENCE S89°56'28"W, A DISTANCE OF 590.81 FEET;

THENCE S38°16'10"W, A DISTANCE OF 1050.67 FEET;

THENCE N46°19'35"W, A DISTANCE OF 1659.65 FEET TO A POINT OF CURVE TO THE LEFT;

THENCE ON SAID CURVE, HAVING A RADIUS OF 1156.50 FEET, AN ARC LENGTH OF 804.54 FEET, A DELTA ANGLE OF 39°51'31", WHOSE LONG CHORD BEARS N62°29'45"E A DISTANCE OF 788.41 FEET;

THENCE N42°33'59"E, A DISTANCE OF 2811.80 FEET;

THENCE N89°53'32"E, A DISTANCE OF 114.94 FEET;

THENCE S01°08'10"E, A DISTANCE OF 664.35 FEET;

THENCE N89°57'10"W, A DISTANCE OF 328.22 FEET;

THENCE S01°09'11"E, A DISTANCE OF 406.95 FEET;

THENCE S01°08'05"E, A DISTANCE OF 381.56 FEET;

THENCE S01°09'32"E, A DISTANCE OF 1202.77 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINS 3,863,749 SQUARE FEET OR 88.70 ACRES MORE OR LESS

Dakota Springs Engineering
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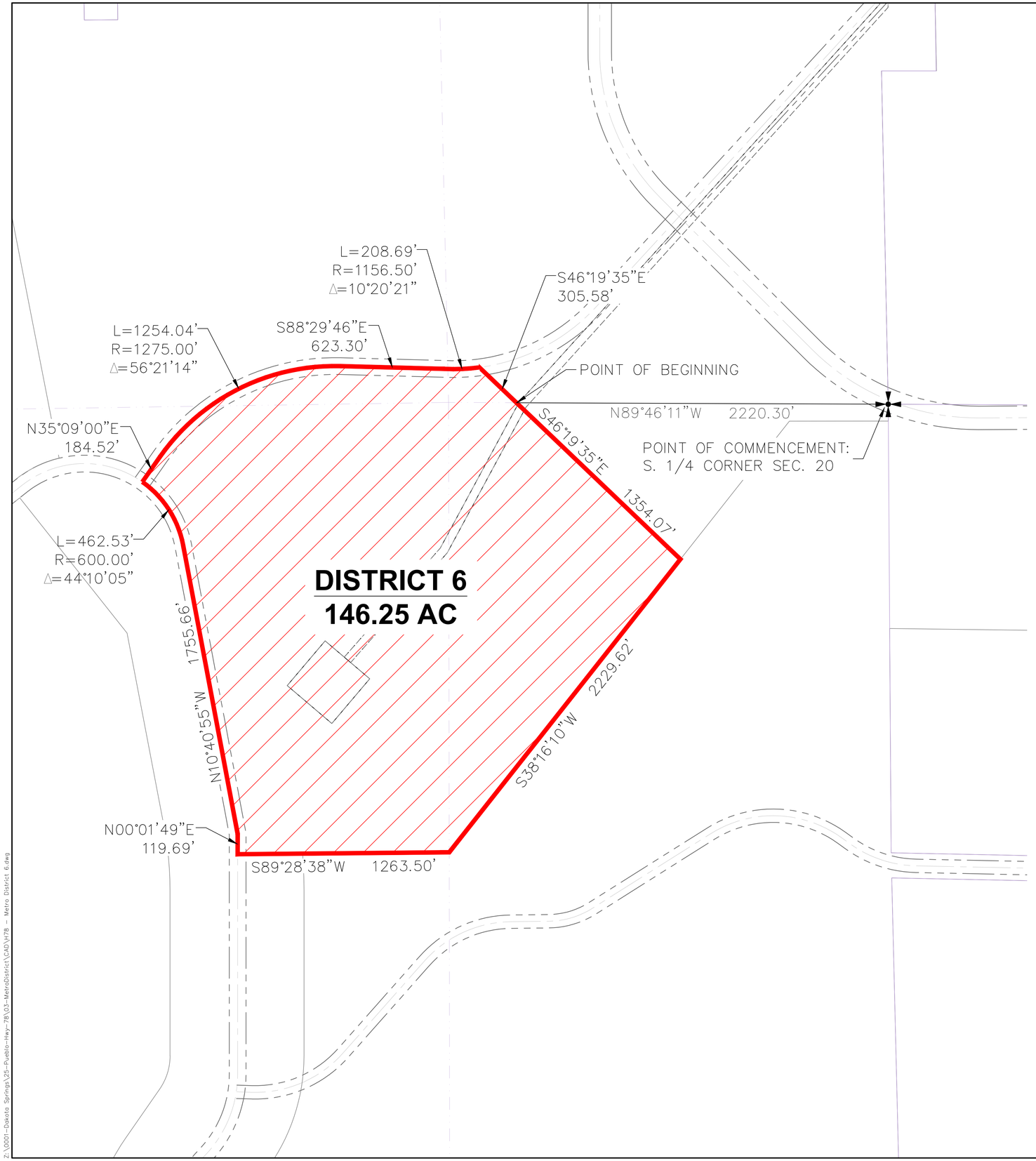
METRO DISTRICT 5

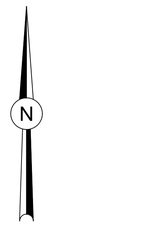
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PROJECT NUMBER: 25-01

SHEET 1 OF 1

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300 0 300 600

1" = 300'

## LEGAL DESCRIPTION (DISTRICT 6)

JRP METRO DISTRICT 6, A TRACT OF LAND LOCATED IN A PORTION OF SECTIONS 19, 20, 29 AND 30, IN TOWNSHIP 21 SOUTH, RANGE 65 WEST OF THE 6TH P.M., PUEBLO COUNTY, COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 20;

THENCE N89°46'11"W, A DISTANCE OF 2220.30 FEET TO THE POINT OF BEGINNING;

THENCE S46°19'35"E, A DISTANCE OF 1354.07 FEET;

THENCE S38°16'10"W, A DISTANCE OF 2229.62 FEET;

THENCE S89°28'38"W, A DISTANCE OF 1263.50 FEET;

THENCE N00°01'49"E, A DISTANCE OF 119.69 FEET;

THENCE N10°40'55"W, A DISTANCE OF 1755.66 FEET TO A POINT OF CURVE TO THE LEFT;

THENCE ON SAID CURVE, HAVING A RADIUS OF 600.00 FEET, AN ARC LENGTH OF 462.53 FEET, A DELTA ANGLE OF 44°10'05", WHOSE LONG CHORD BEARS N32°45'57"W A DISTANCE OF 451.16 FEET;

THENCE N35°09'00"E, A DISTANCE OF 184.52 FEET TO A POINT OF CURVE TO THE RIGHT;

THENCE ON SAID CURVE, HAVING A RADIUS OF 1275.00 FEET, AN ARC LENGTH OF 1254.04 FEET, A DELTA ANGLE OF 56°21'14", WHOSE LONG CHORD BEARS N63°19'37"E A DISTANCE OF 1204.10 FEET;

THENCE S88°29'46"E, A DISTANCE OF 623.30 FEET TO A POINT OF CURVE TO THE LEFT;

THENCE ON SAID CURVE, HAVING A RADIUS OF 1156.50 FEET, AN ARC LENGTH OF 208.69 FEET, A DELTA ANGLE OF 10°20'21", WHOSE LONG CHORD BEARS N87°35'41"E A DISTANCE OF 208.41 FEET;

THENCE S46°19'35"E, A DISTANCE OF 305.58 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINS 6,370,480 SQUARE FEET OR 146.25 ACRES MORE OR LESS

Dakota Springs Engineering
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COLORADO SPRINGS, CO 80903
P: (719) 227-7388 F: (719) 227-7392

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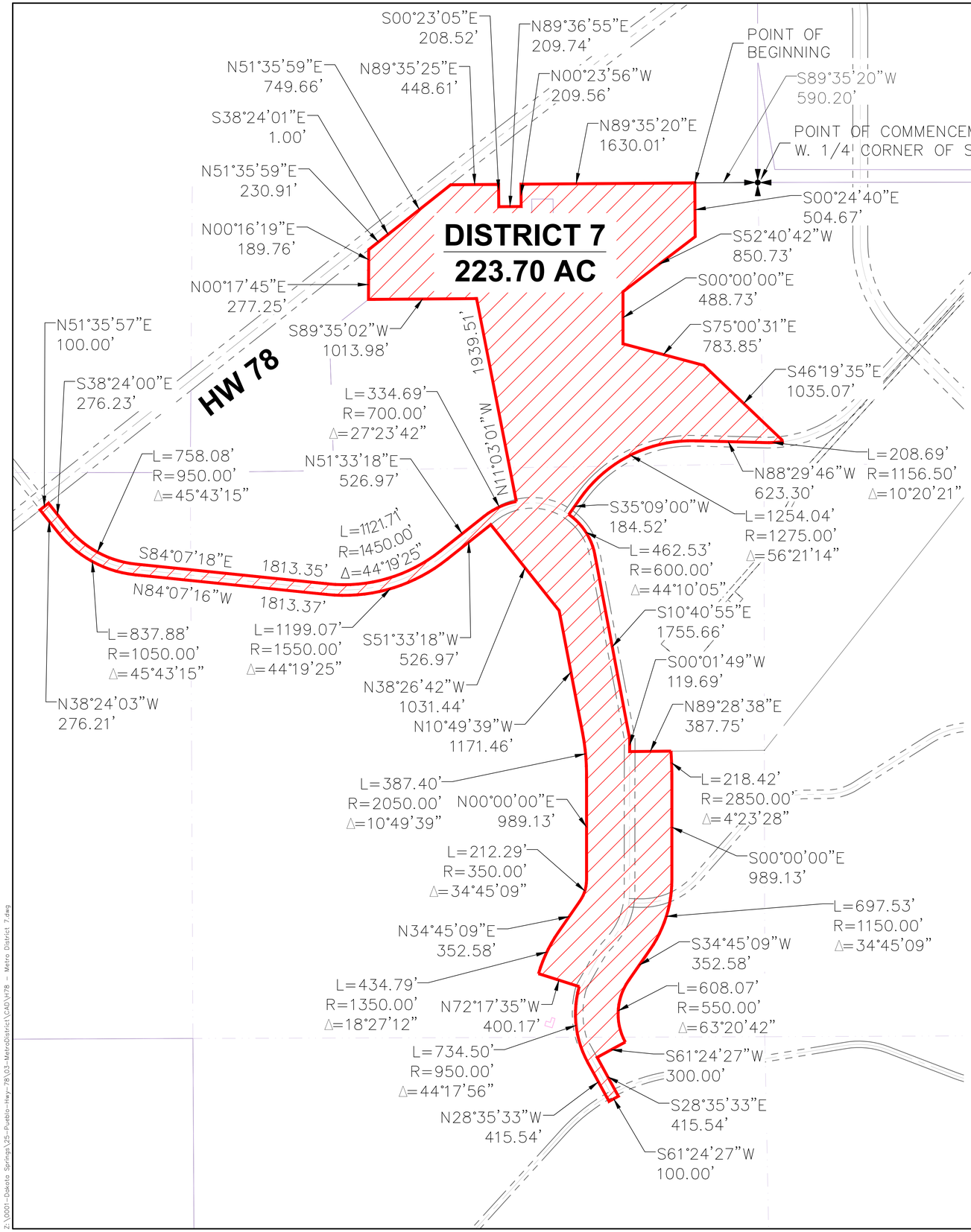
METRO DISTRICT 6

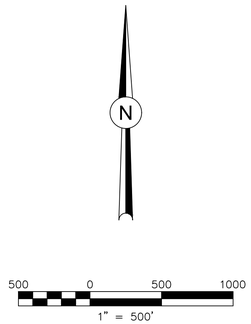
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PROJECT NUMBER: 25-01

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## LEGAL DESCRIPTION (DISTRICT 7)

JRP METRO DISTRICT 7, A TRACT OF LAND LOCATED IN A PORTION OF SECTIONS 19, 20, 25, 30 AND 31, IN TOWNSHIP 21 SOUTH, RANGE 65 WEST OF THE 6TH P.M., PUEBLO COUNTY, COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 20;

THENCE S89°35'20"W, A DISTANCE OF 590.20 FEET TO THE POINT OF BEGINNING;

THENCE S00°24'40"E, A DISTANCE OF 504.67 FEET;

THENCE S52°40'42"W, A DISTANCE OF 850.73 FEET;

THENCE S00°00'00"E, A DISTANCE OF 488.73 FEET;

THENCE S75°00'31"E, A DISTANCE OF 783.85 FEET;

THENCE S46°19'31"E, A DISTANCE OF 1035.07 FEET TO A POINT OF CURVE TO THE RIGHT;

THENCE ON SAID CURVE, HAVING A RADIUS OF 1156.50 FEET, AN ARC LENGTH OF 208.69 FEET, A DELTA ANGLE OF 10°20'21", WHOSE LONG CHORD BEARS S87°35'41"W A DISTANCE OF 208.41 FEET;

THENCE N88°29'46"W, A DISTANCE OF 623.30 FEET TO A POINT OF CURVE TO THE RIGHT;

THENCE ON SAID CURVE, HAVING A RADIUS OF 1275.00 FEET, AN ARC LENGTH OF 1254.04 FEET, A DELTA ANGLE OF 56°21'14", WHOSE LONG CHORD BEARS S63°19'37"W A DISTANCE OF 1204.10 FEET;

THENCE S35°09'00"W, A DISTANCE OF 184.52 FEET TO A POINT OF CURVE TO THE LEFT;

THENCE ON SAID CURVE, HAVING A RADIUS OF 600.00 FEET, AN ARC LENGTH OF 462.53 FEET, A DELTA ANGLE OF 44°10'05", WHOSE LONG CHORD BEARS S32°45'57"E A DISTANCE OF 451.16 FEET;

THENCE S10°40'55"E, A DISTANCE OF 1755.66 FEET;

THENCE S00°01'49"W, A DISTANCE OF 119.69 FEET;

THENCE N89°28'38"E, A DISTANCE OF 387.75 FEET TO A POINT OF CURVE TO THE RIGHT;

THENCE ON SAID CURVE, HAVING A RADIUS OF 2850.00 FEET, AN ARC LENGTH OF 218.42 FEET, A DELTA ANGLE OF 4°23'28", WHOSE LONG CHORD BEARS S02°11'44"E A DISTANCE OF 218.36 FEET;

THENCE S00°00'00" W, A DISTANCE OF 989.13 FEET TO A POINT OF CURVE TO THE RIGHT;

THENCE ON SAID CURVE, HAVING A RADIUS OF 1150.00 FEET, AN ARC LENGTH OF 697.53 FEET, A DELTA ANGLE OF 34°45'09", WHOSE LONG CHORD BEARS S17°22'34"W A DISTANCE OF 686.88 FEET;

THENCE S34°45'09" W, A DISTANCE OF 352.58 FEET TO A POINT OF CURVE TO THE LEFT;

THENCE ON SAID CURVE, HAVING A RADIUS OF 550.00 FEET, AN ARC LENGTH OF 608.07 FEET, A DELTA ANGLE OF 63°20'42", WHOSE LONG CHORD BEARS S03°04'48"W A DISTANCE OF 577.57 FEET;

THENCE S61°24'27" W, A DISTANCE OF 300.00 FEET;

THENCE S28°35'33" E, A DISTANCE OF 415.54 FEET;

THENCE S61°24'27" W, A DISTANCE OF 100.00 FEET;

THENCE N28°35'33" W, A DISTANCE OF 415.54 FEET TO A POINT OF CURVE TO THE RIGHT;

THENCE ON SAID CURVE, HAVING A RADIUS OF 950.00 FEET, AN ARC LENGTH OF 734.50 FEET, A DELTA ANGLE OF 44°17'56", WHOSE LONG CHORD BEARS N06°26'35"W A DISTANCE OF 716.34 FEET;

THENCE N72°17'35" W, A DISTANCE OF 400.17 FEET TO A POINT OF NON-TANGENT CURVE TO THE RIGHT;

THENCE ON SAID CURVE, HAVING A RADIUS OF 1350.00 FEET, AN ARC LENGTH OF 434.79 FEET, A DELTA ANGLE OF 18°27'12", WHOSE LONG CHORD BEARS N25°31'33"E A DISTANCE OF 432.92 FEET;

THENCE N34°45'09" E, A DISTANCE OF 352.58 FEET TO A POINT OF CURVE TO THE LEFT;

THENCE ON SAID CURVE, HAVING A RADIUS OF 350.00 FEET, AN ARC LENGTH OF 212.29 FEET, A DELTA ANGLE OF 34°45'09", WHOSE LONG CHORD BEARS N17°22'34"E A DISTANCE OF 209.05 FEET;

THENCE N00°00'00" E, A DISTANCE OF 989.13 FEET TO A POINT OF CURVE TO THE LEFT;

THENCE ON SAID CURVE, HAVING A RADIUS OF 2050.00 FEET, AN ARC LENGTH OF 387.40 FEET, A DELTA ANGLE OF 10°49'39", WHOSE LONG CHORD BEARS N05°24'49"W A DISTANCE OF 386.82 FEET;

THENCE N10°49'39" W, A DISTANCE OF 1171.46 FEET;

THENCE N38°26'42" W, A DISTANCE OF 1031.44 FEET;

THENCE S51°33'18" W, A DISTANCE OF 526.97 FEET TO A POINT OF CURVE TO THE RIGHT;

THENCE ON SAID CURVE, HAVING A RADIUS OF 1550.00 FEET, AN ARC LENGTH OF 1199.07 FEET, A DELTA ANGLE OF 44°19'25", WHOSE LONG CHORD BEARS S73°42'00"W A DISTANCE OF 1169.39 FEET;

THENCE N84°07'16" W, A DISTANCE OF 1813.37 FEET TO A POINT OF CURVE TO THE RIGHT;

THENCE ON SAID CURVE, HAVING A RADIUS OF 1050.00 FEET, AN ARC LENGTH OF 837.88 FEET, A DELTA ANGLE OF 45°43'15", WHOSE LONG CHORD BEARS N61°15'40"W A DISTANCE OF 815.82 FEET;

THENCE N38°24'03" W, A DISTANCE OF 276.21 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF COLORADO STATE HIGHWAY NO. 78 AS PRESENTLY LOCATED;

THENCE N51°35'57" E ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 100.00 FEET;

THENCE S38°24'03" E, A DISTANCE OF 276.21 FEET TO A POINT OF CURVE TO THE LEFT;

THENCE ON SAID CURVE, HAVING A RADIUS OF 950.00 FEET, AN ARC LENGTH OF 758.08 FEET, A DELTA ANGLE OF 45°43'15", WHOSE LONG CHORD BEARS S61°15'4"E A DISTANCE OF 738.12 FEET;

THENCE S84°07'18" E, A DISTANCE OF 1813.35 FEET TO A POINT OF CURVE TO THE LEFT;

THENCE ON SAID CURVE, HAVING A RADIUS OF 1450.00 FEET, AN ARC LENGTH OF 1121.71 FEET, A DELTA ANGLE OF 44°19'25", WHOSE LONG CHORD BEARS N73°43'00"E A DISTANCE OF 1093.95 FEET;

THENCE N51°33'18" E, A DISTANCE OF 526.97 FEET TO A POINT OF CURVE TO THE RIGHT;

THENCE ON SAID CURVE, HAVING A RADIUS OF 700.00 FEET, AN ARC LENGTH OF 334.69 FEET, A DELTA ANGLE OF 27°23'42", WHOSE LONG CHORD BEARS N65°15'09"E A DISTANCE OF 331.51 FEET;

THENCE N11°03'01" W, A DISTANCE OF 1939.51 FEET;

THENCE S89°35'02" W, A DISTANCE OF 1013.98 FEET;

THENCE N00°17'45" E, A DISTANCE OF 277.25 FEET;

THENCE N00°16'19" E, A DISTANCE OF 189.76 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF COLORADO STATE HIGHWAY NO. 78;

THENCE N51°35'59" E ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 230.91 FEET;

THENCE S38°24'01" E, A DISTANCE OF 1.00 FEET;

THENCE N51°35'59" E, A DISTANCE OF 749.66 FEET;

THENCE N89°35'25" E, A DISTANCE OF 448.61 FEET;

THENCE S00°23'05" E, A DISTANCE OF 208.52 FEET;

THENCE N89°36'55" E, A DISTANCE OF 209.74 FEET;

THENCE N00°23'56" E, A DISTANCE OF 209.56 FEET;

THENCE N89°35'20" E, A DISTANCE OF 1630.01 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINS 9,744,280 SQUARE FEET OR 223.75 ACRES MORE OR LESS

Dakota Springs Engineering
Engineering Consultants
15 S WAHSATCH AVE.
COLORADO SPRINGS, CO 80903
P: (719) 227-7388 F: (719) 227-7392

know what's below. Call 811 before you dig.

J-CAD 719-377-0002

SCALE:
VERT:
STATION:
FROM:
TO:

DESIGNED BY: DATE:
DRAWN BY: DATE:
CHECKED BY: DATE:

# JACKSON RANCH PUEBLO

## METRO DISTRICT 7

REVISIONS:
NO. DESCRIPTION DATE

PROJECT NUMBER: 25-01

SHEET 1 OF 1

Z:\0001-Dakota Springs\25-Pueblo-Hwy-78\03-MetroDistrict\CAD\H78 - Metro District 7.dwg

**EXHIBIT C**

Preliminary Engineering Survey

# Dakota Springs Engineering, LLC

15 South Wahsatch Ave. * Colorado Springs * Colorado 80903

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| JOB BUDGET SHEET | | | | | DATE: | DECEMBER | | 2025 |
| Jackson Ranch Pueblo Metro-Road & Storm | | | | | | | | |
| (ON-SITE ONLY) | | | | LOTS | JOB NUMBER: | | 01-25-02 | |
| Mixed Use Idust-Comm-Multi- & Res (899 Ac) | | | | TBD | PREPARED BY: JUSTIN ZALEWSKI | | | |
| PLEASE CIRCLE: CHANGE | | NEW | | | PROJ. MANAGER: P.A.KOSCIELSKI | | | |

| | IN HOUSE ENGINEERING & COORDINATION | CURRENT BUDGET | Metro % | METRO BUDGET | COMMENTS |
|---|---|---|---|---|---|
| 1-001 | Planning / Design | 400,000 | 25% | 100,000 | |
| 1-002 | Platting / Entitlements | 400,000 | 25% | 100,000 | |
| 1-003 | Surveying / Staking / Topo | 120,000 | 75% | 90,000 | |
| 1-004 | Preliminary Engineering | 250,000 | 100% | 250,000 | |
| 1-005 | Traffic Study | 100,000 | 75% | 75,000 | |
| 1-006 | Soils Engineering | 120,000 | 50% | 60,000 | |
| 1-007 | Final Engineering | 550,000 | 100% | 550,000 | |
| 1-008 | Project Coordination / Meetings | 120,000 | 75% | 90,000 | |
| | **SUBTOTAL:** | **2,060,000** | | **1,315,000** | **PM:** **Date:** |
| 2-010 | Engineering Support | 850,000 | 100% | 850,000 | |
| 2-020 | **GRADING** | | | | |
| 2-021 | Rough Grading & Erosion | | | | |
| 2-022 | 200,000 Q.Y. (CUT) @ $5 per | 1,000,000 | 100% | 1,000,000 | |
| 2-023 | 1,200,000 Q.Y. (FILL) @ $5 per | 6,000,000 | 100% | 6,000,000 | |
| 2-024 | 38,000 L.F. Silt Fence @ $7 per | 266,000 | 100% | 266,000 | |
| 2-025 | 150 Rock Socks +-50 @ $110 ea | 16,500 | 100% | 16,500 | |
| 20-030 | **ASPHALT, CURB & GUTTER** | | | | |
| 20-031 | RD-1 MA 9,000 LF @ $475 | 4,275,000 | 100% | 4,275,000 | Major Arterial |
| 20-032 | RD-2 & RD-3 MIA 11,500 L.F. @ $375 | 4,312,500 | 100% | 4,312,500 | Minor Arterial |
| 20-033 | RD-4 NC 5,800 L.F. @ $275 | 1,595,000 | 100% | 1,595,000 | Neighborhood Collector |
| 20-034 | Curb & Gutter @ 55/LF Road | 1,446,500 | 100% | 1,446,500 | |
| 20-035 | 40 Ped Ramps @ 2,000 per | 80,000 | 100% | 80,000 | |
| 20-036 | 14 Crosspans @ 3,500 per | 49,000 | 100% | 49,000 | |
| 20-037 | 50 Inlet Aprons @ 1,700 per | 85,000 | 100% | 85,000 | |
| 20-038 | 2-Full-Move-Itersections @ 1.5M | 3,000,000 | 100% | 3,000,000 | |
| 20-039 | 2-Half-Move-Itersections @325k | 650,000 | 100% | 650,000 | |
| 2-040 | **DRAINAGE IMPROVEMENTS** | | | | |
| 2-041 | Regional Detention Ponds 5 @ $350,000 | 1,750,000 | 100% | 1,750,000 | |
| 2-042 | Road Culvert & OutFall Pro. 5 @ $125,000 | 625,000 | 100% | 625,000 | |
| 2-043 | Detention Outfall & Protection 1 @ $80,000 | 80,000 | 100% | 80,000 | |
| 2-044 | 10,500 L.F. 36" RCP @ $190 per | 1,995,000 | 100% | 1,995,000 | |
| 2-045 | 50 15' Inlets @ $13,175 per | 658,750 | 100% | 658,750 | |
| 2-046 | 50 Type 1 Manhols @ $11,500 per | 575,000 | 100% | 575,000 | |
| 2-050 | City Fees | 50,000 | 100% | 50,000 | |
| 2-060 | Miscellaneous | 75,000 | 100% | 75,000 | |
| 2-070 | Bond Reimbursements | | 100% | - | 100% REIMB Metro District |
| | **SUBTOTAL:** | **29,434,250** | | **29,434,250** | **PM:** **Date:** |
| 3-010 | Plat Submittal | - | 0% | - | |
| 3-020 | Constrution Drawings | - | 0% | - | |
| 3-030 | Drainage (48% Impervious) | - | 0% | - | |
| 3-040 | Bridge (48% Impervious) | - | 0% | - | |
| 3-050 | School | - | 0% | - | |
| 3-060 | Park (Regional-Urban) | - | 0% | - | |
| 3-070 | Recording | - | 0% | - | |
| 3-080 | Miscellaneous | - | 0% | - | |
| | **SUBTOTAL:** | **-** | | **-** | **PM:** **Date:** |
| | **TOTAL DEV BUDGET:** | **31,494,250** | | **30,749,250** | **Supervisor:** **Date:** |

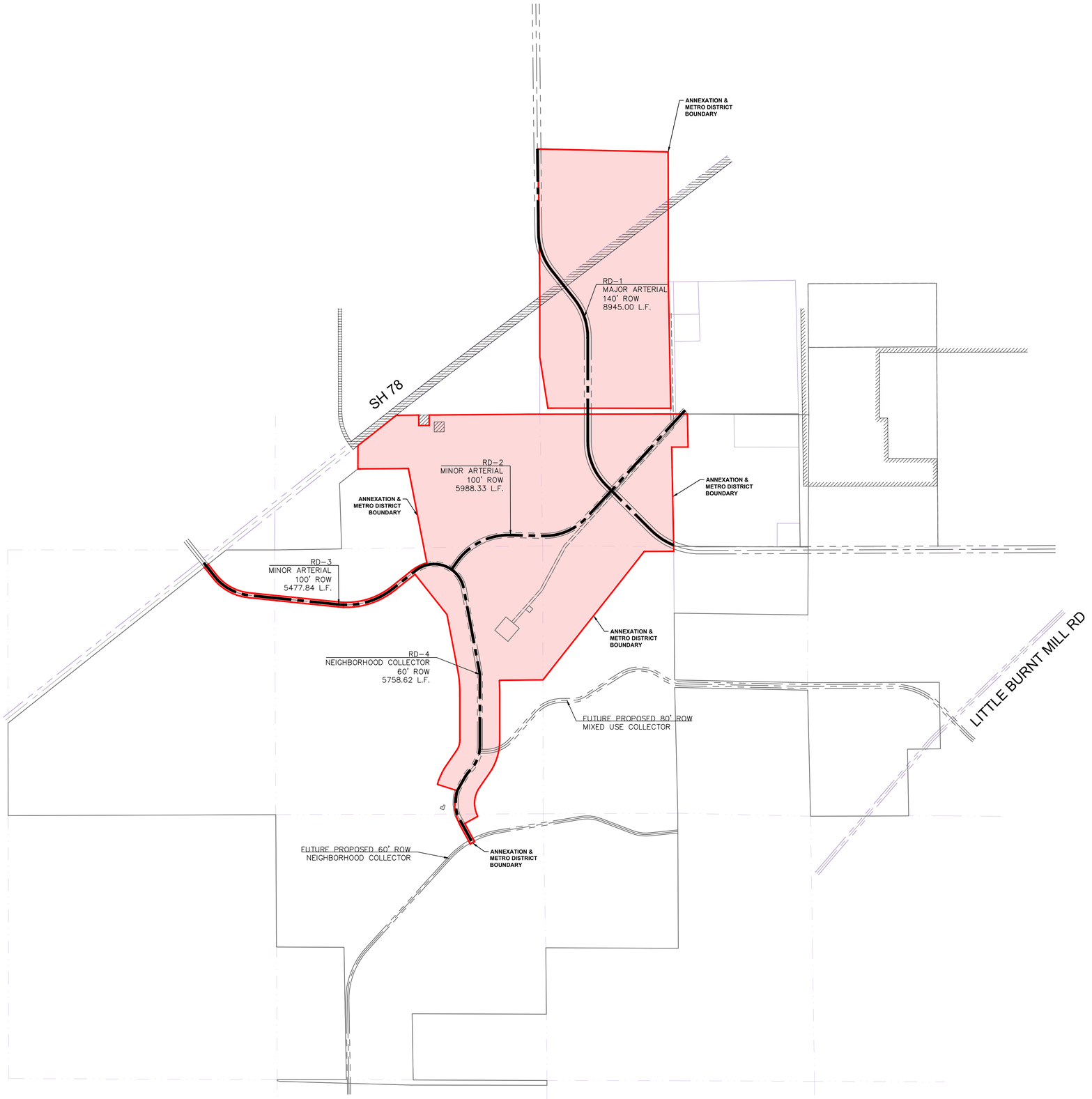
Assurances (please circle): Interim Bridge Interim Drainage Street Drainage Erosion Landscaping

INTERNAL USE:

| | | | | | |
|---|---|---|---|---|---|
| 4-000 | Contingency (15%) | 4,724,138 | - | 4,724,138 | **Total Cost per Ac.** |
| 4-100 | Legal | 75,000 | - | 75,000 | **$ 16,322.87** |
| 4-200 | Other | 25,000 | | 25,000 | |
| | **SUBTOTAL:** | **4,824,138** | **-** | **4,824,138** | |
| | **TOTAL BUDGET:** | **36,318,388** | **-** | **35,573,388** | **Manager:** **Date:** |

# NOTE:

ALL PROPOSED STREETS ARE PUBLIC STREETS PER CITY OF PUEBLO STANDARDS AND CLASSIFICATIONS





Dakota Springs Engineering
Engineering Consultants
31 N. TEJON ST. SUITE 518
COLORADO SPRINGS, CO 80903
P: (719) 227-7388 F: (719) 227-7392


811 Know what's below. Call 811 before you dig.

J-CAD 719-377-0002

SCALE: 1"=1000'
VERT:
STATION:
STORM:
TO:

DESIGNED BY:
DATE:
DRAWN BY: JAZ DATE: 7.16.24
CHECKED BY:
DATE:

**JACKSON RANCH PUEBLO**

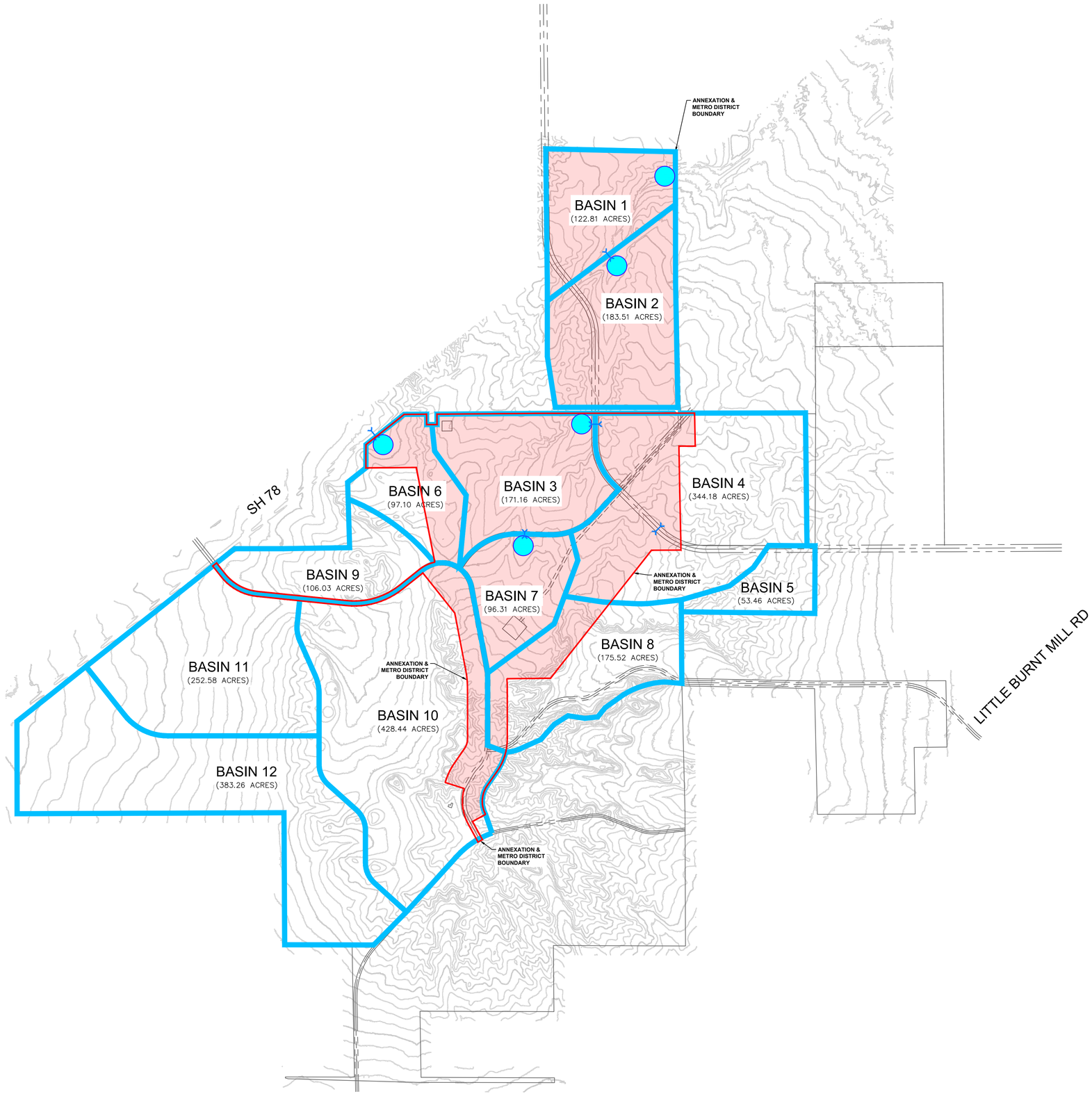
**METRO DISTRICT EXHIBIT D-1.1**

REVISIONS:
NO. DESCRIPTION DATE

PROJECT NUMBER: 25-01

SHEET 1 OF 1

Z:\0001-Dakota Springs\25-Pueblo-Hwy-78\01 - 2700-ac Masterplan\CAD\Plansheets\Exhibits\H78 - Street Improvment Exhibit.dwg




# LEGEND

STORMWATER POND/BMP

BASIN BOUNDARY


Dakota Springs Engineering
Engineering Consultants
31 N. TEJON ST. SUITE 518
COLORADO SPRINGS, CO 80903
P: (719) 227-7388 F: (719) 227-7392


811 Know what's below. Call 811 before you dig.

J-CAD 719-377-0002

SCALE:
VERT:
STATION:
STORM:
TO:

DESIGNED BY: DATE:
DRAWN BY: DATE:
CHECKED BY: DATE:

**JACKSON RANCH PUEBLO**

**METRO DISTRICT EXHIBIT D-1.3**

REVISIONS:
NO. DESCRIPTION DATE

PROJECT NUMBER: 25-01

SHEET 1 OF 1

Z:\0001-Dakota Springs\25-Pueblo-Hwy-78\03-MetroDistrict\CAD\V78 - Metro District - Storm Drainage Basin Exhibit 9.12.25.dwg

# Dakota Springs Engineering, LLC

15 South Wahsatch ave. * Colorado Springs * Colorado 80903

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| **JOB BUDGET SHEET** | | | | | **DATE:** | **DECEMBER** | | **2025** |
| **Jackson Ranch Pueblo (Jelly Stone)-Water & Waste Water Systems** | | | | | | | | |
| **(ON-SITE ONLY)** | | | | LOTS | JOB NUMBER: | | **01-25-02** | |
| **Mixed Use Idust-Comm-RV Storage Resort (184.33 Ac)** | | | | **TBD** | **PREPARED BY: JUSTIN ZALEWSKI** | | | |
| PLEASE CIRCLE: CHANGE | | NEW | | | **PROJ. MANAGER: P.A.KOSCIELSKI** | | | |

| | **IN HOUSE** | | **CURRENT** | **Metro** | **METRO** | | | | |
|---|---|---|---|---|---|---|---|---|---|
| | **ENGINEERING & COORDINATION** | | **BUDGET** | **%** | **BUDGET** | **COMMENTS** | | | |
| 1-010 | Planning / Design | | 90,000 | 75% | 67,500 | | | | |
| 1-020 | Platting / Entitlements | | 110,000 | 75% | 82,500 | | | | |
| 1-030 | Surveying / Staking / Topo | | 110,000 | 100% | 110,000 | | | | |
| 1-040 | Preliminary Engineering | | 150,000 | 100% | 150,000 | | | | |
| 1-050 | Traffic Study | | - | 75% | - | | | | |
| 1-060 | Soils Engineering | | 55,000 | 100% | 55,000 | | | | |
| 1-070 | Final Engineering | | 300,000 | 100% | 300,000 | | | | |
| 1-080 | Project Coordination / Meetings | | 65,000 | 100% | 65,000 | | | | |
| | | **SUBTOTAL:** | **880,000** | | **830,000** | **PM:** | | **Date:** | |
| 2-010 | Engineering Support | | 380,000 | 100% | 380,000 | | | | |
| | | | | | | | | | |
| 2-020 | **Water System** | | | | | | | | |
| 2-021 | Lower Tank Connection | | 25,000 | 100% | 25,000 | | | | |
| 2-022 | 12" DIP-2,600 L.F. @ $135 | | 351,000 | 100% | 351,000 | | | | |
| 2-023 | Upper Tank Connection | | 25,000 | 100% | 25,000 | | | | |
| 2-024 | 18" DIP-1,000 L.F. @ $222 | | 222,000 | 100% | 222,000 | | | | |
| 2-025 | 2-Pressure Reducing Vaults | | 250,000 | 100% | 250,000 | | | | |
| 2-026 | Water System & Fittings | | 125,000 | 100% | 125,000 | | | | |
| 2-027 | 12" DIP- 26,875 L.F @ $135 | | 3,628,125 | 100% | 3,628,125 | | | | |
| 2-028 | 6' Depth F.H. w/ Valves x100 @ $7500 | | 750,000 | 100% | 750,000 | | | | |
| | | | | | | | | | |
| 2-030 | **Sanitary Sewer System** | | | | | | | | |
| 2-031 | 18"-PVC- 8,300 L.F. @ $222 | | 1,842,600 | 100% | 1,842,600 | | | | |
| 2-032 | 12"-PVC- 7,100 L.F. @ $140 | | 994,000 | 100% | 994,000 | | | | |
| 2-033 | 8"-PVC- 3900 L.F. @ $93 | | 362,700 | 100% | 362,700 | | | | |
| 2-034 | 8' Depth ManHoles +-75 @ $10,000 | | 750,000 | 100% | 750,000 | | | | |
| 2-035 | See Off-Site Summary | | | | | | | | |
| | | | | | | | | | |
| 2-100 | City Fees | | 75,000 | 100% | 75,000 | | | | |
| 2-200 | Miscellaneous | | 75,000 | 100% | 75,000 | | | | |
| 2-300 | Bond Reimbursements | | | 100% | - | 100% REIMB Metro District | | | |
| | | **SUBTOTAL:** | **9,855,425** | | **9,855,425** | **PM:** | | **Date:** | |
| 3-010 | Plat Submittal | | - | 0% | - | | | | |
| 3-020 | Constrution Drawings | | - | 0% | - | | | | |
| 3-030 | Drainage (48% Impervious) | | - | 0% | - | | | | |
| 3-040 | Bridge (48% Impervious) | | - | 0% | - | | | | |
| 3-050 | School | | - | 0% | - | | | | |
| 3-060 | Park (Regional-Urban) | | - | 0% | - | | | | |
| 3-070 | | | | 0% | - | | | | |
| 3-080 | Recording | | - | 0% | - | | | | |
| 3-090 | Miscellaneous | | - | 0% | - | | | | |
| | | **SUBTOTAL:** | **-** | | **-** | **PM:** | | **Date:** | |
| | | **TOTAL DEV BUDGET:** | **10,735,425** | | **10,685,425** | **Supervisor:** | | **Date:** | |
| Assurances (please circle): | | Interim Bridge | Interim Drainage | Street | Drainage | Erosion | Landscaping | | |
| INTERNAL USE: | | | | | | | | | |
| 7-000 | Contingency (15%) | | 1,610,314 | 100% | 1,610,314 | **Total Cost per Ac.** | | | |
| 7-100 | Legal | | 150,000 | 100% | 150,000 | **$ 5,649.77** | | | |
| 7-200 | Other | | 75,000 | 100% | 75,000 | | | | |
| | | **SUBTOTAL:** | **1,835,314** | | **1,835,314** | | | | |
| | | **TOTAL BUDGET:** | **12,570,739** | | **12,520,739** | **Manager:** | | **Date:** | |

# OFF-SITE SUMMARY

| | |
|---|---|
| **21" EXTENSION TO BADERA PKWY.** | $3,950,000 |
| **BOTTLE NECK IMPROVEMENTS:** | |
| PHASE 1 (400 ERU) | $838,000 |
| PHASE 2 (2300 ERU) | $1,595,000 |
| PHASE 3 (5100 ERU) | $3,113,000 |
| | **TOTAL: $9,496,000** |

Kimley»Horn
2 North Nevada, Suite 900
Colorado Springs, Colorado 80903

# OFF-SITE SANITARY SEWER

| | | | |
|---|---|---|---|
| Project: | State HWY 78 Sanitary Sewer Improvements | Prepared By: | ASD |
| KH Project Number: | HWY 78 Extension to Bandera Pkwy | Checked By: | MLC |
| Date: | 4/5/2023 | | |

| Item Number | Item Description | Unit | Quantity | Unit Cost | Total Cost |
|---|---|---|---|---|---|
| 1 | Mobilization/Demobilization | LS | 1 | $ 125,390.00 | $ 125,390.00 |
| 2 | Permitting (CDOT & CDPHE) | LS | 1 | $ 20,000.00 | $ 20,000.00 |
| 3 | Traffic Control | LS | 1 | $ 20,000.00 | $ 20,000.00 |
| 4 | Erosion Control | LS | 1 | $ 10,000.00 | $ 10,000.00 |
| 5 | Additional Construction Survey | LS | 1 | $ 5,000.00 | $ 5,000.00 |
| 6 | SUE/Potholing (includes traffic control) | LS | 1 | $ 10,000.00 | $ 10,000.00 |
| 7 | Asphalt Removal | SY | 6000 | $ 15.00 | $ 90,000.00 |
| 8 | 21" PVC Sewer Pipe | FT | 6740 | $ 250.00 | $ 1,685,000.00 |
| 9 | 5' ID CDOT Manhole | EA | 17 | $ 10,000.00 | $ 170,000.00 |
| 10 | Connection to Existing Sewer System | EA | 1 | $ 3,000.00 | $ 3,000.00 |
| 11 | Remove & Dispose Existing Sanitary Sewer Main | FT | 6740 | $ 20.00 | $ 134,800.00 |
| 12 | Asphalt Pavement | SY | 6000 | $ 60.00 | $ 360,000.00 |
| | | | | **Construction Sub-total** | $ 2,633,000.00 |
| | | | | **Engineering Design (15%)** | $ 394,950.00 |
| | | | | **Engineer Construction Services (5%)** | $ 131,650.00 |
| | | | | **Contingency (30%)** | $ 790,000.00 |
| | | | | **Construction & Design Total** | $ 3,950,000.00 |

*Estimate was performed at the Master Planning stage. Unit costs are subject to change.

**SEE EXHIBIT B "BOTTLE NECK IMPROVEMENTS"**

*Required in order to connect to existing City of Pueblo sewer system. Existing system is capable of handling 400 equivalent residential units (ERU) before requiring existing system upgrades. Beyond 400 ERU See exhibit B for phasing breakdown.

# LEGEND

8" SANITARY SEWER — S

12" SANITARY SEWER — S

18" SANITARY SEWER — S

21" SANITARY SEWER — S

21" SANITARY SEWER (PROVIDED BY CITY) — S

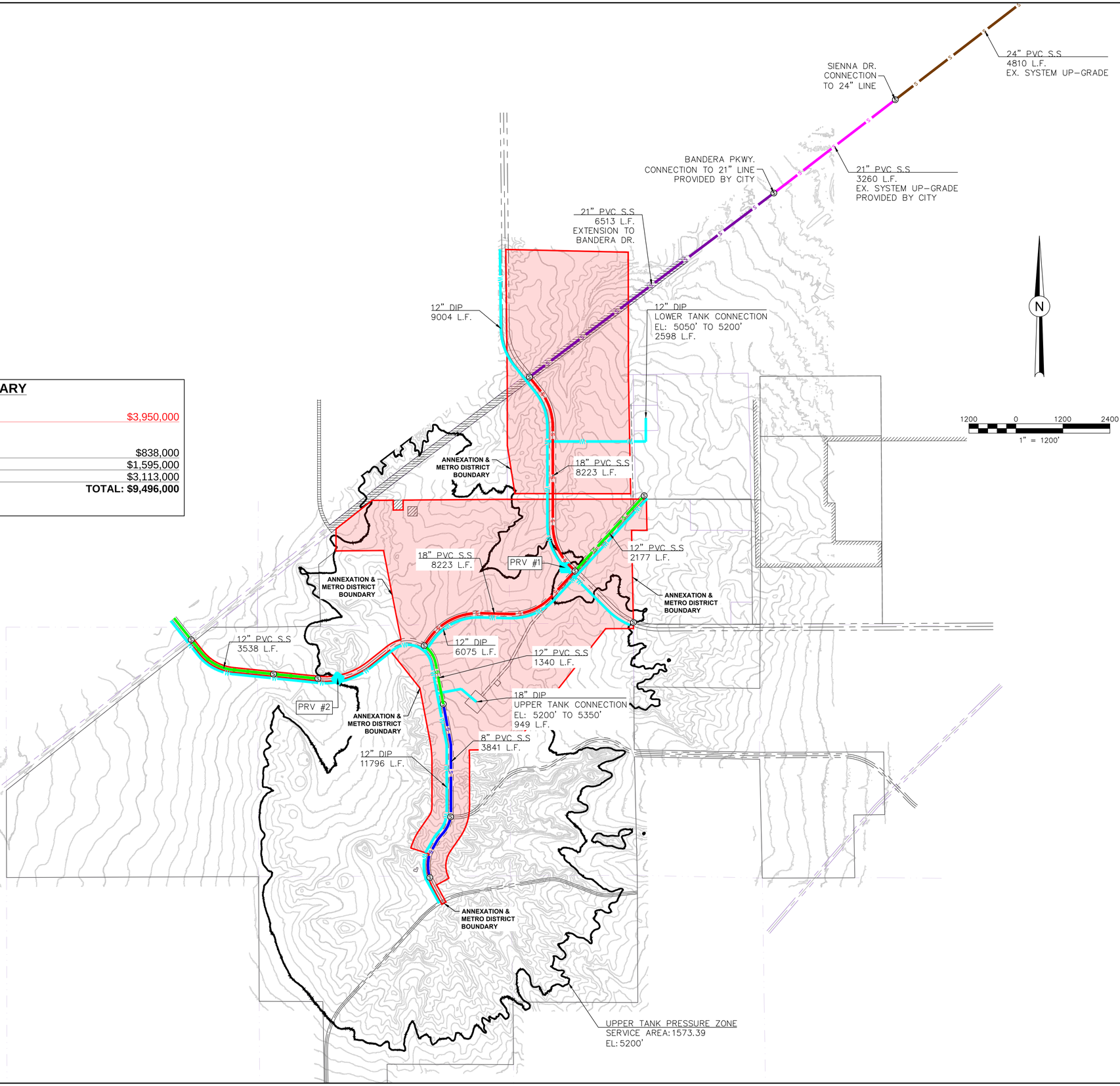
WATER — W

## OFF-SITE SUMMARY

| | |
|---|---|
| 21" EXTENSION TO BADERA PKWY. | $3,950,000 |
| **BOTTLE NECK IMPROVEMENTS:** | |
| PHASE 1 (400 ERU) | $838,000 |
| PHASE 2 (2300 ERU) | $1,595,000 |
| PHASE 3 (5100 ERU) | $3,113,000 |
| | **TOTAL: $9,496,000** |

SEE EXHIBIT B "BOTTLE NECK IMPROVEMENTS"

REQUIRED AT:
PHASE 1: 400 ERU
PHASE 2: 2300 ERU
PHASE 3: 5100 ERU





Dakota Springs Engineering
Engineering Consultants
31 N. TEJON ST. SUITE 518
COLORADO SPRINGS, CO 80903
P: (719) 227-7388 F: (719) 227-7392


811 know what's below. Call 811 before you dig.
J-CAD 719-377-0002

SCALE: 1"=1200'
VERT:
STATION:
STORM:
TO:

DESIGNED BY: JJM DATE:
DRAWN BY: JAZ DATE: 7.17.24
CHECKED BY: DATE:

JACKSON RANCH PUEBLO

METRO DISTRICT EXHIBIT D-1.2

REVISIONS: NO. DESCRIPTION DATE

PROJECT NUMBER: 25-01

SHEET 1 OF 1

Z:\0001-Dakota Springs\25-Pueblo-Hwy-78\03-MetroDistrict\CAD\H78 - Metro District - Water & Wastewater Exhibit 9.11.25.dwg

# CITY OF PUEBLO
# EXISTING SANITARY SEWER
# STATE HIGHWAY 78

| Phase 1 (400 ERU) | Phase 2 (2300 ERU) | Phase 3 (5100 ERU) |
|---|---|---|

414442.8
404449.2
404351.5
404353.7
404367.6
394368.8
394370.1
394271.5
394272.4
394273.3
384274.6
384275.2
384276.4
384281.7
384283.3
384282.9
384190.2
374194.2
374197.1
374104.6
374109.0
374115.4
374120.1
364024.8
364029.7

EX.CO-25
EX.CO-24
EX.CO-23
EX.CO-22
EX.CO-21
EX.CO-20
EX.CO-19
EX.CO-18
EX.CO-17
EX.CO-16
EX.CO-15
EX.CO-14
EX.CO-13
EX.CO-12
EX.CO-11
EX.CO-10
EX.CO-9
EX.CO-8
EX.CO-7
EX.CO-6
EX.CO-5
EX.CO-4
EX.CO-3
EX.CO-2
EX.CO-1

W Northern Ave
Fordham Cir
Vassar Ave
Duke St
Stanford Ave
Wedgewood Dr
Leidigh Park
Lea Gonzales Park
Pitts Middle School
Colgate Ln
Clemson Dr
Englewood Dr
Glenwood Ln
Cedarwood Ln
Moore Ave
Garwood Dr
Miramar Dr
Baystate Ave
Pueblo Chirstian School
Lehigh Ave
Kingsley Dr
Lynn Meadows Dr
Hudspeth Ln
Crestaloma Dr
Glenroyal Dr
Castle Royal Dr
Royal Crest Dr
Radcliff Ln
Glenroyal Dr
Archway Ln
Regency Blvd
Surbery Dr
Kingsley Ave
Tamar Ct
Thames Dr
Academy of Pueblo Regency
South High School
Wildwood Ln
Hollywood Dr
Lynwood Ln
Lakeview Ave
Beckwood Park
Paragon Center
Ivywood Ln
Elmwood Ln
Driftwood Ln
Sherwood Ln
Emilia St
Hellbeck Dr
Jones Ave
Brimmer Ave
Regency Ridge Park
Peregrine Dr
Manor Ridge Dr
Roncalli STEM Academy
Redwood Ln
Surfwood Ln
Siena Dr
Red Cedar Ct

## Legend

- Sanitary Sewer
- Sanitary Manhole
- Flow Monitored Manhole

N

**BOTTLE NECK IMPROVEMNTS**

Kimley»Horn

**EXHIBIT B**



Esri Community Maps Contributors, City of Pueblo, © OpenStreetMap, Microsoft, Esri, HERE, Ga

2 North Nevada, Suite 900
Colorado Springs, Colorado 80903

| | | | |
|---|---|---|---|
| Project: | State HWY 78 Sanitary Sewer Improvements | Prepared By: | ASD |
| KH Project Number: | Replacement Phase 1 (S of Pueblo Blvd. to N or Vinewood Ln) | Checked By: | MLC |
| Date: | 4/5/2023 | | |

| Item Number | Item Description | Unit | Quantity | Unit Cost | Total Cost |
|---|---|---|---|---|---|
| 1 | Mobilization/Demobilization | LS | 1 | $ 26,589.28 | $ 26,589.28 |
| 2 | Permitting (CDOT & CDPHE) | LS | 1 | $ 13,754.65 | $ 13,754.65 |
| 3 | Traffic Control | LS | 1 | $ 34,386.62 | $ 34,386.62 |
| 4 | Erosion Control | LS | 1 | $ 8,252.79 | $ 8,252.79 |
| 5 | Additional Construction Survey | LS | 1 | $ 1,375.46 | $ 1,375.46 |
| 6 | SUE/Potholing (includes traffic control) | LS | 1 | $ 10,315.99 | $ 10,315.99 |
| 7 | Asphalt Removal | SY | 990 | $ 15.00 | $ 14,850.00 |
| 8 | 21" PVC Sewer Pipe | FT | 0 | $ 250.00 | $ - |
| 9 | 24" PVC Sewer Pipe | FT | 1110 | $ 275.00 | $ 305,250.00 |
| 10 | 5' ID CDOT Manhole | EA | 5 | $ 10,000.00 | $ 50,000.00 |
| 11 | Connection to Existing Sewer System | EA | 4 | $ 3,000.00 | $ 12,000.00 |
| 12 | Remove & Dispose Existing Sanitary Sewer Main | FT | 1110 | $ 20.00 | $ 22,200.00 |
| 13 | Asphalt Pavement | SY | 990 | $ 60.00 | $ 59,400.00 |
| 14 | Bypass Pumping (In-Kind Install) | LS | 1 | $ 41,263.94 | $ 41,263.94 |
| | | | | **Construction Sub-total** | $ 558,000.00 |
| | | | | **Engineering Design (15%)** | $ 83,700.00 |
| | | | | **Engineer Construction Services (5%)** | $ 27,900.00 |
| | | | | **Contingency (30%)** | $ 168,000.00 |
| | | | | **Construction Total** | $ 838,000.00 |

*Estimate was performed at the Master Planning stage. Unit costs are subject to change.

2 North Nevada, Suite 900
Colorado Springs, Colorado 80903

| | | | |
|---|---|---|---|
| Project: | State HWY 78 Sanitary Sewer Improvements | Prepared By: | ASD |
| KH Project Number: | Replacement Phase 2 (Walmart to MH S of Pueblo Blvd. & MH N of Vinewood to MH S of Hollywood Dr.) | Checked By: | MLC |
| Date: | 4/5/2023 | | |

| Item Number | Item Description | Unit | Quantity | Unit Cost | Total Cost |
|---|---|---|---|---|---|
| 1 | Mobilization/Demobilization | LS | 1 | $ 50,642.50 | $ 50,642.50 |
| 2 | Permitting (CDOT & CDPHE) | LS | 1 | $ 28,000.00 | $ 28,000.00 |
| 3 | Traffic Control | LS | 1 | $ 70,000.00 | $ 70,000.00 |
| 4 | Erosion Control | LS | 1 | $ 16,800.00 | $ 16,800.00 |
| 5 | Additional Construction Survey | LS | 1 | $ 2,800.00 | $ 2,800.00 |
| 6 | SUE/Potholing (includes traffic control) | LS | 1 | $ 21,000.00 | $ 21,000.00 |
| 7 | Asphalt Removal | SY | 2050 | $ 15.00 | $ 30,750.00 |
| 8 | 21" PVC Sewer Pipe | FT | 800 | $ 250.00 | $ 200,000.00 |
| 9 | 24" PVC Sewer Pipe | FT | 1500 | $ 275.00 | $ 412,500.00 |
| 10 | 5' ID CDOT Manhole | EA | 5 | $ 10,000.00 | $ 50,000.00 |
| 11 | Connection to Existing Sewer System | EA | 4 | $ 3,000.00 | $ 12,000.00 |
| 12 | Remove & Dispose Existing Sanitary Sewer Main | FT | 2300 | $ 20.00 | $ 46,000.00 |
| 13 | Asphalt Pavement | SY | 2050 | $ 60.00 | $ 123,000.00 |
| 14 | Bypass Pumping (In-Kind Install) | LS | 1 | $ 84,000.00 | $ 84,000.00 |
| | | | | **Construction Sub-total** | $ 1,063,000.00 |
| | | | | **Engineering Design (15%)** | $ 159,450.00 |
| | | | | **Engineer Construction Services (5%)** | $ 53,150.00 |
| | | | | **Contingency (30%)** | $ 319,000.00 |
| | | | | **Construction Total** | $ 1,595,000.00 |

*Estimate was performed at the Master Planning stage. Unit costs are subject to change.

2 North Nevada, Suite 900
Colorado Springs, Colorado 80903

| | | | |
|---|---|---|---|
| Project: | State HWY 78 Sanitary Sewer Improvements | Prepared By: | ASD |
| KH Project Number: | Replacement Phase 3 (Sienna Dr to Walmart & MH S of Hollywood Drive to Wedgewood Dr.) | Checked By: | MLC |
| Date: | 4/5/2023 | | |

| Item Number | Item Description | Unit | Quantity | Unit Cost | Total Cost |
|---|---|---|---|---|---|
| 1 | Mobilization/Demobilization | LS | 1 | $ 98,817.49 | $ 98,817.49 |
| 2 | Permitting (CDOT & CDPHE) | LS | 1 | $ 57,868.65 | $ 57,868.65 |
| 3 | Traffic Control | LS | 1 | $ 144,671.62 | $ 144,671.62 |
| 4 | Erosion Control | LS | 1 | $ 34,721.19 | $ 34,721.19 |
| 5 | Additional Construction Survey | LS | 1 | $ 5,786.86 | $ 5,786.86 |
| 6 | SUE/Potholing (includes traffic control) | LS | 1 | $ 43,401.49 | $ 43,401.49 |
| 7 | Asphalt Removal | SY | 4160 | $ 15.00 | $ 62,400.00 |
| 8 | 21" PVC Sewer Pipe | FT | 2470 | $ 250.00 | $ 617,500.00 |
| 9 | 24" PVC Sewer Pipe | FT | 2200 | $ 275.00 | $ 605,000.00 |
| 10 | 5' ID CDOT Manhole | EA | 5 | $ 10,000.00 | $ 50,000.00 |
| 11 | Connection to Existing Sewer System | EA | 4 | $ 3,000.00 | $ 12,000.00 |
| 12 | Remove & Dispose Existing Sanitary Sewer Main | FT | 4670 | $ 20.00 | $ 93,400.00 |
| 13 | Asphalt Pavement | SY | 4160 | $ 60.00 | $ 249,600.00 |
| 14 | Bypass Pumping (In-Kind Install) | LS | 1 | $ 173,605.95 | $ 173,605.95 |
| | | | | **Construction Sub-total** | $ 2,075,000.00 |
| | | | | **Engineering Design (15%)** | $ 311,250.00 |
| | | | | **Engineer Construction Services (5%)** | $ 103,750.00 |
| | | | | **Contingency (30%)** | $ 623,000.00 |
| | | | | **Construction Total** | $ 3,113,000.00 |

*Estimate was performed at the Master Planning stage. Unit costs are subject to change.

**EXHIBIT D**

Notice of Special District Disclosure

**ATTENTION HOMEBUYER**: You are purchasing a home that is located within **Jackson Ranch Metropolitan District No. ___**. This District has the authority to issue bonds or other debt to pay for development improvements and levy taxes and fees on all properties within the District for debt repayment and ongoing operations and maintenance.

| | |
|---|---|
| **Name of District:** | Jackson Ranch Metropolitan District No. ___ |
| **Contact Information for District:** | |
| **District Website:** | |
| **District Boundaries:** | See attached map. |
| **Purpose of the District:** | The District is a metropolitan district organized pursuant to Section 32-1-101, C.R.S., *et seq*. The District was created to assist with the planning, design, acquisition, construction, installation, operation, maintenance, relocation, and financing of certain public improvements serving the Jackson Ranch project located in the City of Pueblo, Colorado and described further in the District's Service Plan.<br>A copy of the District's Service Plan can be obtained by contacting the District at the District contact information above. |
| **Authorized Types of District Taxes:** | **Debt Mill Levy**<br>These mill levies result in taxes you will owe to the District and are described further below. |
| **District's Total Debt Issuance Authorized per District's Service Plan:** | $ |
| **District Improvements Financed by Debt:** | The District intends to, or has already issued debt to pay for ***[list major Public Improvement categories, and where appropriate identify specific improvements by name (i.e., specific roads, parks, etc.)]*** |
| **Maximum Debt Mill Levy** that may be levied annually on properties within the District to pay back debt: | Maximum Debt Mill Levy: 60.000 Mills<br>The Maximum Debt Mill Levy may adjust based on changes in the assessment ratio occurring after January 1, 2025.<br>***[depending on service plan amendments, add info about the Board potentially being able to change the Debt Mill Levy]*** |
| **Ongoing Operations and Maintenance Services of the District:** | The District intends to impose a mill levy and fees to pay for ongoing administration and operating and maintenance |

| | |
|---|---|
| | obligations. |
| **District Fees:** | ***[For transparency, District should indicate that the Board may choose to impose operations and maintenance fees in the future]*** |
| **Other Taxing Entities to which you will pay taxes to:** | ***[List all taxing entities and current mill levies within the District Boundaries as identified by the City Assessor]*** |

**Sample Calculation of Taxes Owed for Property within the District:**
**Commercial Property Assumptions:**
Average market value of commercial
property in District is $_____ Debt Mill Levy is 60 mills
Operations and Maintenance Mill Levy is ____ mills
**Total Metropolitan District mill levies = ___ mills**

**Calculation of Metropolitan District Taxes:**
$_____x ____(Assessment Rate) = $__(Assessed Valuation)
$_____x .060 mills = **$_____per year in taxes owed solely to the Metro District**

**Total Additional Mill Levies from Other Taxing Entities:_____mills = $_____annual taxes**

**TOTAL [YEAR] PROPERTY TAXES FOR A COMMERCIAL PROPERTY COSTING $_____= $_____**

**Residential Property Assumptions:**
Average market value of home in
District is $_____ Debt Mill Levy is 60 mills
Operations and Maintenance Mill Levy is ____ mills
**Total Metropolitan District mill levies = ___ mills**

**Calculation of Metropolitan District Taxes:**
$_____x ____(Assessment Rate) = $__(Assessed Valuation)
$_____x .____ mills = **$_____per year in taxes owed solely to the Metro District**

**Total Additional Mill Levies from Other Taxing Entities:_____mills = $_____annual taxes**

**TOTAL [YEAR] PROPERTY TAXES FOR A HOME COSTING $_____= $_**

**----------**

**THIS ESTIMATE ONLY PROVIDES AN ILLUSTRATION OF THE AMOUNT OF THE NEW PROPERTY TAXES THAT MAY BE DUE AND OWING AFTER THE PROPERTY HAS BEEN REASSESSED AND, IN SOME INSTANCES, RECLASSIFIED AS RESIDENTIAL PROPERTY. THIS ESTIMATE IS NOT A STATEMENT OF THE ACTUAL AND FUTURE TAXES THAT MAY BE DUE. FIRST YEAR PROPERTY TAXES MAY BE BASED ON A PREVIOUS YEAR'S TAX CLASSIFICATION, WHICH MAY NOT INCLUDE THE FULL VALUE OF THE PROPERTY AND, CONSEQUENTLY, TAXES MAY BE HIGHER IN SUBSEQUENT YEARS. A SELLER HAS COMPLIED WITH THIS DISCLOSURE STATEMENT AS LONG AS THE DISCLOSURE IS BASED UPON A GOOD-FAITH EFFORT TO PROVIDE ACCURATE ESTIMATES AND INFORMATION.**

Mike Castellucci
*Chair*

Patrick Avalos
*Vice Chair*

Brett Boston
*City Council Representative*

city of PUEBLO colorado
Planning & Zoning Commission

Alexandra Aznar

Samuel Hernandez Jr.

Cheryl Spinuzzi

James Salazar

# *MINUTES OF REGULAR MEETING*

City of Pueblo, Colorado
Wednesday, June 10, 2026, 3:30 p.m.
City Council Chambers, 1 City Hall Place

The meeting was called to order at 3:30pm with Chairman Castellucci presiding.

**Commissioners Present:** Brett Boston, Mike Castellucci, Patrick Avalos, Alexandra Aznar, Elizabeth Bailey, James Salazar.

**Commissioners Absent:** Cheryl Spinuzzi

**Staff Members Present:** Laura Portis, Assistant City Attorney; Mikaylin Hackley, Senior Planner; and Hannah Prinzi, Planner

**Staff Members Absent**: Beritt Odom, Director of Planning and Community Development and Cindy Capritta, Land Use Technician.

**Approval of the Agenda:** Bailey moved to approve the agenda, seconded by Boston

**Motion Passed:** 6-0

**Public Meeting:** N/A

**Public Hearing:**

**V-26-01 Easement Vacation:** A vacation of a 130 sq. ft. fire hydrant easement located at Lot 1, Block 2 of the Dillon North Subdivision, commonly known as 502 E. 40th St. Staff Report by Mikaylin Hackley, Senior Planner.

**Hearing:** Applicant Tyler Vodopich was sworn in and spoke in support of the application. No one appeared in opposition.

**Commission Action:** Bailey moved to recommend the vacation application be forward to City Council with one (1) staff condition, seconded by Salazar/Boston.

**Motion Passed**: 6-0

**Approval of Minutes**

Salazar motioned to approve the minutes from the May 13th meeting, seconded by Bailey.

**Motion Passed**: 6-0

**Old/New Business:** Pat Avalos commission service recognition and presentation of plaque

**Adjourn at** 3:39 PM

Respectfully submitted,

Mike Castellucci
Chairperson

Beritt Odom
Executive Secretary

Digital recordings of all the meetings of the Planning and Zoning Commission are maintained and available for inspection and review during normal business hours (M – F, 8 a.m. – 5 p.m.) at the Department of Planning & Community Development, 101 W Riverwalk, Pueblo 81003.

Docusign Envelope ID: 4812E3BA-6CFF-881C-83E7-7F90AA806F2C

**City Clerk's Office Item # M1**

**Background Paper for Proposed Resolution**

**COUNCIL MEETING DATE:** July 27, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Clyde Bishop, City Clerk

FROM: Kurt Patrick, Director of StormWater

SUBJECT: A RESOLUTION RATIFYING THE AWARD OF AN EMERGENCY CONSTRUCTION CONTRACT IN THE AMOUNT OF $114,765.30 TO RUSS GRADING & EXCAVATING LLC, A COLORADO LIMITED LIABILITY COMPANY, FOR PROJECT NO. 25-012 (SWAN03) — FOR EMERGENCY STORM SEWER POINT REPAIR ON GARFIELD STREET AND W. ABRIENDO AVENUE AND APPROVING A CHANGE ORDER IN THE AMOUNT OF $81,860.02 FOR ADDITIONAL WORK AND MATERIALS, AND AUTHORIZING AND APPROVING THE PURCHASING AGENT'S EXECUTION OF THE SAME

## SUMMARY:

This Resolution ratifies and approves the award of a construction contract in the amount of $114,765.30 to Russ Grading & Excavating LLC, under Contract No. 25-012 for an emergency storm sewer point repair on Garfield Street and W. Abriendo Avenue and approves a change order in the amount of $81,860.02.

## PREVIOUS COUNCIL ACTION:

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

## BACKGROUND:

Stormwater Utility was notified of a sinkhole at the intersection of Garfield Street and W. Abriendo Avenue. Upon visual and closed caption television (CCTV) inspection, it was determined the cause of the sinkhole was a broken pipe and aging stormwater infrastructure. Along with the storm sewer that contained the sinkhole, it was determined the adjacent pipe and inlets were also past their useful life and in need of replacement. An emergency point repair was performed to repair the stormwater infrastructure.

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The contract with the unit prices for the estimated work performed by Russ Grading & Excavating LLC, can be found attached. This work was performed under the 2025-2027 Emergency Storm Sewer Point Repair Resolution #15934 through which contractors were qualified via competitive bid.

**FINANCIAL IMPLICATIONS:**

Funding in the amount of $196,625.32 will be paid from the Stormwater Utility budget. Project Account SWAN03, for Point Repairs and Pipe Cleaning.

**BOARD/COMMISSION RECOMMENDATION:**

None.

**STAKEHOLDER PROCESS:**

None.

**ALTERNATIVES:**

Not applicable.

**RECOMMENDATION:**

Approval of the Resolution.

**ATTACHMENTS:**

1. 25-012 Garfield Street and W. Abriendo Avenue Contract
2. 25-012 Garfield Street and W. Abriendo Avenue Change Order
3. 25-012 Garfield Street and W. Abriendo Avenue Invoice
4. 25-012 Garfield Street and W. Abriendo Avenue Traffic Control
5. 25-012 Garfield Street and W. Abriendo Avenue WorkFlow

Docusign Envelope ID: 4812E3BA-6CFF-881C-83E7-7F90AA806F2C

RESOLUTION NO. 16378

A RESOLUTION RATIFYING THE AWARD OF AN EMERGENCY CONSTRUCTION CONTRACT IN THE AMOUNT OF $114,765.30 TO RUSS GRADING & EXCAVATING LLC, A COLORADO LIMITED LIABILITY COMPANY, FOR PROJECT NO. 25-012 (SWAN03) — FOR EMERGENCY STORM SEWER POINT REPAIR ON GARFIELD STREET AND W. ABRIENDO AVENUE AND APPROVING A CHANGE ORDER IN THE AMOUNT OF $81,860.02 FOR ADDITIONAL WORK AND MATERIALS, AND AUTHORIZING AND APPROVING THE PURCHASING AGENT'S EXECUTION OF THE SAME

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

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

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

City Council hereby ratifies and approves the contract for emergency repair of the storm sewer on Garfield Street and W. Abriendo Avenue with Russ Grading & Excavating LLC, Project No. 25-012 (SWAN03) – awarded to said bidder in the amount of $196,625.32 which amount includes all contract change orders.

SECTION 2.

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

SECTION 3.

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

SECTION 4.

The officers and staff of the City are authorized to perform any and all acts consistent with the intent of this Resolution and the contract to implement the transactions described therein. Furthermore, all actions previously taken by officers and staff of the City consistent with the contract including any payments authorized under the contract and the contract change order in the amount of $196,625.32 are hereby ratified.

Docusign Envelope ID: 4812E3BA-6CFF-881C-83E7-7F90AA806F2C

SECTION 5.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: July 27, 2026

BY: Ted Hernandez
MEMBER OF CITY COUNCIL

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

ATTESTED BY: DocuSigned by: Clyde Bishop F1C1AE872ZB149A...
CITY CLERK

Docusign Envelope ID: 042FA1BE-9B56-8C5C-8104-B19F8BACA893

**REQUEST FOR QUOTATIONS**

**Bid No:** **25-012**
**Bid Name:** **2025-2027 Emergency Storm Sewer Point Repair – Garfield Street and W. Abriendo Avenue**

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

| 2025-2027 Emergency Storm Sewer Point Repair | | | | | Russ Grading & Excavating LLC | |
|---|---|---|---|---|---|---|
| Line Item | Description | | Unit of Measure | Quantity | Unit Cost | Total Cost |
| 1 | Remove Existing Pipe and Replace w/18" High Performance Polypropylene Pipe Greater than 8' Deep | >100 | LF | 198 | $195.00 | $38,610.00 |
| 2 | Remove and Replace 4" Non-Reinforced Concrete Slab | 21-100 | SF | 20 | $25.00 | $500.00 |
| 3 | Remove and Replace Curb and Gutter | 21-100 | LF | 30 | $75.00 | $2,250.00 |
| 4 | Install Extra Lean Concrete (Flowable Fill) | >100 | CY | 52 | $225.00 | $11,700.00 |
| 5 | Remove and Replace Single Denver 16 Combination Inlet | 1 | EA | 1 | $8,500.00 | $8,500.00 |
| 6 | Remove and Replace Double Denver 16 Combination Inlet | 1 | EA | 2 | $14,500.00 | $29,000.00 |
| 7 | Mobilization | 1 | LS | 1 | $4,000.00 | $4,000.00 |
| 8 | Remove and Replace 6" Asphalt Patch | 1 | SF | 1023 | $15.00 | $15,345.00 |
| 9 | Rock Sock | 1 | LF | 3 | $20.00 | $60.00 |
| 10 | Inlet Protection | 1 | EA | 3 | $350.00 | $1,050.00 |
| 11 | Stockpile Management | 1 | EA | 1 | $500.00 | $500.00 |
| 12 | Concrete Washout Area | 1 | EA | 1 | $250.00 | $250.00 |
| 13 | Potholing | 1 | HR | 3 | $250.00 | $750.00 |
| | **Total** | | | | | **$112,515.00** |
| | | | | | **Russ Grading & Excavating LLC** | |
| 14 | Percentage Rate - Performance and Payment Bonds | | Percentage | | | 2.% |
| | | | | | | |
| | **Total** | | | | | **$2,250.30** |
| | **Grand Total with Bond Percentage Amount** | | | | **N/A** | **$114,765.30** |

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

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

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

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

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

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

Business Name: Russ Grading & Excavating, LLC

Business Address: 1010 S. Reading Ave.

Pueblo, CO 81001

Signature: DocuSigned by: Bailey Russ 2CFAACE282B2470... Date: 05/22/2026

Printed Name and Title: Bailey Russ, Managing Member

Docusign Envelope ID: 042FA1BE-9B56-8C5C-8104-B19F8BACA893

**CONTRACT AGREEMENT**

THIS AGREEMENT made and entered into this 18th day of May, 2026, by and between the City of Pueblo, a Colorado Municipal Corporation, hereinafter referred to in the Contract Documents as the "City", and Russ Grading & Excavating, LLC, a Colorado Limited Liability Company, hereinafter referred to in the Contract Documents as "Contractor".

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

**Bid No:** **25-012**
**Bid Name:** **2025-2027 Emergency Storm Sewer Point Repair – Garfield Street and W. Abriendo Avenue**

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

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

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

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

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

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

   Contract (This Instrument)
   Performance Bond
   Payment Bond
   Notice to Proceed
   Notice of Award
   Contractor's Proposal
   Addendum No. 1
   Invitation For Bids, including expressly and without limitation, SPECIAL PROVISIONS, LABOR PROVISIONS AND GENERAL PROVISIONS.

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

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

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

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

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

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

**RUSS GRADING & EXCAVATING, LLC**

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

Title Managing Member

**CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION**

Signed by:
By Teresa May Burns
D2CAF0813063...
Teresa May Burns, Director of Purchasing

ATTEST:

DocuSigned by:
Clyde Bishop
F1C1AF8727B149A...
Clyde Bishop, City Clerk

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

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

APPROVED AS TO FORM DEPARTMENT OF LAW:

DocuSigned by:
Robert Jagger
502480BE6EFC4C8...
Robert P. Jagger, Deputy City Attorney

Docusign Envelope ID: 042FA1BE-9B56-8C5C-8104-B19F8BACA893

**PAYMENT BOND**

906229449

Bond Number _____

KNOW ALL MEN BY THESE PRESENTS:

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

The Ohio Casualty Insurance Company

Surety

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

One hundred and twelve thousand five hundred and fifteen dollars and 00/100----------($112,515.00)

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

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the City, dated the 18th day of May, 2026, a copy of which is hereto attached and made a part hereof for the construction of:

**Bid No.:** **25-012**
**Bid Name:** **2025-2027 Emergency Storm Sewer Point Repair – Garfield Street and W. Abriendo Avenue**

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

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

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

(Signature Page Follows)

Docusign Envelope ID: 042FA1BE-9B56-8C5C-8104-B19F8BACA893



**IN WITNESS WHEREOF,** this instrument is executed on the 18th day of May, 2026.

**ATTEST:**

By _____
Principal Secretary

**RUSS GRADING & EXCAVATING, LLC**

By _____
Bailey Russ

Title Managing Member

(SEAL)

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

By _____
(Witness as to Principal)

_____
(Address)

The Ohio Casualty Insurance Company
Surety

**ATTEST:**
Gregory W. Miller
By _____
(Surety) Attorney-In-Fact

Gregory W. Miller
By _____
Attorney-In-Fact

(SEAL)

PO Box 370115; Denver, CO 80237
(Address)

Deborah M. Miller
By _____
(Witness as to Surety)

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

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

Docusign Envelope ID: 042FA1BE-9B56-8C5C-8104-B19F8BACA893

**PERFORMANCE BOND**

Bond Number 906229449

KNOW ALL MEN BY THESE PRESENTS:

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

The Ohio Casualty Insurance Company

Surety

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

One hundred and twelve thousand five hundred and fifteen dollars and 00/100----------($112,515.00)

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

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the City, dated the 18th day of May, 2026, a copy of which is hereto attached and made a part hereof for the construction of:

**Bid No.:** **25-012**
**Bid Name:** **2025-2027 Emergency Storm Sewer Point Repair – Garfield Street and W. Abriendo Avenue**

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

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

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

(Signature Page Follows)

Docusign Envelope ID: 042FA1BE-9B56-8C5C-8104-B19F8BACA893



IN WITNESS WHEREOF, this instrument is executed on the 18th day of May, 2026.

**RUSS GRADING & EXCAVATING, LLC**

**ATTEST:**

By _____
Principal Secretary

By _____
Bailey Russ

Title Managing Member

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

(SEAL)

By _____
(Witness as to Principal)

_____
(Address)

The Ohio Casualty Insurance Company
Surety

**ATTEST:**
Gregory W. Miller
By _____
(Surety) Attorney-In-Fact

Gregory W. Miller
By _____
Attorney-In-Fact

PO Box 370115; Denver, CO 80237
(Address)

(SEAL)

Deborah M. Miller
By _____
(Witness as to Surety)

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

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

Docusign Envelope ID: 042FA1BE-9B56-8C5C-8104-B19F8BACA893

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

Liberty Mutual SURETY

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

Certificate No: **8204417-984513**

# POWER OF ATTORNEY

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

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

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

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

By: _____
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

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

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

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

By: _____
Teresa Pastella, Notary Public

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

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

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

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

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

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

**IN TESTIMONY WHEREOF,** I have hereunto set my hand and affixed the seals of said Companies this 20th day of May, 2026.

By: _____
Renee C. Llewellyn, Assistant Secretary

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

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

Docusign Envelope ID: 042FA1BE-9B56-8C5C-8104-B19F8BACA893

**NOTICE TO PROCEED**

Date: 5/26/26

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

Ref: Bid No: 25-012
Bid Name: 2025-2027 Emergency Storm Sewer Point Repair – Garfield Street and W. Abriendo Avenue

You are hereby authorized to proceed on 5/26/26, or within three (3) consecutive calendar days thereafter with construction of the above referenced project as set forth in the Contract Documents.

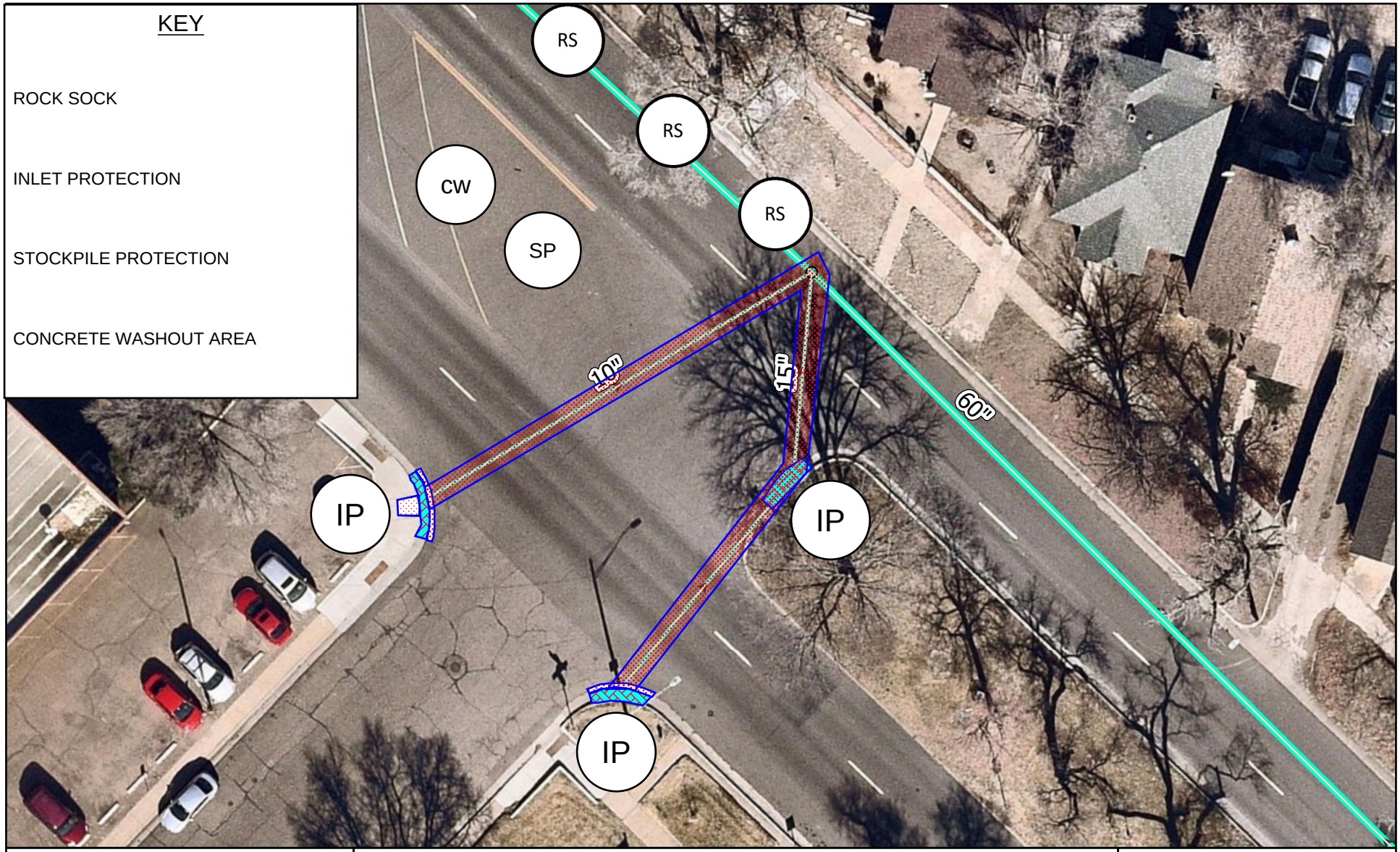
You have fourteen (14) consecutive calendar days to complete this project. If at that time the project is not complete, you may request additional time via an RFI. Your request will be subject to the discretion of the project engineer. If the project engineer deems your request as appropriate you will be issued an amendment granting the specified additional days.

Sincerely,

DocuSigned by:
Kurt Patrick
83D35AA3F8D04C7...

Kurt Patrick
Director of Stormwater

Docusign Envelope ID: 042FA1BE-9B56-8C5C-8104-B19F8BACA893




N

0 15 30

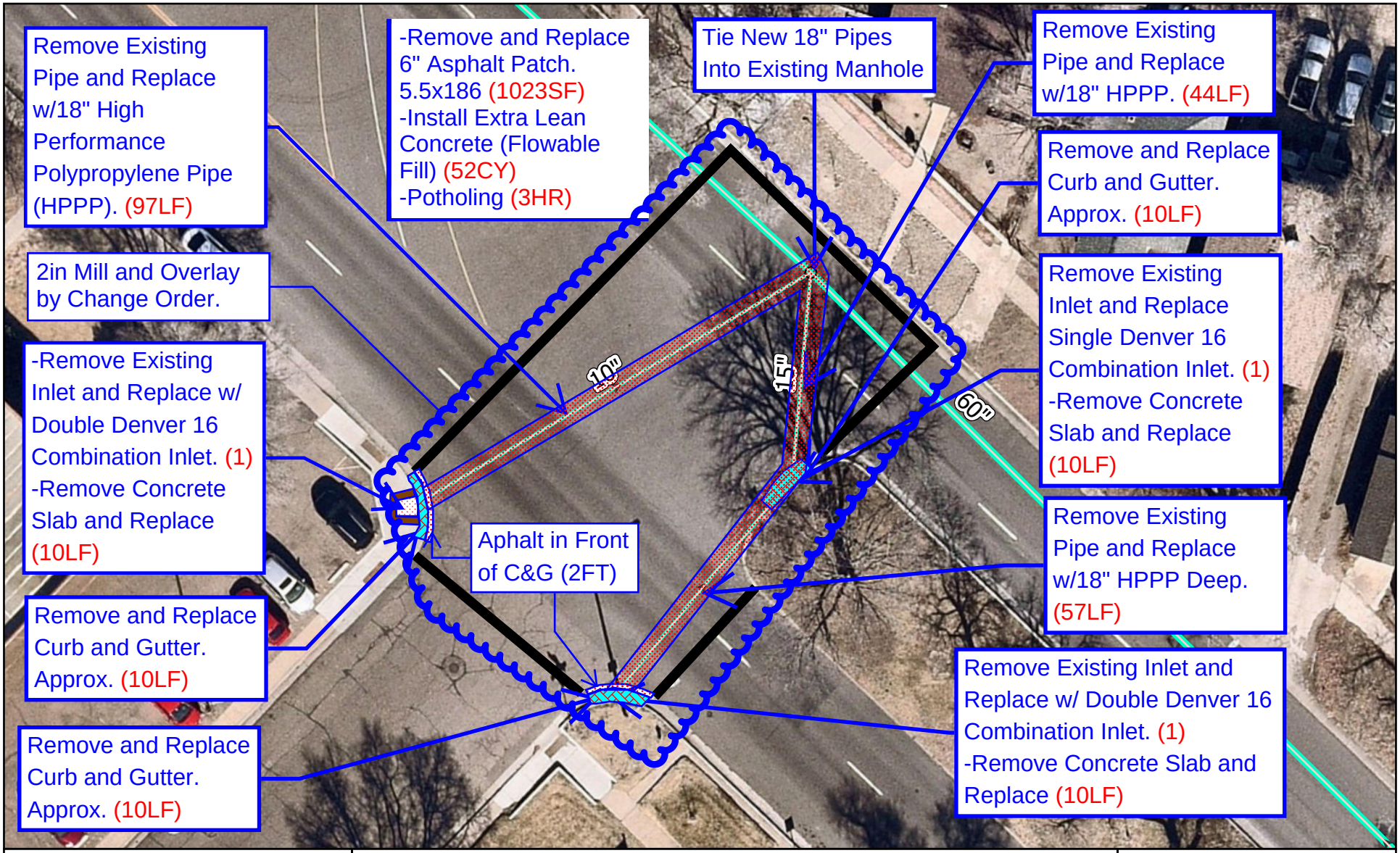
US Feet

# Garfield and Abriendo

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

nearmap.com

CITY OF PUEBLO STORMWATER UTILITY




N

0 15 30

US Feet

# Garfield and Abriendo

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

nearmap.com

CITY OF PUEBLO STORMWATER UTILITY

Docusign Envelope ID: 0162969A-F9D3-8D21-8277-D736AF47D491



City Of Pueblo

# Contract Change Order

Stormwater Utility Department

**Project Number :** 24-021R **Change Order No. :** 1 **Date:** July 14, 2026

**Project Name :** Abriendo and Garfield

**Contractor :** Russ Grading and Excavating, LLC

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

| Bid Item No. | Description of Changes | Decrease Contract By | Increase Contract By |
|---|---|---|---|
| Item #1 | Remove Existing Pipe and Replace w/18" High Performance Polypropylene Pipe Greater than 8' Deep **(Increase-9LF)** | | $1,755.00 |
| Item #2 | Remove and Replace Concrete 4" **(Increase-82SF)** | | $2,050.00 |
| Item #3 | Remove and Replace Curb and Gutter **(Increase-43LF)** | | $3,225.00 |
| Item #4 | Install Extra Lean Concrete (Flowable Fill) **(Increase-36CY)** | | $8,100.00 |
| Item #5 | Remove and Replace 6" Asphalt Patch **(Increase 409CY)** | | $6,135.00 |
| Item #6 | Potholing **(Increase-3EA)** | | $750.00 |
| Item #7 | 2" Mill and Overlay **(Increase-6648SF)** | | $38,026.56 |
| Item #8 | Mill and Paving Crew Mobilization **(Increase-1LS)** | | $3,700.00 |
| Item #9 | Traffic Control +10% **(Increase- 1LS)** | | $16,513.37 |
| Item #10 | Bond **(Increase- 1LS)** | | $1,605.09 |
| | **TOTAL** | $0.00 | $81,860.02 |

| | | |
|---|---|---|
| Net Adjustment This Change Order | $ | 81860.02 |
| Amount of Previous Change Order(s) | $ | 0.00 |
| Original Contract Amount | $ | 114765.30 |
| Total Adjusted Contract Amount To Date | $ | 196625.32 |

Reason For Change:

The change order is for additional pipe, removal and replacement of materials and unforseen miscellaneous items.

The time provided for completion of the contract is increased by thirty-one (31) days.

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

Prepared by: Signed by: Neal Newman 7AF58986E6ED454... Date: 07/14/2026

Stormwater Inspector

Reviewed by: Signed by: Jared Perea 5EA32BAC80A34E7... Date: 07/14/2026

Project Manager

Accepted by: DocuSigned by: Bailey Russ 2CFAACE282B2470... Date: 07/13/2026

Contractor's Representative

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

Approved by: DocuSigned by: kurt Patrick 83D35AA3F8D04C7... Date: 07/14/2026

Director of Stormwater

# INVOICE

**Russ Grading & Excavating**
1696 42nd Ln
Avondale, CO 81022-9715

office.rgx@gmail.com
+1 (719) 696-2532

## City of Pueblo:1025

**Bill to**
City of Pueblo
PO Box 1427
Pueblo, CO 81002

**Invoice details**
Invoice no.: 439
Terms: Net 30
Invoice date: 07/12/2026
Due date: 08/11/2026

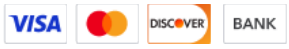
| # | Product or service | Description | Qty | Rate | Amount |
|---|---|---|---|---|---|
| 1. | | 25-012 GARFIELD & ABRIENDO EPR | | | |
| 2. | **Storm Sewer Services** | R&R 18" HP >8' DEEP | 198 | $195.00 | $38,610.00 |
| 3. | **CONCRETE SERVICES** | R&R 4" CONCRETE | 20 | $25.00 | $500.00 |
| 4. | **CONCRETE SERVICES** | R&R CURB & GUTTER | 30 | $75.00 | $2,250.00 |
| 5. | **Storm Sewer Services** | FLOWFILL | 52 | $225.00 | $11,700.00 |
| 6. | **Storm Sewer Services** | R&R SINGLE DENVER 16 COMBO INLET | 1 | $8,500.00 | $8,500.00 |
| 7. | **Storm Sewer Services** | R&R DOUBLE DENVER 16 COMBO INLET | 2 | $14,500.00 | $29,000.00 |
| 8. | **Storm Sewer Services** | MOBILIZATION | 1 | $4,000.00 | $4,000.00 |
| 9. | **ASPHALT INCOME** | R&R 6" ASPHALT PATCH | 1023 | $15.00 | $15,345.00 |
| 10. | **Storm Sewer Services** | ROCK SOCK | 3 | $20.00 | $60.00 |
| 11. | **Storm Sewer Services** | INLET PROTECTION | 3 | $350.00 | $1,050.00 |
| 12. | **Storm Sewer Services** | STOCKPILE MANAGEMENT | 1 | $500.00 | $500.00 |
| 13. | **Storm Sewer Services** | CONCRETE WASHOUT AREA | 1 | $250.00 | $250.00 |
| 14. | **Storm Sewer Services** | POTHOLING | 3 | $250.00 | $750.00 |

| | | | | | |
|---|---|---|---|---|---|
| 15. | **BONDS** | BONDS 2% | 1 | $2,250.30 | $2,250.30 |
| 16. | | CONTRACT INCREASES | | | |
| 17. | **Storm Sewer Services** | R&R 18" HP >8' DEEP | 9 | $195.00 | $1,755.00 |
| 18. | **CONCRETE SERVICES** | 4" CONCRETE | 82 | $25.00 | $2,050.00 |
| 19. | **CONCRETE SERVICES** | R&R CURB & GUTTER | 43 | $75.00 | $3,225.00 |
| 20. | **Storm Sewer Services** | FLOWFILL | 36 | $225.00 | $8,100.00 |
| 21. | **ASPHALT INCOME** | R&R 6" ASPHALT PATCH | 409 | $15.00 | $6,135.00 |
| 22. | **Storm Sewer Services** | POTHOLING | 3 | $250.00 | $750.00 |
| 23. | **ASPHALT INCOME** | 2" MILL & OVERLAY | 6648 | $5.72 | $38,026.56 |
| 24. | **ASPHALT INCOME** | MILL & PAVING CREW MOBILIZATION | 1 | $3,700.00 | $3,700.00 |
| 25. | **TRAFFIC CONTROL** | TRAFFIC CONTROL +10% ($15,012.16) | 1 | $16,513.37 | $16,513.37 |
| 26. | **BONDS** | BOND 2% ($195,020.23) (-80,254.93) | 1 | $1,605.09 | $1,605.09 |

**Total** **$196,625.32**

## Scan to pay





# A-1 BARRICADE & SIGN, INC.

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

1025

| RENTED TO | JOB LOCATION | TICKET # |
|---|---|---|
| RUSS GRADING & EXCAVATING<br>1010 S READING ST<br>PUEBLO CO 81001 | TRAFFIC CONTROL PLAN<br>ABRIENDO & GARFIELD<br>RIGHT LANE CLOSURE ON ABRIENDO<br>PUEBLO CO | Con# 138601<br>Loc 200 |

| DL/ID # | DOBth | MISC | PHONE | | DATE | TIME |
|---|---|---|---|---|---|---|
| CA28678 | | | W (719) 369-9781 | OUT | 05/18/26 | 12:24 PM VV |
| | | | | | 05/18/26 | 12:25 PM VV |

| ID#3 | PO/JOB # | RECEIVED BY |
|---|---|---|
| | BAILEY RUSS | |

***FINAL***



| QTY | ITEM# | MIN | HOURLY | OVNITE | 8-HOUR | DAY | WEEK | 4 WEEK | EXT AMT | NET AMT |
|---|---|---|---|---|---|---|---|---|---|---|
| 1 | TCP-REG | TRAF.CONTROL PLAN A-1 SETUP | | | | | | 185.00 | 185.00 | 185.00 |

----- Payments ------
FORCE CHARGE 185.00 05/18/26

5270
ext/ 611
pot/ 619
05/6/16

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

| | |
|---|---|
| RENT | 0.00 |
| SALES | 0.00 |
| OTHER | 185.00 |
| DW/FEES | 0.00 |
| SMM TAX | 0.00 |
| SALES TAX | 0.00 |
| USE TAX | 0.00 |
| TOTAL DUE | 185.00 |
| | 0.00 |
| AMT BILLED | 185.00 |

# A-1 BARRICADE & SIGN, INC.

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

| RENTED TO | JOB LOCATION | TICKET # |
|---|---|---|
| RUSS GRADING & EXCAVATING<br>1010 S READING ST<br>PUEBLO CO 81001 | SITE<br>ABRIENDO & GARFIELD<br>PUEBLO CO | Con# 138811<br>Loc 200 |

| DL/ID # | DOBth | MISC | PHONE | | DATE | TIME |
|---|---|---|---|---|---|---|
| CA28678 | | | W (719) 369-9781 | OUT | 07/01/26 | 7:00 AM CT |
| ID#3 | PO/JOB # | RECEIVED BY | | | | |
| | | | | RETURNED | 07/10/26 | 2:00 PM CT |

***FINAL*** Charge for 1.00 Day(s) Page: 1

| QTY | ITEM# | | MIN | HOURLY | OVNITE | 8-HOUR | DAY | WEEK | 4 WEEK | EXT AMT | NET AMT |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 60 | DRW3-0000 | SIGN,36"ROAD WORK AH(DG) | | | | | 4.00 | | | 240.00 | 240.00 |
| | $4.00/D | | | | | | | | | | |
| 20 | DSC3-0000 | SIGN,36"STREET CL.AH(DG) | | | | | 4.00 | | | 80.00 | 80.00 |
| | $4.00/D | | | | | | | | | | |
| 500 | BADN-0000 | DRUM CHANNEL DEVICE N/L | | | | | 3.00 | | | 1500.00 | 1500.00 |
| | $3.00/D | | | | | | | | | | |
| 10 | DGDT-0000 | BARR.T-3 RC/RCTT(DG) DET | | | | | 9.00 | | | 90.00 | 90.00 |
| | $9.00/D | | | | | | | | | | |
| 20 | DRL3-0000 | SIGN,36"RT/LT LN CL AH(DG) | | | | | 4.00 | | | 80.00 | 80.00 |
| | $4.00/D | | | | | | | | | | |
| 20 | DRT3-0000 | SIGN,36"RT/LT TRANS(DG) | | | | | 4.00 | | | 80.00 | 80.00 |
| | $4.00/D | | | | | | | | | | |
| 10 | 6RTR-0000 | SIGN,36"REV.TURN L/R(DG) | | | | | 4.00 | | | 40.00 | 40.00 |
| | $4.00/D | | | | | | | | | | |
| 160 | BATM-0000 | BARR.TUBULAR MARKERS 42" | | | | | 3.00 | | | 480.00 | 480.00 |
| | $3.00/D | | | | | | | | | | |
| 10 | VLNL-0000 | BARR.VERT.KEEP L/R NL | | | | | 4.00 | | | 40.00 | 40.00 |
| | $4.00/D | | | | | | | | | | |

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

| | |
|---|---|
| RENT | 4158.00 |
| SALES | 0.00 |
| OTHER | 625.00 |
| DW/FEES | 374.22 |
| SMM TAX | 0.00 |
| SALES TAX | 344.45 |
| USE TAX | 0.00 |
| TOTAL DUE | 5501.67 |
| | 0.00 |
| AMT BILLED | 5501.67 |

# A-1 BARRICADE & SIGN, INC.

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

| RENTED TO | JOB LOCATION | TICKET # |
|---|---|---|
| RUSS GRADING & EXCAVATING<br>1010 S READING ST<br>PUEBLO CO 81001 | SITE<br>ABRIENDO & GARFIELD<br>PUEBLO CO | Con# 138811<br>Loc 200 |

| DL/ID # | DOBth | MISC | PHONE | | DATE | TIME |
|---|---|---|---|---|---|---|
| CA28678 | | | W (719) 369-9781 | OUT | 07/01/26 | 7:00 AM CT |
| ID#3 | PO/JOB # | RECEIVED BY | | | | |
| | | | | RETURNED | 07/10/26 | 2:00 PM CT |

***FINAL***

Charge for 1.00 Day(s) Page: 2

| QTY | ITEM# | MIN | HOURLY | OVNITE | 8-HOUR | DAY | WEEK | 4 WEEK | EXT AMT | NET AMT |
|---|---|---|---|---|---|---|---|---|---|---|
| 1440 | BACC-0000 | BARR.CROWD CONTROL PER FT | | | | | | | 1440.00 | 1440.00 |
| | $1.00/D | | | | | 1.00 | | | | |
| | EACH SECTION IS CHARGED PER LIN. FEET. APPX 9' EA | | | | | | | | | |
| 20 | DDA3-0000 | SIGN,36"DETOUR AHEAD(DG) | | | | | | | 80.00 | 80.00 |
| | $4.00/D | | | | | 4.00 | | | | |
| 2 | 36BD-0000 | SIGN,36"BUMP(DG) | | | | | | | 8.00 | 8.00 |
| | $4.00/D | | | | | 4.00 | | | | |
| 5 | LBTS | LABOR, TCS PER HOUR | | | | | 125.00 | | 625.00 | 625.00 |

----- Payments ------

FORCE CHARGE 5501.67 07/10/26

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

| | |
|---|---|
| RENT | 4158.00 |
| SALES | 0.00 |
| OTHER | 625.00 |
| DW/FEES | 374.22 |
| SMM TAX | 0.00 |
| SALES TAX | 344.45 |
| USE TAX | 0.00 |
| TOTAL DUE | 5501.67 |
| | 0.00 |
| AMT BILLED | 5501.67 |

WWW.A1BARRICADEANDSIGN.COM >OFFICE@A1BARRICADEANDSIGN.COM
WE ARE NOW A CERTIFIED UDBE/MINORITY OWNED COMPANY #6100
"AN EQUAL OPPORTUNITY EMPLOYER"

07/10/26 13:52:47

# A-1 BARRICADE & SIGN, INC.

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

1025

| RENTED TO | JOB LOCATION | TICKET # |
|---|---|---|
| RUSS GRADING & EXCAVATING<br>1010 S READING ST<br>PUEBLO CO 81001 | SITE<br>ABRIENDO & GARFIELD<br>PUEBLO CO | Con# 138748<br>Loc 200 |

| DL/ID # | DOBth | MISC | PHONE | | DATE | TIME |
|---|---|---|---|---|---|---|
| CA28678 | | | W (719) 369-9781 | OUT | 06/15/26 | 7:00 AM CT |
| ID#3 | PO/JOB # | RECEIVED BY | | | | |
| | | | | RETURNED | 06/30/26 | 5:00 PM CT |

***FINAL*** Charge for 1.00 Day(s) Page: 1

| QTY | ITEM# | MIN | HOURLY | OVNITE | 8-HOUR | DAY | WEEK | 4 WEEK | EXT AMT | NET AMT |
|---|---|---|---|---|---|---|---|---|---|---|
| 96 | DRW3-0000 | | | | | | | | 384.00 | 384.00 |
| | $4.00/D | | | | | 4.00 | | | | |
| 32 | DSC3-0000 | | | | | | | | 128.00 | 128.00 |
| | $4.00/D | | | | | 4.00 | | | | |
| 800 | BADN-0000 | | | | | | | | 2400.00 | 2400.00 |
| | $3.00/D | | | | | 3.00 | | | | |
| 44 | DGDT-0000 | | | | | | | | 396.00 | 396.00 |
| | $9.00/D | | | | | 9.00 | | | | |
| 32 | DRL3-0000 | | | | | | | | 128.00 | 128.00 |
| | $4.00/D | | | | | 4.00 | | | | |
| 32 | DRT3-0000 | | | | | | | | 128.00 | 128.00 |
| | $4.00/D | | | | | 4.00 | | | | |
| 5 | 6RTR-0000 | | | | | | | | 20.00 | 20.00 |
| | $4.00/D | | | | | 4.00 | | | | |
| 256 | BATM-0000 | | | | | | | | 768.00 | 768.00 |
| | $3.00/D | | | | | 3.00 | | | | |
| 16 | VLNL-0000 | | | | | | | | 64.00 | 64.00 |
| | $4.00/D | | | | | 4.00 | | | | |

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

5270 ent 713 pvd 7/22 ent 7/29

| | |
|---|---|
| RENT | 7154.00 |
| SALES | 0.00 |
| OTHER | 750.00 |
| DW/FEES | 643.86 |
| SMM TAX | 0.00 |
| SALES TAX | 592.63 |
| USE TAX | 0.00 |
| TOTAL DUE | 9140.49 |
| | 0.00 |
| AMT BILLED | 9140.49 |

# A-1 BARRICADE & SIGN, INC.

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

| RENTED TO | JOB LOCATION | TICKET # |
|---|---|---|
| RUSS GRADING & EXCAVATING<br>1010 S READING ST<br>PUEBLO CO 81001 | SITE<br>ABRIENDO & GARFIELD<br>PUEBLO CO | Con# 138748<br>Loc 200 |

| DL/ID # | DOBth | MISC | PHONE | | DATE | TIME |
|---|---|---|---|---|---|---|
| CA28678 | | | W (719) 369-9781 | OUT | 06/15/26 | 7:00 AM CT |
| ID#3 | PO/JOB # | RECEIVED BY | | | | |
| | | | | RETURNED | 06/30/26 | 5:00 PM CT |

***FINAL***

Charge for 1.00 Day(s) Page: 2

| QTY | ITEM# | MIN | HOURLY | OVNITE | 8-HOUR | DAY | WEEK | 4 WEEK | EXT AMT | NET AMT |
|---|---|---|---|---|---|---|---|---|---|---|
| 2610 | BACC-0000 | | | | | | | | 2610.00 | 2610.00 |
| | $1.00/D | | | | | 1.00 | | | | |
| | EACH SECTION IS CHARGED PER LIN. FEET. APPX 9' EA | | | | | | | | | |
| 32 | DDA3-0000 | | | | | | | | 128.00 | 128.00 |
| | $4.00/D | | | | | 4.00 | | | | |
| 6 | LBTS | | | | | | | 125.00 | 750.00 | 750.00 |

LABOR, TCS PER HOUR

----- Payments ------

FORCE CHARGE 9140.49 06/30/26

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

| | |
|---|---|
| RENT | 7154.00 |
| SALES | 0.00 |
| OTHER | 750.00 |
| DW/FEES | 643.86 |
| SMM TAX | 0.00 |
| SALES TAX | 592.63 |
| USE TAX | 0.00 |
| TOTAL DUE | 9140.49 |
| | 0.00 |
| AMT BILLED | 9140.49 |

WWW.A1BARRICADEANDSIGN.COM >OFFICE@A1BARRICADEANDSIGN.COM
WE ARE NOW A CERTIFIED UDBE/MINORITY OWNED COMPANY #6100
"AN EQUAL OPPORTUNITY EMPLOYER"

06/30/26 07:24:47

# A-1 BARRICADE & SIGN, INC.

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

| RENTED TO | JOB LOCATION | TICKET # |
|---|---|---|
| RUSS GRADING & EXCAVATING<br>1010 S READING ST<br>PUEBLO CO 81001 | TRAFFIC CONTROL PLAN<br>ABRIENDO & GARFIELD<br>W/B CLOSURE OF ABRIENDO<br>PUEBLO CO | Con# 138600<br><br>Loc 200 |

| DL/ID # | DOBth | MISC | PHONE | | DATE | TIME |
|---|---|---|---|---|---|---|
| CA28678 | | | W (719) 369-9781 | OUT | 05/18/26 | 12:22 PM VV |
| | | | | | 05/18/26 | 12:23 PM VV |

| ID#3 | PO/JOB # | RECEIVED BY |
|---|---|---|
| | BAILEY RUSS | |

***FINAL***



| QTY | ITEM# | MIN | HOURLY | OVNITE | 8-HOUR | DAY | WEEK | 4 WEEK | EXT AMT | NET AMT |
|---|---|---|---|---|---|---|---|---|---|---|
| 1 | TCP-REG | TRAF.CONTROL PLAN A-1 SETUP | | | | | | 185.00 | 185.00 | 185.00 |

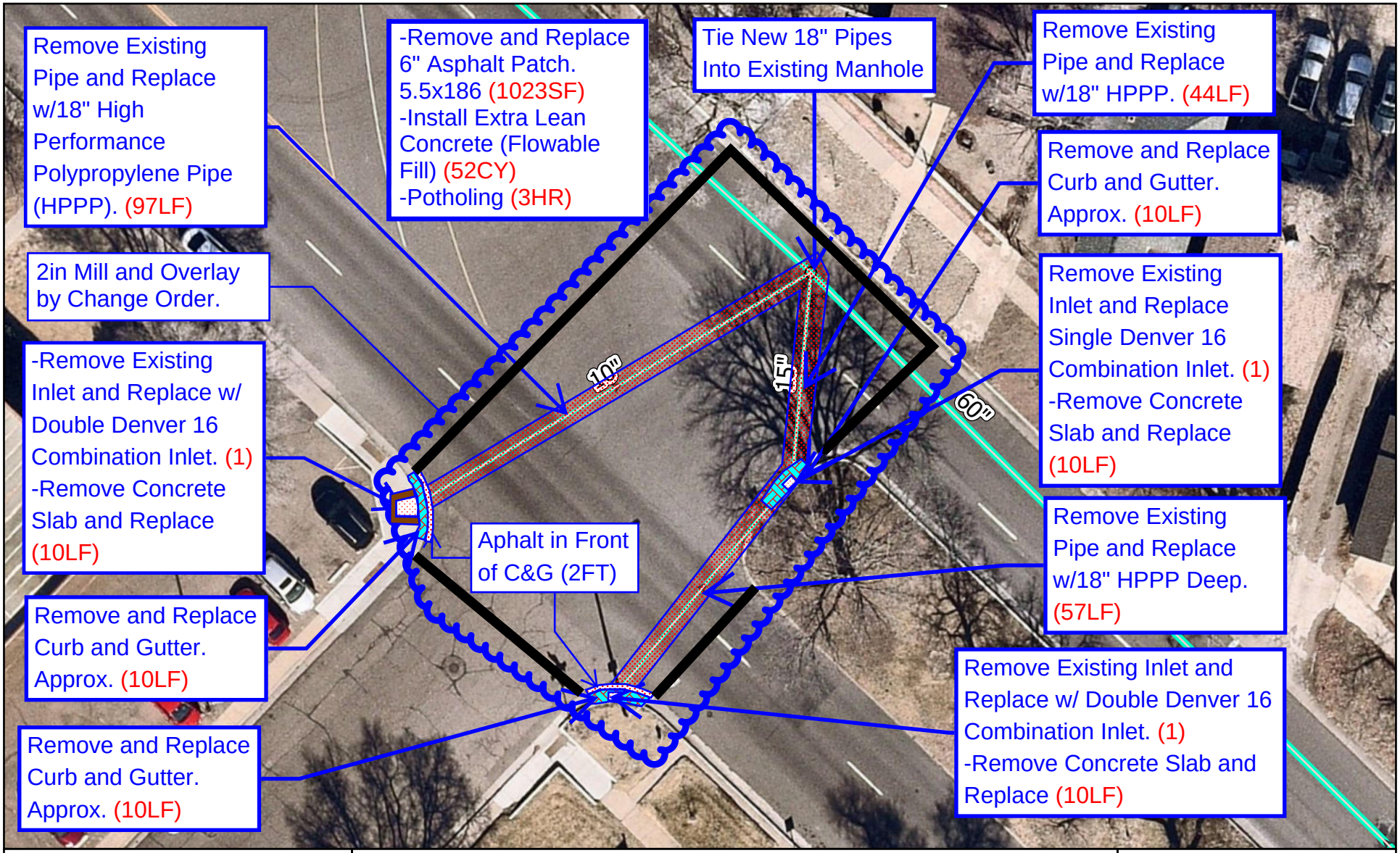
----- Payments ------
FORCE CHARGE 185.00 05/18/26

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

| | |
|---|---|
| RENT | 0.00 |
| SALES | 0.00 |
| OTHER | 185.00 |
| DW/FEES | 0.00 |
| SMM TAX | 0.00 |
| SALES TAX | 0.00 |
| USE TAX | 0.00 |
| TOTAL DUE | 185.00 |
| | 0.00 |
| AMT BILLED | 185.00 |

WWW.A1BARRICADEANDSIGN.COM >OFFICE@A1BARRICADEANDSIGN.COM
WE ARE NOW A CERTIFIED UDBE/MINORITY OWNED COMPANY #6100
"AN EQUAL OPPORTUNITY EMPLOYER"

05/18/26 12:24:00




N

0 15 30

US Feet

# Garfield and Abriendo

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

nearmap.com

CITY OF PUEBLO STORMWATER UTILITY

Docusign Envelope ID: 4812E3BA-6CFF-881C-83E7-7F90AA806F2C



**Background Paper for Proposed Resolution**

**COUNCIL MEETING DATE:** July 27, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Clyde Bishop, City Clerk

FROM: Kurt Patrick, Director of StormWater

SUBJECT: A RESOLUTION RATIFYING THE AWARD OF AN EMERGENCY CONSTRUCTION CONTRACT IN THE AMOUNT OF $108,252.60 TO RUSS GRADING AND EXCAVATING LLC, A COLORADO LIMITED LIABILITY COMPANY, FOR PROJECT NO. 25-012 (SWAN03) — FOR EMERGENCY STORM SEWER POINT REPAIR ON E. 5TH STREET AND JOPLIN AVENUE AND APPROVING A CHANGE ORDER IN THE AMOUNT OF $160,638.02 FOR ADDITIONAL WORK AND MATERIALS, AND AUTHORIZING AND APPROVING THE PURCHASING AGENT'S EXECUTION OF THE SAME

## SUMMARY:

This Resolution ratifies and approves the award of a construction contract in the amount of $108,252.60 to Russ Grading and Excavating LLC, under contract No. 25-012 for an emergency storm sewer point repair on E. 5th Street and Joplin Avenue and approves a change order in the amount of $160,638.02.

## PREVIOUS COUNCIL ACTION:

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

## BACKGROUND:

Stormwater Utility was notified of a sinkhole on E. 5th Street and Joplin Avenue. A CCTV inspection revealed that some storm pipes had significant damage where the sinkhole occurred. A visual inspection revealed that some inlets needed to be replaced as well. An emergency point repair was performed to repair the stormwater infrastructure. During construction, we identified the storm sewer downstream of this intersection was constructed with an adverse slope, sloped in the wrong direction, resulting in water ponding in the system and not draining correctly. At that time, we

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made the decision to replace that section of sewer as well, resulting in a large increase to the scope and the change order.

The contract with the unit prices for the estimated work performed by Russ Grading & Excavating LLC, can be found attached. This work was performed under the 2025-2027 Emergency Storm Sewer Point Repair Resolution #15934 through which contractors were qualified via competitive bid.

**FINANCIAL IMPLICATIONS:**

Funding in the amount of $268,890.62 will be paid from the Stormwater Utility budget — Project Account SWAN03, for Point Repairs and Pipe Cleaning.

**BOARD/COMMISSION RECOMMENDATION:**

None.

**STAKEHOLDER PROCESS:**

None.

**ALTERNATIVES:**

Not applicable.

**RECOMMENDATION:**

Approval of the Resolution.

**ATTACHMENTS:**

1. 25-012 E. 5th Street and Joplin Ave. EPR Exhibit
2. 25-012 E. 5th Street and Joplin Ave. EPR Change Order
3. 25-012 E. 5th Street and Joplin Ave. EPR Contract
4. 25-012 E. 5th Street and Joplin Ave. EPR for Traffic Control
5. 25-012 E. 5th Street and Joplin Ave. EPR Invoice

Docusign Envelope ID: 4812E3BA-6CFF-881C-83E7-7F90AA806F2C

RESOLUTION NO. 16379

A RESOLUTION RATIFYING THE AWARD OF AN EMERGENCY CONSTRUCTION CONTRACT IN THE AMOUNT OF $108,252.60 TO RUSS GRADING AND EXCAVATING LLC, A COLORADO LIMITED LIABILITY COMPANY, FOR PROJECT NO. 25-012 (SWAN03) — FOR EMERGENCY STORM SEWER POINT REPAIR ON E. 5TH STREET AND JOPLIN AVENUE AND APPROVING A CHANGE ORDER IN THE AMOUNT OF $160,638.02 FOR ADDITIONAL WORK AND MATERIALS, AND AUTHORIZING AND APPROVING THE PURCHASING AGENT'S EXECUTION OF THE SAME

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

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

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

City Council hereby ratifies and approves the contract for emergency repair of storm sewer on E. 5th Street and Joplin Avenue with Russ Grading & Excavating LLC, Project No. 25-012 (SWAN03) — awarded to said bidder in the amount of $268,890.62 which amount includes all contract change orders.

SECTION 2.

Funds for Project No. 25-012 (SWAN03) – Emergency Storm Sewer Point Repair on E. 5TH Street and Joplin Avenue shall be paid from the Stormwater Utility Fund – Project Account SWAN03, Point Repairs & Pipe Cleaning.

SECTION 3.

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

SECTION 4.

The officers and staff of the City are authorized to perform any and all acts consistent with the intent of this Resolution and the contract to implement the transactions described therein. Furthermore, all actions previously taken by officers and staff of the City consistent with the contract including any payment authorized under the contract and the contract change order in the amount of $268,890.62 are hereby ratified.

Docusign Envelope ID: 4812E3BA-6CFF-881C-83E7-7F90AA806F2C

SECTION 5.

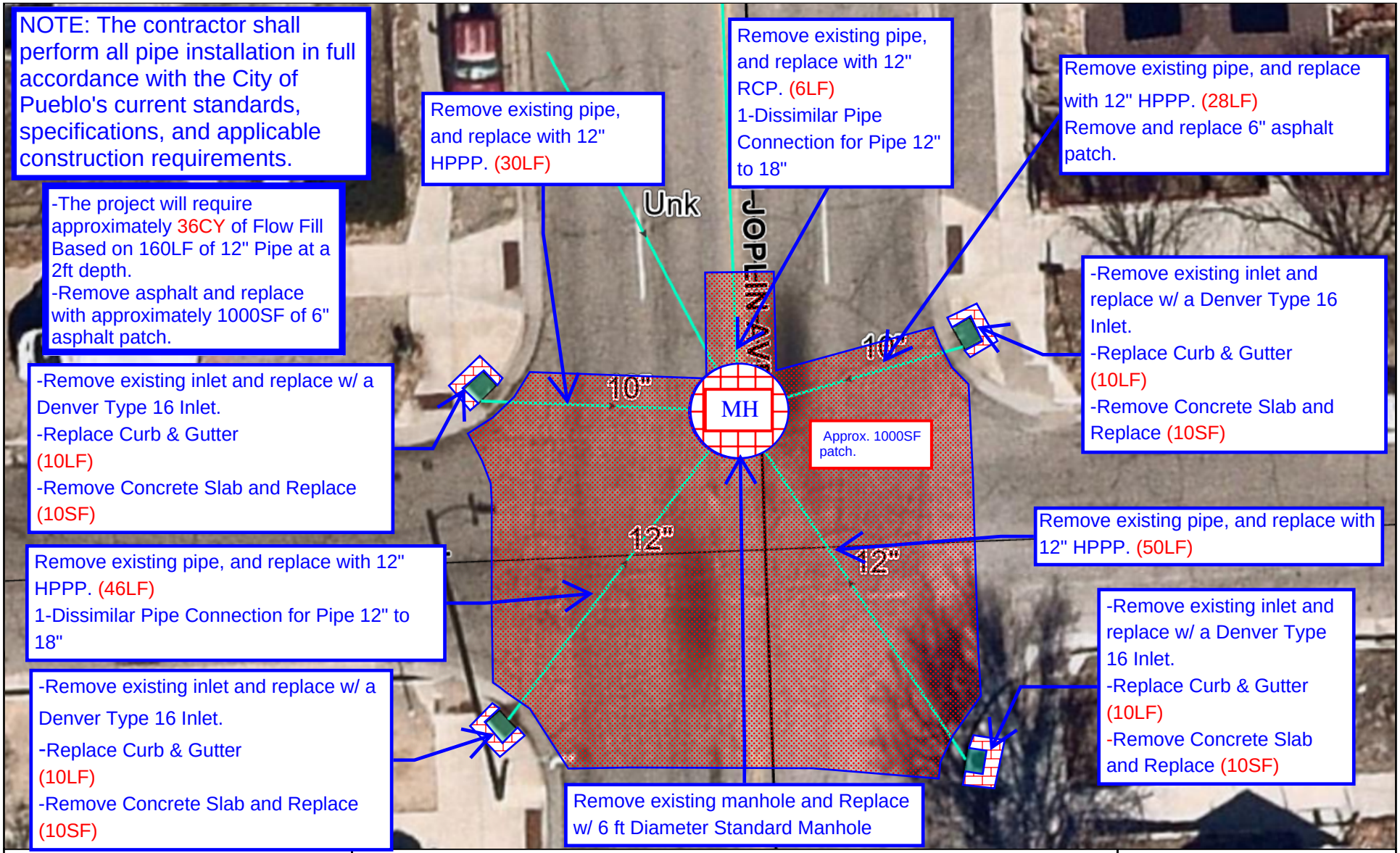
This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: July 27, 2026

BY: Ted Hernandez
MEMBER OF CITY COUNCIL

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

ATTESTED BY: DocuSigned by: Clyde Bishop F1C1AF8727B149A...
CITY CLERK




# E. 5th Street and Joplin

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

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Docusign Envelope ID: 7CB1C06D-8D14-843A-8235-1E7D85921600



City Of Pueblo

# Contract Change Order

Stormwater Utility Department

**Project Number :** 24-021R **Change Order No. :** 1 **Date:** July 13, 2026

**Project Name :** E. 5th Street and Joplin Avenue

**Contractor :** Russ Grading and Excavating, LLC

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

| Bid Item No. | Description of Changes | Decrease Contract By | Increase Contract By |
|---|---|---|---|
| Item #1 | Remove Existing Pipe and Replace w/12" High Performance Polypropylene Pipe Less than 8' Deep **(Decrease-20LF)** | $3,500.00 | |
| Item #2 | Dissimilar Pipe Connection for Pipe 12" to 18" **(Decrease-1EA)** | $1,400.00 | |
| Item #3 | Remove Existing Pipe and Replace w/18" High Performance Polypropylene Pipe Less than 8' Deep **(Increase-320LF)** | | $59,200.00 |
| Item #4 | Remove and Replace Concrete 4" **(Increase-109SF)** | | $2,725.00 |
| Item #5 | Install Extra Lean Concrete (Flowable Fill) **(Increase-77CY)** | | $17,325.00 |
| Item #6 | Remove and Replace 6" Asphalt Patch **(Increase- 4314SF)** | | $64,710.00 |
| Item #7 | Class 6 ABC **(Increase- 214.42TON)** | | $8,449.70 |
| Item #8 | Bond **(Increase- 1LS)** | | $3,149.76 |
| Item #9 | Traffic Control **(Increase- 1LS)** | | $9,978.56 |
| | **TOTAL** | $4,900.00 | $165,538.02 |

| | | |
|---|---|---|
| Net Adjustment This Change Order | $ | 160638.02 |
| Amount of Previous Change Order(s) | $ | 0.00 |
| Original Contract Amount | $ | 108252.60 |
| Total Adjusted Contract Amount To Date | $ | 268890.62 |

Reason For Change:

The change order is for additional pipe, removal and replacement of materials and unforseen miscellaneous items.

The time provided for completion of the contract is increased by two (2) days.

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

Prepared by: Signed by: Neal Newman 7AF58986E6ED454... Date: 07/14/2026

Stormwater Inspector

Reviewed by: Signed by: Jared Pena 5EA32BAC86A84E7... Date: 07/14/2026

Project Manager

Accepted by: DocuSigned by: Bailey Russ 2CFAACE262B2470... Date: 07/13/2026

Contractor's Representative

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

Approved by: DocuSigned by: Kurt Patrick 83D35AA3F8D04C7... Date: 07/14/2026

Director of Stormwater

Docusign Envelope ID: D1201E57-4899-83FA-8083-C506527D6485

**REQUEST FOR QUOTATIONS**

**Bid No:** **25-012**
**Bid Name:** **2025-2027 Emergency Storm Sewer Point Repair – E. 5th Street and Joplin Ave.**

The undersigned, having become familiar with the local conditions affecting the cost of the work, and with the contract documents, including advertisement for bids, the form of proposal, the form of contract, form of bond, special provisions of the contract, general provisions of the contract, etc., plans, drawings and specifications, issued and attached to the contract documents on file in the office of the Purchasing Agent, hereby proposes to furnish all of the labor, materials, tools, equipment, and all utility/transportation services necessary to perform and complete, in an industry acceptable and professional manner, construction of **2025-2027 Emergency Storm Sewer Point Repair – E. 5th Street and Joplin Ave.** in accordance with the plans and specifications as prepared by or for the City of Pueblo, Colorado, for the sums set forth in the following schedule:

| | 2025-2027 Emergency Storm Sewer Point Repair | | | | Russ Grading & Excavating LLC | |
|---|---|---|---|---|---|---|
| 1 | Remove Existing Pipe and Replace w/12" High Performance Polypropylene Pipe Less than 8' Deep | >100 | LF | 160 | $175.00 | $28,000.00 |
| 2 | Remove and Replace 4" Non-Reinforced Concrete Slab | 21-100 | SF | 40 | $25.00 | $1,000.00 |
| 3 | Remove and Replace Curb and Gutter | 21-100 | LF | 40 | $75.00 | $3,000.00 |
| 4 | Install Extra Lean Concrete (Flowable Fill) | 21-100 | CY | 36 | $225.00 | $8,100.00 |
| 5 | Dissimilar Pipe Connection for Pipe 12" to 18" | 1 | EA | 2 | $1,400.00 | $2,800.00 |
| 6 | Remove and Replace 6 ft Dia. Standard | 1 | EA | 1 | $8,000.00 | $8,000.00 |
| 7 | Remove and Replace Single Denver 16 | 1 | EA | 4 | $8,500.00 | $34,000.00 |
| 8 | Mobilization | 1 | LS | 1 | $4,000.00 | $4,000.00 |
| 9 | Remove and Replace 6" Asphalt Patch | 1 | SF | 1000 | $15.00 | $15,000.00 |
| 10 | Rock Sock | 1 | LF | 4 | $20.00 | $80.00 |
| 11 | Inlet Protection | 1 | EA | 4 | $350.00 | $1,400.00 |
| 12 | Stockpile Management | 1 | EA | 1 | $500.00 | $500.00 |
| 14 | Concrete Washout Area | 1 | EA | 1 | $250.00 | $250.00 |
| | **Total** | | | | | **$106,130.00** |
| | | | | | | |
| | | | | | | |

| | | | Russ Grading & Excavating LLC |
|---|---|---|---|
| 14 | Percentage Rate - Performance and Payment Bonds | Percentage | 2.% |
| | | | |
| | **Total** | | **$2,122.60** |
| | **Grand Total with Bond Percentage Amount** | | **N/A** **$108,252.60** |

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

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

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

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

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

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

Business Name: Russ Grading & Excavating, LLC

Business Address: 1010 S. Reading Ave.

Pueblo, CO 81001

Signature: DocuSigned by: Bailey Russ 2CFAACE282B2470... Date: 05/21/2026

Printed Name and Title: Bailey Russ, Managing Member

Docusign Envelope ID: D1201E57-4899-83FA-8083-C506527D6485

**CONTRACT AGREEMENT**

THIS AGREEMENT made and entered into this 18th day of May, 2026, by and between the City of Pueblo, a Colorado Municipal Corporation, hereinafter referred to in the Contract Documents as the "City", and Russ Grading & Excavating, LLC, a Colorado Limited Liability Company, hereinafter referred to in the Contract Documents as "Contractor".

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

**Bid No:** **25-012**
**Bid Name:** **2025-2027 Emergency Storm Sewer Point Repair – E. 5th Street and Joplin Avenue**

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

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

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

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

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

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

   Contract (This Instrument)
   Performance Bond
   Payment Bond
   Notice to Proceed
   Notice of Award
   Contractor's Proposal
   Addendum No. 1
   Invitation For Bids, including expressly and without limitation, SPECIAL PROVISIONS, LABOR PROVISIONS AND GENERAL PROVISIONS.

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

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

Docusign Envelope ID: D1201E57-4899-83FA-8083-C506527D6485



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

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

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

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

**RUSS GRADING & EXCAVATING, LLC**

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

Title Managing Member

**CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION**

Signed by:
By Teresa May Burns
D2C4F0813063... Teresa May Burns, Director of Purchasing

ATTEST:

DocuSigned by:
Clyde Bishop
F1C1AF8727B149A... Clyde Bishop, City Clerk

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

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

APPROVED AS TO FORM DEPARTMENT OF LAW:

DocuSigned by:
Robert Jagger
5024[illegible]... Robert T. Jagger, Deputy City Attorney

Docusign Envelope ID: D1201E57-4899-83FA-8083-C506527D6485

**PAYMENT BOND**

906229448

Bond Number _____

KNOW ALL MEN BY THESE PRESENTS:

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

The Ohio Casualty Insurance Company

Surety

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

One hundred and six thousand one hundred and thirty dollars and 00/100----------($106,130.00)

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

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the City, dated the 18th day of May, 2026, a copy of which is hereto attached and made a part hereof for the construction of:

**Bid No.:** **25-012**
**Bid Name:** **2025-2027 Emergency Storm Sewer Point Repair – E. 5th Street and Joplin Ave.**

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

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

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

(Signature Page Follows)

Docusign Envelope ID: D1201E57-4899-83FA-8083-C506527D6485



**IN WITNESS WHEREOF,** this instrument is executed on the 18th day of May, 2026.

**ATTEST:**

By _____
Principal Secretary

**RUSS GRADING & EXCAVATING, LLC**

By _____
Bailey Russ

Title Managing Member

(SEAL)

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

By _____
(Witness as to Principal)

_____
(Address)

The Ohio Casualty Insurance Company
Surety

**ATTEST:**
Gregory W. Miller
By _____
(Surety) Attorney-In-Fact

Gregory W. Miller
By _____
Attorney-In-Fact
PO Box 370115; Denver, CO 80237
(Address)

(SEAL)

Deborah M. Miller
By _____
(Witness as to Surety)
5140 Le Duc Ct; Castle Rock, CO 80108
(Address)

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

Docusign Envelope ID: D1201E57-4899-83FA-8083-C506527D6485

**PERFORMANCE BOND**

Bond Number 906229448

KNOW ALL MEN BY THESE PRESENTS:

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

The Ohio Casualty Insurance Company

Surety

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

One hundred and six thousand one hundred and thirty dollars and 00/100----------($106,130.00)

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

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the City, dated the 18th day of May, 2026, a copy of which is hereto attached and made a part hereof for the construction of:

**Bid No.:** **25-012**
**Bid Name:** **2025-2027 Emergency Storm Sewer Point Repair – E. 5th Street and Joplin Ave.**

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

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

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

(Signature Page Follows)

Docusign Envelope ID: D1201E57-4899-83FA-8083-C506527D6485



IN WITNESS WHEREOF, this instrument is executed on the 18th day of May, 2026.

**RUSS GRADING & EXCAVATING, LLC**

**ATTEST:**

By _____
Principal Secretary

By _____
Bailey Russ

Title Managing Member

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

(SEAL)

By _____
(Witness as to Principal)

_____
(Address)

The Ohio Casualty Insurance Company
Surety

**ATTEST:**
Gregory W. Miller
By _____
(Surety) Attorney-In-Fact

Gregory W. Miller
By _____
Attorney-In-Fact

PO Box 370115; Denver, CO 80237
(Address)

(SEAL)

Deborah M. Miller
By _____
(Witness as to Surety)

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

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

Docusign Envelope ID: D1201E57-4899-83FA-8083-C506527D6485

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

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

Certificate No: **8204417-984513**

# POWER OF ATTORNEY

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

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

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

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

By: _____
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

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

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

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

By: _____
Teresa Pastella, Notary Public

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

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

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

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

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

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

**IN TESTIMONY WHEREOF,** I have hereunto set my hand and affixed the seals of said Companies this 20th day of May, 2026.

By: _____
Renee C. Llewellyn, Assistant Secretary

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

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

Docusign Envelope ID: D1201E57-4899-83FA-8083-C506527D6485

**NOTICE TO PROCEED**

Date: 5/22/26

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

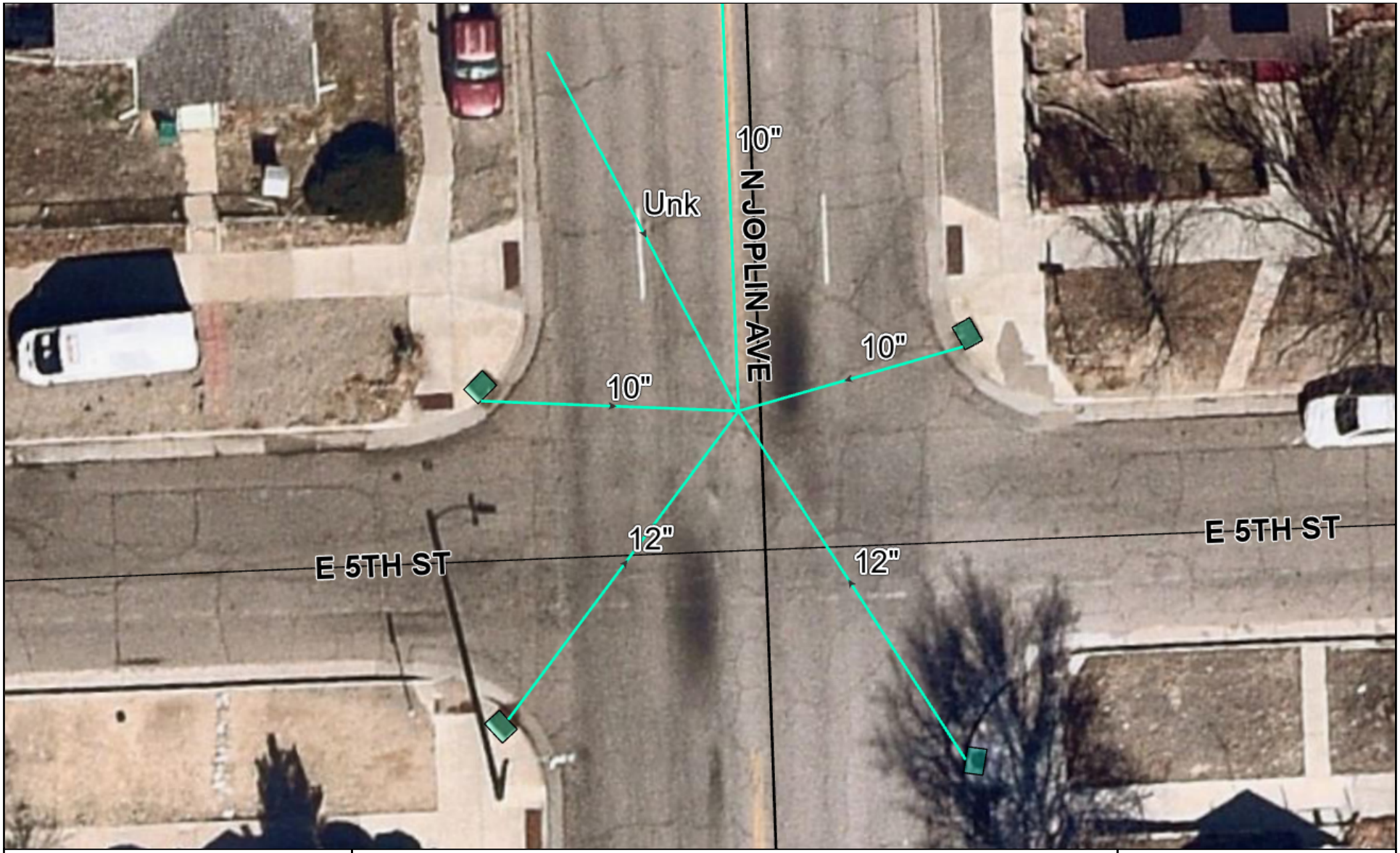
Ref: Bid No: 25-012
Bid Name: 2025-2027 Emergency Storm Sewer Point Repair – E. 5th Street and Joplin Ave.

You are hereby authorized to proceed on 5/22/26, or within three (3) consecutive calendar days thereafter with construction of the above referenced project as set forth in the Contract Documents.

You have fourteen (14) consecutive calendar days to complete this project. If at that time the project is not complete, you may request additional time via an RFI. Your request will be subject to the discretion of the project engineer. If the project engineer deems your request as appropriate you will be issued an amendment granting the specified additional days.

Sincerely,

DocuSigned by:
Kurt Patrick
83D35AA3F8D04C7...
Kurt Patrick
Director of Stormwater




N

0 5 10 20

US Feet

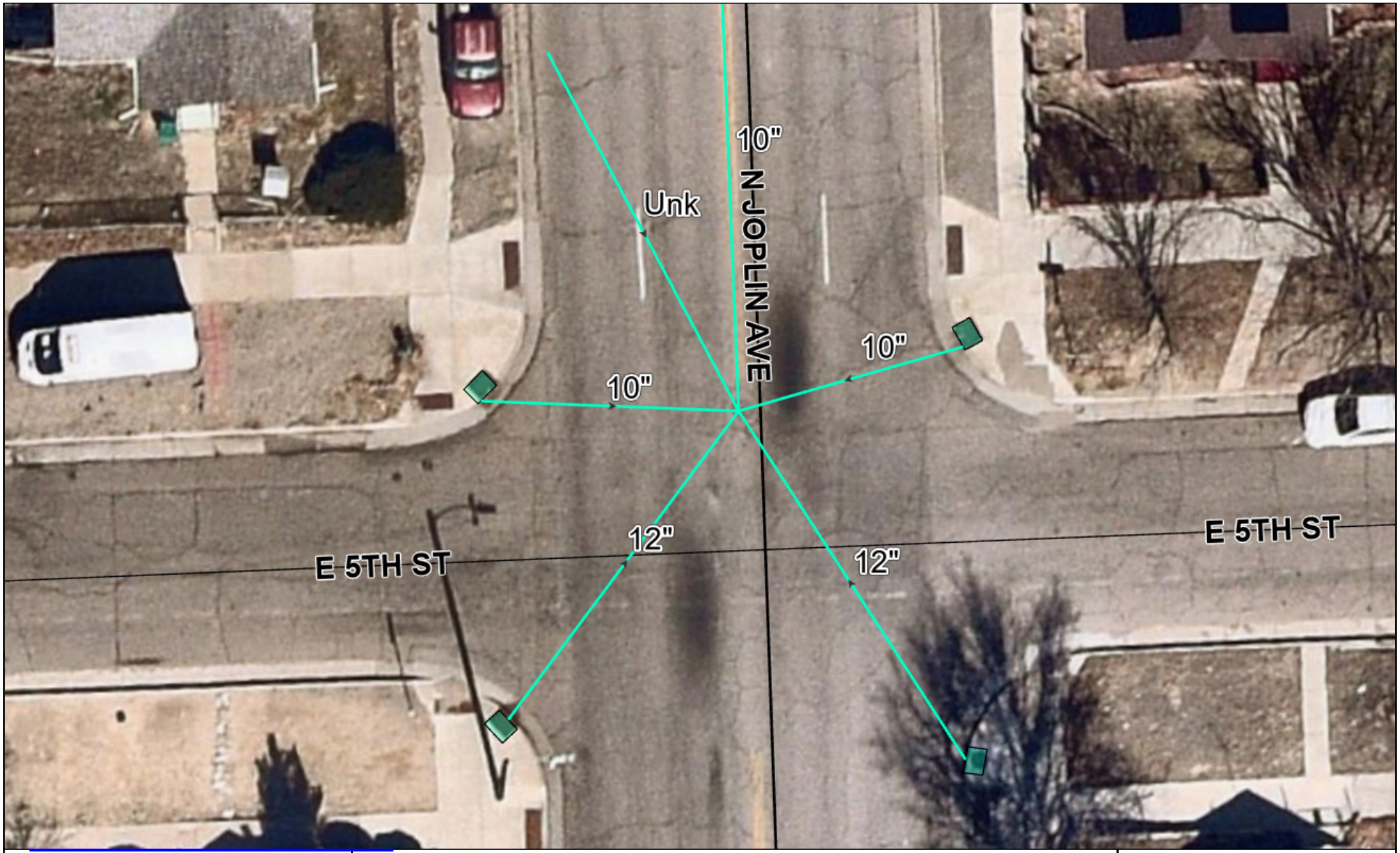
# E. 5th Street and Joplin

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

nearmap.com

CITY OF PUEBLO STORMWATER UTILITY

Docusign Envelope ID: D1201E57-4899-83FA-8083-C506527D6485




N

0 5 10

US Feet

# E. 5th Street and Joplin

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

nearmap.com

CITY OF PUEBLO STORMWATER UTILITY

# A-1 BARRICADE & SIGN, INC.

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

1025

| RENTED TO | JOB LOCATION | TICKET # |
|---|---|---|
| RUSS GRADING & EXCAVATING<br>1010 S READING ST<br>PUEBLO CO 81001 | STORM SEWER REPAIR<br>5TH ST & JOPLIN AVE<br>PUEBLO CO | Con# 138690<br>Loc 200 |

| DL/ID # | DOBth | MISC | PHONE | | DATE | TIME |
|---|---|---|---|---|---|---|
| CA28678 | | | W (719) 369-9781 | OUT | 06/01/26 | 7:00 AM CT |
| ID#3 | PO/JOB # | RECEIVED BY | | | | |
| | STORM SEWER REPAIR | | | RETURNED | 06/12/26 | 10:00 AM CT |

***FINAL*** Charge for 1.00 Day(s) 

| QTY | ITEM# | MIN | HOURLY | OVNITE | 8-HOUR | DAY | WEEK | 4 WEEK | EXT AMT | NET AMT |
|---|---|---|---|---|---|---|---|---|---|---|
| 96 | DRW3-0000 | | | | | 4.00 | | | 384.00 | 384.00 |
| | $4.00/D | | | | | | | | | |
| 36 | DDA3-0000 | | | | | 4.00 | | | 144.00 | 144.00 |
| | $4.00/D | | | | | | | | | |
| 56 | DSC3-0000 | | | | | 4.00 | | | 224.00 | 224.00 |
| | $4.00/D | | | | | | | | | |
| 432 | BADN-0000 | | | | | 3.00 | | | 1296.00 | 1296.00 |
| | $3.00/D | | | | | | | | | |
| 56 | DGDT-0000 | | | | | 9.00 | | | 504.00 | 504.00 |
| | $9.00/D | | | | | | | | | |
| 12 | 24DN-0000 | | | | | 3.00 | | | 36.00 | 36.00 |
| | $3.00/D | | | | | | | | | |
| 228 | BATM-0000 | | | | | 3.00 | | | 684.00 | 684.00 |
| | $3.00/D | | | | | | | | | |
| 72 | BAVN-0000 | | | | | 3.00 | | | 216.00 | 216.00 |
| | $3.00/D | | | | | | | | | |
| 24 | DRL3-0000 | | | | | 4.00 | | | 96.00 | 96.00 |
| | $4.00/D | | | | | | | | | |

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

5270

| | |
|---|---|
| RENT | 5408.00 |
| SALES | 0.00 |
| OTHER | 425.00 |
| DW/FEES | 486.72 |
| SMM TAX | 0.00 |
| SALES TAX | 448.00 |
| USE TAX | 0.00 |
| TOTAL DUE | 6767.72 |
| | 0.00 |
| AMT BILLED | 6767.72 |

amt 6/22
pvt 6/30
est 7/7

# A-1 BARRICADE & SIGN, INC.

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

1025

| RENTED TO | JOB LOCATION | TICKET # |
|---|---|---|
| RUSS GRADING & EXCAVATING<br>1010 S READING ST<br>PUEBLO CO 81001 | STORM SEWER REPAIR<br>5TH ST & JOPLIN AVE<br>PUEBLO CO | Con# 138631<br>Loc 200 |

| DL/ID # | DOBth | MISC | PHONE | | DATE | TIME |
|---|---|---|---|---|---|---|
| CA28678 | | | W (719) 369-9781 | OUT | 05/26/26 | 7:00 AM CT |
| ID#3 | PO/JOB # | RECEIVED BY | | | | |
| | STORM SEWER REPAIR | | | RETURNED | 05/31/26 | 5:00 PM CT |

***FINAL*** Charge for 1.00 Day(s) 

| QTY | ITEM# | | MIN | HOURLY | OVNITE | 8-HOUR | DAY | WEEK | 4 WEEK | EXT AMT | NET AMT |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 48 | DRW3-0000 | SIGN,36"ROAD WORK AH(DG) | | | | | 4.00 | | | 192.00 | 192.00 |
| | $4.00/D | | | | | | | | | | |
| 18 | DDA3-0000 | SIGN,36"DETOUR AHEAD(DG) | | | | | 4.00 | | | 72.00 | 72.00 |
| | $4.00/D | | | | | | | | | | |
| 24 | DSC3-0000 | SIGN,36"STREET CL.AH(DG) | | | | | 4.00 | | | 96.00 | 96.00 |
| | $4.00/D | | | | | | | | | | |
| 192 | BADN-0000 | DRUM CHANNEL DEVICE N/L | | | | | 3.00 | | | 576.00 | 576.00 |
| | $3.00/D | | | | | | | | | | |
| 24 | DGDT-0000 | BARR.T-3 RC/RCTT(DG) DET | | | | | 9.00 | | | 216.00 | 216.00 |
| | $9.00/D | | | | | | | | | | |
| 6 | 24DN-0000 | SIGN,30"DO NOT ENTER SS | | | | | 3.00 | | | 18.00 | 18.00 |
| | $3.00/D | | | | | | | | | | |
| 120 | BATM-0000 | BARR.TUBULAR MARKERS 42" | | | | | 3.00 | | | 360.00 | 360.00 |
| | $3.00/D | | | | | | | | | | |
| 36 | BAVN-0000 | BARR.VERT.PANEL W/NL | | | | | 3.00 | | | 108.00 | 108.00 |
| | $3.00/D | | | | | | | | | | |
| 12 | DRL3-0000 | SIGN,36"RT/LT LN CL AH(DG) | | | | | 4.00 | | | 48.00 | 48.00 |
| | $4.00/D | | | | | | | | | | |

PAID

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

5270

ent 6/4
pd 6/19
set 6/16

| | |
|---|---|
| RENT | 1734.00 |
| SALES | 0.00 |
| OTHER | 85.00 |
| DW/FEES | 156.06 |
| SMM TAX | 0.00 |
| SALES TAX | 143.64 |
| USE TAX | 0.00 |
| TOTAL DUE | 2118.70 |
| | 0.00 |
| AMT BILLED | 2118.70 |

WWW.A1BARRICADEANDSIGN.COM >OFFICE@A1BARRICADEANDSIGN.COM
WE ARE NOW A CERTIFIED UDBE/MINORITY OWNED COMPANY #6100
"AN EQUAL OPPORTUNITY EMPLOYER"

05/29/26 07:51:13

# A-1 BARRICADE & SIGN, INC.

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

1025

| RENTED TO | JOB LOCATION | TICKET # |
|---|---|---|
| RUSS GRADING & EXCAVATING<br>1010 S READING ST<br>PUEBLO CO 81001 | TRAFFIC CONTROL PLAN<br>E 5TH ST & JOPLIN AVE<br>ROAD CLOSURE<br>PUEBLO CO | Con# 138599<br>Loc 200 |

| DL/ID # | DOBth | MISC | PHONE | | DATE | TIME |
|---|---|---|---|---|---|---|
| CA28678 | | | W (719) 369-9781 | OUT | 05/18/26 | 11:39 AM VV |
| | | | | | 05/18/26 | 11:40 AM VV |

| ID#3 | PO/JOB # | RECEIVED BY |
|---|---|---|
| | BAILEY RUSS | |



***FINAL***

| QTY | ITEM# | MIN | HOURLY | OVNITE | 8-HOUR | DAY | WEEK | 4 WEEK | EXT AMT | NET AMT |
|---|---|---|---|---|---|---|---|---|---|---|
| 1 | TCP-REG | TRAF.CONTROL PLAN A-1 SETUP | | | | | | 185.00 | 185.00 | 185.00 |

----- Payments ------
FORCE CHARGE 185.00 05/18/26

5270

ent/6/11
pay 6/10
set 6/17

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

| | |
|---|---|
| RENT | 0.00 |
| SALES | 0.00 |
| OTHER | 185.00 |
| DW/FEES | 0.00 |
| SMM TAX | 0.00 |
| SALES TAX | 0.00 |
| USE TAX | 0.00 |
| TOTAL DUE | 185.00 |
| | 0.00 |
| AMT BILLED | 185.00 |

# INVOICE

**Russ Grading & Excavating**
1696 42nd Ln
Avondale, CO 81022-9715

office.rgx@gmail.com
+1 (719) 696-2532

## City of Pueblo:1025

**Bill to**
City of Pueblo
PO Box 1427
Pueblo, CO 81002

**Invoice details**
Invoice no.: 437
Terms: Net 30
Invoice date: 06/29/2026
Due date: 07/29/2026

| # | Product or service | Description | Qty | Rate | Amount |
|---|---|---|---|---|---|
| 1. | | 5TH & JOPLIN EPR | | | |
| 2. | **Storm Sewer Services** | R&R 12" HP <8' DEEP | 160 | $175.00 | $28,000.00 |
| 3. | **Storm Sewer Services** | R&R 4" CONCRETE | 40 | $25.00 | $1,000.00 |
| 4. | **Storm Sewer Services** | R&R CURB & GUTTER | 40 | $75.00 | $3,000.00 |
| 5. | **Storm Sewer Services** | FLOWFILL | 36 | $225.00 | $8,100.00 |
| 6. | **Storm Sewer Services** | DISSIMILAR CONNECT 12-18" | 2 | $1,400.00 | $2,800.00 |
| 7. | **Storm Sewer Services** | R&R 6 FT MANHOLE | 1 | $8,000.00 | $8,000.00 |
| 8. | **Storm Sewer Services** | R&R SINGLE TYPE 16 INLET | 4 | $8,500.00 | $34,000.00 |
| 9. | **Storm Sewer Services** | MOBILIZATION | 1 | $4,000.00 | $4,000.00 |
| 10. | **Storm Sewer Services** | R&R 6" ASPHALT | 1000 | $15.00 | $15,000.00 |
| 11. | **Storm Sewer Services** | ROCK SOCK | 4 | $20.00 | $80.00 |
| 12. | **Storm Sewer Services** | INLET PROTECTION | 4 | $350.00 | $1,400.00 |
| 13. | **Storm Sewer Services** | STOCKPILE MANAGEMENT | 1 | $500.00 | $500.00 |
| 14. | **Storm Sewer Services** | CONCRETE WASHOUT | 1 | $250.00 | $250.00 |

| | | | | | |
|---|---|---|---|---|---|
| 15. | **Storm Sewer Services** | BONDS | 1 | $2,122.60 | $2,122.60 |
| 16. | **Storm Sewer Services** | TRAFFIC CONTROL + 10% 9071.42 | 1 | $9,978.56 | $9,978.56 |
| 17. | | CONTRACT DECREASES | | | |
| 18. | **Storm Sewer Services** | 12" HP <8' DEEP | 20 | –$175.00 | –$3,500.00 |
| 19. | **Storm Sewer Services** | DISSIMILAR CONNECT 12-18" | 1 | –$1,400.00 | –$1,400.00 |
| 20. | | CONTRACT INCREASES | | | |
| 21. | **Storm Sewer Services** | 18" HP PIPE <8'DEEP | 320 | $185.00 | $59,200.00 |
| 22. | **Storm Sewer Services** | R&R 4" CONCRETE | 109 | $25.00 | $2,725.00 |
| 23. | **Storm Sewer Services** | FLOWFILL | 77 | $225.00 | $17,325.00 |
| 24. | **Storm Sewer Services** | 6" ASPHALT | 4314 | $15.00 | $64,710.00 |
| 25. | **Storm Sewer Services** | CLASS 6 ABC | 241.42 | $35.00 | $8,449.70 |
| 26. | **Storm Sewer Services** | BONDS 2% ($157,488.26) | 1 | $3,149.76 | $3,149.76 |

**Total** **$268,890.62**

## Ways to pay

BANK

View and pay

Docusign Envelope ID: 4812E3BA-6CFF-881C-83E7-7F90AA806F2C

**City Clerk's Office Item # M3**

**Background Paper for Proposed Resolution**

**COUNCIL MEETING DATE:** July 27, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Clyde Bishop, City Clerk

FROM: Andra Ahrens, Director Wastewater

SUBJECT: A RESOLUTION APPROVING CONTRACT AMENDMENT NO. 1 IN THE AMOUNT OF $74,072.83 TO COLORADO FRONT RANGE ROOFING., FOR PROJECT NO. 25-112 (WWAN04) FY2026 REPLACEMENT OF VARIOUS ROOFS, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

## SUMMARY:

This Resolution approves Contract Amendment No. 1 in the amount $74,072.83 to Colorado Front Range Roofing., for Project No. 25-112 (WWAN04) FY2026 Replacement of Various Roofs.

## PREVIOUS COUNCIL ACTION:

Resolution 16271, dated March 9, 2026, awarded a construction contract to Colorado Front Range Roofing for Project No. 25-112 (WWAN04), FY2026 Replacement of Various Roofs at the James R. DiIorio Water Reclamation Facility (WRF). The project will replace the damaged roofs at five buildings around the plant.

## BACKGROUND:

The original project, awarded to Colorado Front Range Roofing, consisted of rehabilitating and replacing the roofing. The WRF has five buildings, which are the Administration, Shop, Secondary Clarifier, Non-Potable Water, and the Dissolved Air Filtration Building that need to have their roofs replaced. In this project the contractor will pull and replace all layers of roofing and bring the roof insulation up to code. The contractor will have to remove all air conditioner units and build up the curbs to allow for the proper spacing from the roof to the unit. The contractor will have to remove and replace all the skylights that are damaged and raise them up to accommodate the new roof.

This Resolution approves an amendment to increase the contract award amount awarded to Colorado Front Range Roofing. The increase is to install a new roof on the Engineering Building at James R. DiIorio plant. The roof has multiple patches and has

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been leaking.

**FINANCIAL IMPLICATIONS:**

Funding the amount of $74,072.83 will be paid from Sewer User Fund WWAN04- WRF Facility Rehab .

**BOARD/COMMISSION RECOMMENDATION:**

None

**STAKEHOLDER PROCESS:**

None

**ALTERNATIVES:**

Denial of this Resolution would cancel the additional work necessary to complete the project.

**RECOMMENDATION:**

Approval of the Resolution.

**ATTACHMENTS:**

1. 07-27-26 CO Front Range Roofing Amendment for Engineering Bldg Roof
2. 07-27-26 25-112 Amendment No 1 - Add Engineering Building

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RESOLUTION NO. 16380

A RESOLUTION APPROVING CONTRACT AMENDMENT NO. 1 IN THE AMOUNT OF $74,072.83 TO COLORADO FRONT RANGE ROOFING., FOR PROJECT NO. 25-112 (WWAN04) FY2026 REPLACEMENT OF VARIOUS ROOFS, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

WHEREAS, a Construction Contract was awarded to Colorado Front Range Roofing under Contract Number 25-112; and

WHEREAS, a contract amendment is requested for the purpose of replacing the Engineering Building roof; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Contract Amendment No. 1 to the Construction Contract for Project No. 25-112 (WWAN04) 2026 Replacement of Various Roofs at the James R. DiIorio Water Reclamation Facility, in the amount of $74,072.83, a copy of which is attached hereto, having been approved as to form by the City Attorney, is hereby approved, and City Council authorizes the additional work contemplated by the Amendment.

SECTION 2.

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

SECTION 3.

Funds in the amount of $74,072.83 Project 25-112 shall be from Sewer User Fund WWAN04 – WRF Facility Rehab.

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.

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SECTION 5.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: July 27, 2026

BY: Ted Hernandez
MEMBER OF CITY COUNCIL

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

ATTESTED BY: DocuSigned by: Clyde Bishop F1C1AE977ZB149A...
CITY CLERK

# PROPOSAL

# Colorado Front Range Roofing

4289 N Elizabeth
Pueblo CO. 81008
**(719) 542-2330**

| | | |
|---|---|---|
| City Of Pueblo | Email | 1300 S Queens |
| | Pueblo, CO. | Pueblo, CO. |
| Salesman | 81003 | 81001 |
| AJ | 6/2/2026 | (719)214-2892 |
| | rmaddaford@pueblo.us | |

Royal Electric to raise gas line and 2 RTU's

Tear off and remove all tar and gravel down to concrete deck, primer with asphalt primer all deck and parapet walls, Hot mop 5.5" poly ISO 4x4 sheets, mop taper board at drains for sumps mop crickets, mop 1/2" fiber board, mop 2 ply smooth, mop granulated cap sheet and wall flashings, three course flashing laps, flood tar and gravel over entire field surface. Install termination bar and counter flashings with sealants.

Price includes dump labor materials a 2 yr workmanship warranty and a manufactures warranty

Engineering building

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance. This contract constitutes the entire understanding of the parties and no other understanding, collateral or otherwise, shall be binding unless in writing and signed by both parties.

**WE PROPOSE** hereby to furnish material and labor complete in accordance with the above specifications, for the sum of:

**$71,572.83**

Payment to be made as follows:

***100% DUE UPON COMPLETION AND RECEIPT OF INVOICE***

**ACCEPTANCE OF PROPOSAL**

The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will by made as outlined above with no more than 10% HELD AS RETAINAGE for unresolved items. In the event Owner fails to pay the contract price as stated above, Owner agrees to pay Contactor interest at the rate of 1-3/4% per month on the unpaid balance which is an ANNUAL PERCENTAGE RATE of 21% per annum, and if it becomes necessary for the Contractor to retain an attorney to enforce this agreement Owner agrees to pay reasonable attorney fees. In addition, under the laws of the State of Colorado, Owner understands that Contractor has the right to file a claim and foreclose a Mechanic's, Labor and Materialmen's lien against my real property upon which the materials and labor are furnished, and for which payment is not received. In agreement, if payment is not received. In agreement, if this contract is cancelled, 15% of the total contract will be due upon cancellation.

| | | |
|---|---|---|
| SIGNATURE | REPRESENTATIVE/ ESTIMATOR | |
| | ***AJ*** | |
| SIGNATURE | CELL # | |
| | | |
| DATE OF ACCEPTANCE: | EMAIL | days |
| | coloradofrroofing@gmail.com | |

# AMENDMENT NO. 1 TO CONSTRUCTION CONTRACT

## 1. INTRODUCTION

This Amendment No. 1 to a construction contract ("Amendment") is executed to be effective as of the _____ day of _____, 2026, by and between the City of Pueblo, a Colorado Municipal Corporation ("City") and Pashco Roofing, Inc. dba Colorado Front Range Roofing, a Colorado Corporation ("Contractor").

## 2. PROJECT STATEMENT

WHEREAS, City and Contractor entered into that certain construction contract dated March 23, 2026 for Project 25-112 (WWAN04) Replacement of Various Roofs at Wastewater Reclamation Facility, 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 conditions.

## 3. AGREEMENT

A. The Request for Quotation for additional work attached hereto, and labelled Exhibit 1, is hereby accepted and approved. The Construction Agreement is amended to incorporate all additional work to be performed as contemplated by and at the prices set forth in the Request for Quotation. Contractor shall perform all such work subject to and consistent with all requirements and provisions of the Construction Agreement. Contractor shall perform all acts necessary or required as a result of this Amendment, including, but not limited to, furnishing Performance and Payment Bonds in compliance with Section 5.20 of the Invitation for Bid. The Performance and Payment Bonds shall be in the total amount of $521,572.83, which amount includes the original contract amount of $450,000.00 and the additional contract amount of $74,072.83 contemplated by the additional work to be performed under this Amendment. The time for completion of all work under the Construction Agreement including the additional work to be performed under this Amendment shall not be increased.

B. 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.

C. 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: (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.

## 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_____
Teresa May Burns, Director of Purchasing

Attest_____
Clyde Bishop, 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

PASHCO ROOFING INC DBA
COLORADO FRONT RANGE ROOFING

By_____
James Sprague, President

Attachments: Exhibit 1 Request for Quotations and Additional Information for Amendment

# EXHIBIT 1

**REQUEST FOR QUOTATIONS**

**Project 25-112 (WWAN04) Replacement of Various Roofs at Wastewater Reclamation Facility**

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

| Additional Work Items | Quantity | Grand Total for Additional Work |
|---|---|---|
| Roof Replacement for Engineering Building<br>• Subcontract to Royal Electric to raise gas line and 2 RTUs<br>• Tear off and remove all tar and gravel down to concrete deck, primer with asphalt primer all deck and parapet walls, hot mop 5.5" poly ISO 4x4 sheets, mop taper board at drains for sumps, mop crickets, mop ½" fiver board, mop 2 ply smooth, mop granulated cap sheet and wall flashings, three course flashing laps, flood tar and gravel over entire field surface.<br>• Install termination bar and counter flashings with sealants.<br>• Includes dumping/disposal, labor, materials<br>• Included 2 year workmanship warranty and manufacturer's warranty<br>• Payment and Performance Bond Riders (included for $2500.00)<br>• Time to complete additional work: 30 calendar days | Lump Sum | $74,072.83 |

(Seventy Four Thousand Seventy Two Dollars and 83/100----------($74,072.83)

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

**PASHCO ROOFING INC DBA COLORADO FRONT RANGE ROOFING**

By: _____

James Sprague, President

# Additional Information for Amendment
# Items to be added prior to signature

Performance and Payment Bonds

Insurance Certificate(s)

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**Background Paper for Proposed Resolution**

**COUNCIL MEETING DATE:** July 27, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Clyde Bishop, City Clerk

FROM: Kurt Patrick, Director of StormWater

SUBJECT: A RESOLUTION RATIFYING THE AWARD OF AN EMERGENCY CONSTRUCTION CONTRACT IN THE AMOUNT OF $42,759.00 TO RUSS GRADING AND EXCAVATING LLC, A COLORADO LIMITED LIABILITY COMPANY, FOR PROJECT NO. 25-012 (SWAN03) — FOR EMERGENCY STORM SEWER POINT REPAIR ON E. 13TH STREET AND READING AVENUE AND APPROVING A CHANGE ORDER IN THE AMOUNT OF $33,502.57 FOR ADDITIONAL WORK AND MATERIALS, AND AUTHORIZING AND APPROVING THE PURCHASING AGENT'S EXECUTION OF THE SAME

## SUMMARY:

This Resolution ratifies and approves the award of a construction contract in the amount of $42,759.00 to Russ Grading and Excavating LLC, under contract No. 25-012 for an emergency storm sewer point repair on E. 13th Street and Reading Avenue and approves a change order in the amount of $33,502.57.

## PREVIOUS COUNCIL ACTION:

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

## BACKGROUND:

Stormwater Utility was notified of a sinkhole on E. 13th Street and Reading Avenue. A CCTV inspection revealed that the storm sewer had significant damage where the sinkhole occurred. A visual inspection of the adjacent system revealed that two of the existing inlets were brick and past their useful life and were also in need of replacement. An emergency point repair was performed to repair the stormwater infrastructure.

The contract with the unit prices for the estimated work performed by Russ Grading &

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Excavating LLC, can be found attached. This work was performed under the 2025-2027 Emergency Storm Sewer Point Repair Resolution #15934 through which contractors were qualified via competitive bid.

**FINANCIAL IMPLICATIONS:**

Funding in the amount of $76,261.57 will be paid from the Stormwater Utility budget — Project Account SWAN03, for Point Repairs and Pipe Cleaning.

**BOARD/COMMISSION RECOMMENDATION:**

None.

**STAKEHOLDER PROCESS:**

None.

**ALTERNATIVES:**

Not applicable.

**RECOMMENDATION:**

Approval of the Resolution.

**ATTACHMENTS:**

1. 25-012 E. 13th Street and Reading Ave. Exhibit
2. 25-012 E. 13th Street and Reading Ave. Change Order
3. 25-012 E. 13th Street and Reading Ave. Contract
4. 25-012 E. 13th Street and Reading Ave. Traffic Control
5. 25-012 E. 13th Street and Reading Ave. Invoice

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RESOLUTION NO. 16381

A RESOLUTION RATIFYING THE AWARD OF AN EMERGENCY CONSTRUCTION CONTRACT IN THE AMOUNT OF $42,759.00 TO RUSS GRADING AND EXCAVATING LLC, A COLORADO LIMITED LIABILITY COMPANY, FOR PROJECT NO. 25-012 (SWAN03) — FOR EMERGENCY STORM SEWER POINT REPAIR ON E. 13TH STREET AND READING AVENUE AND APPROVING A CHANGE ORDER IN THE AMOUNT OF $33,502.57 FOR ADDITIONAL WORK AND MATERIALS, AND AUTHORIZING AND APPROVING THE PURCHASING AGENT'S EXECUTION OF THE SAME

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

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

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

City Council hereby ratifies and approves the contract for emergency repair of storm sewer on E. 13th Street and Reading Avenue with Russ Grading & Excavating LLC, Project No. 25-012 (SWAN03) - awarded to said bidder in the amount of $76,261.57 which amount includes all contract change orders.

SECTION 2.

Funds for Project No. 25-012 (SWAN03) – Emergency Storm Sewer Point Repair on E. 13th Street and Reading Avenue shall be paid from the Stormwater Utility Fund – Project Account SWAN03, Point Repairs & Pipe Cleaning.

SECTION 3.

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

SECTION 4.

The officers and staff of the City are authorized to perform any and all acts consistent with the intent of this Resolution and the contract to implement the transactions described therein. Furthermore, all actions previously taken by officers and staff of the City consistent with the contract including any payment authorized under the contract and the contract change order in the amount of $76,261.57 are hereby ratified.

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SECTION 5.

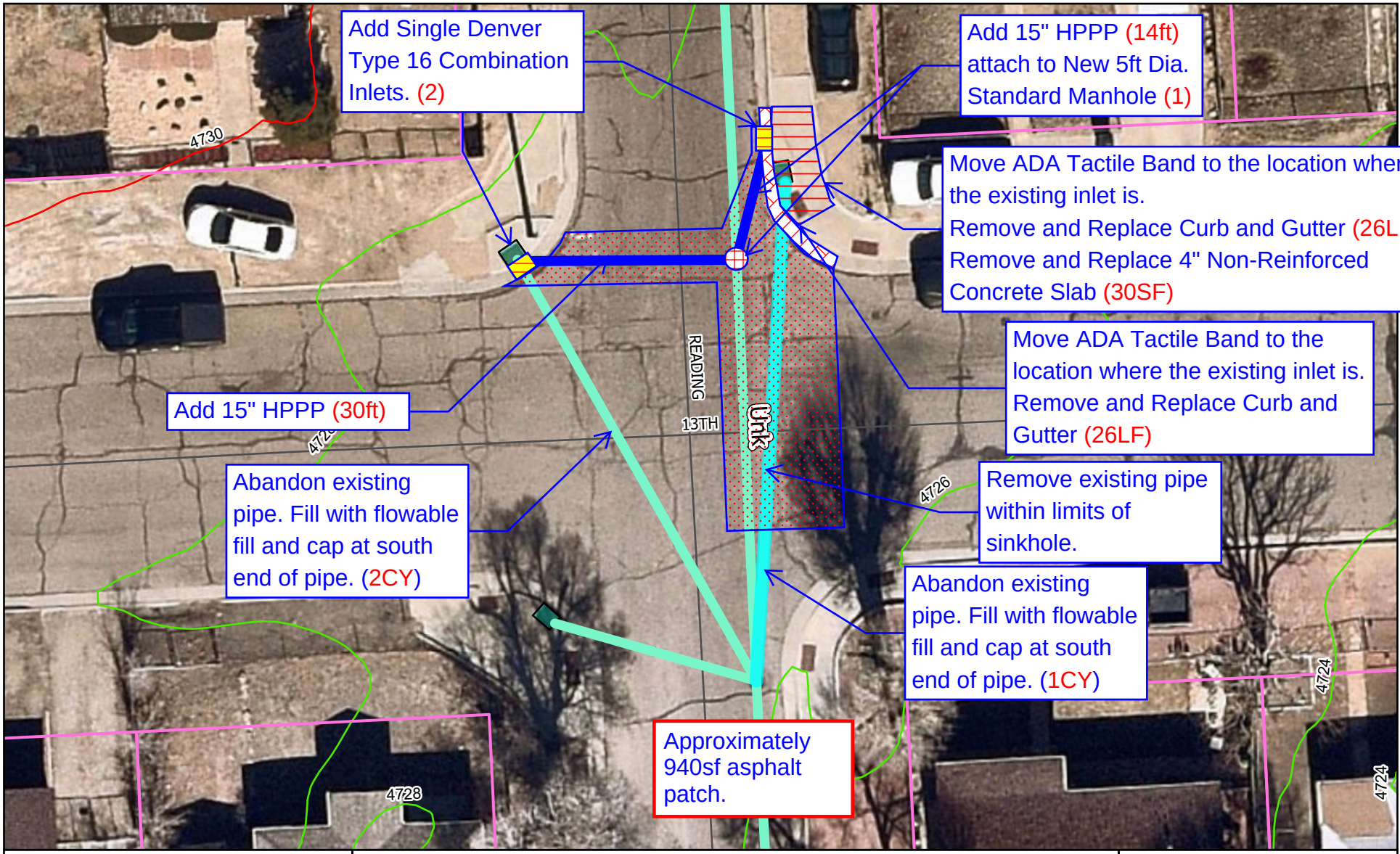
This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: July 27, 2026

BY: Ted Hernandez
MEMBER OF CITY COUNCIL

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

ATTESTED BY: DocuSigned by: Clyde Bishop F1C1AF8727B148A...
CITY CLERK




# E.13th and Reading

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

nearmap.com

CITY OF PUEBLO STORMWATER UTILITY

Docusign Envelope ID: 835E6708-02E1-842C-838F-E09F6FF2784B



City Of Pueblo

# Contract Change Order

Stormwater Utility Department

**Project Number :** 24-021R **Change Order No. :** 1 **Date:** July 14, 2026

**Project Name :** E. 13th and Reading

**Contractor :** Russ Grading and Excavating, LLC

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

| Bid Item No. | Description of Changes | Decrease Contract By | Increase Contract By |
|---|---|---|---|
| Item #1 | Remove Existing Pipe and Replace w/15" High Performance Polypropylene Pipe Less than 8' Deep **(Decrease-26LF)** | $6,032.00 | |
| Item #2 | Remove and Replace Concrete 4" **(Decrease-15SF)** | $525.00 | |
| Item #3 | Remove and Replace Concrete 4" **(Increase-128SF)** | | $2,560.00 |
| Item #4 | Remove and Replace Curb & Gutter **(Increase-29SF)** | | $2,175.00 |
| Item #5 | Install Extra Lean Concrete (Flowable Fill) **(Increase-22CY)** | | $4,950.00 |
| Item #6 | Remove and Replace Denver Type R 16 Inlet **(Increase-1LS)** | | $8,500.00 |
| Item #7 | Add 5FT Standard Manhole **(Increase-1LS** | | $7,000.00 |
| Item #8 | Install ADA Tactile Band **(Increase-1LS)** | | $750.00 |
| Item #9 | Remove and Replace 6" Asphalt Patch **(Increase-410SF)** | | $6,150.00 |
| Item #10 | Remove Existing Pipe and Repair Sinkhole **(Increase-1LS)** | | $1,200.00 |
| Item #11 | Traffic Control **(Increase- 1LS)** | | $5,279.25 |
| Item #12 | Bond **(Increase- 1LS)** | | $1,495.32 |
| | **TOTAL** | $6,557.00 | $40,059.57 |

| | | |
|---|---|---|
| Net Adjustment This Change Order | $ | 33502.57 |
| Amount of Previous Change Order(s) | $ | 0.00 |
| Original Contract Amount | $ | 42759.00 |
| Total Adjusted Contract Amount To Date | $ | 76261.57 |

Reason For Change:

The change order is for additional pipe, removal and replacement of materials and unforseen miscellaneous items.

The time provided for completion of the contract is increased by two (2) days.

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

Prepared by: Signed by: Mal Newman 7AF58986E6ED434... Date: 07/14/2026

Stormwater Inspector

Reviewed by: Signed by: Jared Perea 5EA32BAC80A34E7... Date: 07/14/2026

Project Manager

Accepted by: DocuSigned by: Bailey Russ 2CFAACE282B2470... Date: 07/13/2026

Contractor's Representative

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

Approved by: DocuSigned by: kurt Patrick 83D35AA3F8D04C7... Date: 07/14/2026

Director of Stormwater

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**REQUEST FOR QUOTATIONS**

**Bid No:** **25-012**
**Bid Name:** **2025-2027 Emergency Storm Sewer Point Repair – E. 13th Street and Reading Ave.**

The undersigned, having become familiar with the local conditions affecting the cost of the work, and with the contract documents, including advertisement for bids, the form of proposal, the form of contract, form of bond, special provisions of the contract, general provisions of the contract, etc., plans, drawings and specifications, issued and attached to the contract documents on file in the office of the Purchasing Agent, hereby proposes to furnish all of the labor, materials, tools, equipment, and all utility/transportation services necessary to perform and complete, in an industry acceptable and professional manner, construction of **2025-2027 Emergency Storm Sewer Point Repair – E. 13th Street and Reading Ave.** in accordance with the plans and specifications as prepared by or for the City of Pueblo, Colorado, for the sums set forth in the following schedule:

| 2025-2027 Emergency Storm Sewer Point Repair | | | | | Russ Grading & Excavating LLC | |
|---|---|---|---|---|---|---|
| Line Item | Description | | Unit of Measure | Quantity | Unit Cost | Total Cost |
| 1 | Remove Existing Pipe and Replace w/15" High Performance Polypropylene Pipe Less than 8' Deep | 21-100 | LF | 72 | $232.00 | $16,704.00 |
| 2 | Remove and Replace 4" Non-Reinforced Concrete Slab | 1-20 | SF | 15 | $35.00 | $525.00 |
| 3 | Remove and Replace Curb and Gutter | 1-20 | LF | 18 | $75.00 | $1,350.00 |
| 4 | Install Extra Lean Concrete (Flowable Fill) | 1-20 | CY | 19 | $225.00 | $4,275.00 |
| 5 | Remove and Replace Single Denver 16 Combination Inlet | 1 | EA | 1 | $8,500.00 | $8,500.00 |
| 6 | Install ADA Tactile Band | 1 | EA | 1 | $750.00 | $750.00 |
| 7 | Mobilization | 1 | LS | 1 | $4,000.00 | $4,000.00 |
| 8 | Remove and Replace 6" Asphalt Patch | 1 | SF | 347 | $15.00 | $5,205.00 |
| 9 | Inlet Protection | 1 | EA | 2 | $350.00 | $700.00 |
| 10 | Stockpile Management | 1 | EA | 1 | $500.00 | $500.00 |
| 11 | Concrete Washout Area | 1 | EA | 1 | $250.00 | $250.00 |
| | **Total** | | | | | **$42,759.00** |

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

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

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

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

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

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

Business Name: Russ Grading & Excavating, LLC

Business Address: 1010 S. Reading Ave.

Pueblo, CO 81001

Signature: DocuSigned by: Bailey Russ 2CFAACE282B2470... Date: 06/10/2026

Printed Name and Title: Bailey Russ, Managing Member

Docusign Envelope ID: C75870C8-D0FA-8176-815D-8C0CDB4C2007

**CONTRACT AGREEMENT**

THIS AGREEMENT made and entered into this 10th day of June, 2026, by and between the City of Pueblo, a Colorado Municipal Corporation, hereinafter referred to in the Contract Documents as the "City", and Russ Grading & Excavating, LLC, a Colorado Limited Liability Company, hereinafter referred to in the Contract Documents as "Contractor".

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

**Bid No:** **25-012**
**Bid Name:** **2025-2027 Emergency Storm Sewer Point Repair – E. 13th Street and Reading Ave.**

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

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

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

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

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

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

   Contract (This Instrument)
   Performance Bond
   Payment Bond
   Notice to Proceed
   Notice of Award
   Contractor's Proposal
   Addendum No. 1
   Invitation For Bids, including expressly and without limitation, SPECIAL PROVISIONS, LABOR PROVISIONS AND GENERAL PROVISIONS.

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

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

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

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

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

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

**RUSS GRADING & EXCAVATING, LLC**

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

Title Managing Member

**CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION**

Signed by:
By Teresa May Burns by DR
685EDE99C2494B5...
Teresa May Burns, Director of Purchasing

ATTEST:

DocuSigned by:
Clyde Bishop
F1C1AF8727B140A...
Clyde Bishop, City Clerk

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

Signed by:
01FBACDE2B94B4...
Danny Nunn, Director of Finance

APPROVED AS TO FORM DEPARTMENT OF LAW:

DocuSigned by:
Robert Jagger
5024808E8BEC428...
Robert P. Jagger, Deputy City Attorney

Docusign Envelope ID: C75870C8-D0FA-8176-815D-8C0CDB4C2007

**NOTICE TO PROCEED**

June 10, 2026

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

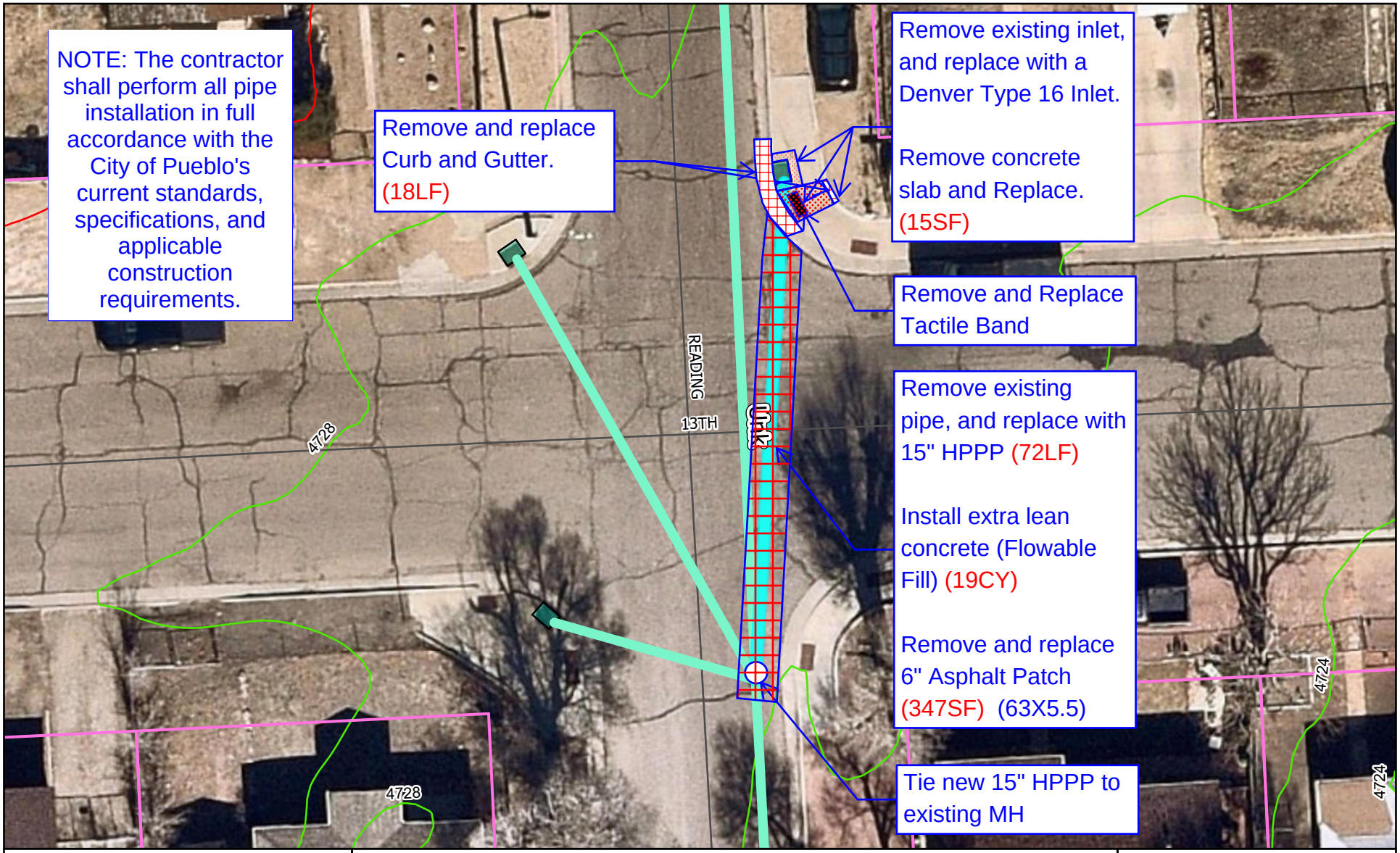
Ref: Bid No: 25-012
Bid Name: 2025-2027 Emergency Storm Sewer Point Repair – E. 13th Street and Reading Ave.

You are hereby authorized to proceed on June 16, 2026, or within three (3) consecutive calendar days thereafter with construction of the above referenced project as set forth in the Contract Documents.

You have fourteen (14) consecutive calendar days to complete this project. If at that time the project is not complete, you may request additional time via an RFI. Your request will be subject to the discretion of the project engineer. If the project engineer deems your request as appropriate you will be issued an amendment granting the specified additional days.

Sincerely,

DocuSigned by:
Kurt Patrick
83D35AA3F8D04C7...
Kurt Patrick
Director of Stormwater




# E. 13th Street and Reading Ave.

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

nearmap.com

CITY OF PUEBLO STORMWATER UTILITY

# A-1 BARRICADE & SIGN, INC.

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

| RENTED TO | JOB LOCATION | TICKET # |
|---|---|---|
| RUSS GRADING & EXCAVATING<br>1010 S READING ST<br>PUEBLO CO 81001 | READING<br>13TH ST & READING<br>PUEBLO CO | Con# 138796<br>Loc 200 |

| DL/ID # | DOBth | MISC | PHONE | | DATE | TIME |
|---|---|---|---|---|---|---|
| CA28678 | | | W (719) 369-9781 | OUT | 07/01/26 | 7:00 AM CT |
| ID#3 | PO/JOB # | RECEIVED BY | | RETURNED | 07/06/26 | 1:00 PM CT |

***FINAL*** Charge for 1.00 Day(s) Page: 1

| QTY | ITEM# | MIN | HOURLY | OVNITE | 8-HOUR | DAY | WEEK | 4 WEEK | EXT AMT | NET AMT |
|---|---|---|---|---|---|---|---|---|---|---|
| 8 | DRW3-0000 | SIGN,36"ROAD WORK AH(DG) | | | | 4.00 | | | 32.00 | 32.00 |
| | $4.00/D | | | | | | | | | |
| 8 | DSC3-0000 | SIGN,36"STREET CL.AH(DG) | | | | 4.00 | | | 32.00 | 32.00 |
| | $4.00/D | | | | | | | | | |
| 80 | BADN-0000 | DRUM CHANNEL DEVICE N/L | | | | 3.00 | | | 240.00 | 240.00 |
| | $3.00/D | | | | | | | | | |
| 8 | DGDT-0000 | BARR.T-3 RC/RCTT(DG) DET | | | | 9.00 | | | 72.00 | 72.00 |
| | $9.00/D | | | | | | | | | |
| 360 | BACC-0000 | BARR.CROWD CONTROL PER FT | | | | 1.00 | | | 360.00 | 360.00 |
| | $1.00/D | | | | | | | | | |
| | EACH SECTION IS CHARGED PER LIN. FEET. APPX 9' EA | | | | | | | | | |
| 4 | LBTS | LABOR, TCS PER HOUR | | | | | | 125.00 | 500.00 | 500.00 |

----- Payments ------
FORCE CHARGE 1363.21 07/06/26

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

| | |
|---|---|
| RENT | 736.00 |
| SALES | 0.00 |
| OTHER | 500.00 |
| DW/FEES | 66.24 |
| SMM TAX | 0.00 |
| SALES TAX | 60.97 |
| USE TAX | 0.00 |
| TOTAL DUE | 1363.21 |
| | 0.00 |
| AMT BILLED | 1363.21 |

WWW.A1BARRICADEANDSIGN.COM >OFFICE@A1BARRICADEANDSIGN.COM
WE ARE NOW A CERTIFIED UDBE/MINORITY OWNED COMPANY #6100
"AN EQUAL OPPORTUNITY EMPLOYER"

07/06/26 14:26:09

# A-1 BARRICADE & SIGN, INC.

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

1025

| RENTED TO | JOB LOCATION | TICKET # |
|---|---|---|
| RUSS GRADING & EXCAVATING<br>1010 S READING ST<br>PUEBLO CO 81001 | READING<br>13TH ST & READING<br>PUEBLO CO | Con# 138749<br>Loc 200 |

| DL/ID # | DOBth | MISC | PHONE | | DATE | TIME |
|---|---|---|---|---|---|---|
| CA28678 | | | W (719) 369-9781 | OUT | 06/22/26 | 7:00 AM CT |
| ID#3 | PO/JOB # | RECEIVED BY | | RETURNED | 06/30/26 | 5:00 PM CT |

***FINAL*** Charge for 1.00 Day(s) Page: 1

| QTY | ITEM# | MIN | HOURLY | OVNITE | 8-HOUR | DAY | WEEK | 4 WEEK | EXT AMT | NET AMT |
|---|---|---|---|---|---|---|---|---|---|---|
| 36 | DRW3-0000 | SIGN,36"ROAD WORK AH(DG) | | | | | | | 144.00 | 144.00 |
| | $4.00/D | | | | | 4.00 | | | | |
| 36 | DSC3-0000 | SIGN,36"STREET CL.AH(DG) | | | | | | | 144.00 | 144.00 |
| | $4.00/D | | | | | 4.00 | | | | |
| 216 | BADN-0000 | DRUM CHANNEL DEVICE N/L | | | | | | | 648.00 | 648.00 |
| | $3.00/D | | | | | 3.00 | | | | |
| 36 | DGDT-0000 | BARR.T-3 RC/RCTT(DG) DET | | | | | | | 324.00 | 324.00 |
| | $9.00/D | | | | | 9.00 | | | | |
| 1350 | BACC-0000 | BARR.CROWD CONTROL PER FT | | | | | | | 1350.00 | 1350.00 |
| | $1.00/D | | | | | 1.00 | | | | |
| | EACH SECTION IS CHARGED PER LIN. FEET. APPX 9' EA | | | | | | | | | |
| 3 | LBTS | LABOR, TCS PER HOUR | | | | | | 125.00 | 375.00 | 375.00 |

----- Payments ------
FORCE CHARGE 3436.11 06/30/26

5270
6/17/13
Proj 7/23
Del 7/30

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

| | |
|---|---|
| RENT | 2610.00 |
| SALES | 0.00 |
| OTHER | 375.00 |
| DW/FEES | 234.90 |
| SMM TAX | 0.00 |
| SALES TAX | 216.21 |
| USE TAX | 0.00 |
| TOTAL DUE | 3436.11 |
| | 0.00 |
| AMT BILLED | 3436.11 |

WWW.A1BARRICADEANDSIGN.COM >OFFICE@A1BARRICADEANDSIGN.COM
WE ARE NOW A CERTIFIED UDBE/MINORITY OWNED COMPANY #6100
"AN EQUAL OPPORTUNITY EMPLOYER"

06/30/26 07:25:08

# INVOICE

**Russ Grading & Excavating**
1696 42nd Ln
Avondale, CO 81022-9715

office.rgx@gmail.com
+1 (719) 696-2532

## City of Pueblo:1025

**Bill to**
City of Pueblo
PO Box 1427
Pueblo, CO 81002

**Invoice details**
Invoice no.: 438
Terms: Net 30
Invoice date: 07/08/2026
Due date: 08/07/2026

| # | Product or service | Description | Qty | Rate | Amount |
|---|---|---|---|---|---|
| 1. | | 25-012 13TH & READING EPR | | | |
| 2. | **Storm Sewer Services** | 15" HP <8' DEEP | 72 | $232.00 | $16,704.00 |
| 3. | **CONCRETE SERVICES** | 4" CONCRETE R&R | 15 | $35.00 | $525.00 |
| 4. | **CONCRETE SERVICES** | CURB & GUTTER R&R | 18 | $75.00 | $1,350.00 |
| 5. | **Storm Sewer Services** | FLOWFILL | 19 | $225.00 | $4,275.00 |
| 6. | **Storm Sewer Services** | R&R SINGLE DENVER 16 COMBO INLET | 1 | $8,500.00 | $8,500.00 |
| 7. | **Storm Sewer Services** | INSTALL ADA TACTILE BAND | 1 | $750.00 | $750.00 |
| 8. | **Storm Sewer Services** | MOBILIZATION | 1 | $4,000.00 | $4,000.00 |
| 9. | **ASPHALT INCOME** | R&R 6" ASPHALT PATCH | 347 | $15.00 | $5,205.00 |
| 10. | **Storm Sewer Services** | INLET PROTECTION | 2 | $350.00 | $700.00 |
| 11. | **Storm Sewer Services** | STOCKPILE MANAGEMENT | 1 | $500.00 | $500.00 |
| 12. | **Storm Sewer Services** | CONCRETE WASHOUT AREA | 1 | $250.00 | $250.00 |
| 13. | | CONTRACT DECREASES | | | |
| 14. | **Storm Sewer Services** | 15" HP <8' DEEP | 26 | –$232.00 | –$6,032.00 |

| | | | | | |
|---|---|---|---|---|---|
| 15. | **CONCRETE SERVICES** | R&R 4" CONCRETE | 15 | –$35.00 | –$525.00 |
| 16. | **Sales** | CONTRACT INCREASES | 1 | $0.00 | $0.00 |
| 17. | **CONCRETE SERVICES** | R&R 4" CONCRETE | 128 | $20.00 | $2,560.00 |
| 18. | **CONCRETE SERVICES** | R&R CURB & GUTTER | 29 | $75.00 | $2,175.00 |
| 19. | **Storm Sewer Services** | FLOWFILL | 22 | $225.00 | $4,950.00 |
| 20. | **Storm Sewer Services** | R&R DENVER TYPER 16 INLET | 1 | $8,500.00 | $8,500.00 |
| 21. | **Storm Sewer Services** | 5FT STANDARD MANHOLE | 1 | $7,000.00 | $7,000.00 |
| 22. | **CONCRETE SERVICES** | INSTALL ADA TACTILE BAND | 1 | $750.00 | $750.00 |
| 23. | **ASPHALT INCOME** | R&R 6" ASPHALT PATCH | 410 | $15.00 | $6,150.00 |
| 24. | **Storm Sewer Services** | REMOVE EXISTING PIPE AND REPAIR SINKHOLE | 1 | $1,200.00 | $1,200.00 |
| 25. | **TRAFFIC CONTROL** | TRAFFIC CONTROL +10% (4799.32) | 1 | $5,279.25 | $5,279.25 |
| 26. | **BONDS** | BOND 2% | 1 | $1,495.32 | $1,495.32 |

**Total** **$76,261.57**

## Scan to pay

Docusign Envelope ID: 4812E3BA-6CFF-881C-83E7-7F90AA806F2C

**City Clerk's Office Item # M5**

**Background Paper for Proposed Resolution**

**COUNCIL MEETING DATE:** July 27, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Clyde Bishop, City Clerk

FROM: Andra Ahrens, Director Wastewater

SUBJECT: A RESOLUTION RATIFYING AN EMERGENCY CONSTRUCTION CONTRACT IN THE AMOUNT OF $28,248.52 WITH PARKER EXCAVATING, INC., FOR EMERGENCY SANITARY SEWER POINT REPAIR AT 2203 E 13TH ST, PROJECT NO. 24-033 (WWAN03) AND APPROVING THE PURCHASING AGENT'S EXECUTION OF THE SAME

## SUMMARY:

This Resolution ratifies and approves award of a construction contract to Parker Excavating, Inc., for emergency sanitary sewer point repairs at 2203 E 13th St.

## PREVIOUS COUNCIL ACTION:

None

## BACKGROUND:

While the Wastewater Department collection crew was performing a routine television inspection, it was discovered that a segment of pipe had a large hole in the pipe that was allowing debris, grease, and soil to build up and cause blockage. The defect allowed the pipe to begin backing up and cause issues upstream as well. An emergency point repair was necessary to clear the blockage and fix the pipe.

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

The cost breakdown for the project is as follows:

Docusign Envelope ID: 4812E3BA-6CFF-881C-83E7-7F90AA806F2C

| | | |
|---|---|---|
| **Sanitary Sewer Replacement-related** | | |
| ***Total:*** | $ 10,112.52 | 36% |
| **Surface Improvement Related** | | |
| ***Total:*** | $ 18,136.00 | 64% |
| ***Grand Total:*** | $ 28,248.52 | 100% |

**FINANCIAL IMPLICATIONS:**

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

**BOARD/COMMISSION RECOMMENDATION:**

Not applicable

**STAKEHOLDER PROCESS:**

None

**ALTERNATIVES:**

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

**RECOMMENDATION:**

Approval of the Resolution.

**ATTACHMENTS:**

1. 07-27-26 2203 E 13th St Emergency Point Repair Attachment

Docusign Envelope ID: 4812E3BA-6CFF-881C-83E7-7F90AA806F2C

RESOLUTION NO. 16382

A RESOLUTION RATIFYING AN EMERGENCY CONSTRUCTION CONTRACT IN THE AMOUNT OF $28,248.52 WITH PARKER EXCAVATING, INC., FOR EMERGENCY SANITARY SEWER POINT REPAIR AT 2203 E 13TH ST, PROJECT NO. 24-033 (WWAN03) AND APPROVING THE PURCHASING AGENT'S EXECUTION OF THE SAME

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

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

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

City Council ratifies and approves the contract for repair of the sanitary sewers at 2203 E 13th St. with Parker Excavating, Inc., Project No. 24-033 (WWAN03) - Emergency Point Repair awarded to said bidder in the total amount of $28,248.52 including change order.

SECTION 2.

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

SECTION 3.

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

SECTION 4.

The officers and staff of the City are authorized to perform any and all acts consistent with the intent of this Resolution and the contract to implement the transactions described therein. Furthermore, all actions previously taken by officers and staff of the City consistent with the contract, including contract change order in the amount of $20,003.52 and any other payment authorized under the contract are hereby

Docusign Envelope ID: 4812E3BA-6CFF-881C-83E7-7F90AA806F2C

SECTION 5.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: July 27, 2026

BY: Ted Hernandez
MEMBER OF CITY COUNCIL

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

ATTESTED BY: DocuSigned by: Clyde Bishop F1C1AF8727B149A...
CITY CLERK

| 2024-2026 Emergency Sanitary Sewer Point Repair | | | | 2203 E 13th St | | |
|---|---|---|---|---|---|---|
| **Date** 6/9/2026 | | | | Parker Excavating, Inc. | | |
| **Project Number:** 24-033 (WWAN03) | | | | | | |
| **Item** | **Description** | **Estimated** | | **Unit Price** | | |
| 1 | Remove and Replace 8” PVC Less than 10’ Deep | 1-20 | LF | 150.00 | $ | - |
| | | 21-100 | LF | 138.00 | $ | 3,450.00 |
| | | >100 | LF | 113.00 | $ | - |
| 2 | Remove and Replace 8” PVC More than 10’ Deep | 1-20 | LF | 158.00 | $ | - |
| | | 21-100 | LF | 146.00 | $ | - |
| | | >100 | LF | 121.00 | $ | - |
| 3 | Remove and Replace 10” PVC Less than 10’ Deep | 1-20 | LF | 170.00 | $ | - |
| | | 21-100 | LF | 142.00 | $ | - |
| | | >100 | LF | 138.00 | $ | - |
| 4 | Remove and Replace 10” PVC More than 10’ Deep | 1-20 | LF | 183.00 | $ | - |
| | | 21-100 | LF | 153.00 | $ | - |
| | | >100 | LF | 149.00 | $ | - |
| 5 | Remove and Replace 12” PVC Less than 10’ Deep | 1-20 | LF | 189.00 | $ | - |
| | | 21-100 | LF | 155.00 | $ | - |
| | | >100 | LF | 153.00 | $ | - |
| 6 | Remove and Replace 12” PVC More than 10’ Deep | 1-20 | LF | 204.00 | $ | - |
| | | 21-100 | LF | 167.00 | $ | - |
| | | >100 | LF | 165.00 | $ | - |
| 7 | Remove and Replace 15” PVC Less than 10’ Deep | 1-20 | LF | 167.00 | $ | - |
| | | 21-100 | LF | 153.00 | $ | - |
| | | >100 | LF | 151.00 | $ | - |
| 8 | Remove and Replace 15” PVC More than 10’ Deep | 1-20 | LF | 182.00 | $ | - |
| | | 21-100 | LF | 171.00 | $ | - |
| | | >100 | LF | 167.00 | $ | - |
| 9 | Remove and Replace 4” Service Tap Less than 10’ Deep | 1-20 | LF | 167.00 | $ | - |
| | | 21-100 | LF | 107.00 | $ | - |
| | | >100 | LF | 102.00 | $ | - |
| 10 | Remove and Replace 4” Service Tap More than 10’ Deep | 1-20 | LF | 143.00 | $ | - |
| | | 21-100 | LF | 114.00 | $ | - |
| | | >100 | LF | 108.00 | $ | - |
| 11 | Remove and Replace 6” Service Tap Less than 10’ Deep | 1-20 | LF | 154.00 | $ | - |
| | | 21-100 | LF | 128.00 | $ | - |
| | | >100 | LF | 122.00 | $ | - |
| 12 | Remove and Replace 6” Service Tap More than 10’ Deep | 1-20 | LF | 166.00 | $ | - |
| | | 21-100 | LF | 138.00 | $ | - |
| | | >100 | LF | 132.00 | $ | - |
| 13 | Asphalt Patch – 4” HMA on 4” Class 6 ABC For 8" and 10" Pipe | 1-20 | LF | 102.00 | $ | - |
| | | 21-100 | LF | 78.00 | $ | - |
| | | >100 | LF | 75.00 | $ | 2,250.00 |
| 14 | Asphalt Patch – 5” HMA on 6” Class 6 ABC For 8” and 10” Pipe | 1-20 | LF | 104.00 | $ | - |
| | | 21-100 | LF | 79.00 | $ | - |
| | | >100 | LF | 77.00 | $ | - |
| 15 | Asphalt Patch – 4” HMA on 4” Class 6 ABC For 12" and 15" Pipe | 1-20 | LF | 105.00 | $ | - |
| | | 21-100 | LF | 81.00 | $ | - |
| | | >100 | LF | 79.00 | $ | - |
| 16 | Asphalt Patch – 5” HMA on 6” Class 6 ABC For 12" and 15" Pipe | 1-20 | LF | 112.00 | $ | - |
| | | 21-100 | LF | 86.00 | $ | - |
| | | >100 | LF | 85.00 | $ | - |
| 17 | Remove and Replace 7” Reinforced Concrete | 1-20 | SF | 24.50 | $ | - |
| | | 21-100 | SF | 19.50 | $ | - |
| | | >100 | SF | 18.50 | $ | - |
| 18 | Remove and Replace 6” Reinforced Concrete | 1-20 | SF | 24.00 | $ | - |
| | | 21-100 | SF | 19.00 | $ | - |
| | | >100 | SF | 18.00 | $ | - |
| 19 | Remove and Replace 4” Concrete | 1-20 | SF | 19.00 | $ | - |
| | | 21-100 | SF | 16.50 | $ | - |
| | | >100 | SF | 16.00 | $ | - |
| 20 | Remove and Replace Standard Curb and Gutter | 1-20 | LF | 51.00 | $ | - |
| | | 21-100 | LF | 49.50 | $ | - |
| | | >100 | LF | 48.00 | $ | - |

| | | | | | | |
|---|---|---|---|---|---|---|
| 21 | Install or Remove and Replace 6'' Curb Head | 1-20 | LF | 31.00 | $ | - |
| | | 21-100 | LF | 29.00 | $ | - |
| | | >100 | LF | 28.00 | $ | - |
| 22 | Install Extra Lean Concrete (FlowFill) | 1-20 | CY | 164.00 | $ | 820.00 |
| | | 21-100 | CY | 164.00 | $ | - |
| | | >100 | CY | 164.00 | $ | - |
| 23 | Class 6 Base Course for Gravel Surfaced Alleys | TN | | 33.00 | $ | - |
| 24 | Remove Camera/Cleaning Head/Tap Cutter | HR | | 400.00 | $ | - |
| 25 | Remove and Replace 48” Diameter Manhole | with 1 Invert | EA | 4280.00 | $ | - |
| | | with 2 Inverts | EA | 5300.00 | $ | - |
| | | with 3 Inverts | EA | 6340.00 | $ | - |
| | | with 4 Inverts | EA | 7380.00 | $ | - |
| 26 | Remove and Replace 60” Diameter Manhole | with 1 Invert | EA | 5130.00 | $ | - |
| | | with 2 Inverts | EA | 6170.00 | $ | - |
| | | with 3 Inverts | EA | 7210.00 | $ | - |
| | | with 4 Inverts | EA | 8250.00 | $ | - |
| 27 | Calcium Aluminate Coat 48-inch Manhole | 1-10 | VF | 375.00 | $ | - |
| | | 11-15 | VF | 350.00 | $ | - |
| | | >15 | VF | 325.00 | $ | - |
| 28 | Calcium Aluminate Coat 60-inch Manhole | 1-10 | VF | 468.75 | $ | - |
| | | 11-15 | VF | 437.50 | $ | - |
| | | >15 | VF | 406.25 | $ | - |
| 29 | Rebuild Manhole Bench and Trough 48-inch Manhole | LS | | 2000.00 | $ | - |
| 30 | Rebuild Manhole Bench and Trough 60-inch Manhole | LS | | 2500.00 | $ | - |
| 31 | Reinstate Services - 4'' | EA | | 388.00 | $ | - |
| 32 | Reinstate Services - 6'' | EA | | 427.00 | $ | - |
| 33 | Mobilization | LS | | 1725.00 | $ | 1,725.00 |
| | | | | | $ | 8,245.00 |
| | | | | $ - | $ | 9,894.00 |

# CONTRACT CHANGE ORDER

**CITY OF PUEBLO DEPARTMENT OF PUBLIC WORKS**

Project Number : 24-033 (WWAN03) Change Order No. : ONE 7/6/2026

Project Name : 2024, 2025 and 2026 Sanitary Sewer Point Repair
2203 E 13th St

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

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

| Bid Item No. | Description of Changes | Decrease Contract By | Increase Contract By |
|---|---|---|---|
| 1 | REMOVE AND REPLACE 8" PVC LESS THAN 10' DEEP | | $690.00 |
| 2 | ASPHALT PATCH - 4" HMA ON 4" CLASS 6 ABC FOR 8" AND 10" PIPE | | $13,650.00 |
| 3 | INSTALL EXTRA LEAN CONCRETE (FLOWFILL) | | $2,624.00 |
| 5 | REMOVE AND REPLEACE STANDARD CURB AND GUTTER | | $1,020.00 |
| 6 | REMOVE AND REPLACE 7" REINFORCED CONCRETE | | $1,216.00 |
| 7 | TRAFFIC CONTROL | | $803.52 |
| | **TOTAL** (Decrease) / Increase | $0.00 | $20,003.52 |

| | | |
|---|---|---|
| Net Adjustment This Change Order | $ | 20,003.52 |
| Amount of Previous Change Order(s) | $ | 0.00 |
| Original Contract Amount | $ | 8,245.00 |
| Total Adjusted Contract Amount To Date | $ | 28,248.52 |

Reason For Change: Actual Field Quantities.

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

Prepared by: _____ Date:_____
Wastewater Civil Engineer

Reviewed by: _____ Date:_____
Wastewater Engineering Manager

Accepted by: _____ Date:_____
Contractor's Representative

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

Approved by: _____ Date:_____
Director of Wastewater

FORM CO100.1299

# 24-033 (WWAN03)
# 2024 -2026 Emergency Sanitary Point Repair
# 2203 E 13th St



Docusign Envelope ID: 4812E3BA-6CFF-881C-83E7-7F90AA806F2C

**City Clerk's Office Item # M6**

**Background Paper for Proposed Resolution**

**COUNCIL MEETING DATE:** July 27, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Clyde Bishop, City Clerk

FROM: Andrew Hayes, Public Works Director

SUBJECT: A RESOLUTION AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT (REV-26-20) TO AMERICAN LEGION POST #2 FOR THE CLOSURE OF THE 700 BLOCK OF WEST 9TH STREET BETWEEN CRAIG STREET AND WEST STREET TO HOST THEIR CAR AND BIKE SHOW ON AUGUST 8, 2026, FROM 6:00 A.M. TO 3:00 P.M.

## SUMMARY:

Attached is a Revocable Permit (REV-26-20) submitted by the American Legion Post #2 for the closure of the 700 block of West 9th Street between Craig Street and West Street to host their car and bike show on August 8, 2026, from 6:00 a.m. to 3:00 p.m.

## PREVIOUS COUNCIL ACTION:

None.

## BACKGROUND:

The applicant has submitted a Revocable Permit application (REV-26-20) submitted by the American Legion Post #2 for the closure of the 700 block of West 9th Street between Craig Street and West Street to host their car and bike show on August 8, 2026, from 6:00 a.m. to 3:00 p.m.

## FINANCIAL IMPLICATIONS:

None.

## BOARD/COMMISSION RECOMMENDATION:

The Revocable Permit Review Committee recommends approval.

## STAKEHOLDER PROCESS:

None.

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**ALTERNATIVES:**

Failure to approve the Resolution will prevent the applicant from using the streets listed above.

**RECOMMENDATION:**

Approval of the Resolution.

**ATTACHMENTS:**

1. NOTARIZED REVOCABLE PERMIT - 26-20

Docusign Envelope ID: 4812E3BA-6CFF-881C-83E7-7F90AA806F2C

RESOLUTION NO. 16383

A RESOLUTION AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT (REV-26-20) TO AMERICAN LEGION POST #2 FOR THE CLOSURE OF THE 700 BLOCK OF WEST 9TH STREET BETWEEN CRAIG STREET AND WEST STREET TO HOST THEIR CAR AND BIKE SHOW ON AUGUST 8, 2026, FROM 6:00 A.M. TO 3:00 P.M.

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The attached Revocable Permit (REV-26-20) submitted by the American Legion Post #2 for the closure of the 700 block of West 9th Street between Craig Street and West Street to host their car and bike show on August 8, 2026, from 6:00 a.m. to 3:00 p.m.

SECTION 2.

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

SECTION 3.

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

SECTION 4.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: July 27, 2026

BY: Ted Hernandez
MEMBER OF CITY COUNCIL

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

ATTESTED BY: DocuSigned by: Clyde Bishop F1C1AF8727B140A...
CITY CLERK

# REVOCABLE PERMIT

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

1. Name, Address and Telephone Number of Permittee: **American Legion - Ovie Vernon Post 02 701 W 9th Street, Pueblo, CO 81003 719-544-8245**
2. Permitted Area: **Road closure of the 700 block of West 9th Street between Craig Street and West Street**
3. Purpose of Revocable Permit: **to host a car and bike show**
4. Commencement Date: **August 8, 2026** Time: **6:00 a.m.**
5. Ending Date: **August 8, 2026** Time: **3:00 p.m.**

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 15 July day of July, 2026.

**PERMITTEE:**

Organization or Individual: AMERICAN LEGION POST 2

By: JOHN E MANTINEZ JR

Title: CHAPLAIN

STATE OF COLORADO )

COUNTY OF PUEBLO ) SS..

The foregoing instrument was acknowledged before me the 15th day of July, 2026 by John E Martinez, Jr. as Chaplain.

My commission expires: _____.

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

Notary Public

APPROVED this _____ day of _____, 20____.

PUEBLO, a Municipal Corporation

By _____

Heather Graham, Mayor

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**City Clerk's Office Item # M7**

**Background Paper for Proposed Resolution**

**COUNCIL MEETING DATE:** July 27, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Clyde Bishop, City Clerk

FROM: Alyssa Parga, Executive Assistant to the Mayor

SUBJECT: A RESOLUTION CONFIRMING THE APPOINTMENT BY THE MAYOR OF SHAWN DAVIS, GARY GOMEZ, AND DAVID FRYBERGER TO SERVE TERMS ON THE PUEBLO ZOOLOGICAL SOCIETY BOARD OF DIRECTORS

## SUMMARY:

This Resolution confirms the appointment by the Mayor of Shawn Davis and Gary Gomez as the City's two voting members, and David Fryberger as an ex-officio, non-voting member, to the Pueblo Zoological Society Board of Directors, under paragraphs 14 and 23 of the Zoo Management Agreement approved by Ordinance No. 11116.

## PREVIOUS COUNCIL ACTION:

On January 26, 2026, by Ordinance No. 11116, the City Council approved the Zoo Management Agreement between the City and the Pueblo Zoological Society. Paragraph 14 of that Agreement authorizes the City to appoint members to the Society's Board of Directors. This is the first appointment the City has made to that Board.

## BACKGROUND:

With the 2026 contract negotiations between the City and the Pueblo Zoo, the agreement was updated to include the City's appointment of two board members with full voting rights and up to two ex-officio non-voting board members to the Zoo's Board of Directors.

## FINANCIAL IMPLICATIONS:

The members serve without compensation. The Pueblo Zoological Society is a private nonprofit corporation, and its Board of Directors is not a City board or commission.

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**BOARD/COMMISSION RECOMMENDATION:**

The Pueblo Zoological Society recommended candidates in writing for the two voting seats, and the Mayor selected Shawn Davis and Gary Gomez.

**STAKEHOLDER PROCESS:**

N/A

**ALTERNATIVES:**

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

**RECOMMENDATION:**

Approval of the Resolution.

**ATTACHMENTS:**

None

Docusign Envelope ID: 4812E3BA-6CFF-881C-83E7-7F90AA806F2C

RESOLUTION NO. 16384

A RESOLUTION CONFIRMING THE APPOINTMENT BY THE MAYOR OF SHAWN DAVIS, GARY GOMEZ, AND DAVID FRYBERGER TO SERVE TERMS ON THE PUEBLO ZOOLOGICAL SOCIETY BOARD OF DIRECTORS

WHEREAS, by Ordinance No. 11116, the City Council approved the Zoo Management Agreement effective January 1, 2026 between the City and the Pueblo Zoological Society, which the parties executed on January 30, 2026; and

WHEREAS, paragraph 14 of the Agreement provides that the City shall appoint two voting members and may appoint up to two ex-officio, non-voting members to the Society's Board of Directors, and that voting members appointed by the City shall not be employed with the City's Department of Parks and Recreation; and

WHEREAS, Mayor Heather Graham has appointed Shawn Davis, Gary Gomez, and David Fryberger and has requested confirmation by the City Council. NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The appointment by the Mayor of Shawn Davis and Gary Gomez as the City's two voting members of the Pueblo Zoological Society Board of Directors under paragraph 14 of the Agreement shall be and is hereby confirmed.

SECTION 2.

The appointment by the Mayor of David Fryberger to one of the two ex-officio, non-voting positions on the Pueblo Zoological Society Board of Directors authorized by paragraph 14 of the Agreement shall be and is hereby confirmed. Mr. Fryberger shall serve at the pleasure of the Mayor.

SECTION 3.

Any vacancy in a position confirmed by this Resolution shall be filled by appointment of the Mayor, subject to confirmation by the City Council.

SECTION 4.

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

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SECTION 5.

This Resolution shall become effective immediately upon final passage.

INTRODUCED: July 27, 2026

BY: Ted Hernandez
MEMBER OF CITY COUNCIL

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

ATTESTED BY: DocuSigned by: Clyde Bishop F1C1AF8727B149A...
CITY CLERK

Docusign Envelope ID: 4812E3BA-6CFF-881C-83E7-7F90AA806F2C



**Background Paper for Proposed Resolution**

**COUNCIL MEETING DATE:** July 27, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Clyde Bishop, City Clerk

FROM: Melissa Cook, Director Department of Housing & Citizen Services

SUBJECT: A RESOLUTION OF THE CITY OF PUEBLO IN SUPPORT OF AN APPLICATION TO HOUSING AND URBAN DEVELOPMENT TO SUBMIT A PATHWAYS TO REMOVING OBSTACLES TO HOUSING (PRO) GRANT APPLICATION OF UP TO $10,000,000 TO SUPPORT INFRASTRUCTURE EXPANSION AND BLIGHT REMOVAL EFFORTS.

## SUMMARY:

Attached is a Resolution in support of the City's application to Housing and Urban Development for a Pathways to Removing Obstacles to Housing (PRO) grant program up to $10,000,000.

## PREVIOUS COUNCIL ACTION:

None.

## BACKGROUND:

The HUD PRO Grant Program provides critical resources to communities working to overcome persistent obstacles related to housing production, affordability, neighborhood stability, and community development. The program places particular emphasis on expanding homeownership opportunities for households earning at or below 100% of the area median income.

The City of Pueblo has identified several priority needs, including aging or insufficient infrastructure and widespread blight in many low- to moderate-income neighborhoods. Addressing these challenges is essential to advancing housing development and improving overall neighborhood conditions.

In recent years, the City of Pueblo has taken meaningful, proactive steps to reduce barriers to housing development and promote neighborhood revitalization. These

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actions include:

- Updating the Unified Development Code (currently underway) to reduce unintended delays or restrictive requirements.
- Streamlining permitting procedures to improve efficiency and reduce costs for applicants.
- Implementing policy changes and long-range planning efforts aimed at supporting infill development, improving infrastructure coordination, and encouraging reinvestment in underutilized areas.
- Strengthening collaboration with regional partners and service providers to better align housing, infrastructure, and community development initiatives.
- Establishing a fast-track entitlement process for affordable housing developments.
- Modernizing local codes to promote housing production, including allowing accessory dwelling units (ADU's).

The City's PRO Grant proposal has two primary objectives:

1. **Expand infrastructure capacity** to support housing developments where prohibitive infrastructure costs currently prevent projects from moving forward, unlocking a significant number of potential housing units.
2. **Support substantial blight removal efforts** necessary to prepare sites for future housing development where financial feasibility cannot otherwise be achieved.

**FINANCIAL IMPLICATIONS:**

There are no financial implications for the City in passing this Resolution.

**BOARD/COMMISSION RECOMMENDATION:**

Not applicable to this Resolution.

**STAKEHOLDER PROCESS:**

Not applicable to this Resolution.

**ALTERNATIVES:**

City Council could choose not to publicly support this grant application.

**RECOMMENDATION:**

Approval of the Resolution.

**ATTACHMENTS:**

None

Docusign Envelope ID: 4812E3BA-6CFF-881C-83E7-7F90AA806F2C

RESOLUTION NO. 16385

A RESOLUTION OF THE CITY OF PUEBLO IN SUPPORT OF AN APPLICATION TO HOUSING AND URBAN DEVELOPMENT TO SUBMIT A PATHWAYS TO REMOVING OBSTACLES TO HOUSING (PRO) GRANT APPLICATION OF UP TO $10,000,000 TO SUPPORT INFRASTRUCTURE EXPANSION AND BLIGHT REMOVAL EFFORTS

WHEREAS, the U.S. Department of Housing and Urban Development's PRO Grant Program provides critical resources to communities striving to overcome persistent barriers to housing production, affordability, neighborhood stability, and community development; and

WHEREAS, the PRO Grant Program places particular emphasis on expanding homeownership opportunities for households earning at or below 100 percent of the area median income; and

WHEREAS, the City of Pueblo has identified significant priority needs including aging and insufficient infrastructure, as well as widespread blight affecting numerous low- to moderate-income neighborhoods; and

WHEREAS, in recent years the City of Pueblo has taken proactive steps to reduce barriers to housing development and promote neighborhood reinvestment;

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The City of Pueblo supports a grant application to Housing and Urban Development for a Pathways to Removing Obstacles to Housing (PRO) grant program up to $10,000,000.

INTRODUCED: July 27, 2026

BY: Ted Hernandez
MEMBER OF CITY COUNCIL

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

ATTESTED BY: DocuSigned by: Clyde Bishop F1C1AF8727B149A...
CITY CLERK

**Background Paper for Proposed Action Item**

**COUNCIL MEETING DATE:** July 27, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Clyde Bishop, City Clerk

FROM: Clyde Bishop, City Clerk

SUBJECT: AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE COUNTY OF PUEBLO, A POLITICAL SUBDIVISION OF THE STATE OF COLORADO, RELATING TO THE 2026 SPECIAL MUNICIPAL ELECTION

## SUMMARY:

This Ordinance approves an Intergovernmental Agreement with Pueblo County to perform the functions required in the Administration of the November 3, 2026, Special Municipal Election to be conducted as a Coordinated Election and Mail Ballot Election.

## PREVIOUS COUNCIL ACTION:

On July 27, 2026 City Council approved an Ordinance directing that the November 3, 2026 Special Municipal Election be conducted as part of a Coordinated Election with Pueblo County.

Pursuant to §1-1-111(2), C.R.S., the City may contract with the County Clerk and Recorder of the County in which the political subdivision is organized to perform all or part of the required duties in conducting the election. The City has approved an IGA for Election Services each year the City has participated in a Coordinated Election with the County.

## BACKGROUND:

The City is a home-rule city charged with the responsibility of providing for and governing the conduct of all its municipal elections pursuant to Articles 2, 3, 17, 18 and 19 of its Charter and Article XX of the Colorado Constitution. Section 1-7-116 C.R.S. requires entry into and performance of an intergovernmental agreement where political subdivisions and the County Clerk and Recorder cooperate in the conduct and

financing of the election. The IGA outlines the allocation of the responsibilities between the City and the County in the conduct of the election.

## FINANCIAL IMPLICATIONS:

The City shall pay to the County Clerk the City's share of the actual cost of materials and services directly attributable to the City's participation in the Coordinated Election, including the preparation and mailing of a TABOR Notice, if necessary. The cost is estimated to be between $90,000 and $100,000. Funding for the costs associated with conducting the Special Municipal Election have been allocated in the City Clerk's 2026 Departmental Budget.

## BOARD/COMMISSION RECOMMENDATION:

It has been determined by the Board of Elections, that it is in the best interest of the City and its residents to participate in and conduct its election as a coordinated election and mail ballot election in accordance with the procedures and requirements of the Uniform Election Code of 1992, except to the extent same conflicts with a specific provision of the City Charter.

## STAKEHOLDER PROCESS:

Not applicable.

## ALTERNATIVES:

None. Per Section 17-2 of the City Charter, special municipal elections shall be held in accordance with the provisions of the Charter. It is more cost effective for the City to participate in a Coordinated Election than for the City to independently conduct its own election.

## RECOMMENDATION:

Approval of the Ordinance.

## ATTACHMENTS:

1. 2026 Election IGA - City of Pueblo

ORDINANCE NO.

AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE COUNTY OF PUEBLO, A POLITICAL SUBDIVISION OF THE STATE OF COLORADO, RELATING TO THE 2026 SPECIAL MUNICIPAL ELECTION

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

SECTION 1.

The Intergovernmental Agreement for election services between the City of Pueblo, a Colorado Municipal Corporation and the County of Pueblo, a Political Subdivision of the State of Colorado, a copy of which is attached hereto, having been approved as to form by the City Attorney, is hereby approved.

SECTION 2.

The Mayor is hereby authorized to execute said Intergovernmental Agreement for and on behalf of the City and the City Clerk is authorized to affix the seal of the City thereto and attest same.

SECTION 3.

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

SECTION 4.

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

**Action by City Council:**

Introduced and initial adoption of Ordinance by City Council on July 13, 2026.

Final adoption of Ordinance by City Council on July 27, 2026.

President of City Council

**Action by the Mayor:**

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

_____
Mayor

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

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

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

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

_____
President of City Council

ATTEST

_____
City Clerk

# INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT is made and entered into this ___ day of _____, 2026, between Pueblo County, a political subdivision of the State of Colorado, on behalf of the Clerk and Recorder of Pueblo County, hereinafter referred to as the "County Clerk," and the City of Pueblo, a Colorado Municipal Corporation, hereinafter referred to as "City."

WITNESSED:

WHEREAS, the City is a home-rule city charged with the responsibility of providing for and governing the conduct of all of its municipal elections pursuant to Articles 2, 3, 17, 18, and 19 of its Charter and Article XX of the Colorado Constitution; and

WHEREAS, the County Clerk has the facilities to perform the functions required in the administration of those elections and is authorized to conduct elections as provided by law; and

WHEREAS, Colorado Constitution Article XIV, Section 18(2)(a), and C.R.S. § 29-1-203, as amended, authorize the County Clerk and the City to cooperate or contract with each other to provide any function, service, or facility lawfully authorized to each; and

WHEREAS, by Ordinance, the City has determined that it is in the best interests of the City and its residents to participate in and conduct its election to be held on November 3, 2026, as a “coordinated election” and “mail ballot election” in accordance with the procedures and requirements of the Uniform Election Code of 1992 and related rules and regulations promulgated by the Colorado Secretary of State (collectively, "the Code"), except to the extent the Code conflicts with a specific provision of the Charter; and

WHEREAS, C.R.S. § 1-7-116, requires entry into and performance of intergovernmental agreements where political subdivisions and the county clerk and recorder cooperate in the conduct and financing of the election and provide for reasonable sharing of costs; and

WHEREAS, the Constitution of Colorado, Article X, Section 20 and the Code, require the production of a mailed Notice ("TABOR Notice") concerning certain ballot issues that may be submitted to the electors of the City; and

WHEREAS, the TABOR Notices of several jurisdictions are to be sent as a package where jurisdictions overlap ("TABOR Notice Package"); and

WHEREAS, the need to produce the TABOR Notice Package requires that there be County-wide coordination of the production and mailing of the TABOR Notice Package to effectuate the purposes of said constitutional section; and

WHEREAS, the County Clerk and Recorder of Pueblo County and the City desire to set forth their respective responsibilities in the production and mailing of the TABOR Notice Package for elections conducted pursuant to this Intergovernmental Agreement; and

WHEREAS, the County Clerk and the City have determined that it is in the best interests of the County, the City, and their respective inhabitants and landowners to cooperate and contract concerning the coordinated election on November 3, 2026, upon the terms and conditions contained herein.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants and promises contained herein, the sufficiency of which is hereby acknowledged, the parties agree as follows:

I. GENERAL MATTERS:

A. Purpose:

The purpose of this Agreement is to set forth the tasks to be completed by the County Clerk and the City in the conduct and financing of the November 3, 2026, election.

B. Coordinated Election Official and Other Election Personnel:

Except as otherwise provided in this Section, the County Clerk shall act as the Coordinated Election Official for the conduct of the election for the City for all matters in the Code which require action by the Coordinated Election Official, except to the extent such action must be performed by the City Clerk or City's Board of Elections pursuant to Charter requirements and except as otherwise provided in this Agreement.

The City designates Clyde Bishop, City Clerk, as its "Designated Election Official" who, together with the City's Board of Elections, shall be the primary liaison between the City and the County Clerk and who shall have the primary responsibility for the conduct of the election procedures to be handled by the City hereunder and who shall cooperate with the County Clerk in the conduct of the election.

C. The County Clerk shall conduct the coordinated election on November 3, 2026, in conformity with the Code. The City shall provide explicit written instruction to County Clerk regarding any action City determines the County Clerk must perform that is required by the City Charter and which conflicts with the Code. With respect to the November 3, 2026, election, the Parties have communicated in advance of this Agreement and have determined that no deviations from the Code are currently being requested.

D. The parties acknowledge that for the purposes of the coordinated election on November 3, 2026, regardless of any registration requirements in the City Charter or City Code, the County Clerk will decide who is eligible to receive ballots pursuant to C.R.S. § 1-2-101.

E. The parties acknowledge that all interpretations of the City Charter and City Code shall be and remain the sole responsibility of, and are to be exclusively handled by, the City.

II. DUTIES OF THE COUNTY CLERK:

The County Clerk shall perform the following duties for the City in connection with the conduct of the coordinated election to the extent required:

A. Determine the "least cost" method for mailing the TABOR Notice Package.

B. Combine the text of the TABOR Notice produced by the City, if any, with those of other jurisdictions to produce the TABOR Notice Package. The County Clerk may determine the order of the TABOR Notice submitted by the City and those of other jurisdictions to be included in the TABOR Notice Package, provided, however, that the materials supplied by the City shall be kept together as a group and in the order supplied by the City, unless as otherwise required by the Code.

C. Address the TABOR Notice package to "all registered voters" at each address of one or more active registered electors of the City. Nothing herein shall preclude the County Clerk from sending the TABOR Notice or Notice Package to persons other than electors of the City if such sending arises from the County Clerk's efforts to mail the TABOR Notice Package at "least cost".

D. Mail the TABOR Notice Package, as required by the Code.

E. Provide the final layout of the mail ballots and official ballots to the City in order to permit the City to review, proofread, and approve before the County Clerk authorizes the printing of the ballots. Within twenty-four (24) hours of receipt of ballots from County Clerk, the City shall return the ballots following review, proofreading and approval.

F. Arrange for the printing, and have printed, all mail ballots and official ballots. In consultation with the Designated Election Official, the County Clerk will order the number of ballots reasonably expected to be required to be printed for each Voter Service Polling Center (“VSPC”).

G. Mail to all active registered electors eligible to vote in the City’s November 3, 2026, coordinated election at the last mailing address appearing in the County Clerk’s records, a mail ballot packet, as required by law.

H. Appoint, train, pay and as required by law, provide written materials to a sufficient number of qualified election judges to adequately serve the number of electors anticipated to vote in the coordinated election. The election judges for the City election may be the same persons as are employed for elections held by other jurisdictions on the same day and at the same VSPC(s).

I. Conduct such formal training sessions for the election judges as deemed reasonably necessary by the County Clerk.

J. Perform all services necessary for mail ballot in the City's coordinated election, including preparing of mail ballots and mail ballot voter materials, and receiving and processing of applications for mail ballots, mailing mail ballot materials, receipt of mail ballot materials, checking voter qualifications, and preparation for counting, opening, and conduct of the VSPC(s).

K. Oversee the performance of the election judges with respect to their posting duties of required sample ballot, instruction cards, precinct maps, and other interior VSPC(s) postings as may be required by law.

L. Certify the results of the City's election within the time required by law and forthwith provide the City with a copy of all election statements and certificates which are to be created under the Code and provide City with election abstracts and official certifications in such number as the City may reasonably require.

M. Store all voted ballots for a minimum of twenty-five (25) months and all signature cards of electors who cast ballots at the election for a minimum of twenty-five (25) months, and all other materials required by law to be saved for twenty-five (25) months. If necessary, in connection with or to resolve any challenge, suit, or other legal question that might arise regarding the election, the City requires access to stored ballots, the County Clerk shall cooperate with the City to provide appropriate access to the same.

N. Facilitate special accommodations for all military and overseas citizens as provided by the Uniformed and Overseas Citizens Absentee Voting Act.

O. Conduct a recount of any contest where the final ballot tabulation mandates a recount under C.R.S. § 1-10.5-101 or if requested by an interested party C.R.S. § 1-10.5-106.

III. ELECTION COSTS:

A. County Clerk shall keep a careful, accurate, and contemporaneous accounting of time, supplies, and salaries chargeable to the City including:

1. Charging the City for that portion of staff time, including salary and benefits, directly attributable to conducting the coordinated election on behalf of the City and that portion of building rental, both for set-up and VSPC's and materials directly attributable to the City for the preparation and conduct of the coordinated election.

2. Charging the City for the cost of election and mail ballot judges, provided, however, that such cost shall be prorated by multiplying the number of judges and dividing the result by the number of jurisdictions utilizing each VSPC.

3. The cost of any recount(s) will be charged and prorated among each of the participating Public Entities involved in the recount.

B. Adhere to all applicable provisions of the Code which are necessary or appropriate to the performance of the above duties.

IV. DUTIES OF THE CITY:

In consideration of the foregoing, the City agrees to perform the following tasks and activities to the extent required:

A. Provide the County Clerk all TABOR Notices concerning City ballot issues in the manner required by the Code on or before September 21, 2026, by 4:30 p.m. Such TABOR Notice shall include:

1. The election date, hours, ballot title, text, and the City's local election office address and the City's election office telephone number.

2. For proposed City tax or bonded debt increases, the estimated or actual total of City fiscal year spending for the current year and each of the past four years and the overall percentage and dollar change.

3. For the first full fiscal year of each proposed City tax increase, City estimates of the maximum dollar amount of each increase and of district fiscal year spending without the increase.

4. For proposed City bonded debt, its principal amount and maximum annual and total district repayment cost and the principal balance of total current City bonded debt and its maximum annual and remaining total City repayment cost.

5. Two summaries, up to five hundred (500) words each, one for and one against any ballot proposal, of written comments filed with the Designated Election Official. The summary shall neither mention names of persons or private groups nor make any endorsements of or resolutions against the proposal. Petition representatives following these rules shall write this summary for their petition. The Designated Election Official shall maintain and accurately summarize all other relevant written comments.

6. Summarize written comments concerning ballot issues following receipt of such comments received from the Designated Election Official and the public as necessary for use in the TABOR Notice.

7. A completed TABOR Notice shall be provided to the County Clerk in Microsoft Word format. Regardless of the total number of pages, the

submission to the County Clerk shall be on one side of each page. This submission shall be in the form that shall be printed by the County Clerk and may not be changed by the City following submission to the County Clerk without special written dispensation from the County Clerk (such dispensation may be withheld for any or no reason) and shall be provided to the County Clerk on or before September 21, 2026.

B. Perform such acts as may be required by law or the City Charter, including circulation, approval, review, and all other activities, relating to any matter that may concern the City. The Designated Election Official shall interact with any City petition representatives, including but not limited to, working to ensure that the Designated Election Official receives the summary of written comments for their petition within the time required by law.

C. Certify the complete ballot content to the County Clerk, on or before September 4, 2026; review, proofread, and approve the final ballot and provide to the County in the same manner set forth, within the time required by law and provide the ballot content in hard copy and in Microsoft Word format.

D. Review, proofread and confirm the layout, format, and text of the official ballots within twenty-four (24) hours of receipt before the County Clerk authorizes the printing of the ballots.

E. Pay to the County Clerk the City's share of the actual cost of materials and services specified in items 1-10 of this Section, Paragraph E. upon receipt of the itemized statement for same. (The City agrees to compensate the County Clerk on a prorated basis for costs not solely related to the City's election, and to pay full cost of materials and services solely related to the City's election). The City represents that funds have been appropriated for this Election and are sufficient to compensate the County Clerk for the services described in this Agreement.

1. Actual costs of services, materials, and mileage associated with the conduct of the election. Actual costs include, but are not limited to, the costs of labor, printing, and materials itemized, identified, and consumed for the conduct of the City's election. The actual cost of labor includes the actual hourly wage, including overtime whether paid or provided as compensatory time, and all associated benefits paid to each staff member, which are directly attributable to conducting the coordinated election on behalf of City.
2. Actual costs for a complete alphabetical listing of electors, in electronic format.
3. Actual costs for alphabetical listing by precinct.
4. Actual costs for election preparation, set-up and tabulation and processing charge.
5. Actual costs of building rental for set-up activities and VSPC.

6. Actual costs for election and mail ballot judges.

7. Actual costs of preparation and publication of all notices required by the Election Code.

8. Actual cost of preparing and printing the ballots.

9. Actual costs for all mailings.

10. Any other cost or expense shall be as mutually agreed to between the City and the County Clerk. Such agreement shall be in writing and signed by both parties in compliance with Section VI., Paragraph B. herein.

F. Within the time frames established by C.R.S. § 1-10-201, the City shall appoint two (2) members to serve on the Canvass Board. Clerk and Recorder shall be a member of the Canvass Board, as well as two (2) appointees of any other political subdivision that is participating in the election.

G. Provide a current, accurate map with a legal description of the City and its boundaries. In addition, the City shall provide necessary GIS data to reflect its current boundaries.

H. The City and its Designated Election Official shall cooperate with the Coordinated Election Official in the conduct of all dates and responsibilities of the Coordinated Election Official in the conduct of the election.

I. The City shall notify County Clerk in writing regarding actions City requests County Clerk to undertake when provisions of the City Code or Charter conflict with the Uniform Election Code.

J. The City shall be solely liable in the event the conduct of the Election does not conform with the City Charter or City Code.

K. UOCAVA Ballots. The City's Designated Election Official shall certify to the County Clerk the list of registered electors of the City covered by the federal Uniformed and Overseas Citizens Absentee Voting Act, P.L. 99-410, 52 U.S.C. §§ 20301-20311 (UOCAVA), by a date sufficient to enable the County Clerk to transmit UOCAVA ballots no later than September 19, 2026. If the County Clerk prints mailing labels from the list provided by the City, the City shall pay $0.05 per label.

L. ADA Compliance. The City will ensure access to City-maintained roads, sidewalks, and/or areas surrounding any Election Drop boxes and/or Voter Service Polling Centers which are located upon City-owned property, in compliance with all ADA requirements.

V. TERM/TERMINATION:

This Agreement is intended to apply to the November 3, 2026, election. The effective date of this Agreement is upon the signatures of the parties to this Agreement, except as to those activities mandated by statute, and shall automatically terminate on February 26, 2027, provided, however, that the County Clerk's record retention obligations provided in Section II., Paragraph M., shall survive termination.

VI. OTHER:

A. CANCELLATION OF ELECTION BY THE CITY:

In the event that the City, at some time after the effective date of this Agreement, resolves not to hold the election, then notice of such resolution shall be provided to the County Clerk immediately. The City shall promptly pay the County Clerk the full actual costs of the activities of the County Clerk, relating to the City's costs associated with the election, both before and after the County Clerk's receipt of such notice. The City shall publish notice, as defined in the Code, of such cancellation in at least two (2) newspapers of general circulation in Pueblo County. The County Clerk shall post notice of the cancellation in the Office of the County Clerk and the Contact Officer shall post notice of the cancellation on the official bulletin board located in the lobby of City Hall, #1 City Hall Place, Pueblo, CO 81003. The City shall not cancel the election after September 4, 2026. This section is not intended to affect nor apply to any charter amendment matter deemed cancelled pursuant to C.R.S. § 31-2-210(3.5).

B. This Agreement constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements, representation, and understandings between them. All duties, services, labor expenses, and costs needed or required in connection with this election that are attributable to the City, other than those specified above or by amendment to this Agreement, shall be provided by, and be the sole responsibility of, the City. No variation or modification of this Agreement and no waiver of any of the Agreement's provisions or conditions will be binding unless made in writing and signed by duly authorized owners, principals, or officers of the City and Pueblo County. This Agreement shall be construed and enforced according to the laws of the State of Colorado.

C. This Agreement shall be binding upon and inure to the benefit of the parties to it and their respective legal representatives, successors, and assigns. Any delegation or assignment of this Agreement by either party without the prior written consent of the other party shall be void. The subject headings of the paragraphs of this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of its provisions.

D. Except as set forth elsewhere in this paragraph, all notices to be given in this Agreement shall be made in writing and shall be sufficient if delivered personally due to the need for timely transmission of information to the other party at the following addresses:

Pueblo County Clerk and Recorder
Attention: Candace Rivera
Pueblo County Election Division 201 West Eighth Street, 7th Floor
Pueblo, CO 81003
719-583-4622

and

City of Pueblo
Attention: Clyde Bishop, City Clerk
1 City Hall Place
Pueblo, CO 81003
719-553-2669

E. CONFLICT OF AGREEMENT WITH LAW:

In the event that any provision of this Agreement conflicts with the Code or other statutory or regulatory law, this Agreement shall be modified to conform to such law. No subsequent resolution of the Board of County Commissioners or of the City shall impair the rights of the County Clerk or the City hereunder without the consent of the other party to this Agreement except as provided by Section V. herein.

F. TIME OF THE ESSENCE:

Time is of the essence of this Agreement. The statutory time requirements of the Code shall apply to the completion of the tasks required by this Agreement except as those time requirements are specifically modified in this Agreement as a result of the provisions in the City Charter.

G. GOOD FAITH:

The parties shall implement this Agreement in good faith including acting in good faith in all matters that require joint or coordinated action.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement effective the day and year first written above.

**ATTEST:**

By: _____
Clerk to the Board

**PUEBLO COUNTY, COLORADO**

By: _____
Chairman, Board of County Commissioners

Date: _____

**ATTEST:**

By: _____
City Clerk

**CITY OF PUEBLO,**
**A MUNICIPAL CORPORATION**

By: _____
Mayor

Date:_____

**APPROVED AS TO FORM:**

By: _____
City Attorney's Office

Date: _____

By: _____
Pueblo County Attorney's Office

Date: _____

**APPROVED AS TO CONTENT:**

By: _____
Pueblo County Clerk and Recorder

Date:_____

**Background Paper for Proposed Ordinance**

**COUNCIL MEETING DATE:** July 27, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Clyde Bishop, City Clerk

FROM: Eva Cosyleon, MPO Manager

SUBJECT: AN ORDINANCE ESTABLISHING 2027 PUEBLO RURAL TRANSPORTATION PLANNING (TP) PROJECT, TP2601, AND BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF $16,000 FOR SAID PROJECT

## SUMMARY:

This Ordinance establishes the State Fiscal Year (SFY) 2027 Pueblo Area Council of Governments (PACOG) Rural Transportation Planning Project, Project No. TP2601, and budgets and appropriates funds in the amount of $16,000 from the Pueblo Area Council of Governments (PACOG) received from the Colorado Department of Transportation (CDOT) State Planning and Research (SPR) funds.

## PREVIOUS COUNCIL ACTION:

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

## BACKGROUND:

The PACOG receives an annual award of funds from CDOT for Rural Transportation Planning and associated allowable expenses that provides $16,000 in SPR funds to PACOG for July 1, 2026 through June 30, 2027. The City and PACOG annually enter a delegation agreement that authorizes the City to complete the transportation planning tasks on behalf of PACOG and be reimbursed at 100% for eligible expenses. This Ordinance establishes the TP2601 Pueblo Rural Transportation Planning Project and budgets and appropriates funds in the amount of $16,000 allocated for PACOG to complete rural transportation planning services in compliance with the state requirements for the use of the SPR grant funds.

## FINANCIAL IMPLICATIONS:

Funds in the amount of $16,000 shall be budgeted and appropriated for the Pueblo Rural Transportation Planning Project. It is estimated that approximately two (2%) percent of the Project cost or approximately $320 in staff time from the Finance Department will be spent on the Project.

**BOARD/COMMISSION RECOMMENDATION:**

The State Planning and Research funding is included as a component of the Delegation Agreement between the City of Pueblo and PACOG and approved by Ordinance No. 11092 on December 22, 2025.

**STAKEHOLDER PROCESS:**

Not Applicable.

**ALTERNATIVES:**

If City Council does not approve this Ordinance, the CDOT funding will not be expended by the City's Urban Transportation Planning Division and funds for transportation planning outside of the urbanized area, and travel expenses for outside of Pueblo will not be reimbursed through these funds.

**RECOMMENDATION:**

Approval of the Ordinance.

**ATTACHMENTS:**

1. CDOT Purchase Order

ORDINANCE NO.

AN ORDINANCE ESTABLISHING 2027 PUEBLO RURAL TRANSPORTATION PLANNING (TP) PROJECT, TP2601, AND BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF $16,000 FOR SAID PROJECT

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

SECTION 1.

The 2027 Pueblo Rural Transportation Planning Project No. TP2601 is hereby established.

SECTION 2.

Funds in the amount of $16,000 from the State Fiscal Year (SFY) 2027 Pueblo Area Council of Governments (PACOG) State Planning and Research funds as authorized in the 2026 City and PACOG Delegation Agreement approved by Ordinance No. 11092 on December 22, 2025 are hereby budgeted and appropriated for said Project.

SECTION 3.

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

SECTION 4.

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

**Action by City Council:**

Introduced and initial adoption of Ordinance by City Council on July 13, 2026.

Final adoption of Ordinance by City Council on July 27, 2026.

_____
President of City Council

**Action by the Mayor:**

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

_____
Mayor

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

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

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

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

_____
President of City Council

ATTEST

_____
City Clerk

Colorado Dept of Transportation
2829 W. Howard Place
Denver CO 80204

**Buyer:** Natalie Martinez
**Phone Number:**
**Agency Contact:** Kathleen Collins
**Phone Number:** 303-757-9434

**DATE:** 06/01/2026

**IMPORTANT**
The PO# and Line# must appear on all invoices, packing slips, cartons and correspondence

# Purchase Order
**State of Colorado**

**PO#** 411045027
**Award#:**
**BID#:**



**Vendor Master#:** 2000241
**Phone:** 719-225-0460
**Vendor Contact:** LOUELLA SALAZAR

VENDOR
PUEBLO AREA COUNCIL OF GOVERNMENTS
201 W 8TH STREET SUITE 110
PUEBLO CO 81003

**Invoice TO:**

**Payment will be made by this agency**

**Ship TO:** Colorado Dept of Transportation
2829 W. Howard Place
Denver CO 80204

**Delivery/Installation Date:** 06/30/2027
**PO Expiration Date:** 06/30/2027

**INSTRUCTIONS TO VENDOR**

1. If for any reason, delivery of this order is delayed beyond the delivery/Installation date shown, please notify the agency contact named at the top left (Right of cancellation is reserved in instances in which timely delivery is not made). 2. All chemicals, equipment and materials must conform to the standards required by OSHA. 3. NOTE: Additional terms and conditions on reverse side or at address shown in Special Instructions.

**SPECIAL INSTRUCTIONS**

| LINE | PRODUCT NUMBER / PRODUCT CATEGORY / DESCRIPTION | UOM / PLANT | QUANTITY | UNIT COST | TOTAL ITEM COST |
|---|---|---|---|---|---|
| 00001 | 96287<br>RPA PACOG | AU<br>7001 | 16,000.00<br>0 | 1.00 | 16,000.00 |

**DOCUMENT TOTAL:** 16,000.00

**THIS PO IS ISSUED IN ACCORDANCE WITH STATE AND FEDERAL REGULATIONS**
https://osc.colorado.gov/spco/central-contracts-unit/purchase-order-terms-conditions
DP-01 (R-02/06)

FOR THE STATE OF COLORADO

Authorized Signature Date

Signature not required if PO transmitted electronically.

## RURAL PLANNING WORK PROGRAM

Pueblo Area Regional Planning Commission (RPC) and Transportation Planning Region (TPR)

**AMOUNT NOT TO EXCEED: *$16,000***

Designated Contacts for TPR:

For the purpose of this Purchase order, Kathleen Collins is hereby designated representative of the State and Eva Cosyleon is hereby designated representative of Pueblo Area Council of Governments (a.k.a. Vendor), fiscal entity for the Pueblo Area TPR. The Vendor's representative (or Administrator) is responsible for providing the TPR's Representative and Alternate(s) to the State Transportation Advisory Committee (STAC) with copies of this Scope of Work, so they are aware of the tasks for which the TPR is responsible and related eligible expenses. Either party may from time to time designate in writing new or substitute representatives including new or substitute addresses where notices shall be sent. All notices required to be given by the parties hereunder shall be sent by US mail (certified, registered or regular postal) to the individuals at the addresses set forth below:

To CDOT:
Kathleen Collins
DTD Statewide & Regional Planning Section
Colorado Department of Transportation
2829 W. Howard Place, 3rd Floor
Denver, CO 80204

To STAC Representative:
Ted Hernandez
City of Pueblo Councilman
1 City Hall Place
Pueblo, CO 81003

To the Vendor/Contract Administrator:
Eva Cosyleon, MPO Manager
PACOG/Pueblo MPO
101 W Riverwalk - 2nd Floor
Pueblo, CO 81003

### REQUIREMENTS

Conforming to the standards set forth in Sections IV, V, VI, VII and VIII of 2 CCR 601-22 (the Rules) for the expenditure standards of State Planning and Research (SPR) funds during the Program Period (beginning July 1 of the issuing year and expiring June 30 of the ending year), the Vendor shall cooperatively undertake the activities related to the statewide and regional transportation planning process to perform the tasks identified in the Scope of Work herein.
The State and FHWA are specifically authorized to review and inspect, at all reasonable times, all such records, including all technical and financial aspects of the tasks described in the Scope of Work. The

State will arrange such reviews and inspections with monitoring to be done no more than quarterly. The State reserves the right to a mid-year review of the cost data and other progress associated with the tasks. The State will provide at least one week's notice of the date and time for any meeting to discuss said review.

The Vendor shall assure that SPR funds spent during the Program Period are for activities directly related to the statewide and regional transportation planning process as articulated in the tasks section of the Scope of Work. Throughout the duration, all activities must be in accordance with all applicable State and Federal requirements and within the terms and conditions of this purchase order.

The State has the right to disallow any costs incurred by the Vendor which are inconsistent with or not in compliance with the authorized tasks of the Scope of Work. Prior approval must be obtained in writing from the State's designated representative for any expenses not explicitly authorized in the tasks section below.

All requests for reimbursement shall include documentation of all expenditures in accordance with 2 CFR 200, 49 CFR Part 18, 23 CFR 420 and the attached Scope of Work Guidance. The attached Rural Planning Assistance Contract Reimbursement Request Form must be filled out in its entirety and include specific tasks and the date the tasks were performed.

**Requests for reimbursement for the expenditure of funds must be submitted to the State at least quarterly.** Pursuant to 49 CFR 18.41, grantees are required to submit invoices on at least a quarterly basis and within 30 days of the close of each billing period. Vendors may elect to submit invoices on a more frequent basis, but at a minimum, invoices must be submitted no less frequent than the billing schedule below:

| Quarter | End Date | Billing Due Date |
|---|---|---|
| 1st (beginning July 1, 2026) | September 30, 2026 | October 30, 2026 |
| 2nd (beginning October 1, 2026) | December 31, 2026 | January 31, 2027 |
| 3rd (beginning January 1, 2027) | March 31, 2027 | April 30, 2027 |
| 4th (beginning April 1, 2027) | June 30, 2027 | July 30, 2027 |

**Final billings are due to the State by September 30. Upon the expiration of this purchase order, all unclaimed funds will revert to the State, and will not carry forward into the next year.**

To assure SPR funds conform with the tasks of the Scope, pursuant to 49 CFR 18.42, the Vendor shall maintain a complete file of all records, communications, and other written materials which pertain to the performance and cost of services for the duration of this purchase order and further such period (up to three years) as may be necessary to resolve all financial matters. The Vendor shall permit the State, FHWA or the Comptroller General of the United States to audit and/or inspect Vendor's records pertaining to the services of this purchase order for the specified period to evaluate Vendor's performance assuring compliance with the terms and conditions hereof. Copies of these records shall be furnished, if requested, to the State, FHWA, or the Comptroller General. The Vendor shall include this record keeping/audit requirement in any purchase order with any consultant who performs tasks, by expressly requiring the consultant, and/or other agencies, to comply with this requirement.

All reports pertaining to the performance of this purchase order shall be reviewed and approved

pursuant to the procedures established under 2 CCR 601-22, but no report will be published without the prior approval of FHWA. Any published material shall acknowledge the participation of the State and the FHWA in recognition of the cooperative nature of the statewide transportation planning process, for example, “FUNDED BY THE FHWA AND THE FTA”. Published materials include any non-internal documents, reports, maps, photographs, computer software or like materials that are intended to be viewed by those outside of FTA, FHWA, CDOT and the TPR.

Vendor shall take responsibility to ensure the fulfillment of the Scope of Work and take all reasonable steps to obtain the necessary staff, or consultant services, required to carry out all tasks described and identified in the Scope and this section. The selection for consultant services, pursuant to 49 CFR 18.36, shall be in compliance with all federal procurement requirements. In addition, any Request for Proposal (RFP) used by the Vendor to secure consultant services must be reviewed and approved by the State prior to release. The Vendor shall obtain written authorization from the State before executing any contract for consultant services, which utilizes SPR funds.

## SCOPE OF WORK

The purpose of the Scope of Work is to present procedures for the statewide and regional transportation planning process within the TPRs. If you have any questions, please contact your MPO & Regional Planning Liaison.

The following tasks are incorporated herein to describe the work program for the continuation of the statewide and regional transportation planning process within the TPRs. The purpose of the work is to implement the provisions of C.R.S. § 43-1-1101 et seq. and Rules and Regulations for the Statewide Transportation Planning Process and the Transportation Planning Regions, 2 CCR 601–22 (The Rules). **The primary intended use for these funds are described in tasks 1 and 2, which include the regular activities of the TPR. Secondary intended uses are described in tasks 3-6 which may occur periodically throughout the planning cycle.**

TPR designated STAC representatives and alternates are eligible for reimbursement of allowable travel expenses related to the tasks listed below. Eligible expenses may include, but are not limited to, transportation, lodging, and meals as per State Travel Policy and applicable CDOT procedural directives. CDOT will provide a travel reimbursement form to document the aforementioned expenses. In lieu of submitting a signed CDOT travel reimbursement form, TPRs may submit alternate signed travel documentation, as long as it provides the same information as required in the CDOT form.

### PRIMARY TASKS

### 1 – *Participation in the Statewide Transportation Advisory Committee (STAC)*

The TPR shall have a designated representative to carry out the duties of the STAC pursuant to C.R.S. § 43-1-1104 (STAC Responsibilities) as amended, and Section V. of the Rules. The TPR shall also designate a STAC Alternate to attend regularly scheduled meetings and carry out these duties if the designated representative is unable or unavailable.

STAC representatives shall attend monthly STAC meetings, as well as other official STAC events. A STAC representative's duties include, but are not limited to:

1. Serving as the communication liaison between the Department, the STAC and the members of the TPR and constituents.

2. Providing advice to the Department on the needs of the transportation system.

3. Reviewing and commenting on updates and amendments to the Regional and Statewide Transportation Plans.

4. Providing assistance in resolving transportation related conflicts which arise between TPRs, or between the Department and a TPR.

5. Making recommendations to the Department concerning the integration and consolidation of Regional Transportation Plans (RTPs) into the Statewide Transportation Plan.

6. Furnishing regional perspectives on transportation problems requiring statewide solutions.

7. Providing advice and comment on TPR boundaries.

**2 –** ***Provide Opportunities for Public Participation in TPR Meetings***

**Please reference Section VI (Public Participation Rules) of 2 CCR 601-22 (The Rules), which includes specific public participation provisions required in the transportation planning process.**

The TPR shall work in cooperation with CDOT in carrying out the requirements for public participation as described in The Rules and Title 23 CFR Part 450 of the federal regulations. Public participation shall include, but not be limited to:

1. Providing a proactive process that allows the public the opportunity to participate in the transportation planning process. The process shall provide a mechanism for public perspective, ideas and needs to be incorporated into the planning process, developing the public's understanding of the problems and opportunities facing the transportation system.

2. Conducting meetings, transportation forums, open houses or other means of public meetings for the purpose of providing information about transportation issues, receiving comments, consideration and response to public input and building consensus on transportation priorities. The TPR shall record the proceedings of meetings, forums and other public meetings concerning transportation in their TPR and make those notes available to the TPR constituency, especially interested parties unable to attend the meetings.

3. Providing mailings, either electronic or regular, containing information about transportation issues. The TPR shall maintain a mailing list of all known parties interested in transportation planning in the TPR including but not limited to: elected officials, municipal and county planning staffs, affected public agencies, local state and federal agencies eligible for federal and state

transportation funds, local representatives of public transportation agency employees and users, freight shippers and providers of freight transportation services, private transportation providers, representatives of alternative transportation mode users, such as pedestrian walkways and bicycle transportation facilities; representatives of the disabled, private industry, environmental and other interested groups, Indian tribal governments and the US Secretary of the Interior when tribal lands are involved, representatives of persons or groups that may be underserved by existing transportation systems such as minority, low-income and disabled populations; and members of the general public.

4. Utilizing available media opportunities to provide timely notice of planning related activities; this includes, but is not limited to, electronic mail, newspapers, social media and other means.

**SECONDARY TASKS**

**3 – *Long-Range Regional Transportation Plan (RTP)***

Continue efforts to update and/or maintain the Regional Transportation Plan (RTP) and maintain up to date and relevant distribution lists, etc. The TPR shall work in conjunction with the Department and its consultants to develop new RTPs.

**4 – *Regional Transportation Plan Amendments***

Federal and State legislation altering the transportation planning factors upon which the RTP is based may change the TPR's corridor priority recommendations to the Department and require amending the RTP. The TPR shall amend the RTP as necessary to make additions or deletions on review and analysis of the RTP to insure successful implementation throughout the Statewide Transportation Plan, pursuant to Section VIII of the Rules for the Statewide Planning Process (2 CCR 601-22).

**5 – *Development and Amendment of the Statewide Transportation Improvement Program (STIP)***

The TPR will undertake activities and meetings necessary to participate in and provide input on the update (at least every four years) of the Statewide Transportation Improvement Program (STIP), and to review and comment on proposed policy amendments to the STIP, as needed.

To update the STIP, TPR representatives meet with their appropriate CDOT Engineering Region(s) and Transportation Commissioner(s) to cooperate in the project prioritization process within that CDOT Engineering Region. Additional information on the STIP development process is available in the *Project Priority Programming Process (4P) and STIP Development Guidelines* available at: https://www.codot.gov/programs/planning/transportation-plans-and-studies/stip

Whenever a policy amendment is proposed for the STIP, the TPR shall review and comment on the proposed amendment. The STIP amendment review process is as follows:

1. The CDOT Office of Financial Management and Budget (OFMB) will post notice of the proposed STIP amendment on the CDOT website for a 30 day review and comment period.

2. The TPR needs to determine if the policy amendment is of such significance as to establish a meeting within the 30 day comment period if a meeting is not already scheduled, or discuss the amendment at an already scheduled meeting within the 30 day review and comment period to provide for public input.

3. The TPR may elect to not hold a meeting or not discuss the proposed amendment if the RPC determines that the amendment is not significant enough to require such action.

4. The TPR should post the notice of proposed STIP amendment, if it has an office and a public place for posting such notices.

5. Comments on the proposed amendment need to be received within the 30 day review period via the CDOT website or by direct mail to the CDOT Chief Financial Officer.

**6 –** ***Long-Range Statewide Transportation Plan***

In conjunction with its RTP, the TPR will provide input and advice on the development of the Statewide Transportation Plan. Duties include but are not limited to:

1. Providing input on the integration and consolidation of RTPs with the Statewide Transportation Plan.

2. Reviewing and providing comment, through the STAC representative, on elements of the Statewide Transportation Plan, including drafts of the Statewide Transportation Plan, and the final Statewide Transportation Plan pursuant to C.R.S. § 43-1-1101 through 1105 and U.S.C. Section 135 Title 23.

**Background Paper for Proposed Ordinance**

**COUNCIL MEETING DATE:** July 27, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Clyde Bishop, City Clerk

FROM: Chris Noeller, Chief of Police

SUBJECT: AN ORDINANCE APPROVING AND ACCEPTING A GRANT AWARD LETTER AND APPLICABLE CONDITIONS PERTAINING THERETO WITH THE COLORADO DIVISION OF CRIMINAL JUSTICE, IN THE AMOUNT OF $275,384, FROM JANUARY 1ST, 2026, THROUGH DECEMBER 31ST, 2026, AND BUDGETING AND APPROPRIATING FUNDS INTO PROJECT NUMBER PS2509, AND RATIFYING THE MAYOR'S EXECUTION OF SAME

## SUMMARY:

The Colorado Division of Criminal Justice has informed the Pueblo Police Department that funds are available to create, sustain, or expand Co-Responder Programs. This grant covers the period from January 1, 2026, through December 31, 2026.

## PREVIOUS COUNCIL ACTION:

Previous grants of this nature have routinely been approved each year.

## BACKGROUND:

This Ordinance, if approved will allow the City of Pueblo to sustain the Crisis Intervention Team (CIT), a co-responder team for people in crisis situations. CIT is a partnership between the City of Pueblo Police Department and Health Solutions, merging the professional expertise of the police and behavioral health fields to improve the experiences and outcomes of persons in crisis. This total reflects salary and benefits for 3 full-time clinicians. A Byrne SCIP award will be a transformative investment to deflect, redirect, or otherwise prevent people with behavioral health needs from the criminal justice system and into appropriate treatment. Equally important, it will significantly increase the resources of Pueblo Police to respond to criminal activity.

## FINANCIAL IMPLICATIONS:

This grant will require staff time for project management and reporting. This grant also pays 100% of eligible expenses and requires no grant match.

**BOARD/COMMISSION RECOMMENDATION:**

None.

**STAKEHOLDER PROCESS:**

There is no stakeholder process required for this grant.

**ALTERNATIVES:**

Decline the grant offer.

**RECOMMENDATION:**

Approval of the Ordinance.

**ATTACHMENTS:**

1. 2024-SC-25-866__2024_SCIP_Grant_City_of_Puebl

ORDINANCE NO.

AN ORDINANCE APPROVING AND ACCEPTING A GRANT AWARD LETTER AND APPLICABLE CONDITIONS PERTAINING THERETO WITH THE COLORADO DIVISION OF CRIMINAL JUSTICE, IN THE AMOUNT OF $275,384, FROM JANUARY 1ST, 2026, THROUGH DECEMBER 31ST, 2026, AND BUDGETING AND APPROPRIATING FUNDS INTO PROJECT NUMBER PS2509, AND RATIFYING THE MAYOR'S EXECUTION OF SAME

WHEREAS, the City Council of Pueblo has the authority on behalf of the City of Pueblo, including its Police Department, to accept funding from the State of Colorado for public and municipal purposes; and

WHEREAS, the Colorado Division of Criminal Justice has tendered an Award Letter and Contract (the “Grant Award”) funding in an initial amount of $275,384 upon conditions recited therein or incorporated therein by reference;

WHEREAS, the State of Colorado has made additional awards of funds in the past under previous grant awards and the Pueblo Police Department anticipates the award of additional funds in the future pursuant to this agreement if the same are made available by the State; and

WHEREAS, the Mayor executed the Grant Award on behalf of the City on December 15, 2025, prior to approval of this Ordinance, and ratification and confirmation of that execution is in the best interest of the City; and

WHEREAS, acceptance of the funding for the purposes for which it has been made is in the best interest of the City and will benefit the health, welfare, and safety of the citizens of the City; NOW THEREFORE,

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

SECTION 1.

The Grant Award between the City of Pueblo, a Colorado Municipal Corporation, and the Colorado Division of Criminal Justice, a true copy of which is attached hereto, having been approved as to form by the City Attorney, is hereby approved and accepted in accordance with its terms and conditions.

SECTION 2.

The execution of the Signature Page of the Grant Award by the Mayor on December 15, 2025, in the name of and on behalf of the City, is hereby ratified, approved, and confirmed. The City Clerk shall attest this Ordinance and affix the Seal of the City.

SECTION 3.

The Police Department is empowered to apply for additional grant awards pursuant to this grant award as those funds are made available by the State.

SECTION 4.

All current and future funds accepted under this Ordinance shall be budgeted and appropriated into project number PS2509 by the Finance Department. Said funds shall only be expended and used for this project.

SECTION 5.

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

SECTION 6.

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

**Action by City Council:**

Introduced and initial adoption of Ordinance by City Council on July 13, 2026.

Final adoption of Ordinance by City Council on July 27, 2026.

_____
President of City Council

**Action by the Mayor:**

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

_____
Mayor

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

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

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

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

_____
President of City Council

ATTEST

_____
City Clerk

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# Grant Award Letter
# Intergovernmental Grant Agreement
## Cover Page

**State Agency**
Department of Public Safety, Division of Criminal Justice

**Grantee**
City of Pueblo

**Grantee UEI**
NJK3BNUDRHJ7

**Is this Award for Research and Development (R&D)?** No

**Grant Number**
2024-SC-25-866

**Grant Issuance Date**
01/01/2026

**Grant Expiration Date**
12/31/2026

**Fund Expenditure End Date**
12/31/2026

**Grant Amount**
$ 275,384

**Agreement Authority –**
The Division of Criminal Justice is authorized to disburse these funds by Colorado Revised Statute 24-33.503 and 507.

**Project Summary**
The City of Pueblo Police Department (PPD) seeks funding to sustain its Crisis Intervention Team (CIT), a co-responder team that uses best practices to assist law enforcement responding to the needs of people with behavioral health disorders. The project's primary objective is to de-escalate situations through communication and crisis intervention techniques, reducing the need for arrests. The Co-Responder model provides an opportunity for individuals experiencing a behavioral health crisis to improve their interaction with PPD while receiving mental health care that peace officers cannot provide. By diverting individuals from the criminal justice system, the project will alleviate pressure on courts, jails, emergency departments and avoid unnecessary costs – financial and human.

**Grant Purpose**
The purpose of the Byrne State Crisis Intervention Program is to provide funding for the creation and implementation of crisis intervention court proceedings, extreme risk protection order programs or initiatives, and related gun violence reduction programs or initiatives. The Justice Assistance Grant Board recommended grantee for a subaward after a public announcement of available funds and competitive solicitation process. The Bureau of Justice Assistance subsequently authorized this subaward.

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

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1. Exhibit A, Sample Option Letter
2. Exhibit B, Grant Requirements
3. Exhibit C, Special Conditions
4. Exhibit D, Statement of Work
5. Exhibit E, Budget
6. Exhibit F, Federal Provisions

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

1. Exhibit F, Federal Provisions
2. Exhibit C, Special Conditions
3. Colorado Special Provisions in **§18** of the main body of this Agreement.
4. The provisions of the other sections of the main body of this Agreement.
5. Exhibit B, Grant Requirements
6. Exhibit D, Statement of Work
7. Exhibit E, Budget

**Principal Representatives**

**For the State:**
Matthew M. Lunn, PhD, Director
Division of Criminal Justice
Department of Public Safety
700 Kipling Street, Suite 1000
Denver, Colorado 80215-5897
Matthew.Lunn@state.co.us

**For Grantee:**
Heather Graham, Mayor
City of Pueblo
1 City Hall Place
Pueblo, CO 81003
hgraham@pueblo.us

**Federal Award(s) Applicable to This Grant Award**

SCIP 2024
Federal Award Office: U.S. Department of Justice (US DOJ), Bureau of Justice Assistance
Federal Grant Program Name: Edward Byrne Justice Assistance Grant (JAG)
Federal Assistance Listing #: 16.738
Federal Award Number: 15PBJA-24-GG-02890-BSCI
Federal Award Date: September 26, 2024
Federal Statutory Authority: Bipartisan Safer Communities Supplemental Appropriations Act, 2022 (Pub. L. No. 117-159, 136 Stat. 1313, 1339);
28 U.S.C. 530C
Total Amount of Federal Award (this is not the amount of this grant agreement): $2,650,316.00

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## Signature Page

The Signatories Listed Below Authorize this Grant

**Grantee**

City of Pueblo

Signed by:
3A85950B7BCA462...

By: Heather Graham, Mayor

Date: 12/15/2025 | 4:46:42 PM MST

**State of Colorado**

Jared S. Polis, Governor
Department of Public Safety
Stan Hilkey, Executive Director

Signed by:
8C8341EFA6124C4...

By: Matthew M. Lunn, PhD, Director, Division of Criminal Justice

Date: 12/16/2025 | 8:06:59 PM PST

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

**State Controller**

Robert Jaros, CPA, MBA, JD

DocuSigned by:
Lyndsay Clelland
363D680603F0405...

By: Lyndsay J. Clelland, Grant Coordinator, Division of Criminal Justice

Date 12/17/2025 | 8:02:13 PM MST

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**1. Grant**

As of the Grant Issuance Date, the State Agency shown on the first page of this Grant Award Letter (the "State") hereby obligates and awards to Grantee shown on the first page of this Grant Award Letter (the "Grantee") an award of Grant Funds in the amounts shown on the first page of this Grant Award Letter. By accepting the Grant Funds provided under this Grant Award Letter, Grantee agrees to comply with the terms and conditions of this Grant Award Letter and requirements and provisions of all Exhibits to this Grant Award Letter.

**2. Term**

A. Initial Grant Term and Extension

The Parties' respective performances under this Grant Award Letter shall commence on the Grant Issuance Date and shall terminate on the Grant Expiration Date unless sooner terminated or further extended in accordance with the terms of this Grant Award Letter. Upon request of Grantee, the State may, in its sole discretion, extend the term of this Grant Award Letter by providing Grantee with an updated Grant Award Letter showing the new Grant Expiration Date, or issue a grant modification in accordance with **§17.D.**

B. Early Termination in the Public Interest

The State is entering into this Grant Award Letter to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Grant Award Letter ceases to further the public interest of the State or if State, Federal or other funds used for this Grant Award Letter are not appropriated, or otherwise become unavailable to fund this Grant Award Letter, the State, in its discretion, may terminate this Grant Award Letter in whole or in part by providing written notice to Grantee that includes, to the extent practicable, the public interest justification for the termination. If the State terminates this Grant Award Letter in the public interest, the State shall pay Grantee an amount equal to the percentage of the total reimbursement payable under this Grant Award Letter that corresponds to the percentage of Work satisfactorily completed, as determined by the State, less payments previously made.

C. Grantee's Termination Under Federal Requirements

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

**3. Definitions**

The following terms shall be construed and interpreted as follows:

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

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

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C. **"Breach of Agreement"** means the failure of a Party to perform any of its obligations in accordance with this Agreement, in whole or in part or in a timely or satisfactory manner. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Grantee, or the appointment of a receiver or similar officer for Grantee or any of its property, which is not vacated or fully stayed within 30 days after the institution of such proceeding, shall also constitute a breach. If Grantee is debarred or suspended under §24-109-105, C.R.S. at any time during the term of this Agreement, then such debarment or suspension shall constitute a breach.

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

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

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

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

H. **"Cost Sharing"** means a portion of project costs not paid under this Subaward. This includes match which refers to required levels of cost share that must be provided (2 CFR 200.306)

I. **"Grant Award Letter"** means this letter which offers Grant Funds to Grantee, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future updates thereto.

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

K. **"Grant Expiration Date"** means the Grant Expiration Date shown on the first page of this Grant Award Letter.

L. **"Grant Issuance Date"** means the Grant Issuance Date shown on the first page of this Grant Award Letter.

M. **"Exhibits"** exhibits and attachments included with this Grant as shown on the first page of this Grant

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

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

P. **"Federal Awarding Agency"** means a Federal agency providing a Federal Award to a Recipient. The Federal agency for this Agreement may be found in the Federal Award(s) Applicable to This Grant Award section of this Agreement, and is the Federal Awarding Agency for the Federal Award which is the subject of this Grant.

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Q. **"Goods"** means any movable material acquired, produced, or delivered by Grantee as set forth in this Grant Award Letter and shall include any movable material acquired, produced, or delivered by Grantee in connection with the Services.

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

S. **"Initial Term"** means the time period between the Grant Issuance Date and the Grant Expiration Date.

T. **"Party"** means the State or Grantee, and "Parties" means both the State and Grantee.

U. **"PCI"** means payment card information including any data related to credit card holders' names, credit card numbers, or the other credit card information as may be protected by state or federal law.

V. **"PII"** means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. PII includes, but is not limited to, all information defined as personally identifiable information in §§24-72-501 and 24-73-101 C.R.S. "PII" shall also mean "personal identifying information" as set forth at § 24-74-102, et. seq., C.R.S.

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

X. **"Recipient"** means the State Agency shown on the first page of this Grant Award Letter, for the purposes of the Federal Award.

Y. **"Services"** means the services to be performed by Grantee as set forth in this Grant Award Letter, and shall include any services to be rendered by Grantee in connection with the Goods.

Z. **"State Confidential Information"** means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to, PII, PHI, PCI, Tax Information, CJI, and State personnel records not subject to disclosure under CORA. State Confidential Information shall not include information or data concerning individuals that is not deemed confidential but nevertheless belongs to the State, which has been communicated, furnished, or disclosed by the State to Grantee which (i) is subject to disclosure pursuant to CORA; (ii) is already known to Grantee without restrictions at the time of its disclosure to Grantee; (iii) is or subsequently becomes publicly available without breach of any obligation owed by Grantee to the State; (iv) is disclosed to Grantee, without confidentiality obligations, by

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a third party who has the right to disclose such information; or (v) was independently developed without reliance on any State Confidential Information.

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

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

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

DD. **"Sub-Award"** means this grant by the State (a Recipient) to Grantee (a Subrecipient) funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to this Sub-Award unless the terms and conditions of the Federal Award specifically indicate otherwise.

EE. **"Subcontractor"** means third-parties, if any, engaged by Grantee to aid in performance of the Work. This establishes a procurement relationship. The subcontractor provides goods or services for the benefit of the purchaser.

FF. **"Subgrantee"** means third-parties, if any, engaged by Grantee to aid in performance of the Work. This establishes a grant relationship. The beneficiary, not the purchaser, receives benefit from the work. A subgrantee receiving federal grant funds is also called a subrecipient. There may be multiple tiers of subgrantees/subrecipients that do not include procurement transactions.

GG. **"Subrecipient"** means an entity that receives a Sub-Award from a pass-through entity to carry out part of a Federal award., The term subrecipient does not a beneficiary or participant. A Subrecipient may also be a recipient of other Federal Awards directly from a Federal Awarding Agency. For the purposes of this Grant, Grantee is a Subrecipient.

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

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

JJ. **"Work"** means the delivery of the Goods and performance of the Services described in this Grant Award Letter.

KK. **"Work Product"** means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, and any other results of

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the Work. "Work Product" does not include any material that was developed prior to the Grant Issuance Date that is used, without modification, in the performance of the Work.

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

**4. Statement of Work**

Grantee shall complete the Work as described in this Grant Award Letter and in accordance with the provisions of **Exhibit D**. The State shall have no liability to compensate or reimburse Grantee for the delivery of any goods or the performance of any services that are not specifically set forth in this Grant Award Letter.

**5. Payments to Grantee**

A. Maximum Amount

Payments to Grantee are limited to the unpaid, obligated balance of the Grant Funds. The State shall not pay Grantee any amount under this Grant that exceeds the Grant Amount shown on the first page of this Grant Award Letter. Financial obligations of the State payable after the current State Fiscal Year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available. The State shall not be liable to pay or reimburse Grantee for any Work performed or expense incurred before the Grant Issuance Date or after the Grant Expiration Date; provided, however, that Work performed and expenses incurred by Grantee before the Grant Issuance Date that are chargeable to an active Federal Award may be submitted for reimbursement as permitted by the terms of the Federal Award.

B. Federal Recovery

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

C. Reimbursement of Grantee Costs

Upon prior written approval, the State shall reimburse Grantee's allowable costs, not exceeding the maximum total amount described in this Grant Award Letter for all allowable costs described in this Grant Award Letter and shown in the Budget, except that Grantee may adjust the amounts between each line item of the Budget without formal modification to this Agreement as long as the Grantee provides notice to and written approval from the State in the form of a DCJ Form 4-A, the change does not modify the total maximum amount of this Grant Award Letter or the maximum amount for any state fiscal year, and the change does not modify any requirements of the Work. The State shall reimburse Grantee for the Federal share of properly documented allowable costs related to the Work after the State's review and approval thereof, subject to the provisions of this Grant. The State shall only reimburse allowable costs if those costs are: **(i)** reasonable and necessary to accomplish the Work and for the Goods and Services provided; and **(ii)** equal to the actual net cost to Grantee (i.e. the price paid minus any items of value received by Grantee that reduce the cost actually incurred).

D. Close-Out.

Grantee shall close out this Grant within 45 days after the Grant Expiration Date. To complete close out, Grantee shall submit to the State all deliverables (including

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documentation) as defined in this Grant Award Letter and Grantee's final reimbursement request or invoice. The State will withhold payment of allowable costs until all final documentation has been submitted and accepted by the State as substantially complete. If the Federal Awarding Agency has not closed this Federal Award within 1 year and 90 days after the Grant Expiration Date due to Grantee's failure to submit required documentation, then Grantee may be prohibited from applying for new Federal Awards through the State until such documentation is submitted and accepted.

E. Matching Funds

Grantee shall provide the Local Match Amount shown on the first page of this Grant Award Letter and described in **Exhibit E** , if applicable. Grantee's obligation to pay all or part of any matching funds, whether direct or contingent, only extends to funds duly and lawfully appropriated for the purpose of this Agreement by the authorized representatives of Grantee. Grantee shall appropriate and allocate all Local Match Amounts to the purpose of this Grant Award Letter. Grantee does not by accepting this Grant Award Letter irrevocably pledge present cash reserves for payments in future fiscal years, and this Grant Award Letter is not intended to create a multiple-fiscal year debt of Grantee. Grantee shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by Grantee's laws or policies.

**6. Reporting - Notification**

A. Quarterly Reports

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

B. Performance and Final Status

Grantee shall submit all financial, performance and other reports to the State no later than the end of the close out described in **§5.D**, containing an evaluation and review of Grantee's performance and the final status of Grantee's obligations hereunder.

C. Violations Reporting

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

**7. Grantee Records**

A. Maintenance and Inspection

Grantee shall make, keep, and maintain, all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to this Grant for a period of three years following the completion of the close out of this Grant. Grantee shall permit the State to audit, inspect, examine, excerpt, copy and transcribe all such records during normal business hours at Grantee's office or place

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of business, unless the State determines that an audit or inspection is required without notice at a different time to protect the interests of the State. If any litigation, claim, or audit related to this Award starts before expiration of the Record Retention Period, the Record Retention Period shall extend until all litigation, claims, or audit findings have been resolved and final action taken by the State. A cognizant agency for audit, oversight or indirect costs, and the State, may notify Grantee in writing that the Record Retention Period shall be extended. For records for real property and equipment, the Record Retention Period shall extend three years following final disposition of such property.

B. Monitoring

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

C. Final Audit Report

Grantee shall promptly submit to the State a copy of any final audit report of an audit performed on Grantee's records that relates to or affects this Grant or the Work, whether the audit is conducted by Grantee or a third party. Additionally, if Grantee is required to perform a single audit under 2 CFR 200.501, *et seq.*, then Grantee shall submit a copy of the results of that audit to the State within the same timelines as the submission to the federal government.

**8. Confidential Information-State Records**

A. Confidentiality

Grantee shall hold and maintain, and cause all Subgrantees and Subcontractors to hold and maintain, any and all State Records that the State provides or makes available to Grantee for the sole and exclusive benefit of the State, unless those State Records are otherwise publicly available at the time of disclosure or are subject to disclosure by Grantee under CORA. Grantee shall not, without prior written approval of the State, use for Grantee's own benefit, publish, copy, or otherwise disclose to any third party, or permit the use by any third party for its benefit or to the detriment of the State, any State Records, except as otherwise stated in this Grant Award Letter. Grantee shall provide for the security of all State Confidential Information in accordance with all policies promulgated by the Colorado Office of Information Security and all applicable laws, rules, policies, publications, and guidelines. If Grantee or any of its Subcontractors or Subgrantees will or may receive the following types of data, Grantee or its Subcontractors or Subgrantees shall provide for the security of such data according to the following: **(i)** the most recently promulgated IRS Publication 1075 for all Tax Information and in accordance with the Safeguarding Requirements for Federal Tax Information attached to this Grant as an Exhibit, if applicable, **(ii)** the most recently updated PCI Data Security Standard from the PCI Security Standards Council for all PCI, **(iii)** the most recently issued

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version of the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy for all CJI, and **(iv)** the federal Health Insurance Portability and Accountability Act for all PHI and the HIPAA Business Associate Agreement attached to this Grant, if applicable. Grantee shall immediately forward any request or demand for State Records to the State's principal representative.

B. Other Entity Access and Nondisclosure Agreements

Grantee may provide State Records to its agents, employees, assigns, Subgrantees and Subcontractors as necessary to perform the Work, but shall restrict access to State Confidential Information to those agents, employees, assigns, Subgrantees and Subcontractors who require access to perform their obligations under this Grant Award Letter. Grantee shall ensure all such agents, employees, assigns, Subgrantees and Subcontractors sign nondisclosure agreements with provisions at least as protective as those in this Grant, and that the nondisclosure agreements are in force at all times the agent, employee, assign, Subgrantees or Subcontractor has access to any State Confidential Information. Grantee shall provide copies of those signed nondisclosure restrictions to the State upon request.

C. Use, Security, and Retention

Grantee shall use, hold and maintain State Confidential Information in compliance with any and all applicable laws and regulations in facilities located within the United States, and shall maintain a secure environment that ensures confidentiality of all State Confidential Information wherever located. Grantee shall provide the State with access, subject to Grantee's reasonable security requirements, for purposes of inspecting and monitoring access and use of State Confidential Information and evaluating security control effectiveness. Upon the expiration or termination of this Grant, Grantee shall return State Records provided to Grantee or destroy such State Records and certify to the State that it has done so, as directed by the State. If Grantee is prevented by law or regulation from returning or destroying State Confidential Information, Grantee warrants it will guarantee the confidentiality of, and cease to use, such State Confidential Information.

D. Incident Notice and Remediation

If Grantee becomes aware of any Incident, it shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. After an Incident, Grantee shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the State at no additional cost to the State.

E. Safeguarding PII

If Grantee or any of its Subgrantees or Subcontractors will or may receive PII under this Agreement, Grantee shall provide for the security of such PII, in a manner and form acceptable to the State, including, without limitation, State non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Grantee shall be a "Third-Party Service Provider" as defined in §24-73-103(1)(i), C.R.S. and shall maintain security procedures and practices consistent with §§24-73-101 *et seq.*, C.R.S. In addition, as set forth in § 24-74-102, et. seq., C.R.S., Grantee, including, but not limited to, Grantee's employees, agents, Subgrantees and Subcontractors, agrees

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not to share any PII with any third parties for the purpose of investigating for, participating in, cooperating with, or assisting with Federal immigration enforcement. If Grantee is given direct access to any State databases containing PII, Grantee shall execute, on behalf of itself and its employees, the certification as provided by the State on an annual basis Grantee's duty and obligation to certify as set forth by the state and shall continue as long as Grantee has direct access to any State databases containing PII. If Grantee uses any Subgrantees or Subcontractors to perform services requiring direct access to State databases containing PII, the Grantee shall require such Subgrantees or Subcontractors to execute and deliver the certification to the State on an annual basis, so long as the Subgrantee or Subcontractor has access to State databases containing PII.

**9. Conflict of Interest**

Grantee shall not engage in any business or activities, or maintain any relationships that conflict in any way with the full performance of the obligations of Grantee under this Grant. Grantee acknowledges that, with respect to this Grant, even the appearance of a conflict of interest shall be harmful to the State's interests and absent the State's prior written approval, Grantee shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Grantee's obligations under this Grant. If a conflict or the appearance of a conflict arises, or if Grantee is uncertain whether a conflict or the appearance of a conflict has arisen, Grantee shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Grantee acknowledges that all State employees are subject to the ethical principles described in §24-18-105, C.R.S. Grantee further acknowledges that State employees may be subject to the requirements of §24-18-105, C.R.S. with regard to this Grant.

**10. Insurance**

Grantee shall maintain at all times during the term of this Grant such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S. (the "GIA"). Grantee shall ensure that any Subgrantees and Subcontractors maintain all insurance customary for the completion of the Work done by that Subgrantees or Subcontractor and as required by the State or the GIA.

**11. Breach of Agreement**

In the event of a breach of agreement, the aggrieved party shall give written notice of breach of agreement to the other party. If the notified party does not cure the breach, at its sole expense, within 30 days after the delivery of written notice, the party may exercise any of the remedies as described in **§12** for that party. Notwithstanding any provision of this agreement to the contrary, the state, in its discretion, need not provide notice or a cure period and may immediately terminate this agreement in whole or in part or institute any other remedy in this agreement in order to protect the public interest of the state; or if grantee is debarred or suspended under §24-109-105, C.R.S., the state, in its discretion, need not provide notice or cure period and may terminate this agreement in whole or in part or institute any other remedy in this agreement as of the date that the debarment or suspension takes effect.

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**12. Remedies**

A. State's Remedies

In addition to any remedies available under any exhibit to this grant agreement, if grantee is in breach under any provision of this agreement and fails to cure such breach, the state, following the notice and cure period set forth in **§11**, shall have all of the remedies listed in this section in addition to all other remedies set forth in this agreement or at law. The state may exercise any or all of the remedies available to it, in its discretion, concurrently or consecutively.

i. Termination for Breach

In the event of grantee's uncured breach, the state may terminate this entire agreement or any part of this agreement. Additionally, if grantee fails to comply with any terms of the federal award, then the state may, in its discretion or at the direction of a federal awarding agency, terminate this entire agreement or any part of this agreement. Grantee shall continue performance of this agreement to the extent not terminated, if any.

The State may also terminate this grant agreement at any time if the State has determined, in its sole discretion, that Grantee has ceased performing the Work without intent to resume performance, prior to the completion of the Work.

a. Obligation and Rights

To the extent specified in any termination notice, Grantee shall not incur further obligations or render further performance past the effective date of such notice, and shall terminate outstanding orders and subcontracts with third parties. However, Grantee shall complete and deliver to the State all Work not cancelled by the termination notice, and may incur obligations as necessary to do so within this Agreement's terms. At the request of the State, Grantee shall assign to the State all of Grantee's rights, title, and interest in and to such terminated orders or subcontracts. Upon termination, Grantee shall take timely, reasonable and necessary action to protect and preserve property in the possession of Grantee but in which the State has an interest. At the State's request, Grantee shall return materials owned by the State in Grantee's possession at the time of any termination. Grantee shall deliver all completed Work Product and all Work Product that was in the process of completion to the State at the State's request.

b. Payments

Notwithstanding anything to the contrary, the State shall only pay Grantee for accepted Work received as of the date of termination. If, after termination by the State, the State agrees that Grantee was not in breach or that Grantee's action or inaction was excusable, such termination shall be treated as a termination in the public interest, and the rights and obligations of the Parties shall be as if this Agreement had been terminated in the public interest under **§2.B**.

c. Damages and Withholding

Notwithstanding any other remedial action by the State, Grantee shall remain liable to the State for any damages sustained by the State in connection with

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any breach by Grantee, and the State may withhold payment to Grantee for the purpose of mitigating the State's damages until such time as the exact amount of damages due to the State from Grantee is determined. The State may withhold any amount that may be due Grantee as the State deems necessary to protect the State against loss including, without limitation, loss as a result of outstanding liens and excess costs incurred by the State in procuring from third parties replacement Work as cover.

ii. Remedies Not Involving Termination

The State, in its discretion, may exercise one or more of the following additional remedies:

a. Suspend Performance

Suspend Grantee's performance with respect to all or any portion of the Work pending corrective action as specified by the State without entitling Grantee to an adjustment in price or cost or an adjustment in the performance schedule. Grantee shall promptly cease performing Work and incurring costs in accordance with the State's directive, and the State shall not be liable for costs incurred by Grantee after the suspension of performance.

b. Withhold Payment

Withhold payment to Grantee until Grantee corrects its Work.

c. Deny Payment

Deny payment for Work not performed, or that due to Grantee's actions or inactions, cannot be performed or if they were performed are reasonably of no value to the state; provided, that any denial of payment shall be equal to the value of the obligations not performed.

d. Removal

Demand immediate removal of any of grantee's employees, agents, or subcontractors from the work whom the state deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable or whose continued relation to this agreement is deemed by the state to be contrary to the public interest or the state's best interest.

e. Intellectual Property

If any work infringes, or if the state in its sole discretion determines that any work is likely to infringe, a patent, copyright, trademark, trade secret or other intellectual property right, grantee shall, as approved by the state (i) secure that right to use such work for the state and grantee; (ii) replace the work with non-infringing work or modify the work so that it becomes non-infringing; or, (iii) remove any infringing work and refund the amount paid for such work to the state.

f. Collection of Unallowable Costs (2 CFR 200.410)

Payments made for costs determined to be unallowable by either the awarding Federal agency, cognizant agency for indirect costs, or pass-through entity must be refunded with interest to the Federal Government. Unless directed by Federal statue or regulation, repayments must be made in accordance with the

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instructions provided by the Federal agency or pass-through entity that made the allowability determination. See §§ 200.300 through 200.309, and § 200.346.

B. Grantee's Remedies

If the State is in breach of any provision of this Agreement and does not cure such breach, Grantee, following the notice and cure period in §11 and the dispute resolution process in §13 shall have all remedies available at law and equity.

**13. Dispute Resolution**

Except as herein specifically provided otherwise or as required or permitted by federal regulations related to any Federal Award that provided any of the Grant Funds, disputes concerning the performance of this Grant that cannot be resolved by the designated Party representatives shall be referred in writing to a senior departmental management staff member designated by the State and a senior manager or official designated by Grantee for resolution.

**14. Notices and Representatives**

Each Party shall identify an individual to be the principal representative of the designating Party and shall provide this information to the other Party. All notices required or permitted to be given under this Grant Award Letter shall be in writing, and shall be delivered either in hard copy or by email to the representative of the other Party. Either Party may change its principal representative or principal representative contact information by notice submitted in accordance with this **§13.**

**15. Rights in Work Product and Other Information**

Grantee hereby grants to the State a perpetual, irrevocable, non-exclusive, royalty free license, with the right to sublicense, to make, use, reproduce, distribute, perform, display, create derivatives of and otherwise exploit all intellectual property created by Grantee or any Subcontractors or Subgrantees and paid for with Grant Funds provided by the State pursuant to this Grant.

**16. Governmental Immunity**

Liability for claims for injuries to persons or property arising from the negligence of the Parties, their departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, et seq. C.R.S. No term or condition of this Grant Award Letter 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.

**17. General Provisions**

A. Assignment

Grantee's rights and obligations under this Grant are personal and may not be transferred or assigned without the prior, written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Grantee's rights and obligations approved by the State shall be subject to the provisions of this Grant Award Letter.

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B. Captions and References

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

C. Entire Understanding

This Grant Award Letter represents the complete integration of all understandings between the Parties related to the Work, and all prior representations and understandings related to the Work, oral or written, are merged into this Grant Award Letter.

D. Modification

The State may modify the terms and conditions of this Grant by issuance of an updated Grant Award Letter, which shall be effective if Grantee accepts Grant Funds following receipt of the updated letter. The Parties may also agree to modification of the terms and conditions of the Grant in a formal amendment to this Grant, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules. Modifications permitted under this Agreement, shall conform to the policies issued by the Colorado State Controller.

i. The State may, at the State's discretion, use an Option Letter or Grant Funding Change letter substantially equivalent to Exhibit A, Sample Option Letter and the State Controller Grant Funding Change Letter to modify the grant agreement. If exercised, the provisions of the Option Letter or Grant Funding Change Letter shall become part of and be incorporated into the original grant.

ii. The State may increase or decrease the quantity of goods/services described Exhibit D, Statement of Work and Exhibit E, Budget based upon the rates established in the Grant. If the State exercises the option, it will provide written notice to Grantee at least 15 days prior to the end of the current grant term in a form substantially equivalent to Exhibit A, Sample Option Letter.

iii. The State may add or delete the goods/services described Exhibit D, Statement of Work and Exhibit E, Budget as long as the change does not change the overall scope of the approved grant. If the State exercises the option, it will provide written notice to Grantee at least 15 days prior to the end of the current grant term in a form substantially equivalent to Exhibit A, Sample Option Letter.

iv. The State may, at the State's discretion, issue an updated Exhibit D, Statement of Work and Exhibit E, Budget by Option Letter substantially equivalent to Exhibit A, Sample Option Letter to reflect changes that do not substantially change the intended purpose of the grant. The provisions of the Option Letter shall become part of and be incorporated into this Grant.

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

Any reference in this Grant Award Letter to a statute, regulation, State Fiscal Rule, fiscal policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Grant Issuance Date. Grantee shall strictly comply with all applicable Federal and State laws, rules, and regulations in effect or

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hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. Digital Signatures

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

G. Severability

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

H. Survival of Certain Grant Award Letter Terms

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

I. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described above, this Grant Award Letter does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Any services or benefits which third parties receive as a result of this Grant are incidental to the Grant, and do not create any rights for such third parties.

J. Waiver

A Party's failure or delay in exercising any right, power, or privilege under this Grant Award Letter, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

K. Accessibility

i. Grantee shall indemnify, save, hold harmless, and assume liability on behalf of the State, its officers, employees, agents and assignees (collectively the "Indemnified Parties") for any and all costs, expenses, claims, damages, liabilities, court awards, attorney fees and related costs, and other amounts incurred by any of the Indemnified Parties in relation to Grantee's noncompliance with §§24-85-101, et seq., C.R.S., or the *Accessibility Standards for Individuals with a Disability* as established by the Office of Information Technology pursuant to Section §24-85-103, C.R.S. State employees are considered third parties for the purposes of this section.

ii. Grantee shall comply with the *Accessibility Standards for Individuals with a Disability,* as adopted by the Office Of Information Technology pursuant to §24-85-103 C.R.S.

iii. The State may require Grantee's compliance with the *Accessibility Standards for Individuals with a Disability* adopted by the Office of Information Technology

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pursuant to §24-85-103 C.R.S. is determined and tested by a qualified third party selected by the State. The State may ask the Grantee to review the selection of the third party. Grantee shall be responsible for all costs associated with the third-party vendor's assessment. If Grantee is not in compliance as determined by the third-party vendor, at the State's request and at the State's direction, Grantee shall promptly take all necessary actions to come into compliance using a State-approved vendor, at no additional cost to the State.

L. Federal Provisions

Grantee shall comply with all applicable requirements of **Exhibit F** at all times during the term of this Grant.

**18. Colorado Special Provisions (Colorado Fiscal Rule 3-3)**

A. Statutory Approval. §24-30-202(1) C.R.S.

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

B. Fund Availability. §24-30-202(5.5) C.R.S.

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

C. Governmental Immunity.

Liability for claims for injuries to persons or property arising from the negligence of the State, its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, et seq. C.R.S. No term or condition of this Grant Award Letter shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

D. Independent Contractor.

Grantee shall perform its duties hereunder as an independent contractor and not as an employee. Neither Grantee nor any agent or employee of Grantee shall be deemed to be an agent or employee of the State. Grantee shall not have authorization, express or implied, to bind the State to any agreement, liability, or understanding, except as expressly set forth herein. Grantee and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Grantee or any of its agents or employees. Grantee shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Grant Award Letter. Grantee shall (a) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (b) provide proof thereof when requested by the State, and (c) be solely responsible for its acts and those of its employees and agents.

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E. Compliance with Law.

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

F. Choice of Law, Jurisdiction, and Venue.

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

G. Prohibited Terms.

Any term included in this Grant Award Letter that requires the State to indemnify or hold Grantee harmless; requires the State to agree to binding arbitration; limits Grantee's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be void ab initio. Nothing in this Grant Award Letter shall be construed as a waiver of any provision of §24-106-109 C.R.S.

H. Software Piracy Prohibition.

State or other public funds payable under this Grant Award Letter shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Grantee hereby certifies and warrants that, during the term of this Grant Award Letter and any extensions, Grantee has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Grantee is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Grant Award Letter, including, without limitation, immediate termination of this Grant Award Letter and any remedy consistent with federal copyright laws or applicable licensing restrictions.

I. Employee financial Interest/Conflict of Interest. §§24-18-201 and 24-50-507 C.R.S.

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Grant Award Letter. Contractor has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Grantee's services and Grantee shall not employ any person having such known interests.

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## Exhibit A - Sample Option Letter

**State Agency**

[Insert Department's or IHE's Full Legal Name]

**Grantee**

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

**Grantee UEI**

[Insert Grantee UEI]

**Current Agreement Maximum Amount**

**Initial Term**

State Fiscal Year [20XX] [$0.00]

**Extension Terms**

State Fiscal Year [20XX] [$0.00]

State Fiscal Year [20XX] [$0.00]

State Fiscal Year [20XX] [$0.00]

State Fiscal Year [20XX] [$0.00]

Total for All State Fiscal Years [$0.00]

**Option Letter Number**

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

**Original Agreement Number**

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

**Option Agreement Number**

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

**Agreement Performance Beginning Date**

[Month Day, Year]

**Current Agreement Expiration Date**

[Month Day, Year]

**Options:**

A. Option to extend for an Extension Term
B. Option to change the quantity of Goods under the Agreement
C. Option to change the quantity of Services under the Agreement
D. Option to modify Agreement rates
E. Option to initiate next phase of the Agreement

**Required Provisions:**

1. For use with Option 1(A): In accordance with Section(s) [Number] of the Original Agreement referenced above, the State hereby exercises its option for an additional term, beginning [Insert start date] and ending on the current Agreement expiration date shown above, at the rates stated in the Original Agreement, as amended.

2. For use with Options 1(B and C): In accordance with Section(s) [Enter Section(s) number] of the Original Agreement referenced above, the State hereby exercises its option to

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[Increase/Decrease] the quantity of the [Goods/Services or both] at the rates stated in the Original Agreement, as amended.

3. For use with Option 1(D): In accordance with Section(s) [Enter Section(s) number] of the Original Agreement referenced above, the State hereby exercises its option to modify the Agreement rates specified in [Enter Exhibit/Section] [Enter Number/Letter]. The Agreement rates attached to this Option Letter replace the rates in the Original Agreement as of the Option Effective Date of this Option Letter.

4. For use with Option 1(E): In accordance with Section(s) [Enter Section(s) number] of the Original Agreement referenced above, the State hereby exercises its option to initiate Phase [indicate which Phase: 2, 3, 4, etc.], which shall begin on [Insert start date] and end on [Insert ending date] at the cost/price specified in Section [Enter Section(s) number].

5. For use with all Options that modify the Agreement Maximum Amount: The Agreement Maximum Amount table on the Agreement's Signature and Cover Page is hereby deleted and replaced with the Current Agreement Maximum Amount table shown above.

**Option Effective Date:**

The effective date of this Option Letter is upon approval of the State Controller or [Enter date], whichever is later.

State of Colorado

Jared S. Polis, Governor

[INSERT-Name of Agency or IHE]

[INSERT-Name & Title of Head of Agency or IHE]

_____

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

Date: _____

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

State Controller

Robert Jaros, CPA, MBA, JD

By:_____

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

Option Effective

Date:_____

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## Exhibit B - Grant Requirements

1. Audit Requirements

   A. Due Date

      i) Project Start

      The Grantee must submit the most recent audit or financial review, including the corresponding governance/management letter, to DCJ within thirty (30) days of request; and, if the most recent audit/financial review has not already been submitted to DCJ, it must be submitted within thirty (30) days of the start of this project.

      ii) Project Duration and End

      The Grantee assures that it will procure an audit or financial review, incorporating this grant award, by an independent Certified Public Accountant (CPA), licensed to practice in Colorado. The audit or financial review incorporating this grant award must be completed and received by DCJ within nine (9) months of the end of the fiscal years that includes the end date of the grant, or within thirty (30) days of the completion of such audit or review, whichever is earlier.

   B. Report/Audit Type

      i) If your entity expended $750,000* or more in Federal funds (from all sources including pass-through subawards) in your organization's fiscal year (12-month turnaround reporting period), your organization is required to arrange for a single organization-wide audit conducted in accordance with the provisions of Title 2 C.F.R. Subpart F (§ 200.500 et seq.)

      ii) If your entity expends less than $750,000 in Federal funds (from all sources including pass-through subawards) in your organization's fiscal year (12-month turnaround reporting period), your organization is required to arrange for either an audit or financial review as follows:

         a. Grantees that have revenue greater than $300,000 from all sources during the entity's fiscal year are required by DCJ to obtain a financial audit.

         b. Grantees that have revenue less than $300,000 from all sources during the entity's fiscal year are required by DCJ to obtain a financial audit or financial review. A compilation is not sufficient to satisfy this requirement.

         c. Fiscal years beginning on or after October 1, 2024, shall replace the $750,000 threshold with $1,000,000.

   C. Report/Audit Costs

      The Grantee accepts responsibility for the costs of a financial program audit to be performed by the Department of Public Safety in the event that the audit report or financial review:

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i) does not meet the applicable federal audit or DCJ standards;

ii) is not submitted in a timely manner; or,

iii) does not provide an audit response plan with corresponding corrections made sufficient to satisfy any audit findings.

D. Failure to Comply

The grantee understands and agrees that DCJ or the federal awarding office (DOJ) may withhold award funds, or may impose other related requirements, if the grantee does not satisfactorily and promptly address outstanding issues from audits required by Part 200 Uniform Requirements, by the terms of this award, by the current addition of the DOJ Grants Financial Guide, or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

2. Additional Reporting Requirements

In addition to quarterly report requirements these grant funds may have additional report requirements. The additional reports may include, but is not limited to, reporting progress and statistics directly into a federal Performance Management Tool (PMT).

3. Financial and Administrative Management

A. The Grantee assures that fund accounting, auditing, monitoring, evaluation procedures and such records as necessary will be maintained to assure adequate internal fiscal controls, proper financial management, efficient disbursement of funds received, and maintenance of required source documentation for all costs incurred. These principles must be applied for all costs incurred whether charged on a direct or indirect basis.

B. All expenditures must be supported by appropriate source documentation. Only actual, approved, allowable expenditures will be permitted.

C. The Grantee assures that it will comply with the applicable Administrative Guide of the Division of Criminal Justice (Guide), located at the Division of Criminal Justice Grants website. However, such a guide cannot cover every foreseeable contingency, and the Grantee is ultimately responsible for compliance with applicable state and federal laws, rules and regulations. In the event of conflicts or inconsistencies between the Guide and any applicable state and federal laws, rules and regulations, such conflicts or inconsistencies shall be resolved by applicable state and federal laws, rules and regulations.

4. Procurement and Contracts

A. Grantee assures that open, competitive procurement procedures will be followed for all purchases under the grant. All contracts for professional services, of any amount, and equipment purchases over five thousand dollars (per item, with a useful life of at least one year) must receive prior approval by the DCJ. Grantee shall submit Form 16 – Professional Services/Consultant Certification and/or Form 13 – Equipment Procurement Certification Form.

B. Grantee may not assign its rights or duties under this grant without the prior written consent of the DCJ.

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5. Award Change Requests

   Grantee may request budget modifications by submitting a request to DCJ. DCJ reserves the right to make and authorize modifications, adjustments, and/or revisions to the Contract for the purpose of making changes in budget categories, extensions of grant award dates, changes in goals and objectives, and other modifications as described in the body of the Contract.

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## Exhibit C – Special Conditions

Grant Specific

The following program specific requirements are imposed by the Federal concerning special requirements of law, program requirements, and other administrative requirements. These requirements apply to this Agreement and must be passed on to subgrant award recipients.

The following Special Conditions documents are incorporated herein.

2024 Byrne State Crisis Intervention Program (SCIP) Special Conditions

Additional Program Specific Conditions applicable to this Agreement

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## Exhibit D – Statement of Work

The Statement of Work contained within the DocuSign Envelope is incorporated herein.

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## Exhibit E – Budget

The Budget and Budget Narrative contained within the DocuSign Envelope is incorporated herein.

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## Exhibit F – Federal Requirements

The following federal requirements are imposed by the Federal sponsoring agency concerning special requirements of law. These requirements apply to this Agreement and must be passed on to subgrants and subcontractors.

The following **DOJ Federal Requirements** document(s) are incorporated herein.

2024 Federal Requirements

The following federal requirements are required by the **Colorado Office of the State Controller Federal Provisions**. These requirements apply to this Agreement and must be passed on to subgrants and subcontractors.

☒ 2025 State Controller Federal Provisions

In the event of a conflict of inconsistency between the DOJ Federal Requirements and the Colorado Office of the State Controller Federal Provisions, such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority:

1. DOJ Federal Requirements
2. Colorado Office of the State Controller Federal Provisions

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# 2024 – Byrne State Crisis Intervention Program (SCIP)

# Special Conditions

## 15PBJA-24-GG-02890-BSCI

The following program specific requirements are imposed by the Federal sponsoring agency concerning special requirements of law, program requirements, and other administrative requirements. These requirements apply to Grantees and must be passed on to subgrant award recipients.

1. The Byrne State Crisis Intervention Program (Byrne SCIP) provides funding for the creation and/or implementation of extreme risk protection order programs, state crisis intervention court proceedings, and related gun violence reduction programs/initiatives. All recipients of Byrne SCIP funding must assist BJA in complying with NEPA and other related federal environmental impact analyses requirements in the use of grant funds, whether the funds are used directly by the grantee or by a subgrantee or third party. Accordingly, prior to obligating funds for any of the specified activities, the grantee must first determine if any of the activities require environmental analysis.

   The specified activities requiring environmental analysis are:

   a. New construction;

   b. Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;

   c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;

   d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and

   e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

   Complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. Further, for programs relating to methamphetamine laboratory operations, the preparation of a detailed Mitigation Plan will be required. For more information about Mitigation Plan requirements, please see https://www.bja.gov/Funding/nepa.html.

2. Meaningful access requirement for individuals with limited English proficiency

   The grantee, and any subrecipient at any tier, must take reasonable steps to ensure that individuals with limited English proficiency (LEP) have meaningful access to their programs and activities to comply with Title VI of the Civil Rights Act of 1964 (Title VI), which prohibits discrimination on the basis of national origin, including discrimination against individuals with LEP. Such steps may require providing language assistance services, such as interpretation or translation services. The Department of Justice guidance on compliance with this requirement may be found at "Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient

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Persons" (67 Fed. Reg. 41455-41472) (https://www.federalregister.gov/d/02-15207) and is incorporated by reference here.

3. Requirements related to "de minimis" indirect cost rate

   A grantee that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise DCJ in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

4. Requirement for data on performance and effectiveness under the award

   The grantee must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to DCJ in the manner (including within the timeframes) specified by DCJ. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

5. Employment eligibility verification for hiring under the award

   a. The grantee (and any subrecipient at any tier) must--

      i. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the grantee (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1).

      ii. Notify all persons associated with the grantee (or any subrecipient) who are or will be involved in activities under this award of both--

         1. this award requirement for verification of employment eligibility, and

         2. the associated provisions in 8 U.S.C. 1324a(a)(1) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

      iii. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1).

      iv. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to

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compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

b. Monitoring

The grantee's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

c. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

d. Rules of construction

i. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all grantee (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

ii. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the grantee (or any subrecipient) may choose to participate in, and use, E-Verify (www.everify.gov), provided an appropriate person authorized to act on behalf of the grantee (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

iii. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

iv. Nothing in this condition shall be understood to authorize or require any grantee, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

v. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any grantee, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (https://www.e-verify.gov/) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to DCJ, before award acceptance.

6. Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law

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Enforcement." The reclassification encompassed a number of statutory provisions pertinent to DOJ awards (that is, DOJ grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

7. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed $250,000

   The grantee, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, $250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- DOJ considers a procurement "contract" (and therefore does not consider a subaward).

   The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed $250,000)), and are incorporated by reference here.

8. Compliance with restrictions on the use of federal funds - prohibited and controlled equipment under OJP awards

   Consistent with Executive Order 14074, “Advancing Effective, Accountable Policing and Criminal Justice Practices To Enhance Public Trust and Public Safety,” OJP has prohibited the use of federal funds under this award for purchases or transfers of specified equipment by law enforcement agencies. In addition, OJP requires the grantee, and any subrecipient (“subgrantee”) at any tier, to put in place specified controls prior to using federal funds under this award to acquire or transfer any property identified on the “controlled equipment list.”

   The details of the requirement are posted on the OJP web site at https://www.ojp.gov/funding/explore/prohibited-and-controlled-equipment (Award condition: Compliance with restrictions on the use of federal funds: Prohibited and Controlled Equipment under OJP awards), and are incorporated by reference here.

9. The grantee, and any subrecipient ("subgrantee") at any tier, must receive approval from DCJ prior to issuing a subaward or a procurement contract under this award.

10. Cooperating with OJP Monitoring

    The grantee agrees to cooperate with OJP and/or DCJ monitoring of this award pursuant to OJP's and DCJ’s guidelines, protocols, and procedures, and to cooperate with OJP (including the grant manager for this award and the Office of Chief Financial Officer (OCFO)) requests related to such monitoring, including requests related to desk reviews and/or site visits. The grantee agrees to provide to OJP and/or DCJ all documentation necessary for OJP and/or DCJ to complete its monitoring tasks, including documentation related to any subawards made under this award. Further, the grantee agrees to abide by reasonable

deadlines set by OJP and/or DCJ for providing the requested documents. Failure to cooperate with OJP's and/or DCJ's monitoring activities may result in actions that affect the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to award funds; referral to the DOJ OIG for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

11. Required monitoring of subawards

    The grantee must monitor subawards under this award in accordance with all applicable statutes, regulations, award conditions, and the DOJ Grants Financial Guide, and must include the applicable conditions of this award in any subaward. Among other things, the grantee is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of award funds by subrecipients. The grantee agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.

12. Use of Program Income

    Program income (as defined in the Part 200 Uniform Requirements) must be used in accordance with the provisions of the Part 200 Uniform Requirements. Program income earnings and expenditures both must be reported on the quarterly Program Income Report (DCJ Form 1-B).

13. Justice Information Sharing

    In order to promote information sharing and enable interoperability among disparate systems across the justice and public safety community, the grantee (and any subgrantee at any tier) must comply with DOJ's Global Justice Information Sharing Initiative (DOJ's Global) guidelines and recommendations for this particular award. The grantee shall conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: https://it.ojp.gov/gsp_grantcondition. The grantee shall document planned approaches to information sharing and describe compliance to the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

14. Avoidance of duplication of networks

    To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the grantee can demonstrate to the satisfaction of DCJ and/or BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

15. Compliance with 28 C.F.R. Part 23

    With respect to any information technology system funded or supported by funds under this award, the grantee (and any subgrantee at any tier) must comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if DCJ and/ or OJP determines this regulation to be applicable. Should DCJ or OJP determine 28 C.F.R. Part 23 to be applicable, DCJ and/or OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the grantee may be fined as per 42 U.S.C. 3789g(c)-(d). The grantee may not satisfy such a fine with federal funds.

16. Protection of human research subjects

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The grantee (and any subgrantee at any tier) must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

17. Confidentiality of data

    The grantee (and any subgrantee at any tier) must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The grantee further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.

18. The grantee agrees to participate in a data collection process measuring program outputs and outcomes. The data elements for this process will be outlined by the Office of Justice Programs.

19. The grantee agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.

20. Any Web site that is funded in whole or in part under this award must include the following statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a Web-based service, including any pages that provide results or outputs from the service: "This Web site is funded in whole or in part through a grant from the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, this Web site (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)." The full text of the foregoing statement must be clearly visible on the home page. On other pages, the statement may be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.

21. Any written, visual, or audio publications, with the exception of press releases, whether published at the grantee's or government's expense, shall contain the following statements: "This project was supported by Grant No. **15PBJA-24-GG-02890-BSCI** awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Department of Justice's Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the SMART Office. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice." The current edition of the DOJ Grants Financial Guide provides guidance on allowable printing and publication activities.

22. Justification of consultant rate

    The grantee acknowledges that consultants paid with award funds generally may not be paid at a rate in excess of $81.25 per hour, not to exceed $650 per day. To exceed this specified maximum rate, grantees must submit to DCJ a detailed justification and have such justification approved by DCJ, prior to obligation or expenditure of such funds. Issuance of this award or approval of the award budget alone does not indicate approval of any consultant rate in excess of $81.25 per hour, not to exceed $650 per day. Although prior approval is not required for consultant rates below this specified maximum rate, recipients are required to maintain documentation to support all daily or hourly consultant rates.

23. Submission of eligible records relevant to the National Instant Background Check System

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Consonant with federal statutes that pertain to firearms and background checks -- including 18 U.S.C. 922 and 34 U.S.C. ch. 409 -- if the grantee (or any subrecipient at any tier) uses this award to fund (in whole or in part) a specific project or program (such as a law enforcement, prosecution, or court program) that results in any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the National Instant Background Check System (NICS), or that has as one of its purposes the establishment or improvement of records systems that contain any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS, the grantee (or subrecipient, if applicable) must ensure that all such court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS are promptly made available to the NICS or to the "State" repository/database that is electronically available to (and accessed by) the NICS, and -- when appropriate -- promptly must update, correct, modify, or remove such NICS relevant "eligible records".

In the event of minor and transitory non-compliance, the grantee may submit evidence to demonstrate diligent monitoring of compliance with this condition (including subrecipient compliance). DOJ will give great weight to any such evidence in any express written determination regarding this condition.

24. The grantee understands and agrees that no more than 10 percent of the total amount of this award may be used by the recipient for direct costs associated with administering the award.

25. Body armor - compliance with NIJ standards and other requirements.

    Ballistic-resistant and stab-resistant body armor purchased with award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards, and is listed on the NIJ Compliant Body Armor Model List. In addition, ballistic-resistant and stab-resistant body armor purchased must be made in the United States and must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information and the NIJ Compliant Body Armor List may be found by following the links located on the NIJ Body Armor page: https://nij.ojp.gov/ topics/equipment-and-technology/body-armor. In addition, if grantee uses funds under this award to purchase body armor, the grantee is strongly encouraged to have a "mandatory wear" policy in effect. There are no requirements regarding the nature of the policy other than it be a mandatory wear policy for all uniformed officers while on duty.

26. The grantee agrees that no funds under this grant award (including via subcontract or subaward, at any tier) may be used for unmanned aircraft systems (UAS), which includes unmanned aircraft vehicles (UAV), or for any accompanying accessories to support UAS.

27. Grantee agrees that grant funds cannot be used for Facial Recognition Technology (FRT) unless the grantee has policies and procedures in place to ensure that the FRT will be utilized in an appropriate and responsible manner that promotes public safety, and protects privacy, civil rights, and civil liberties and complies with all applicable provisions of the U.S. Constitution, including the Fourth Amendment’s protection against unreasonable searches and seizures and the First Amendment’s freedom of association and speech, as well as other laws and regulations. Grantees utilizing funds for FRT must make such policies and procedures available to DCJ and/or DOJ upon request.

28. Regarding medication-assisted treatment (MAT), the grantee understands and agrees to the following: 1) all clients in a BJA-funded drug court have a right to access MAT under the care and prescription of a physician to the extent MAT is clinically indicated; 2) BJA-funded drug courts must not deny any eligible

client enrollment to the drug court program because of their use of FDA-approved medications for the treatment of substance abuse; 3) MAT must be permitted to be continued for as long as the prescriber determines that the FDA-approved medication is clinically beneficial; 4) while under no circumstances can a BJA-funded drug court program deny access to MAT under the care and prescription of a physician when it is clinically indicated, a judge retains judicial discretion to mitigate/reduce the risk of abuse, misuse, or diversion of these medications; and 5) federal funds shall not be used to support activities that violate the Controlled Substances Act, 21 U.S.C. 801-904.

29. All grant-funded adult drug courts must be operated based on the 10 key components for drug courts, which are found in BJA's and National Association of Drug Court Professional's (NADCP) publication: Defining Drug Courts: The Key Components at https://www.ncjrs.gov/pdffiles1/bja/205621.pdf. During the grant period of performance, if the Bureau of Justice Assistance (BJA) concludes that a funded drug court is not conforming to the 10 key components, it retains the right to place the grantee on a corrective action plan to bring the drug court into conformance. Continued failure to maintain conformance to the key components may result in a hold placed on award funds or suspension/termination of the grant award agreement.
30. The grantee understands and agrees to operate any behavioral health crisis care program funded under this award in accordance with the Substance Abuse and Mental Health Services Administration National Guidelines for Behavioral Health Crisis Care: https://www.samhsa.gov/sites/default/files/national-guidelines-for-behavioral-health-crisis-care-02242020.pdf.
31. Extreme risk protection order programs funded under this award must include, at a minimum: pre-deprivation and post-deprivation due process rights that prevent any violation or infringement of the Constitution of the United States, including but not limited to the Bill of Rights, and the substantive or procedural due process rights guaranteed under the Fifth and Fourteenth Amendments to the Constitution of the United States, as applied to the States, and as interpreted by State courts and United States courts (including the Supreme Court of the United States). Such programs must include, at the appropriate phase to prevent any violation of constitutional rights, at minimum, notice, the right to an in-person hearing, an unbiased adjudicator, the right to know opposing evidence, the right to present evidence, and the right to confront adverse witnesses; the right to be represented by counsel at no expense to the government; pre-deprivation and post-deprivation heightened evidentiary standards and proof which mean not less than the protections afforded to a similarly situated litigant in Federal court or promulgated by the State's evidentiary body, and sufficient to ensure the full protections of the Constitution of the United States, including but not limited to the Bill of Rights, and the substantive and procedural due process rights guaranteed under the Fifth and Fourteenth Amendments to the Constitution of the United States, as applied to the States, and as interpreted by State courts and United States courts (including the Supreme Court of the United States). The heightened evidentiary standards and proof under such programs must, at all appropriate phases to prevent any violation of any constitutional right, at minimum, prevent reliance upon evidence that is unsworn or unaffirmed, irrelevant, based on inadmissible hearsay, unreliable, vague, speculative, and lacking a foundation; and penalties for abuse of the program.
32. The grantee understands that, in accepting this award, the Signature Authority declares and certifies, among other things, that he or she possesses the requisite legal authority to accept the award on behalf of the grantee entity and, in so doing, accepts (or adopts) all material requirements that relate to conduct throughout the period of performance under this award. The grantee further understands, and agrees, that it will not assign anyone to the role of Signature Authority during the period of performance under the award without first ensuring that the individual has the requisite legal authority.

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33. ERPO Certification

    Byrne SCIP recipients who plan to use funding to support ERPO programs must submit a principal legal officer signed Certification Relating to Pub. L. No. 90-351, Title I, Sec. 501(a)(1)(I)(iv) (Extreme-Risk Protection-Order Programs), certifying that the extreme risk protection-order program to be funded satisfies each of the listed requirements prior to the use of grant funds for ERPO programs.

34. Limit on use of grant funds for grantees' employees' salaries

    With respect to this award, federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the award recipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. (An award recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.)

    This limitation on compensation rates allowable under this award may be waived on an individual basis at the discretion of the DCJ via DOJ.

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# Exhibit D, Statement of Work

## Project Summary

The City of Pueblo Police Department (PPD) seeks funding to sustain its Crisis Intervention Team (CIT), a co-responder team that uses best practices to assist law enforcement responding to the needs of people with behavioral health disorders. The project's primary objective is to de-escalate situations through communication and crisis intervention techniques, reducing the need for arrests. The Co-Responder model provides an opportunity for individuals experiencing a behavioral health crisis to improve their interaction with PPD while receiving mental health care that peace officers cannot provide. By diverting individuals from the criminal justice system, the project will alleviate pressure on courts, jails, emergency departments and avoid unnecessary costs – financial and human.

## Project Plan

This project aligns with Colorado's Byrne SCIP program goals by increasing the capacity of Pueblo Police Department (PPD) to sustain its crisis intervention, behavioral health deflection, treatment services program. PPD administers the Crisis Intervention Team (CIT) program in partnership with Health Solutions. Health Solutions is a comprehensive, non-profit community medical and behavioral health treatment provider with centers in Pueblo, Huerfano and Las Animas Counties. The organization's mission is to assist those in need of healthcare services who require expert care to support recovery and to successfully achieve their healthcare goals. Health Solutions has expertise in the use of effective crisis de-escalation techniques and has demonstrated capability for connecting individuals to appropriate behavioral health services in place of formal criminal justice intervention or unnecessary hospitalization. Health Solutions maintains policies and procedures to ensure that program participants do not receive preferential access to resources if it will prevent others on waitlists or who had previously secured a resource, from being served.

Health Solutions embeds three master's level, licensed clinicians in PPD to ride along with officers as a resource for managing calls in which mental illness or crisis may be a factor. Since its launch in 2016, CIT has made and sustained improvements in officer attitude and knowledge about issues impacting mental health and strategies for managing psychiatric crises. Further, this partnership has resulted in a sustained reduction in officer time on scene for calls involving mental illness and/or mental health crises and has also been successful in reducing the number of calls involving mental health needs which result in incarceration or emergency room visits. Co-responder teams utilize the combined expertise of the officer and the clinician to de-escalate situations, encourage and support effective coping, symptom management, and regulation strategies, and help link individuals experiencing distress related to mental health issues, poverty, homelessness, and substance use, misuse, or abuse with appropriate services.

CIT services include on-scene response (crisis de-escalation, behavioral health screening and assessment, call disposition planning, coordination of immediate service needs) and post-crisis response (referral and connection to community-based services, outreach to and referrals for families, coordination with systems of care, short-term case management support, and peer support). By moving treatment teams out of the periphery and into the community, the co-responder program will create a path into the service connection system, directing certain calls to more appropriate support providers while redirecting them away from a costly emergency department visit or introducing the possibility of jail. Co-response clinicians will provide crisis intervention and referral connection to crisis facilities to include Health Solutions Crisis Services, UC Health and St. Mary Corwin ER's and Psych Liaison's, and Crossroad's Turning Points Detoxification Services.

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Most crises can be resolved on-site. Sometimes, though, people need more and will be transported to the Health Solutions emergency crisis facility, The Living Room, which operates 24 hours per day, 7 days per week, 365 days per year. Individuals in an emotional or mental health crisis may be transported to the Living Room for assessment and care by a team of clinicians and peer support specialists.

A case manager may also refer a client to Pueblo Community Health Center (PCHC), the area's Federally Qualified (FQ) Health Center to promote whole-person care and help build relationships between the individual and their medical providers. The case manager will help patients understand their options concerning the specific situation they are dealing with at the time, liaise between patients and their treatment or care options, and ensure access to urgent appointments and follow-up care for issues identified in the field.

The proposed program has no barriers, including financial barriers - all services are free to participants. All participation is voluntary. Participants are advised at the time of contact that they retain the right to decline behavioral health support in the moment and/or for follow-up outreach provided to assist in the establishing and/or re-engaging with on-going behavioral health treatment services. Participants will not be denied service if they have warrants. No fingerprinting will take place. Transportation may be provided when necessary so that it is not a barrier to receiving care, largely accomplished through Medicaid Non-Emergent Medical Transportation (NEMT) services. A case manager will assist eligible patients not already enrolled in Medicaid to get enrolled so that they can receive Medicaid benefits, including NEMT.

## Implementation Plan

The CIT continuum of services will continue to include a case manager who is a member of Health Solutions Care Coordination team, who receives specialized training for the role in outreach and follow-up for all individuals with CIT contacts. The Care Coordination department at Health Solutions is a diverse program with wide reaching knowledge of services, supports, benefits, and resources that can be leveraged to support the health needs of individuals who have contact with CIT. The case manager role serves to provide direct support in the aftermath of the incident resulting in CIT contact as well as encouraging, supporting, and facilitating referral and connection with on-going behavioral health treatment services based on an individual's preference. The co-response case manager can also assist individuals in enrolling in treatment services with Health Solutions and completing the clinical intake process to begin treatment or assist the individual in getting re-scheduled with providers at Health Solutions the client may be historically engaged with. The case manager can also help individuals in advocating for services that are needed to reduce likelihood of future interactions with Pueblo PD.

All behavioral health team members are employees of Health Solutions. The program director is Dr. Richard Boldridge, who also serves as the Director of Crestone Recovery Services. Dr. Boldridge is an experienced substance use and mental health professional who also has law enforcement experience and uses his unique combination of knowledge and experience to support the needs of the program. Dr. Boldridge serves an integral role on the steering committee and ensures that information flows to and from the team as needed. CIT Clinicians must, at minimum, hold a master's degree in counseling or social work. Independent clinical licensure in Colorado and addictions credentials are preferred but not required. Health Solutions will ensure 100% of funds from this award are applied to employees dedicating 100% of their reported time to the CIT program.

The CIT schedule structure is aligned with our police partners shift schedule and historical call volume for specific calls identified as needs for service by a co-responder. Schedules are also developed based on Pueblo PD identified times with increased need such as during school hours and the weekend hours. Health Solutions has coordinated co responder schedules with other community behavioral health interventions

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offered such as Mobile Early Intervention Services to offer coverage on Saturdays.

Days and Hours of Operation
Clinician 1: Sunday-Tuesday 7a-7p
Clinician 2: Sunday-Wednesday 8p-6a
Clinician 3: Wednesday-Friday 12p-12a

Case Manager:Monday-Friday 8AM-5PM. The Co-response case manager schedule was developed with the goal of providing the largest window of time for successful follow up and outreach to include coordination of services with external and internal partners such as crisis services, outpatient services, detox, discharge from higher level of care etc.

Essential information will be shared in a manner that protects individuals' confidentiality rights as treatment consumers and constitutional rights as possible defendants. Health Solutions will renew partnership agreements (MOUs) with local criminal justice agencies, other behavioral health organizations, and other government agencies to address key challenges inherent in multidisciplinary collaboration. Each agency will also have a current BAA in place to renew each participant's commitment to respecting patient privacy and complies with HIPAA and 42 CFR Part 2. A Business Associate Agreement (BAA) will be in place between the City and Health Solutions to maintain Protected Health Information (PHI) security and overall HIPAA compliance. A binding contract will also be in place that describes the cooperative planning, development review, resource sharing, and more.

The Justice Department recently announced the addition of PPD as one of five new sites to the National Public Safety Partnership (PSP), a Department-wide initiative designed to improve safety and reduce violence in areas experiencing elevated crime rates. Administered by the Office of Justice Programs' Bureau of Justice Assistance, PSP provides sites with coordinated training, technical assistance, and a wide range of targeted violence reduction resources from the Department's programmatic and law enforcement components. Law enforcement staff work closely with PSP consultants.

PPD's Crime Analyst and Threat Liaison Officer will work on behalf of the City to compile outcome metrics and seek a research practitioner partner from the Thomas V. Healy Center at Colorado State University-Pueblo or a graduate student with approval from their advisor to study effects of the CIT program. The Healy Center is part of the Hasan School of Business and exists to engage students and faculty in conducting applied research projects that promote sustainable economic development in southeastern Colorado. The subject matter of research will be a comprehensive study of the Real Time Crime Center.

The Crisis Intervention Team co-responder program was implemented in 2022. The program is advanced in planning and execution and will be seamless in its transition to continue with BJA funding. The process of ensuring that a CIT behavioral healthcare will continue is already under a coordinated system between patient, their family, peace officers, and healthcare providers. Peace officers, dispatchers and other stakeholders are already in place and have been trained. There are no obstacles to seamless transition to BJA funding.

## Performance Measures Data Collection Plan

Performance measures will capture outcomes of grant activities, demonstrating if programs accomplish goals and objectives. Data collection for each CIT contact is captured through a standardized form created and maintained by Health Solutions. This form allows Health Solutions to identify and report on the following data points which intersect directly with the goals of this project:
•Total time CIT staff were active on-scene

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•Outcome of call
•Number of individuals served
•Whether or not CIT intervention allowed for the diversion of formal action
•Number/kind of referrals made (tracked through the Unite US referral system)
•Whether or not CIT intervention and associated follow-up resulted in an individual enrolling or re-engaging in behavioral health treatment services
•Impact of response on imminent suicide risk

Data will also be sourced from the City of Pueblo 9-1-1 system.
•Number/rate of calls diverted to co-responder teams
•Total time on scene
•Whether or not CIT intervention facilitated return of Law Enforcement, Fire, and/or EMS to service
•Mean and median response times
•range (min and max) of response times
•Rate of crisis resolution
•Demographics of clients
•Primary issues identified that warranted response

Not all information to support the continuation of the CIT program is financial -- improved quality of contact for individuals experiencing a behavioral health crisis is another. The Co-Responder model provides an opportunity for individuals to improve their interaction with PD while receiving mental health care that peace officers cannot provide alone.

Outcomes will be examined regularly, not less than quarterly. Program performance measures can be accessed via the BJA Performance Measures website and on the information in the Resources page in the PMT. PPD's Crime Analyst and Threat Liaison Officer will work on behalf of the City to compile outcome metrics and seek a research practitioner partner from the Thomas V. Healy Center at Colorado State University-Pueblo or a graduate student with approval from their advisor to study effects of the CIT program. The Healy Center is part of the Hasan School of Business and exists to engage students and faculty in conducting applied research projects that promote sustainable economic development in southeastern Colorado. The subject matter of research will be a comprehensive study of the co-responder program benefits and risks.

## Goals & Objectives

### GOAL 1

| | |
|---|---|
| **Goal 1:** | Prevent unnecessary criminal legal system involvement, incarceration, and/or hospitalization of individuals with behavioral health concerns |

**Objective 1.1**

| | |
|---|---|
| Objective | At least 70% of calls diverted to co-responder teams will allow for the diversion of action away from the hospital/ED. Rate of ED visits will decrease by at least 3% from last year. |
| Measurement | Number of calls that receive a response as measured by Health Solutions and the 9-1-1 emergency call system.<br>Number of diversions away from hospital. |
| Timeframe | Quarterly |

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**Objective 1.2**

| | |
|---|---|
| Objective | At least 70% of calls diverted to co-responder teams will allow for the diversion of action away from the legal system. Rate of arrests will decrease by at least 10% from last year. |
| Measurement | Number of calls that receive a response as measured by Health Solutions and the 9-1-1 emergency call system.<br>Number of diversions away from arrest. |
| Timeframe | quarterly |
| Timeframe | |

**GOAL 2**

| | |
|---|---|
| **Goal 2:** | Provide alternative care to individuals in crisis with behavioral health concerns in the least restrictive environment through a coordinated system-wide approach. |

**Objective 2.1**

| | |
|---|---|
| Objective | Of the total number of individuals contacted, at least 70% will receive one or more intervention, service or linkage to resources. Rate of referrals will increase by at least 10% from last year. |
| Measurement | Number of calls that receive a response as measured by Health Solutions and the 9-1-1 emergency call system.<br>Number of interventions, services and resource linkages/referrals provided tracked through the Unite US referral system. |
| Timeframe | quarterly |

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Grantee: City of Pueblo
Project: PPD Crisis Intervention Team Support
Grant #: 2024-SC-25-866

# Exhibit E, Budget

## Personnel

**Position Title:**
**Name:**
**Total # hours per week:**

| | Base Pay | % Paid by Grant | Amount Paid by Grant Funds |
|---|---|---|---|
| **Salary** | | | |
| **Fringe/Benefits** | | | |
| **Overtime (OT)** | | | |
| **Fringe (OT)** | | | |
| **Subtotal** | | | |
| **Additional funding for position** | | | |
| **Narrative** | | | |

**Personnel Subtotal:** $ 0

## Supplies and Operating

| Item | Amount | Budget Narrative |
|---|---|---|
| Narcan kits | $4,400.00 | Naloxone intranasal rescue used as needed when co-responder team is first responder<br>200 kits @ $22 each |
| PPE | $294.00 | disposable masks (600 @ $.10 each) and nitrile gloves (600 @ $.39 each) when needed |
| blankets | $75.00 | mylar blankets given to client as needed<br>50 @ $1.50 each |
| printing/copying | $225.00 | lump sum for one year based on historical costs during the last two years for production of NCR forms, flyers, data sheets |

**Supplies and Operating Subtotal:** $4,994.00

## Travel

| Item | Amount | Budget Narrative |
|---|---|---|
| | | |

**Travel Subtotal:** $ 0

## Equipment

| Item | # of Items Charged to Grant | Unit Cost | Amount | Budget Narrative |
|---|---|---|---|---|
| | | | | |

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**Equipment Subtotal:** $ 0

## Consultants / Contracts

| Name | Rate (if known) | Amount | Budget Narrative |
|---|---|---|---|
| Health Solutions | | $ 270,390 | Three clinicians will be paired with a sworn peace officer to co-respond to people in crisis as determined by dispatch. Credentialed and trained clinicians will earn $5,388 (gross, rounded) per month. Credentials include MSP at minimum and MA, LPC, CAS, CCS as a maximum. 3.0FTE @ 12months @ $5,388 = $193,968. Each clinician will receive a benefit package that amounts to 25% of base pay. 3.0FTE @ 25% of base pay = $48,492<br><br>One case manager will handle the load of three clinicians on a half-time basis. Trained case managers will earn $1,862 (gross, rounded) per month 0.5 FTE @ 12 months = $22,344. The case manager will receive a benefit package that amounts to 25% of base pay = $5,586 (rounded).<br><br>$193,968 + $48,492 + $22,344 + $5,586 = $270,390 |

**Consultants / Contracts Subtotal:** $ 270,390

## Indirect

| Effective Date | Expiration Date | Amount | Budget Narrative |
|---|---|---|---|
| | | | |

**Indirect Subtotal:** $ 0

## Overall Budget Summary

| | Funding Request |
|---|---|
| **Personnel** | $ 0 |

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| | |
|---|---|
| **Supplies and Operating** | $ 4,994 |
| **Travel** | $ 0 |
| **Equipment** | $ 0 |
| **Consultants / Contracts** | $ 270,390 |
| **Indirect Costs** | $ 0 |
| **Total** | $ 275,384 |
| **Estimated Program Income** | $ 0 |
| **Total Project Costs** | $275,384.00 |

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**Federal Awards issued from 2024 Federal Grant Funds**

# 2024 FEDERAL REQUIREMENTS

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**Federal Awards issued from 2024 Federal Grant Funds**

## 1. INTRODUCTION

[Same as year: 2023]

Each year the Division of Criminal Justice (DCJ) performs a detailed assessment of the federal legal requirements to generate this exhibit. The DCJ has incorporated these notations into this document to call out differences from prior years. Minor changes that do not change the requirement, such as typographical errors or formatting will not be noted as a change.

## 2. APPLICABILITY

[Same as years: 2020, 2021, 2022, 2023]

The DCJ issues federal grants from two Department of Justice (DOJ) offices: the Office of Justice Programs (OJP) and the Office on Violence Against Women (OVW). All award conditions set out below apply to both OJP and OVW funded grants, with the exception of the conditions labeled as: “Recipients of OVW grant dollars only” or “Recipients of OJP grant dollars only”.

References to the **DOJ** apply to both OJP and OVW funded grants.

Individual awards will also include special conditions. Those additional conditions may relate to the particular statute, program, or solicitation under which the award is made; the substance of the funded application; the grantee's performance under other federal awards; the grantee's legal status (e.g., as a for-profit entity); or to other pertinent considerations.

## 3. RECIPIENT

[Same as years: 2020, 2021, 2022, 2023]

For the purposes of this document, the term “recipient” refers to the Legal Entity Name listed on the Division of Criminal Justice (DCJ) Grant Award Document issued to a grantee receiving federal grants funds from DCJ. The term “Recipient” and “Grantee” are interchangeable within this Exhibit.

## 4. ENSURING COMPLIANCE OF SUBGRANTEES (SUBRECIPIENTS)

[Same as years: 2020, 2021, 2022, 2023]

Grantee is responsible for notifying any subgrantee (subrecipient), issued under this grant, of all provisions herein. Grantee is responsible for monitoring any subgrantee (subrecipient) for compliance with all the provisions herein.

## 5. GENERAL CONDITIONS

### A. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2024)

[Same as years: 2021, 2022, 2023 - except the year is updated annually in the OJP URL]

The grantee, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2024, are set out at https://ojp.gov/funding/Explore/FY24AppropriationsRestrictions.htm, https://www.justice.gov/ovw/award-conditions, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a grantee (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the grantee is to contact DCJ for guidance, and may not proceed without the express prior written approval of DCJ.

**Federal Awards issued from 2024 Federal Grant Funds**

**B. Requirements of the award; remedies for non-compliance or for materially false statements**

[Same as years: 2020, 2021, 2022, 2023]

The conditions of this award are material requirements of the award. Compliance with any certifications or assurances submitted by or on behalf of the grantee that relate to conduct during the period of performance also is a material requirement of this award.

**This paragraph applies to OJP Awards Only**

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqts.htm), and incorporated by reference into the award.

By signing and accepting this award on behalf of the grantee, the grantee signature authority accepts all material requirements of the award, and specifically adopts, as if personally executed by the grantee signature authority, all assurances or certifications submitted by or on behalf of the grantee that relate to conduct during the period of performance.

Failure to comply with any one or more of these award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or a certification or assurance related to conduct during the award period -- may result in the Division of Criminal Justice (DCJ), Office of Justice Programs ("OJP") or Office on Violence Against Women (“OVW”) taking appropriate action with respect to the grantee and the award. Among other things, the Department of Justice “DOJ” may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, and DCJ also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

**C. Effect of failure to address audit issues**

[Same as years: 2020, 2021, 2022, 2023]

The grantee understands and agrees that the DCJ or the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DCJ or DOJ awarding agency) the grantee does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

**Federal Awards issued from 2024 Federal Grant Funds**

**D. Applicability of Part 200 Uniform Requirements**

[Same as years: 2020, 2021, 2022, 2023 - except in 2022 the definition expanded to include 200.337]

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this award.

For more information and resources on the Part 200 Uniform Requirements as they relate to DOJ awards and subawards ("subgrants"), see the OJP website at https://ojp.gov/funding/Part200UniformRequirements.htm.

Record retention and access: Records pertinent to the award that the grantee (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of final Financial Report (DCJ Form 1A), unless a different retention period applies -- and to which the grantee (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.334, 200.337.

In the event that an award-related question arises from documents or other materials prepared or distributed by the DOJ that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the grantee is to contact DCJ promptly for clarification.

**E. Compliance with DOJ Grants Financial Guide**

[Same as years: 2020, 2021, 2022, 2023]

The grantee agrees to comply with the current edition of the DOJ Grants Financial Guide as posted on the website, including any updated version that may be posted during the period of performance. References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at https://ojp.gov/financialguide/DOJ/index.htm), including any updated version that may be posted during the period of performance.

**F. Reporting potential fraud, waste, and abuse, and similar misconduct**

[Same as years: 2020, 2021, 2022, 2023]

The grantee and any subrecipients ("subgrantees") must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award -- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at https://oig.justice.gov/hotline/contact-grants.htm (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at http://www.usdoj.gov/oig.

**Federal Awards issued from 2024 Federal Grant Funds**

**G. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38**

[Language is significantly different than prior years]

The grantee, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (amended effective April 3, 2024).

Among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice.

**These three paragraphs apply to OJP Awards Only:**

Part 38 also sets out rules and requirements that pertain to grantee and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to grantees and subrecipients that are faith-based or religious organizations.

Grantees and subrecipients that provide social services under this award must give written notice to beneficiaries and prospective beneficiaries prior to the provision of services (if practicable) which shall include language substantially similar to the language in 28 CFR Part 38, Appendix C, sections (1) through (4). A sample written notice may be found at https://www.ojp.gov/program/civil-rights-office/partnerships-faith-based-and-other-neighborhood-organizations.

In certain instances, a faith-based or religious organization may be able to take religion into account when making hiring decisions, provided it satisfies certain requirements. For more information, please see https://www.ojp.gov/funding/explore/legaloverview2024/civilrightsrequirements.

**This paragraph applies to OVW Awards Only:**

Part 38 also sets out rules and requirements that relate to engaging in or conducting explicitly religious activities and requires that grantees and subrecipients that are social service providers provide written notice to beneficiaries or prospective beneficiaries of certain protections as described in 28 C.F.R. 38.6(b).

**H. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events**

[Same as years: 2020, 2021, 2022, 2023]

The grantee, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

**This paragraph applies to OVW Awards Only:**

Additional information on the pertinent to this award appears on the OVW website at https://www.justice.gov/ovw/conference-planning.

**I. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42**

[Same as years: 2018, 2019, 2020, 2021, 2022, 2023 - the second paragraph was added in 2023]

The grantee, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

**This paragraph applies to OJP Awards Only:**

Among other items, 28 C.F.R. § 42.106(d), 28 C.F.R. § 42.405(c), and 28 C.F.R. § 42.505(f) contain notice requirements that covered grantees must follow regarding the dissemination of information regarding federal nondiscrimination requirements.

**J. Determination of suitability to interact with participating minors**

[Same as years: 2021, 2022, 2023]

This condition applies to awards that a purpose of some or all of the activities to be carried out under the award (whether by the grantee, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The grantee, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at https://ojp.gov/funding/Explore/Interact-Minors.htm and OVW web site at https://www.justice.gov/ovw/award-conditions (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

**K. Requirement to disclose whether grantee is designated "high risk" by a federal grant-making agency**

[Same as years: 2020, 2021, 2022, 2023]

If the grantee is designated "high risk" by a federal grant-making agency, currently or at any time during the course of the period of performance under this award, the grantee must disclose that fact and certain related information to DCJ. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the grantee's past performance, or other programmatic or financial concerns with the grantee. The grantee's disclosure must include the following: 1. The federal awarding agency that currently designates the grantee high risk, 2. The date the grantee was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

**L. Encouragement of policies to ban text messaging while driving**

[Same as years: 2020, 2021, 2022, 2023]

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages grantees and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during

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the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

**M. Restrictions and certifications regarding non-disclosure agreements and related matters**

[Same as years: 2020, 2021, 2022, 2023]

No grantee or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the grantee —

    a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

    b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the grantee does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both --

    a. it represents that--

        (1) it has determined that no other entity that the grantee's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

        (2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

    b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport

to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

**N. Training Guiding Principles**

[Same as years: 2020, 2021, 2022, 2023]

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with DOJ award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm , or the OVW Training Guiding Principles for Grantees and Subgrantees, available at https://www.justice.gov/ovw/resources-and-faqs-grantees#Discretionary.

**O. Requirement to report potentially duplicative funding**

[Same as years: 2020, 2021, 2022, 2023]

If the grantee currently has other active awards of federal funds, or if the grantee receives any other award of federal funds during the period of performance for this award, the grantee promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify DCJ in writing of the potential duplication, and, if so requested by DCJ, must seek a budget-modification and change-of-project to eliminate any inappropriate duplication of funding.

**P. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)**

[Same as years: 2020, 2021, 2022, 2023]

The grantee (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The grantee also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the grantee is to contact the DCJ for guidance.

**Q. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and DOJ or DCJ authority to terminate award)**

[Same as years: 2021, 2022, 2023]

The grantee, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of grantees, subrecipients ("subgrantees"), or

individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the grantee's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm and the OVW web site at https://www.justice.gov/ovw/award-conditions (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and DOJ authority to terminate award)), and are incorporated by reference here.

**R. Potential imposition of additional requirements**

[Same as years: 2020, 2021, 2022, 2023]

The grantee agrees to comply with any additional requirements that may be imposed by the DCJ and/or DOJ (OJP or OVW, as appropriate) during the period of performance for this award, if the grantee is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

**S. Requirement to report actual or imminent breach of personally identifiable information (PII)**

[Same as years: 2018, 2019, 2020, 2021, 2022, 2023 - except the 2 CFR citation was updated to 200.1 in 2022]

The grantee (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "Personally Identifiable Information (PII)" (2 CFR 200.1) within the scope of an DOJ grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The grantee's breach procedures must include a requirement to report actual or imminent breach of PII to DCJ no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

**T. Requirements related to System for Award Management and Universal Identifier Requirements/Unique Entity Identifiers**

[Same as years: 2020, 2021, 2022 - except OVW language changed in 2022 and 2023]

The grantee must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at https://www.sam.gov/SAM/. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The grantee also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the grantee's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at https://ojp.gov/funding/Explore/SAM.htm (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

**This paragraph applies to OVW Awards Only:**

The grantee must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to

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the performance of) either this OVW award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of OVW awards are required to report information about such proceedings, through the federal System for Award Management (known as "SAM"), to the designated federal integrity and performance system.

The details of recipient obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings within SAM are posted on the OVW website at https://www.justice.gov/ovw/award-conditions (titled "Award Condition: Recipient Integrity and Performance Matters, including Recipient Reporting in SAM") and are incorporated by reference here.

**U. Restrictions on "lobbying" and policy development**

[Same as years: 2018, 2019, 2020, 2021, 2022 - except as highlighted]

In general, as a matter of federal law, federal funds awarded by DOJ may not be used by the grantee, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

**Recipients of OVW grant dollars only:**

The recipient, or any subrecipient ("subgrantee") may, however, use federal funds to collaborate with and provide information to federal, state, local, tribal and territorial public officials and agencies to develop and implement policies and develop and promote state, local, or tribal legislation or model codes designed to reduce or eliminate domestic violence, dating violence, sexual assault, and stalking (as those terms are defined in 34 U.S.C. § 12291(a)) when such collaboration and provision of information is consistent with the activities otherwise authorized under this grant program.

Another federal law generally prohibits federal funds awarded by DOJ from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact DCJ for guidance, and may not proceed without the express prior written approval of DCJ and the DOJ awarding agency (OJP or OVW, as appropriate).

**V. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54**

[Same as years: 2018, 2019, 2020, 2021, 2022]

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

**Federal Awards issued from 2024 Federal Grant Funds**

## 6. CIVIL RIGHTS REQUIREMENTS ASSOCIATED WITH DOJ AWARDS

The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) enforces federal civil rights laws and other provisions that prohibit discrimination by recipients of federal financial assistance from OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW).

Several civil rights laws, including Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation - Act of 1973, require recipients of federal financial assistance (grantees) to give assurances that they will comply with those laws. Taken together, these and other civil rights laws prohibit grantees from discriminating in the provision of services and employment because of race, color, national origin, religion, disability, and sex or from discriminating in the provision of services on the basis of age.

Some recipients of DOJ financial assistance have additional obligations to comply with other applicable nondiscrimination provisions like the Omnibus Crime Control and Safe Streets Act of 1968, which prohibits discrimination on the basis of religion in addition to race, color, national origin, and sex. Recipients may also have related requirements regarding the development and implementation of equal employment opportunity programs.

OCR provides technical assistance, training, and other resources to help grantees comply with civil rights obligations. Further, OCR administratively enforces civil rights laws and nondiscrimination provisions by investigating DOJ recipients that are the subject of discrimination complaints. In addition, OCR conducts compliance reviews of DOJ recipients based on regulatory criteria. These investigations and compliance reviews permit OCR to evaluate whether DOJ recipients are providing services to the public and engaging in employment practices in a nondiscriminatory manner.

For more information about OCR, your civil rights and nondiscrimination responsibilities, how to notify your employees or beneficiaries of their civil rights protections and responsibilities and how to file a complaint, as well as technical assistance, training, and other resources, please visit www.ojp.gov/program/civil-rights-office/outreach. If you would like OCR to assist you in fulfilling your civil rights or nondiscrimination responsibilities, please contact us at askOCR@ojp.usdoj.gov or www.ojp.gov/program/civil-rights-office/about#ocr-contacts.

Reach out to your DCJ grant manager if you have any questions.

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# 2025 State Controller Federal Provisions

**1. Applicability of Provisions.**

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

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

**2. Definitions.**

2.1. For the purposes of these Federal Provisions, the following terms shall have the meanings ascribed to them below. For a full list of definitions (as of October 1, 2024) under the Uniform Guidance, see 2 CFR 200.1

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

2.1.2. “Entity” means:

2.1.2.1. a non-federal entity;

2.1.2.2. a non-profit organization or for profit organization;

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

2.1.4. “Federal Awarding Agency” means a Federal agency providing a Federal Award to a Recipient as described in 2 CFR 200.1

2.1.5. “Grant” means the Grant to which these Federal Provisions are attached.

2.1.6. “Grantee” means the party or parties identified as such in the Grant to which these Federal Provisions are attached. Grantee also means Subrecipient.

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

2.1.8. “Nonprofit Organization” organization, that:

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

2.1.8.2. Is not organized primarily for profit; and

2.1.8.3. Uses net proceeds to maintain, improve, or expand the organization’s operations; and

2.1.8.4. Is not an IHE.

2.1.9. “OMB” means the Executive Office of the President, Office of Management and Budget.

2.1.10. “Pass-through Entity” means a recipient or subrecipient that provides a Subaward to a Subrecipient (including lower tier subrecipients) to carry out part of a Federal program. The authority of the pass-through entity under this part flows through the Subaward agreements between the pass-through entity and subrecipient.

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

2.1.12. “Subaward” means an award provided by a pass-through entity to a Subrecipient to contribute to the goals and objectives of the project by carrying out part of a Federal award received by the pass-through entity. The term does not include payments to a contractor, beneficiary or participant.

2.1.13. “Subrecipient” means an entity that receives a subaward from a pass-through entity to carry out part of a Federal award. The term subrecipient does not include a beneficiary or participant. A subrecipient may also be a recipient of other Federal awards directly from a Federal agency. Subrecipient also means Grantee.

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2.1.14. "System for Award Management (SAM)" means the Federal repository into which an Entity must enter the information required under the Transparency Act, which may be found at http://www.sam.gov.

2.1.15. "Total Compensation" means the cash and noncash dollar value an Executive earns during the entity's preceding fiscal year. This includes all items of compensation as prescribed in 17 CFR 229.402(c)(2).

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

2.1.17. "Unique Entity ID" (UEI) is the universal identifier for federal financial assistance applicants, as well as recipients and their direct subrecipients (first tier subrecipients).

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

**3. Compliance.**

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

**4. System for Award Management (SAM) and Unique Entity ID Requirements.**

4.1. SAM. Subrecipient must obtain a UEI but are not required to fully register in Sam.gov. Subrecipient shall maintain the currency of its information in SAM until the Subrecipient submits the final financial report required under the

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Award or receives final payment, whichever is later. Subrecipient shall review and update SAM information at least annually after the initial registration, and more frequently if required by changes in its information.

4.2. Unique Entity ID. Subrecipient shall provide its Unique Entity ID to its Recipient, and shall update Subrecipient's information at http://www.sam.gov at least annually after the initial registration, and more frequently if required by changes in Subrecipient's information.

**5. Total Compensation.**

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

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

5.1.2. In the preceding fiscal year, Subrecipient received:

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

5.1.2.2. $25,000,000 or more in annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and

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

**6. Reporting.**

6.1. Pursuant to the Transparency Act, Subrecipient shall report data elements to SAM and to the Recipient as required in this Exhibit. No direct payment shall be made to Subrecipient for providing any reports required under these Federal

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Provisions and the cost of producing such reports shall be included in the Grant price. The reporting requirements in this Exhibit are based on guidance from the OMB, and as such are subject to change at any time by OMB. Any such changes shall be automatically incorporated into this Grant and shall become part of Subrecipient's obligations under this Grant.

**7. Effective Date and Dollar Threshold for Reporting.**

7.1. Reporting requirements in §8 below apply to new Awards as of October 1, 2010, if the initial award is $30,000 or more. If the initial Award is below $30,000 but subsequent Award modifications result in a total Award of $30,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds $30,000. If the initial Award is $30,000 or more, but funding is subsequently de-obligated such that the total award amount falls below $30,000, the Award shall continue to be subject to the reporting requirements.

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

**8. Subrecipient Reporting Requirements.**

8.1. Subrecipient shall report as set forth below.

8.1.1. To Recipient. A Subrecipient shall report the following data elements in SAM for each Federal Award Identification Number (FAIN) assigned by a Federal agency to a Recipient no later than the end of the month following the month in which the Subaward was made:

8.1.1.1. Subrecipient Unique Entity ID;

8.1.1.2. Subrecipient Unique Entity ID if more than one electronic funds transfer (EFT) account;

8.1.1.3. Subrecipient parent's organization Unique Entity ID;

8.1.1.4. Subrecipient's address, including: Street Address, City, State, Country, Zip + 4, and Congressional District;

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8.1.1.5. Subrecipient's top 5 most highly compensated Executives if the criteria in §4 above are met; and Subrecipient's Total Compensation of top 5 most highly compensated Executives if the criteria in §4 above met.

8.1.1.6. Primary Place of Performance Information, including: Street Address, City, State, Country, Zip Code +4, and Congressional District.

8.1.2. The Recipient is required to submit this information to the Federal Funding Accountability and Transparency Act Subaward Reporting System (FSRS) at http://www.frsrs.gov.

**9. Procurement Standards.**

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

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

9.3. Procurement of Recovered Materials. If a Subrecipient is a State Agency or an agency of a political subdivision of the State, its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247, that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or

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the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

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

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

**10. Access to Records.**

10.1. A Subrecipient shall permit Recipient and its auditors to have access to Subrecipient’s records and financial statements as necessary for Recipient to meet the requirements of 2 CFR 200.332 (Requirements for pass-through entities), 2 CFR 200.300 (Statutory and national policy requirements) through 2 CFR 200.309 (Modification to period of performance), 2 CFR 200.337 (Access to Records) and Subpart F-Audit Requirements of the Uniform Guidance.

10.2. A Subrecipient must collect, transmit, and store information related to this Subaward in open and machine-readable formats (2 CFR 200.336).

**11. Single Audit Requirements.**

11.1. If a Subrecipient expends $1,000,000 or more in Federal Awards during the Subrecipient’s fiscal year, the Subrecipient shall procure or arrange for a single or program-specific audit conducted for that year in accordance with the provisions of Subpart F-Audit Requirements of the Uniform Guidance, issued

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pursuant to the Single Audit Act Amendments of 1996, (31 U.S.C. 7501-7507). 2 CFR 200.501.

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

11.1.2. Exemption. If a Subrecipient expends less than $1,000,000 in Federal Awards during its fiscal year, the Subrecipient shall be exempt from Federal audit requirements for that year, except as noted in 2 CFR 200.503 (Relation to other audit requirements), but records shall be available for review or audit by appropriate officials of the Federal agency, the State, and the Government Accountability Office.

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

**12. Required Provisions for Subrecipient with Subcontractors.**

12.1. In addition to other provisions required by the Federal Awarding Agency or the Recipient, Subrecipients shall include all of the following applicable provisions;

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12.1.1. For agreements with Subrecipients – Include the terms in the Grant Federal Provisions Exhibit (this exhibit)

12.1.2. For contracts with Subcontractors – Include the terms in the Contract Federal Provisions Exhibit.

**13. Certifications.**

13.1. Unless prohibited by Federal statutes or regulations, Recipient may require Subrecipient to submit certifications and representations required by Federal statutes or regulations on an annual basis. 2 CFR 200.415. Submission may be required more frequently if Subrecipient fails to meet a requirement of the Federal award. Subrecipient shall certify in writing to the State at the end of the Award that the project or activity was completed or the level of effort was expended. If the required level of activity or effort was not carried out, the amount of the Award must be adjusted.

**14. Exemptions.**

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

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

**15. Event of Default and Termination.**

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

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

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

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

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

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

**16. Additional Federal Requirements.**

16.1. Whistle Blower Protections

16.1.1. An employee of a subrecipient must not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in paragraph (a)(2) of 41 U.S.C. 4712 information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant. The subrecipient must inform their employees in writing of employee whistleblower rights and protections under 41 U.S.C. 4712. See statutory requirements for whistleblower protections at 10 U.S.C. 4701, 41 U.S.C. 4712, 41 U.S.C. 4304, and 10 U.S.C. 4310.

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# COLORADO DIVISION OF CRIMINAL JUSTICE
# CERTIFICATION OF COMPLIANCE WITH REGULATIONS
# OFFICE FOR CIVIL RIGHTS, DEPARTMENT OF JUSTICE (DCJ FORM 30)

*INSTRUCTIONS: Complete the table below with information found in the Grant Agreement. Read the form completely,* ***identify the person responsible for reporting civil rights findings, certify that the required Civil Rights training has been completed by the Project Director; and check only one certification under "II" that applies to your agency****. Have your Signature Authority sign at the bottom of page 2, forward a copy to the person identified as being responsible for reporting civil rights findings and return the original to the Colorado Division of Criminal Justice, 700 Kipling, Ste. 1000, Denver, CO 80215, within 45 days of the grant award beginning date.*

| PROJECT DIRECTOR: James Martin | PHONE: 719-5532410 |
|---|---|

Person responsible for reporting civil rights findings of discrimination: (Name, address, phone & email)

James Martin, 200 S. Main St, Pueblo, CO 81003 7195532410, jmartin@pueblo.us

I acknowledge that I viewed **all** of the trainings on Civil Rights available on DCJ's website at https://www.colorado.gov/pacific/dcj/civil-rights-requirements. I accept responsibility for ensuring that project staff understands their responsibilities as outlined in the presentations. I understand that if I have any questions about the material presented and my responsibilities as a grantee that I will contact my grant manager.

Signed by: James Martin 1EC84C075515446...

PROJECT DIRECTOR SIGNATURE

12/15/2025 | 1:39:49 PM MST

DATE

**SIGNATURE AUTHORITY'S CERTIFICATION:** As the Signature Authority for the above Grantee, I certify, by my signature on page two (2), that I have read and am fully cognizant of our duties and responsibilities under this Certification.

I. REQUIREMENTS OF GRANT RECIPIENTS: All grant recipients (regardless of the type of entity or the amount awarded) are subject to prohibitions against discrimination in any program or activity, and must take reasonable steps to provide meaningful access for persons with limited English proficiency.

♦I certify that this agency will maintain data (and submit when required) to ensure that: our services are delivered in an equitable manner to all segments of the service population; our employment practices comply with Equal Opportunity Requirements, 28 CFR 42.207 and 42.301 *et seq*.; our projects and activities provide meaningful access for people with limited English proficiency as required by Title VI of the Civil Rights Act, (*See also*, 2000 Executive Order #13166).

♦I also certify that the person in this agency or unit of government who is responsible for reporting civil rights findings of discrimination will submit these findings, if any, to the Division of Criminal Justice within 45 days of the finding, and/or if the finding occurred prior to the grant award beginning date, within 45 days of the grant award beginning date.

**DCJ FORM 30:**
**CERTIFICATION OF COMPLIANCE WITH REGULATIONS,**
**OFFICE FOR CIVIL RIGHTS, DEPARTMENT OF JUSTICE** (Continued)

II. EQUAL EMPLOYMENT OPPORTUNITY PLAN (EEOP) CERTIFICATIONS: Check the box before **ONLY ONE** APPROPRIATE CERTIFICATION (A, or B below) that applies to this grantee agency during the period of the grant duration noted above.

☐ **CERTIFICATION "A" [Applicable, if (1), (2) or (3), below, apply.]** This is the Certification that most non-profits and small agencies will use. Check all that apply to your entity.

This funded entity:
___ (1) is an educational, medical or non-profit organization or an Indian Tribe;
___ (2) has less than 50 employees;
___ (3) was awarded through this single grant award from the Colorado Division of Criminal Justice less than $25,000 in federal U.S. Department of Justice funds.

Therefore, I hereby certify that this funded entity is not required to maintain an EEOP, pursuant to 28 CFR §42.302, but is **required to submit a Certification (https://ojp.gov/about/ocr/eeop.htm)**.

☐ **CERTIFICATION "B" (Applicable to all entities that do not qualify for Certification "A" above)**

This funded entity, as a for-profit entity or a state or local government having 50 or more employees (counting both full- and part-time employees but excluding political appointees) and is receiving, through this single grant award from the Colorado Division of Criminal Justice, more than $25,000, in federal U.S. Department of Justice funds.

Therefore, I hereby certify that the funded entity will prepare and submit an EEOP and Certification at https://ojp.gov/about/ocr/eeop.htm, within 60 days of the award. The EEOP shall be submitted in accordance with 28 CFR §42, subpart E, to Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice that will include a section specifically analyzing the grantee (implementing) agency. (If you have already submitted an EEOP applicable to this time period, send a copy of the letter received from the Office for Civil Rights showing that your EEOP is acceptable.)

As the Signature Authority for the above grantee, I certify, by my signature below, that I have read and am fully cognizant of our duties and responsibilities under this Certification. I, hereby, also certify that the content of this form, other than the data entry required, has not been altered.

| | |
|---|---|
| | 12/15/2025 \| 4:46:42 PM MST |
| SIGNATURE AUTHORITY SIGNATURE | DATE |
| Heather Graham | Mayor |
| TYPED NAME | TITLE |

* * * * * * * * * * *

*This signed form must be returned to the Colorado Division of Criminal Justice, 700 Kipling, Ste. 1000, Denver, CO 80215, within 45 days of the grant award beginning date. You must also forward a signed copy to the person identified in the box above.*

Docusign Envelope ID: 7720FE93-8252-429F-900C-D0A7A162EDBC

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

# CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Nonpro-curement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

## 1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over $100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant 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 grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

---

## 2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510—

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) 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 (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

---

## 3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620—

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about—

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such convic-tion. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531. Notice shall include the iden-tification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted—

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforce-ment, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Check ☐ if there are workplaces on file that are not indentified here.

Section 67, 630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each ap-plication for Department of Justice funding. States and State agencies may elect to use OJP Form 4061/7.

Check ☐ if the State has elected to complete OJP Form 4061/7.

**DRUG-FREE WORKPLACE**
**(GRANTEES WHO ARE INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67; Sections 67.615 and 67.620—

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, posses-sion, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531.

Required only for awards greater than $100,000. This form must be signed by the Signature Authority/ Authorized Official for the Grantee Agency. The Project Director should NOT sign this form.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

City of Pueblo
1 CITY HALL PLACE
PUEBLO, CO 81003

1. Grantee Name and Address:

| PPD Crisis Intervention Team Support | 846006151 |
|---|---|
| 2. Application Number and/or Project Name | 3. Grantee IRS/Vendor Number |

Heather Graham
Mayor

4. Typed Name and Title of Authorized Representative

| Signed by: 3A85950B7BCA462... | 12/15/2025 \| 4:46:42 PM MST |
|---|---|
| 5. Signature | 6. Date |

## Certificate Of Completion

Envelope Id: 7720FE93-8252-429F-900C-D0A7A162EDBC
Status: Completed
Subject: 2024-SC-25-866_ 2024 SCIP Grant_City of Pueblo
Source Envelope:
Document Pages: 71
Signatures: 5
Envelope Originator:
Certificate Pages: 5
Initials: 0
OAJJA Grants
AutoNav: Enabled
700 Kipling St
EnvelopeId Stamping: Enabled
Lakewood, CO 80215
Time Zone: (UTC-07:00) Mountain Time (US & Canada)
cdps_dcj_oajjagrants@state.co.us
IP Address: 165.127.87.1

## Record Tracking

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Pool: CDPS Contracts and Grants
Location: Docusign

| Signer Events | Signature | Timestamp |
|---|---|---|
| James Martin<br>jmartin@pueblo.us<br>City of Pueblo<br>Security Level: Email, Account Authentication (None) | Signed by:<br>James Martin<br>1EC84C075515446...<br>Signature Adoption: Pre-selected Style<br>Using IP Address: 147.136.248.50 | Sent: 12/15/2025 12:43:43 PM<br>Viewed: 12/15/2025 1:32:43 PM<br>Signed: 12/15/2025 1:39:49 PM |
| **Electronic Record and Signature Disclosure:**<br>Accepted: 12/15/2025 1:32:43 PM<br>ID: b9b50df7-bc96-4614-80ba-41014576dd63 | | |
| Heather Graham<br>hgraham@pueblo.us<br>Mayor<br>-<br>Security Level: Email, Account Authentication (None) | Signed by:<br>3A85950B7BCA462...<br>Signature Adoption: Drawn on Device<br>Using IP Address: 174.234.16.48<br>Signed using mobile | Sent: 12/15/2025 1:39:53 PM<br>Viewed: 12/15/2025 4:46:22 PM<br>Signed: 12/15/2025 4:46:42 PM |
| **Electronic Record and Signature Disclosure:**<br>Accepted: 12/15/2025 4:46:22 PM<br>ID: adbf8977-fc62-484f-b57a-49ba5f66d5ab | | |
| Matthew M. Lunn, PhD<br>matthew.lunn@state.co.us<br>Director<br>Security Level: Email, Account Authentication (None) | Signed by:<br>8C8341EFA6124C4...<br>Signature Adoption: Uploaded Signature Image<br>Using IP Address: 97.122.182.7 | Sent: 12/15/2025 4:46:45 PM<br>Viewed: 12/16/2025 9:06:41 PM<br>Signed: 12/16/2025 9:06:59 PM |
| **Electronic Record and Signature Disclosure:**<br>Accepted: 12/16/2025 9:06:41 PM<br>ID: be9f5619-4778-42a1-9b1d-dede8d632613 | | |
| Lyndsay Clelland<br>Lyndsay.Clelland@state.co.us<br>Contract, Grant and Compliance Coordinator<br>Division of Criminal Justice<br>Security Level: Email, Account Authentication (None) | DocuSigned by:<br>Lyndsay Clelland<br>363D680603F0405...<br>Signature Adoption: Pre-selected Style<br>Using IP Address: 174.198.129.23 | Sent: 12/16/2025 9:07:03 PM<br>Viewed: 12/17/2025 8:02:00 PM<br>Signed: 12/17/2025 8:02:13 PM |
| **Electronic Record and Signature Disclosure:**<br>Not Offered via Docusign | | |

| In Person Signer Events | Signature | Timestamp |
|---|---|---|

| Editor Delivery Events | Status | Timestamp |
|---|---|---|

| Agent Delivery Events | Status | Timestamp |
|---|---|---|

| Intermediary Delivery Events | Status | Timestamp |
|---|---|---|

| Certified Delivery Events | Status | Timestamp |
|---|---|---|

| Carbon Copy Events | Status | Timestamp |
|---|---|---|
| Flint Timmons<br>ftimmons@pueblo.us<br>Security Level: Email, Account Authentication (None)<br>**Electronic Record and Signature Disclosure:**<br>Not Offered via Docusign | COPIED | Sent: 12/15/2025 12:43:44 PM |
| Kinsey Garrett<br>Kinsey.Garrett@state.co.us<br>Security Level: Email, Account Authentication (None)<br>**Electronic Record and Signature Disclosure:**<br>Accepted: 11/3/2025 9:56:59 AM<br>ID: b33f29f3-4e55-4253-abd0-5f83b96e4d0b | COPIED | Sent: 12/17/2025 8:02:16 PM<br>Viewed: 12/18/2025 10:22:10 AM |
| Breanne Nugent<br>breanne.nugent1@state.co.us<br>CJ - Grant Contract Specialist<br>CDPS<br>Security Level: Email, Account Authentication (None)<br>**Electronic Record and Signature Disclosure:**<br>Not Offered via Docusign | COPIED | Sent: 12/17/2025 8:02:17 PM |

| Witness Events | Signature | Timestamp |
|---|---|---|

| Notary Events | Signature | Timestamp |
|---|---|---|

| Envelope Summary Events | Status | Timestamps |
|---|---|---|
| Envelope Sent | Hashed/Encrypted | 12/15/2025 12:43:44 PM |
| Certified Delivered | Security Checked | 12/17/2025 8:02:00 PM |
| Signing Complete | Security Checked | 12/17/2025 8:02:13 PM |
| Completed | Security Checked | 12/17/2025 8:02:17 PM |

| Payment Events | Status | Timestamps |
|---|---|---|

| Electronic Record and Signature Disclosure |
|---|

## ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, CDPS Contracts and Grants (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

**How to contact CDPS Contracts and Grants:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: sarah.white@state.co.us

**To advise CDPS Contracts and Grants of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at sarah.white@state.co.us and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

**To request paper copies from CDPS Contracts and Grants**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to sarah.white@state.co.us and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

**To withdraw your consent with CDPS Contracts and Grants**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to sarah.white@state.co.us and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

**Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

**Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify CDPS Contracts and Grants as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by CDPS Contracts and Grants during the course of your relationship with CDPS Contracts and Grants.

**Background Paper for Proposed Ordinance**

**COUNCIL MEETING DATE:** July 27, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Clyde Bishop, City Clerk

FROM: Benjamin Valdez, Director of Transit

SUBJECT: AN ORDINANCE APPROVING, ACCEPTING, BUDGETING, AND APPROPRIATING A CLEAN TRANSIT ENTERPRISE GRANT NUMBER 26-HTR-ZL-00201 ADMINISTERED BY THE COLORADO DEPARTMENT OF TRANSPORTATION, AWARD, AND APPLICABLE CONDITIONS PERTAINING THERETO, BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE COLORADO DEPARTMENT OF TRANSPORTATION ESTABLISHING PROJECT NUMBER BC2602, BUDGETING AND APPROPRIATING $1,099,282 DOLLARS, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

## SUMMARY:

Attached is a Grant Award 26-HTR-ZL-00201 between the City of Pueblo, a Colorado Municipal Corporation and The Colorado Department of Transportation for $1,099,282.

## PREVIOUS COUNCIL ACTION:

No previous Council actions.

## BACKGROUND:

The City of Pueblo was awarded a Clean Transit Enterprise grant from the Colorado Department of Transportation, to increase service hours on three existing routes and expand the service areas of two additional routes, as well as launching a pilot micro-

transit after-hours program and facilitating the hire of one Bus Operator to cover the new hours of operation.

**FINANCIAL IMPLICATIONS:**

This Ordinance requires no expenditure of City funds and imposes no cost on the City. The State share of the project requires no City match is required.

**BOARD/COMMISSION RECOMMENDATION:**

Pueblo Transit Board recommends approval.

**STAKEHOLDER PROCESS:**

Not applicable.

**ALTERNATIVES:**

The alternative, should this Ordinance not pass, is for the City of Pueblo to not be able to expand the services outlined in this award to better serve the Pueblo Community.

**RECOMMENDATION:**

Approval of the Ordinance.

**ATTACHMENTS:**

1. 26-HTR-ZL-00201 Grant

ORDINANCE NO.

AN ORDINANCE APPROVING, ACCEPTING, BUDGETING, AND APPROPRIATING A CLEAN TRANSIT ENTERPRISE GRANT NUMBER 26-HTR-ZL-00201 ADMINISTERED BY THE COLORADO DEPARTMENT OF TRANSPORTATION, AWARD, AND APPLICABLE CONDITIONS PERTAINING THERETO, BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE COLORADO DEPARTMENT OF TRANSPORTATION ESTABLISHING PROJECT NUMBER BC2602, BUDGETING AND APPROPRIATING $1,099,282 DOLLARS, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

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

SECTION 1.

The awarding of the Clean Transit Enterprise Grant to the City of Pueblo, Pueblo Transit, a true copy of which is attached hereto, is hereby approved and accepted in accordance with its terms and conditions

SECTION 2.

The Mayor of the City is authorized to execute the Grant Award acceptance in the name of and on behalf of the City, and the Mayor is authorized to execute any and all other certifications, assurances and other documents associated therewith

SECTION 3.

Project Number BC2602 is hereby established, to the extent not already established, and the sum of $1,099,282 from Colorado Department of Transportation Grant 26-HTR-ZL-00201 is hereby budgeted and appropriated to Project Number BC2602, therefore

SECTION 4.

The officers and staff of the City are directed and authorized to perform any and all acts consistent with the intent of this Ordinance and the attached Award 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 July 13, 2026.

Final adoption of Ordinance by City Council on July 27, 2026.

_____
President of City Council

**Action by the Mayor:**

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

_____
_____
_____
_____

_____
Mayor

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

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

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

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

_____
President of City Council

ATTEST

_____
City Clerk

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# State of Colorado Grant Agreement

## Cover Page

**State Agency:**
Department of Transportation

**Grantee:**
City of Pueblo

**Agreement Maximum Amount:**
**Initial Term:**
State CTE Funds (at 80% or less) $1,099,282.00

Local Funds (at 0% or more) $0.00

Agreement Total $1,099,282.00

**Agreement Number:**
Routing #: 26-HTR-ZL-00201

PO #: 491004226

**Agreement Performance Beginning Date:**
The Effective Date

**Initial Agreement Expiration Date:**
April 30, 2028

**Fund Expenditure End Date:**
April 30, 2028

**Agreement Authority:**
Authority to enter into this Agreement Exists in CRS §§43-1-106, 43-1-110, 43-1-701, 43-1-702, 43-4-1203, 24-1-105, and 24-77-108.

**Agreement Purpose**

The purpose of this Agreement is to provide funding for the City of Pueblo to facilitate the expansion of public transportation services and to support the goals of the CTE 10 Year Plan and Statewide Transit Plan.

**Exhibits and Order of Precedence**

The following Exhibits and attachments are included with this Agreement:

1. Exhibit A, Statement of Work
2. Exhibit B, Sample Option Letter
3. Exhibit C, PII Certification

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

1. Colorado Special Provisions in §18 of the main body of this Agreement.
2. The provisions of the other sections of the main body of this Agreement.
3. Exhibit A, Statement of Work.
4. Exhibit C, PII Certification
5. Exhibit B, Sample Option Letter

**Principal Representatives**

For the State:
Leslie Ralston
Clean Transit Enterprise
Colorado Department of Transportation
2829 W. Howard Place
Denver, CO 80204
leslie.ralston@state.co.us

For Grantee:
Ben Valdez
City of Pueblo
350 Alan Hamel Avenue
Pueblo, CO 81003
bvaldez@pueblo.us

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## Signature Page

**The Parties hereto have executed this agreement. Each person signing this Agreement represents and warrants that the signer is duly authorized to execute this Agreement and to bind the Party authorizing such signature.**

GRANTEE

City of Pueblo

Signed by:
By: 3A85950B7BCA462... _____

Name: Heather Graham

Title: Mayor

Date: 6/29/2026

GRANTEE Second Signatory, if needed

By: _____

Name: _____

Title: _____

Date: _____

**STATE OF COLORADO**

**Jared S. Polis, GOVERNOR**

Department of Transportation

Clean Transit Enterprise

Signed by:
By: Craig Secrest
BB8E716976EE41D... _____

Craig Secrest, Program Administrator

Date: 6/29/2026

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

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

DocuSigned by:
By: Lori Copeland
BDA801C5CFAC478... _____

Department of Transportation

Effective Date: 6/29/2026

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**1. Parties**

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

**2. Term and Effective Date**

A. Effective Date

This Agreement shall not be valid or enforceable until the Effective Date, and the Grant Funds shall be expended by the Fund Expenditure End Date shown on the Signature and Cover Page for this Agreement. The State shall not be bound by any provision of this Agreement before the Effective Date, and shall have no obligation to pay Grantee for any Work performed or expense incurred before the Effective Date, except as described in §5.D, or after the Fund Expenditure End Date. If the Work will be performed in multiple phases, the period of performance start and end date of each phase is detailed under the Project Schedule in Exhibit A.

B. Initial Term

The Parties' respective performances under this Agreement shall commence on the Agreement Performance Beginning Date shown on the Cover Page for this Agreement and shall terminate on the Initial Agreement Expiration Date shown on the Cover Page for this Agreement (the "Initial Term") unless sooner terminated or further extended in accordance with the terms of this Agreement.

C. Extension Terms - State's Option

The State, at its discretion, shall have the option to extend the performance under this Agreement beyond the Initial Term for a period, or for successive periods, of one year or less at the same rates and under the same terms specified in this Agreement (each such period an "Extension Term"). In order to exercise this option, the State shall provide written notice to Grantee in a form substantially equivalent to Sample Option Letter attached to this Agreement.

D. End of Term Extension

If this Agreement approaches the end of its Initial Term, or any Extension Term then in place, the State, at its discretion, upon written notice to Grantee as provided in §14, may unilaterally extend such Initial Term or Extension Term for a period not to exceed two months (an "End of Term Extension"), regardless of whether additional Extension Terms are available or not. The provisions of this Agreement in effect when such notice is given shall remain in effect during the End of Term Extension. The End of Term Extension shall automatically terminate upon execution of a replacement Agreement or modification extending the total term of this Agreement.

E. Early Termination in the Public Interest

The State is entering into this Agreement to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Agreement ceases to further the public interest of the State, the State, in its discretion, may terminate this Agreement in whole or in part. A determination that this Agreement should be terminated in the public interest shall not be

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equivalent to a State right to terminate for convenience. This subsection shall not apply to a termination of this Agreement by the State for breach by Grantee, which shall be governed by 12.A.i.

i. Method and Content

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

ii. Obligations and Rights

Upon receipt of a termination notice for termination in the public interest, Grantee shall be subject to the rights and obligations set forth in §12.A.i.a12.A.i.a.

iii. Payments

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

F. Grantee's Termination Under Federal Requirements

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

**3. Definitions**

The following terms shall be construed and interpreted as follows:

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

B. **RESERVED**

C. **"Breach of Agreement"** means the failure of a Party to perform any of its obligations in accordance with this Agreement, in whole or in part or in a timely or satisfactory manner. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Grantee, or the appointment of a receiver or similar officer for Grantee or any of its property, which is not vacated or fully stayed within 30 days after the institution of such proceeding, shall also constitute a breach. If Grantee is debarred or suspended under §24-109-105, C.R.S. at any time during the term of this Agreement, then such debarment or suspension shall constitute a breach.

D. **"Budget"** means the budget for the Work described in Exhibit A.

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

F. **RESERVED**

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

H. **"Cost Sharing"** means a portion of project costs not paid under this Subaward. This includes match which refers to required levels of cost share that must be provided (2 CFR 200.306).

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

J. **"End of Term Extension"** means the time period defined in §2.D2.D.

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

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

M. **RESERVED**

N. **RESERVED**

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

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

Q. **"Incident"** means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access, loss, disclosure, modification, disruption, or destruction of any communications or information resources of the State, which are included as part of the Work, as described in §§24-37.5-401, et seq. C.R.S. Incidents include, without limitation, (i) successful attempts to gain unauthorized access to a State system or State Records regardless of where such information is located; (ii) unwanted disruption or denial of service; (iii) the unauthorized use of a State system for the processing or storage of data; or (iv) changes to State system hardware, firmware, or software characteristics without the State's knowledge, instruction, or consent.

R. **"Initial Term"** means the time period defined in §2.B2.B.

S. **"Party"** means the State or Grantee, and "Parties" means both the State and Grantee.

T. **RESERVED**

U. **"PII"** means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. PII includes, but is not limited to, all information defined as personally identifiable information in §§24-72-501 and 24-73-101, C.R.S. "PII" shall also mean "personal identifying information" as set forth at § 24-74-102, et. seq., C.R.S.

V. **RESERVED**

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W. **RESERVED**

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

Y. **"State Confidential Information"** means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to, PII and State personnel records not subject to disclosure under CORA. State Confidential Information shall not include information or data concerning individuals that is not deemed confidential but nevertheless belongs to the State, which has been communicated, furnished, or disclosed by the State to Grantee which (i) is subject to disclosure pursuant to CORA; (ii) is already known to Grantee without restrictions at the time of its disclosure to Grantee; (iii) is or subsequently becomes publicly available without breach of any obligation owed by Grantee to the State; (iv) is disclosed to Grantee, without confidentiality obligations, by a third party who has the right to disclose such information; or (v) was independently developed without reliance on any State Confidential Information.

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

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

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

CC. **"Subcontractor"** means third-parties, if any, engaged by Grantee to aid in performance of the Work. "Subcontractor" also includes sub-grantees of grant funds.

**DD. RESERVED**

EE. **RESERVED**

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

GG. "Work" means the Goods delivered and Services performed pursuant to this Agreement.

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

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

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**4. Statement of Work**

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

**5. Payments to Grantee**

A. Maximum Amount

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

B. Payment Procedures

i. Invoices and Payment

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

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

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

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

ii. Interest

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

iii. Payment Disputes

If Grantee disputes any calculation, determination or amount of any payment, Grantee shall notify the State in writing of its dispute within 30 days following the earlier to occur of Grantee's receipt of the payment or notification of the determination or calculation of the payment by the State. The State will review the information presented by Grantee and may make changes to its determination based on this review. The calculation, determination or payment amount that results from the State's review shall not be subject to additional dispute under this subsection. No payment subject to a dispute under this

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subsection shall be due until after the State has concluded its review, and the State shall not pay any interest on any amount during the period it is subject to dispute under this subsection.

iv. Available Funds-Contingency-Termination

The State is prohibited by law from making commitments beyond the term of the current State Fiscal Year. Payment to Grantee beyond the current State Fiscal Year is contingent on the appropriation and continuing availability of Grant Funds in any subsequent year (as provided in the Colorado Special Provisions). If federal funds or funds from any other non-State funds constitute all or some of the Grant Funds, the State's obligation to pay Grantee shall be contingent upon such non-State funding continuing to be made available for payment. Payments to be made pursuant to this Agreement shall be made only from Grant Funds, and the State's liability for such payments shall be limited to the amount remaining of such Grant Funds. If State, federal or other funds are not appropriated, or otherwise become unavailable to fund this Agreement, the State may, upon written notice, terminate this Agreement, in whole or in part, without incurring further liability. The State shall, however, remain obligated to pay for Services and Goods that are delivered and accepted prior to the effective date of notice of termination, and this termination shall otherwise be treated as if this Agreement were terminated in the public interest as described in §2.E.

v. RESERVED

C. Matching Funds

Grantee shall provide Matching Funds as provided in §5.A and Exhibit A. Grantee shall have raised the full amount of Matching Funds prior to the Effective Date and shall report to the State regarding the status of such funds upon request. Grantee's obligation to pay all or any part of any matching funds, whether direct or contingent, only extend to funds duly and lawfully appropriated for the purposes of this Agreement by the authorized representatives of Grantee and paid into Grantee's treasury or bank account. Grantee represents to the State that the amount designated "Grantee's Matching Funds" in Exhibit A has been legally appropriated for the purposes of this Agreement by its authorized representatives and paid into its treasury or bank account. Grantee does not by this Agreement irrevocably pledge present cash reserves for payments in future fiscal years, and this Agreement is not intended to create a multiple-fiscal year debt of Grantee. Grantee shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by Grantee's laws or policies.

D. Reimbursement of Grantee Costs

Only with prior written approval, the State shall reimburse Grantee's allowable costs, not exceeding the maximum total amount described in Exhibit A and §5.A for all allowable costs described in this Grant and shown in the Budget, except that Grantee may adjust the amounts between each line item of the Budget without formal modification to this Agreement as long as the Grantee provides notice to the State of the change, the change does not modify the total maximum amount of this Agreement or the maximum amount for any state fiscal year, and the change does not modify any requirements of

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the Work. The State shall reimburse Grantee for the federal share of properly documented allowable costs related to the Work after review and approval thereof, subject to the provisions of this Agreement and Exhibit A. However, any costs incurred by Grantee prior to the Effective Date shall not be reimbursed absent specific allowance of pre-award costs and indication that the Federal Award funding is retroactive. Grantee's costs for Work performed after the Fund Expenditure End Date shown on the Signature and Cover Page for this Agreement, or after any phase performance period end date for a respective phase of the Work, shall not be reimbursable. The State shall only reimburse allowable costs described in this Agreement and shown in the Budget if those costs are:

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

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

E. Close-Out

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

**6. Reporting - Notification**

A. Quarterly Reports

In addition to any reports required pursuant to §16 or pursuant to any other Exhibit, for any Agreement having a term longer than three months, Grantee shall submit, on a quarterly basis, a written report specifying progress made for each specified performance measure and standard in this Agreement. Such progress report shall be in accordance with the procedures developed and prescribed by the State. Progress reports shall be submitted to the State not later than five Business Days following the end of each calendar quarter or at such time as otherwise specified by the State.

B. Litigation Reporting

If Grantee is served with a pleading or other document in connection with an action before a court or other administrative decision making body, and such pleading or document relates to this Agreement or may affect Grantee's ability to perform its obligations under this Agreement, Grantee shall, within ten days after being served, notify the State of such action and deliver copies of such pleading or document to the State's Principal Representative identified on the Cover Page for this Agreement.

C. Performance and Final Status

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

D. Violations Reporting

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

**7. Grantee Records**

A. Maintenance

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

B. Inspection

Grantee shall permit the State, the federal government, and any other duly authorized agent of a governmental agency to audit, inspect, examine, excerpt, copy and transcribe Grantee Records during the Record Retention Period. Grantee shall make Grantee Records available during normal business hours at Grantee's office or place of business, or at other mutually agreed upon times or locations, upon no fewer than two Business Days' notice from the State, unless the State determines that a shorter period of notice, or no notice, is necessary to protect the interests of the State.

C. Monitoring

The State will monitor Grantee's performance of its obligations under this Agreement using procedures as determined by the State. The federal government and any other duly authorized agent of a governmental agency, in its discretion, may monitor Grantee's performance of its obligations under this Agreement using procedures as determined by that governmental entity. The State shall have the right, in its sole discretion, to change its monitoring procedures and requirements at any time during the term

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of this Agreement. The State shall monitor Grantee's performance in a manner that does not unduly interfere with Grantee's performance of the Work.

D. Final Audit Report

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

**8. Confidential Information – State Records**

A. Confidentiality

Grantee shall keep confidential, and cause all Subcontractors to keep confidential, all State Records, unless those State Records are publicly available. Grantee shall not, without prior written approval of the State, use, publish, copy, disclose to any third party, or permit the use by any third party of any State Records, except as otherwise stated in this Agreement, permitted by law or approved in writing by the State. Grantee shall provide for the security of all State Confidential Information in accordance with all policies promulgated by the Colorado Office of Information Security and all applicable laws, rules, policies, publications, and guidelines. Grantee shall immediately forward any request or demand for State Records to the State's Principal Representative.

B. Other Entity Access and Nondisclosure Agreements

Grantee may provide State Records to its agents, employees, assigns and Subcontractors as necessary to perform the Work, but shall restrict access to State Confidential Information to those agents, employees, assigns and Subcontractors who require access to perform their obligations under this Agreement. Grantee shall ensure all such agents, employees, assigns, and Subcontractors sign agreements containing nondisclosure provisions at least as protective as those in this Agreement, and that the nondisclosure provisions are in force at all times the agent, employee, assign or Subcontractor has access to any State Confidential Information. Grantee shall provide copies of those signed nondisclosure provisions to the State upon execution of the nondisclosure provisions.

C. Use, Security, and Retention

Grantee shall use, hold and maintain State Confidential Information in compliance with any and all applicable laws and regulations in facilities located within the United States, and shall maintain a secure environment that ensures confidentiality of all State Confidential Information wherever located. Grantee shall provide the State with access, subject to Grantee's reasonable security requirements, for purposes of inspecting and monitoring access and use of State Confidential Information and evaluating security control effectiveness. Upon the expiration or termination of this Agreement, Grantee shall return State Records provided to Grantee or destroy such State Records and certify to the State that it has done so, as directed by the State. If Grantee is prevented by law or regulation from returning or destroying State Confidential Information, Grantee warrants it will guarantee the confidentiality of, and cease to use, such State Confidential Information.

D. Incident Notice and Remediation

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If Grantee becomes aware of any Incident, it shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. Unless Grantee can establish that none of Grantee or any of its agents, employees, assigns or Subcontractors are the cause or source of the Incident, Grantee shall be responsible for the cost of notifying each person who may have been impacted by the Incident. After an Incident, Grantee shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the State at no additional cost to the State. The State may adjust or direct modifications to this plan, in its sole discretion and Grantee shall make all modifications as directed by the State. If Grantee cannot produce its analysis and plan within the allotted time, the State, in its sole discretion, may perform such analysis and produce a remediation plan, and Grantee shall reimburse the State for the reasonable costs thereof.

E. Safeguarding PII

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

**9. Conflict of Interest**

A. Actual Conflicts of Interest

Grantee shall not engage in any business or activities, or maintain any relationships that conflict in any way with the full performance of the obligations of Grantee under this Agreement. Such a conflict of interest would arise when a Grantee or Subcontractor's employee, officer or agent were to offer or provide any tangible personal benefit to an employee of the State, or any member of his or her immediate family or his or her partner, related to the award of, entry into or management or oversight of this Agreement.

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B. Apparent Conflicts of Interest

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

C. Disclosure to the State

If a conflict or the appearance of a conflict arises, or if Grantee is uncertain whether a conflict or the appearance of a conflict has arisen, Grantee shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Failure to promptly submit a disclosure statement or to follow the State's direction in regard to the actual or apparent conflict constitutes a breach of this Agreement.

D. Grantee acknowledges that all State employees are subject to the ethical principles described in §24-18-105, C.R.S. Grantee further acknowledges that State employees may be subject to the requirements of §24-18-105, C.R.S. with regard to this Agreement.

**10. Insurance**

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

A. Workers' Compensation

Workers' compensation insurance as required by state statute, and employers' liability insurance covering all Grantee or Subcontractor employees acting within the course and scope of their employment.

B. General Liability

Commercial general liability insurance covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows:

i. $1,000,000 each occurrence;
ii. $1,000,000 general aggregate;
iii. $1,000,000 products and completed operations aggregate; and
iv. $50,000 any one fire.

C. Automobile Liability

Automobile liability insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit of $1,000,000 each accident combined single limit.

D. Cyber/Network Security and Privacy Liability

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Liability insurance covering civil, regulatory, and statutory damages, contractual damages, data breach management exposure, and any loss of income or extra expense as a result of actual or alleged breach, violation, or infringement of right to privacy, consumer data protection law, confidentiality or other legal protection for personal information, as well as State Confidential Information with minimum limits as follows:

i. $1,000,000 each occurrence; and

ii. $2,000,000 general aggregate.

E. Professional Liability Insurance

Professional liability insurance covering any damages caused by an error, omission or any negligent act with minimum limits as follows:

i. $1,000,000 each occurrence; and

ii. $1,000,000 general aggregate.

F. Crime Insurance

Crime insurance including employee dishonesty coverage with minimum limits as follows:

i. $1,000,000 each occurrence; and

ii. $1,000,000 general aggregate.

G. Additional Insured

The State shall be named as additional insured on all commercial general liability policies (leases and construction contracts require additional insured coverage for completed operations) required of Grantee and Subcontractors.

H. Primacy of Coverage

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

I. Cancellation

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

J. Subrogation Waiver

All commercial insurance policies secured or maintained by Grantee or its Subcontractors in relation to this Agreement shall include clauses stating that each carrier shall waive all rights of recovery under subrogation or otherwise against Grantee or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

K. Public Entities

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If Grantee is a "public entity" within the meaning of the Colorado Governmental Immunity Act, §§24-10-101, et seq., C.R.S. (the "GIA"), Grantee shall maintain, in lieu of the liability insurance requirements stated above, at all times during the term of this Agreement such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the GIA. If a Subcontractor is a public entity within the meaning of the GIA, Grantee shall ensure that the Subcontractor maintain at all times during the terms of this Grantee, in lieu of the liability insurance requirements stated above, such liability insurance, by commercial policy or self-insurance, as is necessary to meet the Subcontractor's obligations under the GIA.

L. Certificates

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

**11. Breach of Agreement**

In the event of a Breach of Agreement, the aggrieved Party shall give written notice of Breach of Agreement to the other Party. If the notified Party does not cure the breach, at its sole expense, within 30 days after the delivery of written notice, the Party may exercise any of the remedies as described in §12 for that Party. Notwithstanding any provision of this Agreement to the contrary, the State, in its discretion, need not provide notice or a cure period and may immediately terminate this Agreement in whole or in part or institute any other remedy in this Agreement in order to protect the public interest of the State; or if Grantee is debarred or suspended under §24-109-105, C.R.S., the State, in its discretion, need not provide notice or cure period and may terminate this Agreement in whole or in part or institute any other remedy in this Agreement as of the date that the debarment or suspension takes effect.

**12. Remedies**

A. State's Remedies

If Grantee is in breach under any provision of this Agreement and fails to cure such breach, the State, following the notice and cure period set forth in §11, shall have all of the remedies listed in this section in addition to all other remedies set forth in this Agreement or at law. The State may exercise any or all of the remedies available to it, in its discretion, concurrently or consecutively.

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i. Termination for Breach

In the event of Grantee's uncured breach, the State may terminate this entire Agreement or any part of this Agreement. Grantee shall continue performance of this Agreement to the extent not terminated, if any.

a. Obligations and Rights

To the extent specified in any termination notice, Grantee shall not incur further obligations or render further performance past the effective date of such notice, and shall terminate outstanding orders and subcontracts with third parties. However, Grantee shall complete and deliver to the State all Work not cancelled by the termination notice, and may incur obligations as necessary to do so within this Agreement's terms. At the request of the State, Grantee shall assign to the State all of Grantee's rights, title, and interest in and to such terminated orders or subcontracts. Upon termination, Grantee shall take timely, reasonable and necessary action to protect and preserve property in the possession of Grantee but in which the State has an interest. At the State's request, Grantee shall return materials owned by the State in Grantee's possession at the time of any termination. Grantee shall deliver all completed Work Product and all Work Product that was in the process of completion to the State at the State's request.

b. Payments

Notwithstanding anything to the contrary, the State shall only pay Grantee for accepted Work received as of the date of termination. If, after termination by the State, the State agrees that Grantee was not in breach or that Grantee's action or inaction was excusable, such termination shall be treated as a termination in the public interest, and the rights and obligations of the Parties shall be as if this Agreement had been terminated in the public interest under §2.E.

c. Damages and Withholding

Notwithstanding any other remedial action by the State, Grantee shall remain liable to the State for any damages sustained by the State in connection with any breach by Grantee, and the State may withhold payment to Grantee for the purpose of mitigating the State's damages until such time as the exact amount of damages due to the State from Grantee is determined. The State may withhold any amount that may be due Grantee as the State deems necessary to protect the State against loss including, without limitation, loss as a result of outstanding liens and excess costs incurred by the State in procuring from third parties replacement Work as cover.

ii. Remedies Not Involving Termination

The State, in its discretion, may exercise one or more of the following additional remedies:

a. Suspend Performance

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Suspend Grantee's performance with respect to all or any portion of the Work pending corrective action as specified by the State without entitling Grantee to an adjustment in price or cost or an adjustment in the performance schedule. Grantee shall promptly cease performing Work and incurring costs in accordance with the State's directive, and the State shall not be liable for costs incurred by Grantee after the suspension of performance.

b. Withhold Payment

Withhold payment to Grantee until Grantee corrects its Work.

c. Deny Payment

Deny payment for Work not performed, or that due to Grantee's actions or inactions, cannot be performed or if they were performed are reasonably of no value to the state; provided, that any denial of payment shall be equal to the value of the obligations not performed.

d. Removal

Demand immediate removal of any of Grantee's employees, agents, or Subcontractors from the Work whom the State deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable or whose continued relation to this Agreement is deemed by the State to be contrary to the public interest or the State's best interest.

e. Intellectual Property

If any Work infringes, or if the State in its sole discretion determines that any Work is likely to infringe, a patent, copyright, trademark, trade secret or other intellectual property right, Grantee shall, as approved by the State (i) secure that right to use such Work for the State and Grantee; (ii) replace the Work with noninfringing Work or modify the Work so that it becomes noninfringing; or, (iii) remove any infringing Work and refund the amount paid for such Work to the State.

f. Collection of Unallowable Costs (2CFR 200.410)

Payments made for costs determined to be unallowable by either the awarding Federal agency, cognizant agency for indirect costs, or pass-through entity must be refunded with interest to the Federal Government. Unless directed by Federal statute or regulation, repayments must be made in accordance with the instructions provided by the Federal agency or pass-through entity that made the allowability determination. See §§ 200.300 through 200.309, and §200.346.

B. Grantee's Remedies

If the State is in breach of any provision of this Agreement and does not cure such breach, Grantee, following the notice and cure period in §11 and the dispute resolution process in §13 shall have all remedies available at law and equity.

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**13. Dispute Resolution**

A. Initial Resolution

Except as herein specifically provided otherwise, disputes concerning the performance of this Agreement which cannot be resolved by the designated Agreement representatives shall be referred in writing to a senior departmental management staff member designated by the State and a senior manager designated by Grantee for resolution.

B. Resolution of Controversies

If the initial resolution described in §13.A13.A fails to resolve the dispute within ten Business Days, Grantee shall submit any alleged breach of this Agreement by the State to the Procurement Official of the State Agency named on the Cover Page of this Agreement as described in §24-101-301(30), C.R.S. for resolution following the same resolution of controversies process as described in §§24-106-109, and 24-109-101.1 through 24-109-505, C.R.S. (the "Resolution Statutes"), except that if Grantee wishes to challenge any decision rendered by the Procurement Official, Grantee's challenge shall be an appeal to the executive director of the Department of Personnel and Administration, or their delegate, in the same manner as described in the Resolution Statutes before Grantee pursues any further action. Except as otherwise stated in this Section, all requirements of the Resolution Statutes shall apply including, without limitation, time limitations regardless of whether the Colorado Procurement Code applies to this Agreement.

**14. Notices and Representatives**

Each individual identified as a Principal Representative on the Cover Page for this Agreement shall be the principal representative of the designating Party. All notices required or permitted to be given under this Agreement shall be in writing, and shall be delivered (A) by hand with receipt required, (B) by certified or registered mail to such Party's principal representative at the address set forth below or (C) as an email with read receipt requested to the principal representative at the email address, if any, set forth on the Cover Page for this Agreement. If a Party delivers a notice to another through email and the email is undeliverable, then, unless the Party has been provided with an alternate email contact, the Party delivering the notice shall deliver the notice by hand with receipt required or by certified or registered mail to such Party's principal representative at the address set forth on the Cover Page for this Agreement. Either Party may change its principal representative or principal representative contact information, or may designate specific other individuals to receive certain types of notices in addition to or in lieu of a principal representative, by notice submitted in accordance with this section without a formal amendment to this Agreement. Unless otherwise provided in this Agreement, notices shall be effective upon delivery of the written notice.

**15. Rights in Work Product and Other Information**

A. Work Product

i. RESERVED

ii. RESERVED

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iii. RESERVED

B. Exclusive Property of the State

Except to the extent specifically provided elsewhere in this Agreement, any pre-existing State Records, State software, research, reports, studies, photographs, negatives or other documents, drawings, models, materials, data and information shall be the exclusive property of the State (collectively, "State Materials"). Grantee shall not use, willingly allow, cause or permit Work Product or State Materials to be used for any purpose other than the performance of Grantee's obligations in this Agreement without the prior written consent of the State. Upon termination of this Agreement for any reason, Grantee shall provide all Work Product and State Materials to the State in a form and manner as directed by the State.

C. Exclusive Property of Grantee

Grantee retains the exclusive rights, title, and ownership to any and all pre-existing materials owned or licensed to Grantee including, but not limited to, all pre-existing software, licensed products, associated source code, machine code, text images, audio and/or video, and third-party materials, delivered by Grantee under this Agreement, whether incorporated in a Deliverable or necessary to use a Deliverable (collectively, "Grantee Property"). Grantee Property shall be licensed to the State as set forth in this Agreement or a State approved license agreement: (i) entered into as exhibits to this Agreement, (ii) obtained by the State from the applicable third-party vendor, or (iii) in the case of open source software, the license terms set forth in the applicable open source license agreement.

**16. Statewide Contract Management System**

If the maximum amount payable to Grantee under this Agreement is $100,000 or greater, either on the Effective Date or at any time thereafter, this section shall apply. Grantee agrees to be governed by and comply with the provisions of §§24-106-103, 24-102-206, 24-106-106, and 24-106-107, C.R.S. regarding the monitoring of vendor performance and the reporting of Agreement performance information in the State's Agreement management system ("Contract Management System" or "CMS"). Grantee's performance shall be subject to evaluation and review in accordance with the terms and conditions of this Agreement, Colorado statutes governing CMS, and State Fiscal Rules and State Controller policies.

**17. General Provisions**

A. Assignment

Grantee's rights and obligations under this Agreement are personal and may not be transferred or assigned without the prior, written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Grantee's rights and obligations approved by the State shall be subject to the provisions of this Agreement.

B. Subcontracts

Grantee shall not enter into any subgrant or subcontract in connection with its obligations under this Agreement without the prior, written approval of the State. Grantee shall submit to the State a copy

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of each such subgrant or subcontract upon request by the State. All subgrants and subcontracts entered into by Grantee in connection with this Agreement shall comply with all applicable federal and state laws and regulations, shall provide that they are governed by the laws of the State of Colorado, and shall be subject to all provisions of this Agreement.

C. Binding Effect

Except as otherwise provided in §17.A, all provisions of this Agreement, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.

D. Authority

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

E. Captions and References

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

F. Counterparts

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

G. Entire Understanding

This Agreement represents the complete integration of all understandings between the Parties related to the Work, and all prior representations and understandings related to the Work, oral or written, are merged into this Agreement. Prior or contemporaneous additions, deletions, or other changes to this Agreement shall not have any force or effect whatsoever, unless embodied herein.

H. Digital Signatures

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

I. Modification

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

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this Agreement, other than Agreement amendments, shall conform to the policies issued by the Colorado State Controller.

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

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

K. External Terms and Conditions

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

L. Severability

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

M. Survival of Certain Agreement Terms

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

N. Taxes

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

O. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described in § 17.A, this Agreement does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Agreement are incidental to this Agreement, and do not create any rights for such third parties.

P. Waiver

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

Q. CORA Disclosure

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

R. Standard and Manner of Performance

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

S. Licenses, Permits, and Other Authorizations

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

T. RESERVED

U. Accessibility

i. Grantee shall comply with the *Accessibility Standards for Individuals with a Disability,* as adopted by the Office of Information Technology pursuant to §24-85-103 C.R.S.

ii. The State may require Grantee's compliance with the *Accessibility Standards for Individuals with a Disability* adopted by the Office of Information Technology pursuant to §24-85-103 C.R.S. is determined and tested by a qualified third party selected by the State. The State may ask the Grantee to review the selection of the third party. Grantee shall be responsible for all costs associated with the third-party vendor's assessment. If Grantee is not in compliance as determined by the third-party vendor, at the State's request and at the State's direction, Grantee shall promptly take all necessary actions to come into compliance using a State-approved vendor, at no additional cost to the State.

**18. Colorado Special Provisions (Colorado Fiscal Rule 3-3)**

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

A. **Statutory Approvals. §24-30-202(1), C.R.S.**

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

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B. **Fund Availability. §24-30-202(5.5), C.R.S.**

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

C. **Governmental Immunity.**

Liability for claims for injuries to persons or property arising from the negligence of the State, its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, et seq. C.R.S. No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

D. **Independent Contractor.**

Grantee shall perform its duties hereunder as an independent contractor and not as an employee. Neither Grantee nor any agent or employee of Grantee shall be deemed to be an agent or employee of the State. Grantee shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. Grantee and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Grantee or any of its agents or employees. Grantee shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Agreement. Grantee shall (i) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (ii) provide proof thereof when requested by the State, and (iii) be solely responsible for its acts and those of its employees and agents.

E. **Compliance with Law.**

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

F. **Choice of Law, Jurisdiction, and Venue.**

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

G. **Prohibited Terms.**

Any term included in this Agreement that requires the State to indemnify or hold Grantee harmless; requires the State to agree to binding arbitration; limits Grantee's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any

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way shall be void ab initio. Nothing in this Agreement shall be construed as a waiver of any provision of §24-106-109, C.R.S.

H. **Software Piracy Provisions.**

State or other public funds payable under this Agreement shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Grantee hereby certifies and warrants that, during the term of this Agreement and any extensions, Grantee has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Grantee is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Agreement, including, without limitation, immediate termination of this Agreement and any remedy consistent with federal copyright laws or applicable licensing restrictions.

I. **Employee Financial Interest/Conflict of Interest §§24-18-201 and 24-50-507, C.R.S.**

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Agreement. Grantee has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Grantee's services and Grantee shall not employ any person having such known interests.

J. **Vendor Offset and Erroneous Payments §§24-30-202(1) and 24-30-202.4, C.R.S.**

[Not applicable to intergovernmental agreements] Subject to §24-30-202.4(3.5), C.R.S., the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: (i) unpaid child support debts or child support arrearages; (ii) unpaid balances of tax, accrued interest, or other charges specified in §§39-21-101, et seq., C.R.S.; (iii) unpaid loans due to the Student Loan Division of the Department of Higher Education; (iv) amounts required to be paid to the Unemployment Compensation Fund; and (v) other unpaid debts owing to the State as a result of final agency determination or judicial action. The State may also recover, at the State's discretion, payments made to Grantee in error for any reason, including, but not limited to, overpayments or improper payments, and unexpended or excess funds received by Grantee by deduction from subsequent payments under this Agreement, deduction from any payment due under any other contracts, grants or agreements between the State and Grantee, or by any other appropriate method for collecting debts owed to the State.

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## Exhibit A, Statement of Work and Conditions

| | | | |
|---|---|---|---|
| **Project Description** | 2026-CTE: Operating for Expansion of North & South Transfer Routes | | |
| **Project/Period of Performance Start Date** | | The Effective Date | |
| **Project/Period of Performance End Date** | | April 30, 2028 | |
| **Grantee** | Pueblo, City of | **UEID #** | NJK3BNUDRHJ7 |
| **Contact Name** | Ben Valdez | **Vendor #** | 2000036 |
| **Address** | 350 Alan Hamel Avenue<br>Pueblo, CO 81003 | **Phone #** | 719-553-2706 |
| **Email** | bvaldez@pueblo.us | **Indirect Rate** | N/A |
| **WBS*** | 27495.10.50 | **ALI** | 30.09.00 |
| **Total Project Budget** | | | **$1,099,282.00** |
| State CTE - O&G Funds (at 100% or less) | | | $1,099,282.00 |
| Local Funds (at 0% or more) | | | $0.00 |
| **Total Project Amount Encumbered via this Grant Agreement** | | | **$1,099,282.00** |

*The WBS numbers may be replaced without changing the amount of the grant at CTE's discretion.

**A. Project Description**

City of Pueblo shall use CTE - O&G operating funds, along with local matching funds, to expand public transportation services to assist the CTE in achieving the following goals:

1. Reduce and mitigate the adverse environmental and health impacts of air pollution and greenhouse gas emissions produced by motor vehicles;

2. Invest in public transit, including vehicles, infrastructure, equipment, materials, supplies, maintenance, and operations and staffing, to achieve the level of frequent, convenient, and reliable transit that is known to increase ridership by replacing car trips with bus and rail trips and forms of transit known to support denser land use patterns that further reduce pollution due to shorter trip lengths and greater walking and cycling mode share;

3. Assist in the maintenance, development, improvement and use of public transportation in their Transportation Planning Region (TPR);

4. Encourage and facilitate the most efficient use of all transportation funds used to provide passenger transportation in their TPR through the coordination of programs and services; and

5. Encourage mobility management, employment-related transportation alternatives, joint development practices, and transit-oriented development.

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City of Pueblo shall use operating funds to achieve the above goals by implementing the specific plans identified in their Comprehensive Operational Analysis (COA) which includes spending on any or all of the following eligible activities:

Transit service enhancements in the Pueblo area, including:

- Increase service hours for the Highland Park extension North/South shopping routes;
- Expand service areas of the Irving and Eastside routes;
- Reformatting services to Salt Creek neighborhood; and
- Provide expanded microservice.

This funding is provided to support the services described above from the Effective Date of this Grant Agreement through April 30, 2028, with a period of performance not to exceed twenty-four (24) months.

**B. Performance Standards**

1. Project Milestones

| **Milestone Description** | **Original Estimated Completion Date** |
|---|---|
| Submit Initial and Ongoing Reimbursement Request(s) in COTRAMS | **Monthly** |
| Submit Final Reimbursement Request in COTRAMS | **4/30/2028** |

IMPORTANT NOTE: All milestones in this Statement of Work (except for the final reimbursement request) must be completed no later than the expiration date of this Grant Agreement: **April 30, 2028**.

2. Performance will be reviewed throughout the duration of this Grant Agreement. City of Pueblo shall report to the CTE Post-Award Project Manager whenever one or more of the following occurs:
   a. Budget, schedule, or scope changes;
   b. Scheduled milestone or completion dates are not met;
   c. Identification of problem areas and how the problems will be resolved; and/or
   d. Expected impacts and the efforts to recover from delays.

3. City of Pueblo shall participate in Local and/or Regional Coordinating Councils.

**C. Project Budget**

1. The Total Project Budget is $1,099,282.00. CTE will pay no more than 100% of the eligible, actual project costs, up to the maximum amount of $1,099,282.00. CTE will retain any remaining balance of the state share of CTE - O&G Funds. City of Pueblo shall be solely responsible for all costs incurred in the project in excess of the amount paid by CTE from CTE - O&G Funds for the state share of eligible, actual costs. For CTE accounting purposes, the CTE - O&G Funds of $1,099,282.00 will be encumbered for this Grant Agreement.

2. No refund or reduction of the amount of City of Pueblo's share to be provided for the project will be allowed unless there is at the same time a refund or reduction of the state share of a proportionate amount.

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3. City of Pueblo may use eligible federal funds for the Local Funds share. City of Pueblo's share, together with the State CTE - O&G Funds share, shall be enough to ensure payment of the Total Project Budget.

4. Per the terms of this Grant Agreement, CTE will have no obligation to provide state funds for use on this project. CTE will administer CTE - O&G funds for this project under the terms of this Grant Agreement, provided that the state share of CTE - O&G funds to be administered by CTE are made available and remain available. City of Pueblo shall initiate and prosecute to completion all actions necessary to enable City of Pueblo to provide its share of the Total Project Budget at or prior to the time that such funds are needed to meet the Total Project Budget.

**D. Allowable Costs**

1. City of Pueblo shall agree to adhere to the provisions for allowable and unallowable costs cited in the following regulations: 2 CFR 200.420 through 200.476 and 2 CFR 200.102. Other applicable requirements for cost allowability not cited previously shall also be considered.

2. City of Pueblo's operating expenses are those costs directly related to system operations. At a minimum, City of Pueblo should consider the following items as operating expenses: fuel, oil, drivers and dispatcher salaries and fringe benefits, and licenses.

**E. Reimbursement Eligibility**

1. City of Pueblo shall submit invoice(s) on a monthly basis via COTRAMS. Reimbursement will apply only to eligible expenses that are incurred within the period of performance of this Grant Agreement.

2. City of Pueblo shall not submit more than one reimbursement request per month. Reimbursements shall be within the limits of this Grant Agreement. City of Pueblo will be reimbursed based on the ratio of the CTE - O&G Funds share as set forth in the Project Budget above.

3. City of Pueblo shall submit the final reimbursement request within forty-five (45) calendar days of April 30, 2028 and submit a Grant Closeout and Liquidation (GCL) Form in COTRAMS within fifteen (15) calendar days of receipt of the final reimbursement payment from CTE.

4. City of Pueblo shall verify and confirm that all reimbursement requests submitted under this Grant Agreement are directly associated with the delivery of eligible activities as set forth in the Project Description above and are not duplicative of reimbursement requests submitted under any other CDOT administered program(s).

**F. Training**

In an effort to enhance transit safety, City of Pueblo and any subgrantees and contractors shall make a good faith effort to ensure that appropriate training of agency and contracted personnel is occurring and that personnel are up to date in appropriate certifications. In particular, City of Pueblo shall ensure that driving personnel are provided professional training in defensive driving and training on the handling of mobility devices and transporting older adults and people with disabilities.

**G. Restrictions on Lobbying**

City of Pueblo is certifying that it complies with 2 CFR 200.450 by entering into this Grant Agreement.

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**H. Special Conditions**

1. City of Pueblo shall comply with all requirements imposed by CTE on City of Pueblo so that the CTE award is used in accordance with state statutes, regulations, CTE rules, and the terms and conditions of the CTE award.

2. City of Pueblo shall permit CTE and their auditors to have access to City of Pueblo's records and financial statements as necessary, with reasonable advance notice.

3. City of Pueblo shall not request reimbursement for costs on this project from more than one Awarding Agency or from other federal or state awards (i.e., no duplicate billing).

4. City of Pueblo shall ensure that it does not exclude from participation in, deny the benefits of, or subject to discrimination any person in the United States on the ground of race, color, national origin, sex, age or disability in accordance with Title VI of the Civil Rights Act of 1964.

5. City of Pueblo shall provide transportation services to persons with disabilities, in accordance with the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq.

6. City of Pueblo shall agree to maintain documentation that supports its compliance with the Americans with Disabilities Act (ADA) and produce said documentation to CTE upon request.

7. City of Pueblo shall develop and maintain an ADA Program in accordance with 28 CFR Part 35, Nondiscrimination on the Basis of Disability in State and Local Government Services, FTA Circular 4710.1, and any additional requirements established by CTE for transit grantees.

Docusign Envelope ID: 6CCCDDF3-D69F-8C69-82C7-792DE0BDE174



# Exhibit B, Sample Option Letter

**State Agency**
Department of Transportation

**Grantee**
City of Pueblo

**Grantee UEI**
[Insert Grantee UEI]

**Current Agreement Maximum Amount**

**Initial Term**
State Fiscal Year [20XX] [$0.00]

**Extension Terms**
State Fiscal Year [20XX] [$0.00]
State Fiscal Year [20XX] [$0.00]
State Fiscal Year [20XX] [$0.00]
State Fiscal Year [20XX] [$0.00]

Total for All State Fiscal Years [$0.00]

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

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

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

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

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

**Options:**

A. Option to extend for an Extension Term

Required Provisions:

**1.** For use with Option 1(A): In accordance with Section(s) [Number] of the Original Agreement referenced above, the State hereby exercises its option for an additional term, beginning [Insert start date] and ending on the current Agreement expiration date shown above, at the rates stated in the Original Agreement, as amended.

**Option Effective Date:**

The effective date of this Option Letter is upon approval of the State Controller or [Enter date], whichever is later.

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

_____

By: [Name & Title of signatory for Agency or IHE]

Date: _____

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

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

_____

By: Department of Transportation

Option Effective Date:_____

Docusign Envelope ID: 6CCCDDF3-D69F-8C69-82C7-792DE0BDE174



## Exhibit C-PII Certification

**State of Colorado**

**Third Party Entity/Organization Certification for Access TO PII through a Database or Automated Network**

Pursuant to § 24-74-105, C.R.S., I, _____, on behalf of _____ (legal name of entity / organization) (the "Organization"), hereby certify under the penalty of perjury that the Organization has not and will not use or disclose any Personal Identifying Information, as defined by § 24-74-102(1), C.R.S., for the purpose of investigating for, participating in, cooperating with, or assisting Federal Immigration Enforcement, including the enforcement of civil immigration laws, and the Illegal Immigration and Immigrant Responsibility Act, which is codified at 8 U.S.C. §§ 1325 and 1326, unless required to do so to comply with Federal or State law, or to comply with a court-issued subpoena, warrant or order.

I hereby represent and certify that I have full legal authority to execute this certification on behalf of the Organization.

Signature:

_____

Printed Name:

_____

Title:

_____

Date:_____

Docusign Envelope ID: 6CCCDDF3-D69F-8C69-82C7-792DE0BDE174



**State of Colorado**

**Third Party Individual Certification for Access TO PII through a Database or Automated Network**

Pursuant to § 24-74-105, C.R.S., I hereby certify under the penalty of perjury that I have not and will not use or disclose any Personal Identifying Information, as defined by § 24-74-102(1), C.R.S., for the purpose of investigating for, participating in, cooperating with, or assisting Federal Immigration Enforcement, including the enforcement of civil immigration laws, and the Illegal Immigration and Immigrant Responsibility Act, which is codified at 8 U.S.C. §§ 1325 and 1326, unless required to do so to comply with Federal or State law, or to comply with a court-issued subpoena, warrant or order.

Signature: _____

Printed Name: _____

Date: _____

**Background Paper for Proposed Ordinance**

**COUNCIL MEETING DATE:** July 27, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Clyde Bishop, City Clerk

FROM: Benjamin Valdez, Director of Transit

SUBJECT: AN ORDINANCE APPROVING, ACCEPTING, BUDGETING, AND APPROPRIATING A UNITED STATES DEPARTMENT OF TRANSPORTATION GRANT NUMBER CO-2026-005-00 IN THE AMOUNT OF $2,848,959 DOLLARS ADMINISTERED BY THE FEDERAL TRANSIT ADMINISTRATION, AWARD, AND APPLICABLE CONDITIONS PERTAINING THERETO, BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE FEDERAL TRANSIT ADMINISTRATION, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

## SUMMARY:

Attached is a Grant Award CO-2026-005-00 between the City of Pueblo and The Federal Transit Administration for $2,848,959.

## PREVIOUS COUNCIL ACTION:

No previous Council actions.

## BACKGROUND:

The City of Pueblo was awarded a 5307 grant for $2,848,959 for FY22 and FY25 operating, paratransit, and maintenance expenses. Federal participation varies by activity: 80/20 for paratransit and preventive maintenance, and 50/50 for operating assistance. The grant scope of work includes the following project:

| Project 1 - FY22/FY25 funds | Scope | ALI | Total Expense | Federal Share | Local Share | Cost Share | Local Match Check |
|---|---|---|---|---|---|---|---|
| Paratransit | 117-00 | 11.7C.00 | $ 680,679 | $ 544,543 | $ 136,136 | 80/20 | 20.00002938% |
| Operating (including 1% for security) | 300-00 | 30.09.01 | $ 3,940,032 | $ 1,970,016 | $ 1,970,016 | 50/50 | 50.00000000% |
| Preventive Maintenance - Vehicle | 117-00 | 11.7A.00 | $ 400,000 | $ 320,000 | $ 80,000 | 80/20 | 20.00000000% |
| Preventive Maintenance - Facility | 117-00 | 11.7A.00 | $ 18,000 | $ 14,400 | $ 3,600 | 80/20 | 20.00000000% |
| | | Total | | $ 2,848,959 | $ 2,189,752 | | |

## FINANCIAL IMPLICATIONS:

The anticipated total project cost is $5,038,711. The Federal share is $2,848,959, or 56.5% of the total project cost, and the City's local match share is $2,189,752, or 43.5%. The grant award states the local match will be provided from the City's general fund.

## BOARD/COMMISSION RECOMMENDATION:

Pueblo Transit Board recommends approval.

## STAKEHOLDER PROCESS:

Not applicable.

## ALTERNATIVES:

The alternative, should this Ordinance not pass, is for the City of Pueblo to not be able to fund Transit operations and maintenance with Federal Funds.

## RECOMMENDATION:

Approval of the Ordinance.

## ATTACHMENTS:

1. CO-2026-005-00

ORDINANCE NO.

AN ORDINANCE APPROVING, ACCEPTING, BUDGETING, AND APPROPRIATING A UNITED STATES DEPARTMENT OF TRANSPORTATION GRANT NUMBER CO-2026-005-00 IN THE AMOUNT OF $2,848,959 DOLLARS ADMINISTERED BY THE FEDERAL TRANSIT ADMINISTRATION, AWARD, AND APPLICABLE CONDITIONS PERTAINING THERETO, BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE FEDERAL TRANSIT ADMINISTRATION, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

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

SECTION 1.

The Awarding of the FY22/FY25 Section 5307 Small Urban Grant, Award CO-2026-005-00, for operating, preventive maintenance, and ADA paratransit to the City of Pueblo, Pueblo Transit, a true copy of which is attached hereto, is hereby approved and accepted in accordance with its terms and conditions

SECTION 2.

The Mayor of the City is authorized to execute the Grant Award acceptance in the name of and on behalf of the city, and the Mayor is authorized to execute any and all other certifications, assurances and other documents associated therewith

SECTION 3.

The amount of $2,848,959 is budgeted and appropriated

SECTION 4.

The officers and staff of the City are directed and authorized to perform any and all acts consistent with the intent of this Ordinance and the attached Award 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 July 13, 2026.

Final adoption of Ordinance by City Council on July 27, 2026.

_____
President of City Council

**Action by the Mayor:**

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

_____
_____
_____
_____

_____
Mayor

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

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

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

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

_____
President of City Council

ATTEST

_____
City Clerk

DOT FTA

**U.S. Department of Transportation** **Federal Transit Administration**

# Award

| | |
|---|---|
| **Federal Award Identification Number (FAIN)** | CO-2026-005 |
| **Award with Amendment Number** | CO-2026-005-00 |
| **Temporary Application Number** | 1140-2025-3 |
| **Award Name** | FY 22/25 5307 Small Urban - Operating, Preventive Maintenance & ADA Paratransit |
| **Award Status** | Active (Executed) |
| **Budget Revisions** | 0 |

| | | | |
|---|---|---|---|
| **Period of Performance Start Date** | 3/6/2026 | | |
| **Original Period of Performance End Date** | 3/30/2027 | | |
| **Current Period of Performance End Date** | 3/30/2027 | Revision #: 0 | Approved?: Yes |

| | |
|---|---|
| **Budget Period Start Date** | 3/6/2026 |
| **Budget Period End Date** | 3/30/2027 |

## Part 1: Recipient Information

### Name: CITY OF PUEBLO, COLORADO MUNICIPAL BUILDING CORPORATION

| Recipient ID | Recipient OST Type | Recipient Alias | UEI | DUNS |
|---|---|---|---|---|
| 1140 | City | Pueblo, City of | NJK3BNUDRHJ7 | 010620284 |

| Location Type | Address | City | State | Zip |
|---|---|---|---|---|
| Mailing Address | DEPARTMENT OF FINANCE | PUEBLO | CO | 81002 |
| Physical Address | 1 CITY HALL PL | PUEBLO | CO | 81003 |

### Union Information

| Union Name | ATU LOCAL 662 |
|---|---|
| Address 1 | 29213 Gale Rd |
| Address 2 | |

| | |
|---|---|
| City | Pueblo |
| State | CO |
| Zipcode | 81006 |
| Contact Name | Jerry Ballard |
| Telephone | (719) 248-0176 |
| Fax | 7195532724 |
| E-mail | jballard.atu@gmail.com |
| Website | |

# Part 2: Award Information

## Title: FY 22/25 5307 Small Urban - Operating, Preventive Maintenance & ADA Paratransit

| Award with Amendment Number | Award Status | Award Type | Award Cost Center | Date Created | Last Updated Date | From TEAM? |
|---|---|---|---|---|---|---|
| CO-2026-005-00 | Active (Executed) | Grant | Region 8 | 7/31/2025 | 7/31/2025 | No |

**Award Executive Summary**
The City of Pueblo, CO applies for Section 5307 Small Urban formula funds in the total amount of $2,848,959 federal, to fund fixed route and paratransit operations, 1% for security, and preventive maintenance for vehicles and facilities. Funds by year as follows:

FY22 Section 5307 Small Urban Formula - $126,242 (partial remaining of deobligation from CO-2023-006, $221,280 in temp FAIN 1140-2026-1)
FY25 Section 5307 Small Urban Formula - $2,722,717 (full apportionment)

The local match share will be provided by the City of Pueblo general fund.

Program Requirements:
1) This application includes the requirement for 1% of the FY25 apportionment to be used for security ( $27,227) for the Pueblo Small UZA in the Operating Assistance Activity.
2) This application utilizes 20% of the FY25 apportionment towards ADA Paratransit Operating expenses using a capital cost share.
3) All program requirements for the FY22 apportionment met in CO-2023-006.

The City is utilizing pre-award authority starting 1/1/2026. Actual pre-award expenditures and obligations will be reported in the initial FFR.

The following documents are attached to this application:
- STIP and LRTP
- Program of Projects

**Frequency of Milestone Progress Reports (MPR)**
Annual

**Frequency of Federal Financial Reports (FFR)**
Annual

**Does this application include funds for research and/or development activities?**

This award does not include research and development activities.

**Pre-Award Authority**
This award is using Pre-Award Authority.

**Does this application include suballocation funds?**
Recipient organization is the Designated Recipient and can apply for and receive these apportioned funds.

**Will this Grant be using Lapsing Funds?**
No, this Grant does not use Lapsing Funds.

**Will indirect costs be applied to this application?**
This award does not include an indirect cost rate.

*Indirect Rate Details*: N/A

**Requires E.O. 12372 Review**
No, this application does not require E.O. 12372 Review.

**Delinquent Federal Debt**
No, my organization does not have delinquent federal debt.

# Award Description

**Purpose**
The purpose of this grant award is to support fixed route and paratransit operating, security and preventive maintenance for vehicles and facilities.

**Activities to be performed:**
Activities include operating for fixed route and paratransit, preventive maintenance for vehicles and facilities.

**Expected outcomes:**
Funding will maintain vehicles and facilities, and fund transit operations for fixed route and paratransit riders.

**Intended beneficiaries:**
Transit riders in Pueblo, Colorado

**Subrecipient Activities:**
n/a

## Award Point of Contact Information

| First Name | Last Name | Title | E-mail Address | Phone |
|---|---|---|---|---|
| Benjamin | Valdez | Maintenance/Facilities Supervisor | bvaldez@pueblo.us | (719) 553-2706 |
| | murtaza.naqvi@dot.gov | Transportation Data Analyst | | |
| | emma.belmont@dot.gov | Transportation Program Specialist | | |

## Award Budget Control Totals

| Funding Source | Section of Statute | CFDA Number | Amount |
|---|---|---|---|

| | | | |
|---|---|---|---|
| 5307 - Urbanized Area Formula Grants (2013 and forward) | 5307-2A | 20507 | $2,848,959 |
| Local | | | $2,189,752 |
| Local/In-Kind | | | $0 |
| State | | | $0 |
| State/In-Kind | | | $0 |
| Other Federal | | | $0 |
| Transportation Development Credit | | | $0 |
| Adjustment | | | $0 |
| **Total Eligible Cost** | | | **$5,038,711** |

## Award Budget

| Project Number | Budget Item | | FTA Amount | Non-FTA Amount | Total Eligible Amount | Quantity |
|---|---|---|---|---|---|---|
| CO-2026-005-01-00 | 117-00 (117-A1) | OTHER CAPITAL ITEMS (BUS) | $878,943.00 | $219,736.00 | $1,098,679.00 | 3 |
| CO-2026-005-01-00 | 11.7A.00 | PREVENTIVE MAINTENANCE (Facility) | $14,400.00 | $3,600.00 | $18,000.00 | 1 |
| CO-2026-005-01-00 | 11.7A.00 | PREVENTIVE MAINTENANCE (Vehicle) | $320,000.00 | $80,000.00 | $400,000.00 | 1 |
| CO-2026-005-01-00 | 11.7C.00 | NON FIXED ROUTE ADA PARATRANSIT SERVICE | $544,543.00 | $136,136.00 | $680,679.00 | 1 |
| CO-2026-005-01-00 | 300-00 (300-A2) | OPERATING ASSISTANCE | $1,970,016.00 | $1,970,016.00 | $3,940,032.00 | 1 |
| CO-2026-005-01-00 | 30.09.01 | UP TO 50% FEDERAL SHARE | $1,970,016.00 | $1,970,016.00 | $3,940,032.00 | 1 |

## Discretionary Allocations

This application does not contain discretionary allocations.

## Sources of Federal Financial Assistance

| PO Number | Project Number | Scope Name | Scope Number | Scope Suffix | UZA Code | Area Name | Account Class Code | FPC | Description | Amendment Amount | Cumulative Amount |
|---|---|---|---|---|---|---|---|---|---|---|---|
| CO-90-X303 | CO-2026- | OPERATING ASSISTANCE | 300-00 (300) | A2 | 080000 | Colorado | 2022.2J.90.91.2 | 09 | Urbanized Area | $126,242 | $126,242 |

| | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | 005-01-00 | | | | | | | | Formula Grants | | |
| CO-90-X303 | CO-2026-005-01-00 | OPERATING ASSISTANCE | 300-00 (300) | A2 | 080000 | Colorado | 2025.2J.90.91.2 | 09 | Urbanized Area Formula Grants | $1,843,774 | $1,843,774 |
| CO-90-X303 | CO-2026-005-01-00 | OTHER CAPITAL ITEMS (BUS) | 117-00 (117) | A1 | 080000 | Colorado | 2025.2J.90.91.2 | 09 | Urbanized Area Formula Grants | $878,943 | $878,943 |

# Part 3: Project Information

## Project Title: FY22/25 5307 Operating, Preventive Maintenance & Paratransit

| Project Number | Temporary Project Number | Date Created | Start Date | End Date |
|---|---|---|---|---|
| CO-2026-005-01-00 | 1140-2025-3-P1 | 7/31/2025 | 1/1/2026 | 12/31/2026 |

**Project Description**
Pueblo Transit will use FY22 and FY25 5307 funds for fixed route and paratransit operating assistance, preventive maintenance for facilities and vehicles, and 1% security.

**Project Benefits**
Funds will help Pueblo Transit facilities and vehicles to maintain a state of good repair, and to provide transit services benefiting riders of fixed route and paratransit.

**Additional Information**
none

**Location Description**
Pueblo is a city of 120,642 residents located in south central Colorado. Pueblo Transit provides fixed route bus and paratransit services throughout a 55-square-mile service area in Pueblo, Colorado, and in the Salt Creek neighborhood in unincorporated Pueblo County.

## Project Location (Urbanized Areas)

| UZA Code | Area Name |
|---|---|
| 080000 | Colorado |
| 081760 | Pueblo, CO |

## Congressional District Information

| District | State |
|---|---|
| 3 | Colorado |

## Program Plan Information

**STIP/TIP**
Date: 7/1/2025
Description: Project included in the 2026 - 2029 Colorado Statewide Transportation Improvement Program, page 28 of the STIP report, federally approved on July 1, 2025. Amendment to the TIP added

deobligated funds approved by the PACOG Board on December 11, 2025 and incorporated into the STIP, see SST6741.028.

**UPWP**
Date: Not Provided
Description: n/a

**Long Range Plan**
Date: 6/1/2025
Description: PACOG Long-Range Transportation Plan

## Project Control Totals

| Funding Source | Section of Statute | CFDA Number | Amount |
|---|---|---|---|
| 5307 - Urbanized Area Formula Grants (2013 and forward) | 5307-2A | 20507 | $2,848,959 |
| Local | | | $2,189,752 |
| Local/In-Kind | | | $0 |
| State | | | $0 |
| State/In-Kind | | | $0 |
| Other Federal | | | $0 |
| Transportation Development Credit | | | $0 |
| Adjustment | | | $0 |
| **Total Eligible Cost** | | | **$5,038,711** |

## Project Budget

| Project Number | Budget Item | | FTA Amount | Non-FTA Amount | Total Eligible Amount | Quantity |
|---|---|---|---|---|---|---|
| CO-2026-005-01-00 | 117-00 (117-A1) | OTHER CAPITAL ITEMS (BUS) | $878,943.00 | $219,736.00 | $1,098,679.00 | 3 |
| CO-2026-005-01-00 | 11.7A.00 | PREVENTIVE MAINTENANCE (Facility) | $14,400.00 | $3,600.00 | $18,000.00 | 1 |
| CO-2026-005-01-00 | 11.7A.00 | PREVENTIVE MAINTENANCE (Vehicle) | $320,000.00 | $80,000.00 | $400,000.00 | 1 |
| CO-2026-005-01-00 | 11.7C.00 | NON FIXED ROUTE ADA PARATRANSIT SERVICE | $544,543.00 | $136,136.00 | $680,679.00 | 1 |
| CO-2026-005-01-00 | 300-00 (300-A2) | OPERATING ASSISTANCE | $1,970,016.00 | $1,970,016.00 | $3,940,032.00 | 1 |

| | | | | | | |
|---|---|---|---|---|---|---|
| CO-2026-005-01-00 | 30.09.01 | UP TO 50% FEDERAL SHARE | $1,970,016.00 | $1,970,016.00 | $3,940,032.00 | 1 |

## Project Budget Activity Line Items

**Budget Activity Line Item: 11.7A.00 - PREVENTIVE MAINTENANCE (Facility)**

| Scope Name / Code | Line Item # | Line Item Name | Activity | Quantity |
|---|---|---|---|---|
| OTHER CAPITAL ITEMS (BUS) (117-00) | 11.7A.00 | PREVENTIVE MAINTENANCE | OTHER CAPITAL ITEMS (BUS) | 1 |

**Extended Budget Description**
This activity uses FY25 funds for preventive maintenance expenses for transit facilities for the timeframe of 1/1/2026 through 12/31/2026, at an 80/20 federal/local cost share ratio. The local cost share comes from the City of Pueblo general fund. The maintenance cost of the aging and undersized transit maintenance facility is a critical issue for Pueblo Transit. Any items purchased for greater than $10,000 that have a manufacturer's recommended useful life greater than 1 year, will be reported as an asset at closeout.

**Will 3rd Party contractors be used to fulfill this activity line item?**
No, 3rd Party Contractors will not be used for this line item.

| Funding Source | Section of Statute | CFDA Number | Amount |
|---|---|---|---|
| 5307 - Urbanized Area Formula Grants (2013 and forward) | 5307-2A | 20507 | $14,400 |
| Local | | | $3,600 |
| Local/In-Kind | | | $0 |
| State | | | $0 |
| State/In-Kind | | | $0 |
| Other Federal | | | $0 |
| Transportation Development Credit | | | $0 |
| Adjustment | | | $0 |
| **Total Eligible Cost** | | | **$18,000** |

| Milestone Name | Est. Completion Date | Description |
|---|---|---|
| Start Date | 1/1/2026 | |
| End Date | 12/31/2026 | |

**Budget Activity Line Item: 11.7C.00 - NON FIXED ROUTE ADA PARATRANSIT SERVICE**

| Scope Name / Code | Line Item # | Line Item Name | Activity | Quantity |
|---|---|---|---|---|

| | | | | |
|---|---|---|---|---|
| OTHER CAPITAL ITEMS (BUS) (117-00) | 11.7C.00 | NON FIXED ROUTE ADA PARATRANSIT SERVICE | OTHER CAPITAL ITEMS (BUS) | 1 |

**Extended Budget Description**
This activity uses FY25 funds for ADA paratransit operating assistance for the period of January 1, 2026, through December 31, 2026, at an 80/20 match ratio. The local cost share comes from the City of Pueblo general fund.

FTA ADA paratransit operating assistance allows a maximum of 20% of the annual apportionment per FAST Act since our agency meets 2 of the 3 requisite conditions. 1) Pueblo Transit provides an active fixed route travel training program that is available for riders with disabilities, and 2) all fixed route and paratransit operators participate in a passenger safety, disability awareness, and sensitivity training class on at least a biennial basis. This activity uses 20% of the FY25 apportionment.

**Will 3rd Party contractors be used to fulfill this activity line item?**
No, 3rd Party Contractors will not be used for this line item.

| Funding Source | Section of Statute | CFDA Number | Amount |
|---|---|---|---|
| 5307 - Urbanized Area Formula Grants (2013 and forward) | 5307-2A | 20507 | $544,543 |
| Local | | | $136,136 |
| Local/In-Kind | | | $0 |
| State | | | $0 |
| State/In-Kind | | | $0 |
| Other Federal | | | $0 |
| Transportation Development Credit | | | $0 |
| Adjustment | | | $0 |
| **Total Eligible Cost** | | | **$680,679** |

| Milestone Name | Est. Completion Date | Description |
|---|---|---|
| Start Date | 1/1/2026 | |
| End Date | 12/31/2026 | |

**Budget Activity Line Item: 30.09.01 - UP TO 50% FEDERAL SHARE**

| Scope Name / Code | Line Item # | Line Item Name | Activity | Quantity |
|---|---|---|---|---|
| OPERATING ASSISTANCE (300-00) | 30.09.01 | UP TO 50% FEDERAL SHARE | OPERATING ASSISTANCE | 1 |

**Extended Budget Description**
This activity uses FY22 and FY25 funds for fixed route operating assistance for the period January 1, 2026, through December 31, 2026, at a 50/50 federal/local cost share ratio. The local cost share comes from the City of Pueblo general fund.

This ALI also includes the 1% security in the amount of $27,227 federal and $27,227 local at a 50/50 match ratio for the FY25 apportionment. Operating assistance and 1% security, applies funds towards

transit operator and dispatcher salaries and fringe benefits, security, fuel, oil, and licenses, less revenues and to support security services performed by a contracted security company.

**Will 3rd Party contractors be used to fulfill this activity line item?**
No, 3rd Party Contractors will not be used for this line item.

| Funding Source | Section of Statute | CFDA Number | Amount |
|---|---|---|---|
| 5307 - Urbanized Area Formula Grants (2013 and forward) | 5307-2A | 20507 | $1,970,016 |
| Local | | | $1,970,016 |
| Local/In-Kind | | | $0 |
| State | | | $0 |
| State/In-Kind | | | $0 |
| Other Federal | | | $0 |
| Transportation Development Credit | | | $0 |
| Adjustment | | | $0 |
| **Total Eligible Cost** | | | **$3,940,032** |

| Milestone Name | Est. Completion Date | Description |
|---|---|---|
| Start Date | 1/1/2026 | |
| End Date | 12/31/2026 | |

**Budget Activity Line Item: 11.7A.00 - PREVENTIVE MAINTENANCE (Vehicle)**

| Scope Name / Code | Line Item # | Line Item Name | Activity | Quantity |
|---|---|---|---|---|
| OTHER CAPITAL ITEMS (BUS) (117-00) | 11.7A.00 | PREVENTIVE MAINTENANCE | OTHER CAPITAL ITEMS (BUS) | 1 |

**Extended Budget Description**
This activity uses FY25 funds for preventive maintenance for transit vehicles for the time period between January 1, 2026 through December 31, 2026, at an 80/20 federal/local cost share ratio. The local cost share comes from the City of Pueblo general fund. Any items purchased for greater than $10, 000 that have a manufacturer's recommended useful life greater than 1 year, will be reported as an asset at closeout.

**Will 3rd Party contractors be used to fulfill this activity line item?**
No, 3rd Party Contractors will not be used for this line item.

| Funding Source | Section of Statute | CFDA Number | Amount |
|---|---|---|---|
| 5307 - Urbanized Area Formula Grants (2013 and forward) | 5307-2A | 20507 | $320,000 |
| Local | | | $80,000 |
| Local/In-Kind | | | $0 |
| State | | | $0 |

| | | | |
|---|---|---|---|
| State/In-Kind | | | $0 |
| Other Federal | | | $0 |
| Transportation Development Credit | | | $0 |
| Adjustment | | | $0 |
| **Total Eligible Cost** | | | **$400,000** |

| Milestone Name | Est. Completion Date | Description |
|---|---|---|
| Start Date | 1/1/2026 | |
| End Date | 12/31/2026 | |

## Project Environmental Findings

**Finding: Class II(c) - Categorical Exclusions (C-List)**

**Class Level Description**
Class II(c) consists of projects that do not have a significant environmental impact on the human or natural environment and are therefore categorically excluded from the requirement to prepare an environmental assessment or an environmental impact statement. FTA requires a sufficient project description to support a CE determination. The project may require additional documentation to comply with other environmental laws.

**Categorical Exclusion Description**

Type 08: Maintenance, rehabilitation, and reconstruction of facilities that occupy substantially the same geographic footprint and do not result in a change in functional use, such as: improvements to bridges, tunnels, storage yards, buildings, stations, and terminals; construction of platform extensions, passing track, and retaining walls; and improvements to tracks and railbeds.

| Date Description | Date |
|---|---|
| Class IIc CE Approved | 9/5/2025 |

| Scope Name / Code | Line Item Number | Line Item Name | Quantity | FTA Amount | Total Eligible Cost |
|---|---|---|---|---|---|
| OTHER CAPITAL ITEMS (BUS) (117-00) | 11.7A.00 | PREVENTIVE MAINTENANCE (Facility) | 1 | $14,400.00 | $18,000.00 |

**Finding: Class II(c) - Categorical Exclusions (C-List)**

**Class Level Description**
Class II(c) consists of projects that do not have a significant environmental impact on the human or natural environment and are therefore categorically excluded from the requirement to prepare an environmental assessment or an environmental impact statement. FTA requires a sufficient project description to support a CE determination. The project may require additional documentation to comply with other environmental laws.

**Categorical Exclusion Description**

Type 04: Planning and administrative activities which do not involve or lead directly to construction, such as: training, technical assistance and research; promulgation of rules, regulations, directives, or

program guidance; approval of project concepts; engineering; and operating assistance to transit authorities to continue existing service or increase service to meet routine demand.

| Date Description | Date |
|---|---|
| Class IIc CE Approved | 9/5/2025 |

| Scope Name / Code | Line Item Number | Line Item Name | Quantity | FTA Amount | Total Eligible Cost |
|---|---|---|---|---|---|
| OTHER CAPITAL ITEMS (BUS) (117-00) | 11.7C.00 | NON FIXED ROUTE ADA PARATRANSIT SERVICE | 1 | $544,543.00 | $680,679.00 |

**Finding: Class II(c) - Categorical Exclusions (C-List)**

**Class Level Description**
Class II(c) consists of projects that do not have a significant environmental impact on the human or natural environment and are therefore categorically excluded from the requirement to prepare an environmental assessment or an environmental impact statement. FTA requires a sufficient project description to support a CE determination. The project may require additional documentation to comply with other environmental laws.

**Categorical Exclusion Description**

Type 04: Planning and administrative activities which do not involve or lead directly to construction, such as: training, technical assistance and research; promulgation of rules, regulations, directives, or program guidance; approval of project concepts; engineering; and operating assistance to transit authorities to continue existing service or increase service to meet routine demand.

| Date Description | Date |
|---|---|
| Class IIc CE Approved | 9/5/2025 |

| Scope Name / Code | Line Item Number | Line Item Name | Quantity | FTA Amount | Total Eligible Cost |
|---|---|---|---|---|---|
| OPERATING ASSISTANCE (300-00) | 30.09.01 | UP TO 50% FEDERAL SHARE | 1 | $1,970,016.00 | $3,940,032.00 |

**Finding: Class II(c) - Categorical Exclusions (C-List)**

**Class Level Description**
Class II(c) consists of projects that do not have a significant environmental impact on the human or natural environment and are therefore categorically excluded from the requirement to prepare an environmental assessment or an environmental impact statement. FTA requires a sufficient project description to support a CE determination. The project may require additional documentation to comply with other environmental laws.

**Categorical Exclusion Description**

Type 07: Acquisition, installation, rehabilitation, replacement, and maintenance of vehicles or equipment, within or accommodated by existing facilities, that does not result in a change in functional use of the facilities, such as: equipment to be located within existing facilities and with no substantial off-site impacts; and vehicles, including buses, rail cars, trolley cars, ferry boats and people movers

that can be accommodated by existing facilities or by new facilities that qualify for a categorical exclusion.

| Date Description | Date |
|---|---|
| Class IIc CE Approved | 9/5/2025 |

| Scope Name / Code | Line Item Number | Line Item Name | Quantity | FTA Amount | Total Eligible Cost |
|---|---|---|---|---|---|
| OTHER CAPITAL ITEMS (BUS) (117-00) | 11.7A.00 | PREVENTIVE MAINTENANCE (Vehicle) | 1 | $320,000.00 | $400,000.00 |

# Part 4: Fleet Details

No fleet data exists for this application.

# Part 5: FTA Review Comments

There are no review comments to display at this time.

# Part 6: Agreement

**UNITED STATES OF AMERICA**
**DEPARTMENT OF TRANSPORTATION**
**FEDERAL TRANSIT ADMINISTRATION**

**GRANT AGREEMENT**
**(FTA G-34)**

On the date the authorized U.S. Department of Transportation, Federal Transit Administration (FTA) official signs this Grant Agreement, FTA has obligated and awarded federal assistance as provided below. Upon execution of this Grant Agreement by the Recipient named below, the Recipient affirms this FTA Award, enters into this Grant Agreement with FTA, and binds its compliance with the terms of this Grant Agreement.

The following documents are incorporated by reference and made part of this Grant Agreement:
(1) "Federal Transit Administration Master Agreement," FTA MA(34), http://www.transit.dot.gov,
(2) The Certifications and Assurances applicable to the FTA Award that the Recipient has selected and provided to FTA, and
(3) Any Award notification containing special conditions or requirements, if issued.

WHEN THE TERM "FTA AWARD" OR "AWARD" IS USED, EITHER IN THIS GRANT AGREEMENT OR THE APPLICABLE MASTER AGREEMENT, "AWARD" ALSO INCLUDES ALL TERMS AND CONDITIONS SET FORTH IN THIS GRANT AGREEMENT.

FTA OR THE FEDERAL GOVERNMENT MAY WITHDRAW ITS OBLIGATION TO PROVIDE FEDERAL ASSISTANCE IF THE RECIPIENT DOES NOT EXECUTE THIS GRANT AGREEMENT WITHIN 90 DAYS FOLLOWING FTA's AWARD DATE SET FORTH HEREIN.

**FTA AWARD**

Federal Transit Administration (FTA) hereby awards a Federal Grant as follows:

**Recipient Information**

Recipient Name: CITY OF PUEBLO, COLORADO MUNICIPAL BUILDING CORPORATION

Recipient ID: 1140

UEI: NJK3BNUDRHJ7

DUNS: 010620284

**Award Information**

Federal Award Identification Number (FAIN): CO-2026-005

Award with Amendment Number: CO-2026-005-00

Award Name: FY 22/25 5307 Small Urban - Operating, Preventive Maintenance & ADA Paratransit

Award Start Date: 3/6/2026

Original Award End Date: 3/30/2027

Current Award End Date: 3/30/2027

Award Executive Summary: The City of Pueblo, CO applies for Section 5307 Small Urban formula funds in the total amount of $2,848,959 federal, to fund fixed route and paratransit operations, 1% for security, and preventive maintenance for vehicles and facilities. Funds by year as follows:

FY22 Section 5307 Small Urban Formula - $126,242 (partial remaining of deobligation from CO-2023-006, $221,280 in temp FAIN 1140-2026-1)
FY25 Section 5307 Small Urban Formula - $2,722,717 (full apportionment)

The local match share will be provided by the City of Pueblo general fund.

Program Requirements:
1) This application includes the requirement for 1% of the FY25 apportionment to be used for security ($27,227) for the Pueblo Small UZA in the Operating Assistance Activity.
2) This application utilizes 20% of the FY25 apportionment towards ADA Paratransit Operating expenses using a capital cost share.
3) All program requirements for the FY22 apportionment met in CO-2023-006.

The City is utilizing pre-award authority starting 1/1/2026. Actual pre-award expenditures and obligations will be reported in the initial FFR.

The following documents are attached to this application:
- STIP and LRTP
- Program of Projects

Research and Development: This award does not include research and development activities.

Indirect Costs: This award does not include an indirect cost rate.

Suballocation Funds: Recipient organization is the Designated Recipient and can apply for and receive these apportioned funds.

Pre-Award Authority: This award is using Pre-Award Authority.

**Award Budget**

Total Award Budget: $5,038,711.00

Amount of Federal Assistance Obligated for This FTA Action (in U.S. Dollars): $2,848,959.00

Amount of Non-Federal Funds Committed to This FTA Action (in U.S. Dollars): $2,189,752.00

Total FTA Amount Awarded and Obligated (in U.S. Dollars): $2,848,959.00

Total Non-Federal Funds Committed to the Overall Award (in U.S. Dollars): $2,189,752.00

**Award Budget Control Totals**

(The Budget includes the individual Project Budgets (Scopes and Activity Line Items) or as attached)

| Funding Source | Section of Statute | CFDA Number | Amount |
|---|---|---|---|
| 5307 - Urbanized Area Formula Grants (2013 and forward) | 5307-2A | 20507 | $2,848,959 |
| Local | | | $2,189,752 |
| Local/In-Kind | | | $0 |
| State | | | $0 |
| State/In-Kind | | | $0 |
| Other Federal | | | $0 |
| Transportation Development Credit | | | $0 |
| Adjustment | | | $0 |
| **Total Eligible Cost** | | | **$5,038,711** |

(The Transportation Development Credits are not added to the amount of the Total Award Budget.)

**U.S. Department of Labor Certification of Public Transportation Employee Protective Arrangements:**

DOL Decision: DOL Concurs - Certified
DOL Review Date: 3/5/2026
DOL Certification Date: 3/5/2026

**Special Conditions**

There are no special conditions.

**FINDINGS AND DETERMINATIONS**

By signing this Award on behalf of FTA, I am making all the determinations and findings required by federal law and regulations before this Award may be made.

**FTA AWARD OF THE GRANT AGREEMENT**

Awarded By:
David Beckhouse
Deputy Regional Administrator
FEDERAL TRANSIT ADMINISTRATION
U.S. DEPARTMENT OF TRANSPORTATION
Contact Info: david.beckhouse@dot.gov
Award Date: 3/6/2026

**EXECUTION OF THE GRANT AGREEMENT**

Upon full execution of this Grant Agreement by the Recipient, the Effective Date will be the date FTA or the Federal Government awarded Federal assistance for this Grant Agreement.

By executing this Grant Agreement, the Recipient intends to enter into a legally binding agreement in which the Recipient:
(1) Affirms this FTA Award,
(2) Adopts and ratifies all of the following information it has submitted to FTA:
    (a) Statements,
    (b) Representations,
    (c) Warranties,
    (d) Covenants, and
    (e) Materials,
(3) Consents to comply with the requirements of this FTA Award, and
(4) Agrees to all terms and conditions set forth in this Grant Agreement.

Executed By:
*Benjamin Valdez*
*Maintenance/Facilities Supervisor*
*CITY OF PUEBLO, COLORADO MUNICIPAL BUILDING CORPORATION*
*7/7/2026*

**Background Paper for Proposed Ordinance**

**COUNCIL MEETING DATE:** July 27, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Clyde Bishop, City Clerk

FROM: Chris Noeller, Chief of Police

SUBJECT: AN ORDINANCE APPROVING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE PUEBLO COUNTY SHERIFF'S OFFICE AND THE PUEBLO POLICE DEPARTMENT REGARDING THE ALTERNATE AND DEFAULT ROUTING OF E911 CALLS FOR EACH PUBLIC SAFETY ANSWERING POINT, AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME

## SUMMARY:

This Ordinance approves a MOU between the Pueblo County Sheriff's Office Communications Center ("SOCC") and the Pueblo Police Department's Communication Center ("PDCC") to establish an understanding for the routing and handling of alternate and default routed E911 calls at each Public Safety Answering Point ("PSAP").

## PREVIOUS COUNCIL ACTION:

None.

## BACKGROUND:

Alternate routing of E911 calls may occur for two reasons: 1.) An emergency situation exists that requires the evacuation of the communications center; or 2.) A disruption to phone service at the respective PSAP occurs requiring all 911 calls to be routed to the alternate PSAP.

Default routing may occur when all 911 trunks into a PSAP are busy. All overload calls will then automatically be routed to another pre-designated PSAP.

The Pueblo Police Department's Communication Center (PDCC) is the PSAP for the City of Pueblo. E911 calls made within city limits are routed to PDCC. The PDCC will be the designated alternate and default routing point for SOCC's E911 calls.

The Pueblo County Sheriff's Office Communications Center (SOCC) is the PSAP for

Pueblo County. E911 calls made within Pueblo County, outside of city limits, are routed to SOCC. The SOCC will be the designated alternate and default routing point for PDCC's E911 calls.

**FINANCIAL IMPLICATIONS:**

None.

**BOARD/COMMISSION RECOMMENDATION:**

Consideration of The Board of Pueblo County Commissioners will be dependent on approval of this Ordinance.

**STAKEHOLDER PROCESS:**

Not applicable to this Ordinance.

**ALTERNATIVES:**

Not applicable to this Ordinance.

**RECOMMENDATION:**

Passage of this Ordinance.

**ATTACHMENTS:**

1. Final MOU PSAP Alt Routing - PPD PCSO

ORDINANCE NO.

AN ORDINANCE APPROVING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE PUEBLO COUNTY SHERIFF'S OFFICE AND THE PUEBLO POLICE DEPARTMENT REGARDING THE ALTERNATE AND DEFAULT ROUTING OF E911 CALLS FOR EACH PUBLIC SAFETY ANSWERING POINT, AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME

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

SECTION 1.

The MOU between the Pueblo County Sheriff's Office 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 MOU in the name and on behalf of the City of Pueblo, where the Mayor may execute the MOU 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 of Pueblo 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 July 13, 2026.

Final adoption of Ordinance by City Council on July 27, 2026.

_____
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

# MEMORANDUM OF UNDERSTANDING
# BETWEEN PUEBLO COUNTY SHERIFF'S OFFICE COMMUNICATION CENTER AND THE CITY OF PUEBLO POLICE DEPARTMENT COMMUNICATIONS CENTER FOR ALTERNATE AND DEFAULT ROUTING OF E911 CALLS

## I. PURPOSE AND INTENT OF MEMORANDUM

This Memorandum of Understanding ("**MOU**") between Pueblo County Sheriff's Office Communications Center ("**SOCC**") and City of Pueblo Police Department Communications Center ("**PDCC**") is designed to establish an understanding for the routing and handling of alternate and default routed E911 calls at each Public Safety Answering Point ("**PSAP**").

## II. OVERVIEW

SOCC will be the designated alternate and default routing point for PDCC's E911 calls.

PDCC will be the designated alternate and default routing point for SOCC's E911 calls.

## III. DEFINITION OF TERMS

Alternate routing may occur for two reasons: 1.) An emergency situation exists that requires the evacuation of the communications center; or 2.) A disruption to phone service at the respective PSAP occurs requiring all 911 calls to be routed to the alternate PSAP.

Default routing may occur when all 911 trunks into a PSAP are busy. All overload calls will then automatically be routed to another pre-designated PSAP.

## IV. PSAP RESPONSIBILITIES

Each PSAP shall establish written procedures to enable its agency to comply with this MOU.

Each PSAP shall set its own alternate and default-routing to the other PSAP via 911.net.

Each PSAP shall provide a workstation for each of the affected PSAP's dispatchers with the affected PSAPs radio talk groups available for communication with field units.

## V. ALTERNATE ROUTED CALLS

SOCC and PDCC agree to accept alternate routed calls for each other. The PSAP required to have its 911 calls alternate routed will notify the receiving PSAP of the situation. The affected PSAP will immediately send at least two dispatchers to the receiving PSAP to assist in handling the additional call load.

The PSAP receiving the alternate-routed 911 calls will take all the information necessary to handle the emergency. The information will be forwarded to the affected agency for dispatch of proper units until such time as the responding dispatchers arrive to handle the calls for their agency.

## VI. DEFAULT ROUTED CALLS

SOCC and PDCC agree to accept default-routed calls for each other. The receiving PSAP will take all of the information necessary to handle the emergency and forward the information to the affected PSAP for dispatch of proper units.

## VII. NOTICES

Notices concerning this MOU shall be given to SOCC as follows:

Chief Mark Mears
101 W 10th ST
Pueblo, CO 81003
719-583-6201
Mears@pueblocounty.us

Notices concerning this MOU shall be given to the PDCC as follows:

Chief Chris Noeller
200 S. Main St
Pueblo, CO 81003
719-553-2420
snoeller@pueblo.us

## VIII. TERM AND MODIFICATION

**Term.** This MOU will become effective upon the execution by both parties. The initial term of this MOU shall be through December 31, 2031. Thereafter, this MOU may be renewed for an additional five-year period upon written agreement of both parties and subject to the termination provision below.

**Termination.** Notice of intent to terminate this MOU shall be provided in writing no later than July 31st of any annual term.

**Modification.** This MOU constitutes the entire agreement between the parties with respect to the specific matters contained herein and supersedes all previous discussions, understandings, and agreements. Any amendments to or waivers of the provisions herein shall be made by the parties in writing. No other agreements, oral or otherwise, regarding the subject matter of this MOU shall be deemed to exist or to bind either party hereto.

## IX. COST ASSOCIATED WITH THE AGREEMENT

Any cost associated with the implementation of this Agreement shall be the responsibility of the party incurring the cost.

## X. NO MULTI-YEAR OBLIGATIONS

All financial obligations of parties under this MOU, in any calendar year, are contingent upon funds for that purpose being budgeted and appropriated by each Party's governing body on or before December 31 of the prior calendar year. Failure to budget and appropriate such funds by December 31 for any subsequent calendar year shall constitute an event of non-appropriation. Notwithstanding anything to the contrary in this MOU, in the event of non-appropriation, either party may terminate this MOU upon thirty (30) days prior written notice given to the other Party.

## XI. ASSIGNMENT OF RISK

The respective parties cannot, and by this agreement do not, agree to indemnify, hold harmless, or assume the defense of the other party. To the maximum extent permitted by law, and without waiving any of the rights, immunities and protections provided by the Colorado Governmental Immunity Act, §§ 24-10-101, et seq., C.R.S., the parties agree that each shall be responsible for any liability arising from the acts or omissions, intentional or negligent, of its officers, agents and employees.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the _____ day of _____, 2026.

Pueblo County Sheriff's Office
By:_____

Address:

Date:_____

CITY OF PUEBLO

By:_____
Mayor Heather Graham
Date:_____

Attest:_____
City Clerk
Date:_____

Approved as to form:

_____
City Attorney

**Background Paper for Proposed Ordinance**

**COUNCIL MEETING DATE:** July 27, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Clyde Bishop, City Clerk

FROM: Steven Meier, Director of Parks and Recreation

SUBJECT: AN ORDINANCE APPROVING AND ACCEPTING A GRANT AGREEMENT FROM THE EL POMAR FOUNDATION, ESTABLISHING PROJECT NO. CI2618, AND BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF $5,000 TO PROJECT NO. CI2618 FOR YOUTH RECREATION PROGRAMS AT THE EL CENTRO DEL QUINTO SOL COMMUNITY CENTER

## SUMMARY:

This Ordinance approves and accepts a grant awarded from the El Pomar Foundation, budgets, and appropriates funds in the amount of $5,000.00 for the Elevating Leadership Development (ELD) Merit Grant at the El Centro del Quinto Sol Community Center.

## PREVIOUS COUNCIL ACTION:

No previous council action on this award.

## BACKGROUND:

El Centro del Quinto Sol Community Center has been nominated to receive an Elevating Leadership Development merit grant in the amount of $5,000 to support youth recreation programs at the Center. In order to receive the award, Council must accept the terms of the grant and authorize the Mayor to sign.

## FINANCIAL IMPLICATIONS:

Not applicable to this Ordinance.

## BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

## STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

**ALTERNATIVES:**

None.

**RECOMMENDATION:**

Approval of the Ordinance.

**ATTACHMENTS:**

1. El Pomar Grant Terms

ORDINANCE NO.

AN ORDINANCE APPROVING AND ACCEPTING A GRANT AGREEMENT FROM THE EL POMAR FOUNDATION, ESTABLISHING PROJECT NO. CI2618, AND BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF $5,000 TO PROJECT NO. CI2618 FOR YOUTH RECREATION PROGRAMS AT THE EL CENTRO DEL QUINTO SOL COMMUNITY CENTER

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

SECTION 1.

The Grant Agreement between the City of Pueblo, a Colorado Municipal Corporation, and the El Pomar Foundation, a copy of which is attached hereto, is hereby approved.

SECTION 2.

The Mayor is authorized to accept the terms of the grant award on behalf of the City and El Centro del Quinto Sol Community Center. The officers and staff of the City are authorized to perform any and all acts consistent with the intent of this Ordinance to implement the policies and procedures described herein.

SECTION 3.

Project No. CI2618 – Youth Recreation Program at El Centro Community Center is hereby established.

SECTION 4.

Funds in the amount of $5,000 are accepted pursuant to this Ordinance and shall be budgeted and appropriated into Project No. CI2618. Said funds shall only be expended and used for this project.

SECTION 5.

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

**Action by City Council:**

Introduced and initial adoption of Ordinance by City Council on July 13, 2026.

Final adoption of Ordinance by City Council on July 27, 2026.

_____
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

EL POMAR FOUNDATION
GENERAL GRANT TERMS AND CONDITIONS

This grant is contingent upon the following terms and conditions:

STATUS AS A GOVERNMENTAL ENTITY. You do hereby certify that you are a governmental entity as defined under Section 170(c)(1) of the Internal Revenue Code of 1986, as amended (the "Code") which includes a State, a possession of the United States, or any political subdivision of the foregoing, or the United States or the District of Columbia. In cases where your governmental connection may not be obvious, you agree to provide the Foundation with adequate documentation verifying your association as a governmental entity.

You acknowledge that your organization is not controlled directly or indirectly by the Foundation.

USE OF GRANT FUNDS. This grant (together with any income earned upon investment of the grant proceeds) is restricted to the purpose specified in the grant award letter and is to be spent in accordance with your proposed budget. Any part of the grant funds not so used must be returned promptly to the Foundation.

You agree that the activities funded by this grant are charitable, educational, scientific or literary (as those terms are defined in Section 170(c)(2)(B) of the Code) and, more specifically, that all expenditures will be for exclusively public purposes.

You acknowledge that the Foundation has not earmarked the use of the grant funds or any portion thereof for another organization, an individual or for any lobbying activity.

You affirm that the charitable purpose of this grant will be fulfilled within the State of Colorado.

You agree that no member of the Foundation's staff or Trustees (or a related party) will receive a financial benefit as a result of this grant.

You agree not to pledge or otherwise encumber any real property acquired as a result of this grant.

FINAL REPORT. The Foundation will require that you submit a final report on the use of the grant by the date specified in the grant award letter. This report should give an accounting of how the grant was spent as compared to the budget submitted in your grant proposal, the progress made in accomplishing the objectives of the grant, and any other information you feel would be relevant in allowing the Foundation to evaluate the grant.

PAYMENT OF GRANT. The payment of this grant will be as specified in the grant award letter, unless the foundation approves a written request for a different schedule. If payments are conditioned upon receipt of progress reports or other required documentation, delays may occur if these documents are not submitted timely or if the Foundation determines there is a lack of reasonable progress in the funded activity.

RELIANCE ON FUTURE FUNDING. You acknowledge that the representatives of the Foundation have made no any actual or implied promise of funding beyond the amounts specified in the grant award letter. This includes any obligation to provide continued support for this or any other project. Continued funding can only be obtained through submission of additional proposals in accordance with the Foundation's policies and guidelines.

REQUIRED NOTIFICATION. You are required to provide the Foundation with immediate written notification in the event of: (a) an inability to expend the grant for the intended purposes; or (b) any expenditure made from this grant for any purpose other than those for which the grant was intended.

GRANT EVALUATION. You will exercise full control over your project's administration, management and any subsequent disbursement of funds. The Foundation's role will consist of reasonable oversight to allow for the proper evaluation of this grant. You agree to permit the Foundation, at its request, to have reasonable access to all files, records, and personnel necessary to make such financial audits, verifications or program evaluations as may be necessary or appropriate. In addition, you agree to maintain such records as will permit the Foundation to easily check the use of grant funds and to keep these records for at least four years after the final report is submitted.

PUBLICITY. Please clear with us any public announcement of this grant. If this grant provides the majority funding for the acquisition of real or personal property, we would request that appropriate identification be placed on the item showing that it was a gift of El Pomar Foundation.

MODIFICATION. This grant agreement sets forth all of the terms of this grant and replaces all prior understandings and agreements. The purposes, terms and conditions of this grant award may not be changed or modified without the express written consent of the Foundation.

DISCONTINUANCE. The Foundation may discontinue, modify or withhold any payment under this grant award or terminate the grant and require a total or partial refund of any of the grant funds if, in the Foundation's sole judgment, such action is necessary: (a) because of a violation of the terms and conditions of this grant; (b) to protect the purposes and objectives of this grant or any other charitable interest of the Foundation; or (c) to comply with the requirements of any law or regulation affecting the Foundation's responsibilities with respect to this grant; or (d) to protect the Foundation's financial ability to carry out its programs.

In the event funds are returned or the grant is terminated, you acknowledge that the Foundation will have no further obligation to you in connection with this grant.

GOVERNING LAW. All questions of law which may arise in the administration of this grant shall be determined in accordance with the laws of the State of Colorado.

AUTHORITY. The undersigned represents that he/she is the duly authorized chief executive officer of the Grantee and as such is empowered to accept this grant on behalf of the Grantee and to obligate the Grantee to observe all the terms and condition of the grant.

Executed on the behalf of:

**Organization Name:** _____

By: _____

Printed Name: _____

Title: _____

Date: _____

**Background Paper for Proposed Ordinance**

**COUNCIL MEETING DATE:** July 27, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Clyde Bishop, City Clerk

FROM: Harley Gifford, Deputy City Attorney

SUBJECT: AN ORDINANCE SUBMITTING TO THE REGISTERED ELECTORS OF THE CITY OF PUEBLO, COLORADO AT THE COORDINATED MUNICIPAL ELECTION TO BE HELD ON NOVEMBER 3, 2026, THE CITIZEN-INITIATED QUESTION OF ADOPTING AN ORDINANCE AMENDING TITLE XIV OF THE PUEBLO MUNICIPAL CODE TO IMPOSE AN ADDITIONAL ONE-SIXTH OF ONE PERCENT (0.167%) SALES TAX FROM JANUARY 1, 2027 THROUGH DECEMBER 31, 2031 FOR THE OPERATIONS AND CAPITAL IMPROVEMENT OF THE PUEBLO ZOO

## SUMMARY:

Attached are two proposed Ordinances arising from a citizen initiative. The first, the submission Ordinance, refers to the registered electors of the City of Pueblo, at the November 3, 2026 coordinated municipal election, the question of adopting the second Ordinance, which would amend Title XIV of the Pueblo Municipal Code to impose an additional sales tax of one-sixth of one percent (0.167%) from January 1, 2027 through December 31, 2031, with the revenues used solely for the operations and capital improvement of the Pueblo Zoo. The City Clerk determined the initiative petition sufficient on June 23, 2026, and Charter Section 18-2 requires the City Council to refer a sufficient initiative petition to the electors without alterations.

## PREVIOUS COUNCIL ACTION:

None. This is the first Council action on the citizen-initiated Zoo tax measure. The City Clerk approved the initiative petition as to form on April 27, 2026 and determined it to be sufficient on June 23, 2026.

## BACKGROUND:

The Zoo tax measure originated as a citizen initiative under Article 18 of the City Charter. The City Clerk approved the initiative petition as to form on April 27, 2026 and, following circulation, determined on June 23, 2026 that the petition was sufficient, with

1,649 verified signatures against the 1,331 required under Charter Section 18-2.

The measure adds new subsections to Section 14-4-85, PMC, imposing an additional sales tax of one-sixth of one percent (0.167%) from January 1, 2027 through December 31, 2031, and creates a dedicated fund for the revenues, to be used solely for the operations of the Pueblo Zoological Society or a successor organization and the capital improvement of the Pueblo Zoo. The increase is imposed on the sales tax alone; it does not amend the use tax schedule at Section 14-4-63, PMC.

Because the measure imposes a new tax, Article X, Section 20 of the Colorado Constitution requires voter approval, and Charter Section 18-2 requires the Council, upon a determination of sufficiency, either to adopt the measure without alterations or to refer it to the electors at an election held not less than sixty nor more than one hundred fifty days after the determination. The November 3, 2026 coordinated municipal election falls within that window.

As circulated, the measure placed the definition of “Pueblo Zoo” in Section 14-4-85.1(10), PMC, the definitions section of the economic-development capital improvement fund, which does not use the term. The two designated representatives of the proponents have consented in writing to relocate the definition to the general definitions section, Section 14-4-21(46), PMC, with its text unchanged. No other change to the measure has been made.

Consistent with the City’s practice for referred tax measures, the referral is presented as two Ordinances: a submission Ordinance placing the question on the ballot and setting the ballot title, and the substantive Ordinance that amends the Pueblo Municipal Code if the measure is approved by the voters.

**FINANCIAL IMPLICATIONS:**

If approved by the voters, the measure would impose an additional sales tax of one-sixth of one percent (0.167%) from January 1, 2027 through December 31, 2031. The estimated revenue in the first full fiscal year is $_____. The revenues would be used solely for the operations and capital improvement of the Pueblo Zoo.

**BOARD/COMMISSION RECOMMENDATION:**

Not applicable to these Ordinances.

**STAKEHOLDER PROCESS:**

The measure was placed before the electors by citizen initiative. The petition was circulated and signed by registered electors of the City and determined sufficient by the City Clerk. A public hearing on the submission Ordinance will be held as provided in Charter Section 3-19.

**ALTERNATIVES:**

Charter Section 18-2 requires the Council either to adopt the measure without alterations or to refer it to the electors. Because the measure imposes a new tax, it cannot be adopted without voter approval under Article X, Section 20 of the Colorado

Constitution. These Ordinances must be adopted in order to refer the citizen-initiated measure to the voters.

**RECOMMENDATION:**

Adopt the Ordinances. Referral of the sufficient initiative petition to the electors is required by Charter Section 18-2.

**ATTACHMENTS:**

1. Ordinance

ORDINANCE NO. _____

AN ORDINANCE SUBMITTING TO THE REGISTERED ELECTORS OF THE CITY OF PUEBLO, COLORADO AT THE COORDINATED MUNICIPAL ELECTION TO BE HELD ON NOVEMBER 3, 2026, THE CITIZEN-INITIATED QUESTION OF ADOPTING AN ORDINANCE AMENDING TITLE XIV OF THE PUEBLO MUNICIPAL CODE TO IMPOSE AN ADDITIONAL ONE-SIXTH OF ONE PERCENT (0.167%) SALES TAX FROM JANUARY 1, 2027 THROUGH DECEMBER 31, 2031 FOR THE OPERATIONS AND CAPITAL IMPROVEMENT OF THE PUEBLO ZOO

WHEREAS, the City of Pueblo is a home rule municipality organized under Article XX of the Colorado Constitution; and

WHEREAS, Article 18 of the Charter of the City of Pueblo reserves to the registered electors the power of initiative to propose ordinances; and

WHEREAS, an initiative petition proposing an ordinance titled “An Ordinance Amending Title XIV of the Pueblo Municipal Code Regarding the Adoption of a Zoo Tax” was approved as to form by the City Clerk on April 27, 2026, was circulated, and was determined by the City Clerk on June 23, 2026 to be sufficient, with 1,649 verified signatures against the 1,331 required by Charter Section 18-2; and

WHEREAS, Charter Section 18-2 requires the City Council, upon a determination of sufficiency, either to pass the proposed ordinance without alterations or to refer it to the registered electors at an election held not less than sixty nor more than one hundred fifty days after the final determination of petition sufficiency; and

WHEREAS, the two designated representatives of the proponents have consented in writing to the relocation of the definition of “Pueblo Zoo” from Section 14-4-85.1(10), PMC, to Section 14-4-21(46), PMC, with the text of the definition unchanged, and no other change to the measure has been made; and

WHEREAS, the City Council has before it the substantive ordinance (“Ordinance No. _____”), attached hereto, which if adopted by the registered electors of the City would impose an additional one-sixth of one percent (0.167%) sales tax from January 1, 2027 through December 31, 2031 for the operations and capital improvement of the Pueblo Zoo; and

WHEREAS, the proposed measure imposes a new tax, and Article X, Section 20 of the Colorado Constitution requires that a new tax be approved by the registered electors; and

WHEREAS, the November 3, 2026 coordinated municipal election will be held within the period required by Charter Section 18-2. NOW, THEREFORE,

BE IT ORDAINED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The question of adopting Ordinance No. _____, and thereby imposing an additional one-sixth of one percent (0.167%) sales tax from January 1, 2027 through December 31, 2031 dedicated to the operations and capital improvement of the Pueblo Zoo, shall be submitted to a vote of the registered electors of the City at the coordinated municipal election to be held November 3, 2026. The measure is referred in the form petitioned for, as provided by Charter Section 18-2 and C.R.S. § 31-11-104(1), with the single correction to the placement of the definition of "Pueblo Zoo" consented to in writing by the designated representatives of the proponents. The ballot question (submission clause and title) therefore shall be as follows:

**QUESTION NO. ___ – ADDITIONAL ONE-SIXTH OF ONE PERCENT (0.167%) SALES TAX for the operations and capital improvement of the Pueblo Zoo**

SHALL THE CITY OF PUEBLO'S TAXES BE INCREASED BY UP TO $_____ ANNUALLY (FIRST FULL FISCAL YEAR INCREASE) AND BY WHATEVER AMOUNTS ARE RAISED ANNUALLY THEREAFTER, FOR FIVE YEARS FROM JANUARY 1, 2027 THROUGH DECEMBER 31, 2031, BY ADOPTING ORDINANCE NO. _____ IMPOSING AN ADDITIONAL ONE-SIXTH OF ONE PERCENT (0.167%) SALES TAX AND ESTABLISHING A SPECIAL FUND FOR THE DEPOSIT OF SUCH REVENUES TO BE SPENT ONLY FOR THE OPERATIONS AND CAPITAL IMPROVEMENT OF THE PUEBLO ZOO; AND SHALL ALL REVENUES DERIVED FROM SUCH TAX BE COLLECTED, RETAINED AND SPENT, NOTWITHSTANDING ANY LIMITATIONS PROVIDED BY LAW, AS A VOTER-APPROVED REVENUE CHANGE AND AN EXCEPTION TO THE LIMITS WHICH WOULD OTHERWISE APPLY PURSUANT TO ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION OR ANY OTHER LAW?

FOR THE ORDINANCE _____
AGAINST THE ORDINANCE _____

SECTION 2.

The officers and staff of the City are authorized and directed to take all action necessary, appropriate or required to implement the provisions of this Ordinance, including certification of the ballot title and question to the Pueblo County Clerk and Recorder in accordance with C.R.S. § 1-5-203 and the intergovernmental agreement between the City and Pueblo County, and the giving of the notice required by Article X, Section 20(3)(b) of the Colorado Constitution.

SECTION 3.

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

**Action by City Council:**

Introduced and initial adoption of Ordinance by City Council on _____.

Final adoption of Ordinance by City Council on _____.

_____
President of City Council

**Action by the Mayor:**

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

_____
Mayor

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

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

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

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

_____
President of City Council

ATTEST

_____
City Clerk

**Background Paper for Proposed Ordinance**

**COUNCIL MEETING DATE:** July 27, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Clyde Bishop, City Clerk

FROM: Andrew Hayes, Public Works Director

SUBJECT: AN ORDINANCE APPROVING A LEASE BETWEEN PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND L.B. FOSTER COMPANY FOR A PARCEL OF LAND IN THE MEMORIAL AIRPORT INDUSTRIAL PARK AND AUTHORIZING THE MAYOR TO EXECUTE SAME

## SUMMARY:

Attached is a Proposed Ordinance approving and authorizing the Mayor to sign an agreement to lease Parcel Q of the Pueblo Memorial Airport Industrial Park Subdivision to L.B. Foster Company for an initial term of five years at the rate of $1,500 per month.

## PREVIOUS COUNCIL ACTION:

In 2019, Council approved Ordinance No. 9458, which leased Parcel Q to a different tenant. Council has not acted with respect to Parcel Q subsequent to Ordinance No. 9458.

## BACKGROUND:

This parcel is an approximately 3.55 acre unimproved lot located next to Lessee's manufacturing facility. Lessee intends to use the lot for laydown and storage space. The lease would commence upon signing for an initial term of five years, with an option to renew for an additional term of five years.

## FINANCIAL IMPLICATIONS:

If approved, the rent remitted pursuant to this lease will contribute $18,000 annually to the airport fund.

## BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

**STAKEHOLDER PROCESS:**

Not applicable to this Ordinance.

**ALTERNATIVES:**

City Council may decline to enter this lease agreement. There are currently no alternative plans for this parcel.

**RECOMMENDATION:**

Approve the Ordinance.

**ATTACHMENTS:**

1. LB Foster Lease

ORDINANCE NO.

AN ORDINANCE APPROVING A LEASE BETWEEN PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND L.B. FOSTER COMPANY FOR A PARCEL OF LAND IN THE MEMORIAL AIRPORT INDUSTRIAL PARK AND AUTHORIZING THE MAYOR TO EXECUTE SAME

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

SECTION 1.

The Lease between Pueblo, a municipal corporation, and L.B. Foster Company, dated August 10, 2026, a copy of which is attached hereto, having been approved as to form by the City Attorney, is hereby approved. The Mayor is authorized to execute and deliver said Lease in the name of the City and the City Clerk is authorized to affix the seal of the City thereto and attest same.

SECTION 2.

The officers and staff of the City are authorized and directed to perform any and all acts consistent with this Ordinance and the attached Lease which are necessary or desirable to implement the transactions described therein.

SECTION 3.

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

**Action by City Council:**

Introduced and initial adoption of Ordinance by City Council on July 13, 2026.

Final adoption of Ordinance by City Council on July 27, 2026.

_____
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

# LEASE

THIS LEASE is entered into as of this 10th day of August, 2026, by and between the City of Pueblo, Colorado, a Colorado municipal corporation (“Lessor”) and L.B. Foster Company, a Pennsylvania Corporation (“Lessee,”) (collectively, “the Parties”). WITNESSETH:

WHEREAS, Lessor is the owner of an unimproved parcel of land located in the Pueblo Memorial Airport Industrial Park, consisting of approximately 3.55 acres, having the following legal description:

Parcel Q, Pueblo Memorial Airport Industrial Park Sub
Pueblo County Assessor Parcel Number 03-300-21-038 ("Leased Premises"), and

WHEREAS, Lessee is desirous of leasing the Leased Premises upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions contained herein, Lessor and Lessee hereby agree as follows:

## Article I. Leased Premises.

1.01 Lessor hereby leases to Lessee and Lessee hereby leases from Lessor, the Leased Premises, subject to the covenants, provisions and conditions herein.

1.02 This Lease and Lessee's use of the Leased Premises are subject to the easements, right-of-way, covenants, conditions, restrictions, reservations and limitations appearing of record, and applicable zoning and land use laws, ordinances, codes, and regulations governing and regulating the Leased Premises and its use.

## Article 2. Term.

2.01 The Term of this Lease shall be for five (5) years commencing August 10, 2026 (the “Commencement Date”) and ending August 9, 2031 ("Term"), unless terminated sooner pursuant to this lease.

2.02 The Parties may renew this Lease for up to one (1) additional term of five (5) years (“Renewal Term”) on the same terms and conditions as this Lease except as to rent, which shall be reset as provided in Section 3.05. No Renewal Term shall commence if Lessee is then in default or has been in repeated or uncured default during the Initial Term. The Parties can elect to renew this Lease for the Renewal Term by mutual agreement in writing. If the Parties have not mutually agreed in writing to renew this Lease for the Renewal Term by the date that is one hundred eighty (180) days before expiration of the initial Term, this Lease shall automatically terminate at the end of the initial Term.

## Article 3. Rent.

3.01 Lessee shall pay to Lessor monthly rent of One Thousand Five Hundred Dollars

($1,500.00) in advance, without notice or demand, beginning with the Commencement Date and on the same day of each month thereafter during the entire term.

3.02 All monthly rent and other payments required to be made by Lessee hereunder which shall remain unpaid thirty (30) days after their due dates, shall bear interest at the rate of ten percent (10%) per annum until paid. All rent and other payments shall be made at or mailed by United States mail to the following address: City of Pueblo, Finance Dept., 101 W. Riverwalk, Pueblo, CO 81003 or such other address as Lessor may from time to time designate to Lessee in writing. The existence of default interest on unpaid rent shall not alter, nor shall it be construed or interpreted to alter the due date, or confer a grace period, after the due date of the rent as set forth in Section 3.01 above.

3.03 Lessee's obligation to pay rent and other payments to Lessor hereunder is absolute and unconditional and rent or additional rent shall not be offset, abated, reduced or withheld for any cause whatsoever.

3.04 It is the intent of the parties hereto that this Lease be a "net" lease with Lessor incurring no obligation, monetary or otherwise, for any expense of any nature associated with the use and operation of the Leased Premises and any component part thereof by the Lessee.

3.05 The annual ground rent shall be adjusted upon commencement of each renewal term by the percentage change in the Consumer Price Index for All Urban Consumers (CPI-U) for the twelve-month period ending in the prior calendar year. No annual adjustment shall reduce the rent below the then-current annual ground rent. If the CPI-U is discontinued or substantially altered, the City shall substitute a comparable index published by the U.S. Bureau of Labor Statistics.

Article 4. Use of Leased Premises.

4.01 The Leased Premises shall be used and occupied by Lessee exclusively for commercial purposes associated with or incident to Lessee's established business activities and for such other activities of Lessee as are reasonably incident thereto.

4.02 Lessee shall use the Leased Premises in a careful, safe and proper manner in compliance with all laws and regulations applicable to the Leased Premises and Lessee's use thereof. Lessee shall not cause, maintain or permit any nuisance or waste in, on, or about the Leased Premises.

Article 5. Condition of Premises.

5.01 EXCEPT AS SPECIFICALLY SET FORTH IN THIS LEASE, IT IS UNDERSTOOD AND AGREED THAT LESSOR IS NOT MAKING AND HAS NOT AT ANY TIME, MADE ANY WARRANTY OR REPRESENTATION 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 HABITABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE (OTHER THAN THE COVENANT OF QUIET POSSESSION SET FORTH IN ARTICLE 13 HEREOF), ZONING, PHYSICAL OR ENVIRONMENTAL CONDITIONS, UTILITIES, GOVERNMENTAL APPROVALS, COMPLIANCE OF THE LEASED PREMISES WITH

GOVERNMENTAL LAWS, THE TRUTH, ACCURACY OR COMPLETENESS OF ANY DOCUMENT OR OTHER INFORMATION PROVIDED TO LESSEE BY ANY OTHER PERSON, OR ANY OTHER MATIER OR THING REGARDING THE LEASED PREMISES.

5.02 The taking of possession of the Leased Premises by Lessee after the Commencement Date shall be conclusive evidence that the Lessee accepts the Leased Premises in its then present condition "As Is, Where Is, With All Faults" and that the Leased Premises are in good and satisfactory condition at the time of the commencement of this Lease.

Article 6. Alterations and Improvements.

6.01 Except as otherwise described in **Exhibit A** to this Lease, Lessee shall not make any additions, alterations or improvements in or to the Leased Premises ("Alterations") having a cost in excess of Twenty-Five Thousand Dollars ($25,000) in any one year without Lessor's prior written consent. Lessee shall not permit or allow any lien to be filed or recorded against the Leased Premises or Lessor's interest therein, and Lessee shall fully cooperate with Lessor in obtaining the protection afforded Lessor under Section 38-22-105(2), C.R.S., currently in effect or as subsequently amended. All Alterations made in or to the Leased Premises by Lessee shall become part of the Leased Premises and be surrendered with the Leased Premises at the termination of this Lease.

6.02 Lessee understands and acknowledges that the Leased Premises are subject to restrictive easements and that no structures may be built upon the Leased Premises.

Article 7. Right of Entry.

Lessor, or Lessor's officers, employees, agents and representatives, as the case may be, may enter the Leased Premises during normal business hours upon oral or written notice to Lessee, except notice shall not be required in case of emergency, such as fire.

Article 8. Assignment or Sublease.

Lessee shall not voluntarily or by operation of law assign all or any part of this Lease or Lessee's interest herein without the express written consent of Lessor, which consent will not be unreasonably delayed, conditioned or withheld. Lessor may withhold its consent if the proposed assignee's financial standing and responsibility at the time of the proposed assignment is not sufficient in the Lessor's sole discretion to give assurance of performance and compliance with all terms and conditions of this Lease. Upon such an assignment and consent after the effective date of such assignment and consent, such assignee shall execute, acknowledge and deliver to Lessor an assumption agreement in form and substance satisfactory to Lessor, whereby assignee agrees to observe and keep all the terms, provisions, covenants and conditions to be observed, performed and kept by Lessee hereunder. In the event of such assignment, Lessee shall not be released from any obligations arising or occurring under this Lease. Any assignment or attempted assignment of the Lease or any interest herein by Lessee without Landlord's express written consent shall be null and void. Lessee hereby represents and warrants that by hereby entering into this Lease, it is acting on its own behalf and not as an agent for any other person or entity, including any undisclosed principal. For purposes of this Article, sublease or an attempt to sublease by Lessee shall be considered an "assignment".

Article 9. Insurance and Indemnification.

9.01 Lessee shall indemnify and hold Lessor harmless from and defend Lessor against any and all claims or liability, including cost of defense and reasonable attorney fees, for any injury or damage to Lessee or its officers, agents or employees, or to Lessee's property, or to any third person, or to property of any third person: (a) occurring in, on or about the Leased Premises or any part thereof by or from any cause whatsoever except injury or damage caused by the negligent, wrongful or intentional acts of Lessor, its officers or employees; or (b) 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 activity conducted thereon.

9.02 Lessee shall secure and maintain in full force and effect, at its expense, during the Tenn and any Renewal Term, if applicable, of this Lease, commercial general liability insurance including personal injury, property damage and contractual coverage in the minimum amount of $1,000,000.00 combined single limits naming Lessor as an additional named insured.

9.03 Lessee shall secure and maintain during the Tenn of this Lease Colorado Worker's Compensation insurance or other similar coverage in the statutorily mandated amounts.

9.04 A copy of each insurance policy, or certificate thereof, issued by an association or company authorized to issue such policy or policies under the law of the State of Colorado containing a provision prohibiting cancellation or material modification of the insurance except after thirty (30) days' notice to Lessor, shall be delivered to the Lessor within thirty (30) days after date of this Lease and thereafter the Lessee will furnish to Lessor evidence of the continuance of the insurance coverage required herein within a reasonable time after the same has been issued.

9.05 Lessee hereby releases Lessor and Lessor's officers, agents, managers, directors, and employees from any and all claims and demands for loss, damages, expense or injury to any person or to personal property occurring on the Leased Premises. Lessee shall each obtain from its respective insurers waivers of all rights of subrogation against Lessor and Lessee shall indemnify Lessor against any loss or expense, including reasonable attorneys' fees, resulting from the failure to obtain such waivers of subrogation.

Article l0. Truces and Assessments.

10.01 Lessee shall pay, before delinquency, any and all property taxes levied or charged against any of the personal property belonging to it and situated on the Leased Premises and any possessory interest real property taxes.

10.02 Lessee shall be solely responsible for the payment of its own true obligations including, but are not limited to, sales and use taxes.

Article 11. Utilities.

If applicable pursuant to Pueblo Municipal Code § 3-1-14, Lessee shall pay, before delinquent, City of Pueblo's combined service fee and all charges for sewer, water, gas, electricity,

telephone and all other utility services furnished to or used in or supplied to the Leased Premises. Lessor shall not be obligated to furnish, provide, or pay for any utilities, facilities or services of any kind.

Article 12. Eminent Domain.

If the whole or substantial part of the Leased Premises shall be taken or condemned by any competent authority for any public or quasi-public use or purpose under any statute or by the right of eminent domain, or purchased under threat of such taking, then this Lease shall terminate on the date when the condemning authority takes possession of the Leased Premises or the substantial part thereof. There shall be no apportionment of the award for taking or condemnation, the entire award going to the Lessor, provided Lessee shall have the right to recover any award which may be made for damages to or condemnation of Lessee's movable trade fixtures, equipment, furniture and furnishings or payments for relocation, if any.

Article 13. Quiet Possession.

Lessee shall, and may peacefully have, hold and enjoy the Leased Premises, subject to the other terms hereof, provided that Lessee pays the monthly rent and additional rent herein recited and performs all of Lessee's covenants and agreements contained herein.

Article 14. Default.

14.01 In the event of default at any time by Lessee in the payment of the monthly rent, additional rent, or fees herein provided for, Lessor shall have the right, after five (5) days' notice in writing to Lessee and Lessee's failure within said five (5) day period to cure said default, and in the event of default by Lessee in the performance of any other covenant herein contained, Lessor shall have the right, after fifteen (15) days' notice in writing to Lessee and Lessee's failure within said fifteen (15) day period to cure such default (or if said default does not relate to the payment of money and cannot by its nature be cured within said fifteen (15) day period, then Lessee’s failure to commence the cure within such fifteen (15) day period and thereafter diligently pursue completion of the cure) to undertake and diligently pursue any one or all of the below actions to cure said default:

(a) terminate this Lease and re-enter and take possession of the Leased Premises,

(b) pursue any remedy whatsoever provided by law or equity,

(c) re-enter and take possession of the Leased Premises and use its best efforts to re-let the same for and on account of Lessee for the then full remaining portion of the unexpired Term or Renewal Term of this Lease or for any shorter period, and to collect and receive payment of rent therefore, but no such re-entry or re-letting shall be construed as a termination of this Lease or as a release of Lessee from Lessee's obligation to perform any other covenant herein contained. It is expressly understood and agreed that in the event of any such re-entry or re-retting by Lessor such re-entry shall not operate to terminate this Lease or alter the obligation of Lessee to perform its covenants and to pay monthly rent or additional rent pursuant to the terms hereof unless Lessor expressly so elects pursuant to Section 14.0l(a) above. Lessor shall *in* no way be responsible or liable for any failure to re-let the Leases Premises, or any part thereof, or for any failure to collect

any rent due upon such re-letting. No notice from Lessor hereunder or under a forcible entry and detainer statute or similar law constitutes an election by Lessor to terminate this Lease unless such notice specifically so states. Lessor reserves the right following any such re-entry and/or re-letting to exercise its right to terminate this Lease; and/or

(d) cure the default on Lessee's behalf and at Lessee's expense, in which event, all costs, expenses and reasonable attorney's fees incurred by Lessor in curing the default together with interest thereon at the rate of ten (10) percent per annum shall constitute additional rent payable to Lessor by Lessee upon demand.

14.02 If Lessor does not elect to terminate this Lease but takes possession as provided for in Section 14.01(c), Lessee shall pay to Lessor the monthly rent and other charges at the times and in the manner as herein provided which would be payable if such repossession had not occurred, less the net proceeds, *if* any, of any re-letting of the Leased Premises after deducting all Lessor's reasonable expenses including, without limitation, all repossessions costs, brokerage commissions, legal expenses, attorneys' fees, alterations and repair costs and expenses of preparation of such re-letting.

14.03 In the event the parties hereto become involved in a dispute arising out of this Lease, or the performance or breach thereof, the Court shall award costs, expenses, and attorney fees to the prevailing party.

14.04 If Lessee violates any of the terms and provisions of this Lease or defaults in any of its obligations hereunder other than the payment of monthly rent or other sum payable hereunder, such violation may be restrained or such obligation enforced by injunction at the instance and request of Lessor without the showing of any special damages or an inadequate remedy at law.

14.05 Lessor shall be in default if it fails to perform any material obligation under this Lease and such failure continues for thirty (30) days after written notice from Lessee (or such longer period as reasonably necessary if cure cannot reasonably be completed within such period and Lessor diligently pursues the cure).

Article 15. Waiver and Time of Essence.

No waiver of any breach or breaches of any provision, covenant or condition of this Lease shall be construed to be a waiver of any preceding or succeeding breach of such provision, covenant or condition, or of any other provision, covenant or condition. Acceptance of monthly rent or partial monthly rent by Lessor shall not constitute a waiver of any then existing or subsequent breach or default. Time is of the essence for each and every provision, covenant and condition herein contained and on the part of Lessee to be done and performed.

Article 16. Notices.

16.0 1 All notices, demands or communications of any kind which may be required or desired to be served, given or made by Lessee upon or to Lessor, under the terms of or if connection with this Lease, shall be sufficiently served, given or made (as an alternative to personal service upon Lessor) if such notice, demand or communication is sent by certified United States mail, addressed to:

City of Pueblo
ATTN: Mayor
I City Hall Place, 2nd Floor
Pueblo, CO 81003

with copy to:

City Attorney
101 W. Riverwalk
Pueblo, CO 81003

(or to such other person or address as may be hereafter from time to time be designated for this purpose by Lessor to Lessee in writing).

16.02 All notices, demands or communications of any kind which may be required or desired to be served, given or made by Lessor upon or to Lessee, under the terms of or in connection with this Lease, shall sufficiently served, given or made (as an alternative to personal service upon Lessee) if such notice, demand or communication is sent by certified United States Mail, addressed to:

L.B. Foster Company
415 Holiday Dr.
Building 1
Pittsburgh, PA 15220
Attention: VP, Rail Products

(or to such other person or address as may hereafter from time to time be designated for this purpose by Lessee to Lessor in writing).

Article 17. Environmental Provisions.

17.01 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 (l) 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"), (2) asbestos-containing materials, (3) PCBs, (4) petroleum or petroleum based products, and (5) lead. Lessee will comply with Environmental Regulations that are applicable to the Lessee and its use of the Leased Premises. No activity shall be undertaken by the Lessee, its employees, agents, licensees, invitees, 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 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 1221 et seq. and the Clean Air Act, 42 U.S.C. Section 7401 et seq.

17.02 Lessee agrees to defend, indemnify and forever hold harmless the Leased Premises and Lessor, and their respective agents, successors, and assigns, as their interest may appear, from all claims, losses, damages, penalties, expenses and costs, including, but not limited to, attorneys' fees, remedial, 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, licensees, invitees, contractors and subcontractors. The provisions of this Article 17 shall expressly survive the expiration of the Term or other termination of this Lease.

17.03 Notwithstanding anything contained in this Article 17 to the contrary, Lessee shall have no responsibility or liability for (a) Hazardous Materials existing on, under or about the Leased Premises prior to the Commencement Date, or (b) Hazardous Materials introduced to the Leased Premises by parties other than Lessee or its employees, agents, licensees, invitees, contractors or subcontractors.

Article 18. F.A.A. Lease Requirements:

18.01 This Lease shall be subordinate to the provisions and requirements of any existing or future agreement between Lessor and the United States, relative to the use, development, operation, or maintenance of the Pueblo Memorial Airport ("Airport").

18.02 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.

18.03 It is understood and agreed that nothing contained in this Lease shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308 of the Federal Aviation Act.

18.04 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 Airport.

18.05 Lessee by accepting this Lease 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 thirty-five (35) feet above ground level. In the event the aforesaid covenant is breached, Lessor reserves the right to enter upon the Leased Premises and to remove the offending structure or object or cut the offending tree, all of which shall be at the expense of the Lessee.

18.06 Lessee shall not make use of the Leased Premises in any manner which might

interfere with the landing or taking off of aircraft at the Airport, or otherwise constitute a hazard to aviation. In the event the aforesaid covenant is breached, Lessor reserves the right to enter upon the Leased Premises and cause the abatement of such interference at the expense of the Lessee.

Article 19. Miscellaneous Provisions.

19.01 Colorado Law. This Lease shall be governed by the laws of the State of Colorado and shall be construed in accordance therewith without reference to such State's choice of law and/or conflict of law principles.

19.02 Writing for Waiver or Modification. No provision of this Lease may be waived or modified except by an agreement in writing signed by the parties hereto. A waiver of any term or provision shall not be construed as a waiver of any other term or provision.

19.03 Binding Effect. This Lease sets forth the entire and complete understanding and agreement of the parties hereto. Lessee acknowledges and agrees that it has not relied upon any statements, representations, agreements or warranties of Lessor except such as are expressed herein. This Lease shall be binding on the parties, their successors and approved assigns.

19.04 Construction. Throughout this Lease, the singular shall include the plural; the plural shall include the singular; and the masculine and neuter shall include the feminine, wherever the context so requires.

19.05 Text to Control. The headings of sections are included solely for convenience of reference. If any conflict between any heading and the text of this Lease exists, the text shall control.

19.06 Severability. If any provision of this Lease is declared by any court of competent jurisdiction to be invalid for any reason, such invalidity shall not affect the remaining provisions. On the contrary, such remaining provisions shall be fully severable, and this Lease shall be construed and enforced as if such invalid provisions had never been inserted in the Lease.

19.07 Venue and Jury Trial. Lessor and Lessee agree that the venue for all actions or causes of action relating to this Lease or the Leased Premises shall be Pueblo County, Colorado. All such actions shall be filed in the District Court, County of Pueblo, State of Colorado, and Lessor and Lessee submit to the personal and subject matter jurisdiction of that Court. To the extent allowed by law, each party hereby waives its right to a jury trial.

19.08 Lessee's Warranties. Lessee and the persons signing this Lease on behalf of Lessee represent and warrant that such parties and Lessee have the requisite power and authority to enter into, execute and deliver the Lease and that this Lease is a valid and legally binding obligation of Lessee enforceable against Lessee in accordance with its terms.

19.09 Time of Essence. Time shall be of the essence as to the performance of all terms, conditions and obligations under this Lease.

19.10 Third Parties. The provisions of this Lease are and will be for the benefit of Lessor

and Lessee only and not for the benefit of any third party, and accordingly, no third party shall have any right or remedy hereunder or the right to enforce any provision of this Lease

19.11 Brokerage Commission. Lessor and Lessee each represent to the other that they have not entered into any agreement or incurred any obligation in connection with the Lease transaction which might result in the obligation to pay a brokerage commission to any brother. Each party shall indemnify and hold the other party harmless from and against any claim or demand by any broker or other person for bringing about this Lease who claim to have dealt with such indemnifying party, including all expenses incurred in defending any such claim or demand (including reasonable attorney's fees).

19.12 Hold Over. If Lessee shall hold over after the expiration of the term or any renewal term of this Lease, without a signed renewal or new Lease, then Lessee shall be deemed a Lessee from month to month on all of the terms and conditions set forth in this Lease, except that the monthly rental due under Article 3 hereof shall increase by ten percent ( 10%) over the rent being charged on the last month prior to the hold over. Nothing in this Section shall be construed as permission of the Lessor to hold over beyond the expiration of the Term or any Renewal Term of this Lease.

19.13 Consequential Damages. Neither party shall be liable to the other for consequential, incidental, special, exemplary or punitive damages arising out of this Lease.

IN WITNESS WHEREOF, Lessor and Lessee, by their duly authorized representatives have executed this Lease on the day and year first above written.

[Signature Page Follows]

[SEAL]

_____ City Clerk
City of Pueblo, Colorado
a Colorado Municipal Corporation

_____
Heather Graham, Mayor

L.B. Foster Company
a Pennsylvania Corporation

By: _____

Its: _____

STATE OF _____

COUNTY OF_____

)
) ss.
)

The foregoing instrument was acknowledged before me this ___ day of _____2026 by _____as _____of L.B. Foster Company, a Pennsylvania Corporation.

Witness my hand and official seal.

My commission expires:

[SEAL]

_____

Exhibit A

Alterations Allowed by Lessor

Notwithstanding anything in the Lease to the contrary, Lessee shall have the right, at Lessee's sole cost and expense, and without obtaining Lessor's prior consent, to perform the following alterations and improvements to the Leased Premises:

1. Access improvements providing vehicular and pedestrian access between the Leased Premises and the cul-de-sac located on Walt Basset Avenue and between the Leased Premises and the adjacent tract to the northwest owned by Lessee, including associated grading, paving, curbs, drainage improvements, utility relocations, fence modifications or removal, and related site work. Any improvements must meet all applicable standards under Pueblo Municipal Code.

2. Extension of rail facilities, including extension of the existing rail spur into the Leased Premises, together with all tracks, switches, crossings, ballast, grading, drainage improvements, signaling equipment and related rail infrastructure.

3. Installation, relocation and modification of lighting, electrical facilities, utility lines, utility infrastructure, communication facilities and related improvements serving the Leased Premises or Lessee's operations thereon.

Lessee shall be responsible for obtaining all permits or approvals necessary to commence any work proposed under this Exhibit A.

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**City Clerk's Office Item # Q1**

**Background Paper for Proposed Resolution**

**COUNCIL MEETING DATE:** July 27, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Clyde Bishop, City Clerk

FROM: Andra Ahrens, Director Wastewater

SUBJECT: A RESOLUTION APPROVING AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE AN AGREEMENT IN AN AMOUNT NOT TO EXCEED $999,459 BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND BROWN AND CALDWELL, INC., A CALIFORNIA CORPORATION, FOR THE DESIGN OF A THIRD PRIMARY CLARIFIER AND AN AERATED GRIT REMOVAL SYSTEM

## SUMMARY:

This Resolution accepts an agreement between the City of Pueblo, a Colorado Municipal Corporation, and the Wastewater Engineer of Record, Brown and Caldwell, Inc. for professional services to design a third primary clarifier and an aerated grit removal system.

## PREVIOUS COUNCIL ACTION:

On February 12, 2024, the City Council approved Resolution No. 15497, selecting Brown and Caldwell, Inc. as the Engineer of Record for the Wastewater Department.

## BACKGROUND:

The master plan for the James R. DiIorio Water Reclamation Facility (WRF) has identified that the capacity of the two existing primary clarifiers and effluent piping causes a hydraulic bottleneck under peak flow and firm capacity conditions relative the Colorado Department of Public Health and Environment (CDPHE) freeboard and redundancy requirements. A third primary clarifier will relieve the bottleneck, flow capacity problems and provide redundancy.

The WRF has only one grit removal system that is almost forty (40) years old. The grit removal system cannot be taken offline for maintenance because of the harm the grit causes the pumps and other machinery. The aerated grit removal technology would provide better grit removal efficiency, and redundancy.

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**FINANCIAL IMPLICATIONS:**

The cost of the agreement with Brown and Caldwell, Inc. to provide professional services for the project will not exceed $999,459. Funds for this project are available from the Sewer User Fund and have been appropriated in the Sewer User Fund Project # WW2606 – Primary Clarifier #3.

**BOARD/COMMISSION RECOMMENDATION:**

Not applicable

**STAKEHOLDER PROCESS:**

None

**ALTERNATIVES:**

The no-action alternative would cause the City to have to continue to have risks associated with having an overflow of wastewater and harm to the machinery due to excess grit in the system.

**RECOMMENDATION:**

Approval of the Resolution.

**ATTACHMENTS:**

1. 07-27-26 B&C 23-130-9 Agreement - Primary Clarifier No 3 and Grit Removal

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RESOLUTION NO. 16386

A RESOLUTION APPROVING AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE AN AGREEMENT IN AN AMOUNT NOT TO EXCEED $999,459 BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND BROWN AND CALDWELL, INC., A CALIFORNIA CORPORATION, FOR THE DESIGN OF A THIRD PRIMARY CLARIFIER AND AN AERATED GRIT REMOVAL SYSTEM

WHEREAS, The City maintains the collection system and operates the James R. DiIorio Water Reclamation Facility for the purpose of treating municipal wastewater; and

WHEREAS, Project No. 23-130 Wastewater Department Engineer of Record-Primary Clarifier NO.3 and Grit removal Facility Design Project

WHEREAS, Brown and Caldwell, Inc. is the Engineer of Record for the Wastewater Department and has proposed and been determined the most qualified to provide the professional services; NOW, THEREFORE;

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The agreement between the City of Pueblo, a Colorado Municipal Corporation, and Brown and Caldwell, Inc., a California 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 work to be performed in the amount of $999,459.

SECTION 2.

Funds in the amount of $999,459 will be paid from appropriated funds budgeted in the City's 2026 Budget from the Sewer User Fund, Project #WW2606 – Primary Clarifier #3.

SECTION 3.

The Purchasing Agent is hereby authorized to execute the agreement 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 are authorized to perform any and all acts consistent with this Resolution to implement the policies and procedures described herein.

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SECTION 5.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: July 27, 2026

BY: Roger Gomez
MEMBER OF CITY COUNCIL

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

ATTESTED BY: DocuSigned by: Clyde Bishop F1C1AF8727B149A...
CITY CLERK

# PROFESSIONAL SERVICES AGREEMENT
# BY AND BETWEEN CITY OF PUEBLO AND
# BROWN AND CALDWELL, INC.

23-130

WASTEWATER DEPARTMENT ENGINEER OF RECORD - PRIMARY CLARIFIER NO. 3 AND GRIT REMOVAL FACILITY DESIGN PROJECT

# PROFESSIONAL SERVICES AGREEMENT BY AND BETWEEN CITY OF PUEBLO AND BROWN AND CALDWELL, INC.

## 1. INTRODUCTION

THIS AGREEMENT ("Agreement") made and entered this _____ day of _____, 20____, by and between the City of Pueblo, a Municipal Corporation (hereinafter referred to as "City") and Brown and Caldwell, Inc., a registered California Corporation (hereinafter referred to as "Consultant"), for Consultant to render certain professional consulting and related services for City in connection with Bid 23-130 Wastewater Department Engineer of Record - Primary Clarifier No. 3 and Grit Removal Facility Design Project, 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 project management, design, reporting, engineering, consulting and related services for the Project described in more detail in Schedule 1 attached hereto and incorporated herein by reference (the "Services"). Such Services shall include all usual and customary professional services incidental to the work on the Project. In the event this Agreement follows the selection of Consultant by City pursuant to a Request for Proposals (RFP), all of the requirements of that RFP are incorporated herein by reference, unless any requirement is expressly excluded in Schedule 1.

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.

## 2. CONSULTANT 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. Consultant and subconsultant work and work product shall include project management, planning, meetings, site visits, civil/structural/architectural/mechanical/ electrical/instrumentation design, engineering, estimating, reporting, 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 to the extent caused by Consultant's negligent act or omission. 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.

B. Consultant acknowledges that performance of each phase shall be assigned a work schedule agreeable to City and Consultant. 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.

C. 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.

D. 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 and noted in Schedule 2 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. Consultant shall rely on information provided without verification unless otherwise agreed in Schedule 1. City shall notify Consultant of any known or potential health or safety hazards existing at or near the project site.

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 work completed in the Phases outlined in Schedule 1 or work product 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.

## 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” of this Agreement. The proposed work schedule 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 as shown in A1 below, an amount not to exceed $999,459.00 in the aggregate as set forth in the grand total shown in Schedule 2 "Fee Schedule".

1. The maximum amount of each phase shall not exceed the amount specified in Schedule 2 for such phase unless agreed upon by Consultant and City with a written Change Order or written Amendment.

2. A written Change Order may be considered for an increase amount of the applicable phase for up to 10% of the grand total cost of the project.

3. A written Amendment approved by City Council, Consultant, and Department Director shall be utilized for any agreed upon change to each phase exceeding 10% of the grand total.

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.

1. Such applications shall be submitted based upon the hourly rates and expense reimbursement provisions for each phase as set forth in Schedule 2 and shall contain appropriate documentation that such services have been performed and expenses incurred.

2. Such applications for payment of each phase shall not exceed 90% of said phase until final work of the phase has been completed. The final application for payment for each phase shall be the remaining 10% of the phase and shall be paid upon satisfactory completion of the phase as approved by City.

3. The applications for payment shall be submitted monthly with consideration of City for review of satisfactory completion and payment within 45 days of the date of such application is received provided that sufficient documentation has been furnished.

4. The final application for payment for the final 10% of the final phase, shall be held by City until all previous phases and current final phase 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, 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 negligent errors or omissions.

E. Compensation for authorized Services 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 10 days' 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 reports, plans, specifications, communications, presentations, notes, memorandum, data, summaries, assessments, recommendations, meeting minutes, estimates, and work product 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 services, or to pay its employees and Consultants, or to perform services with that level of care and skill ordinarily exercised by consultants performing similar services at the time services are performed in a manner deemed satisfactory by City's Project Representative, then in that event, Consultant's entire right to compensation shall be limited 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

All designs, drawings, specifications, technical data, 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 upon payment to Consultant for work performed 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 notes, designs, drawings, specifications, technical data, reports, and all other documents pertaining to the work to be performed under this Agreement. In the event City uses the information provided hereunder for another project independent from Project, without adaptation by Consultant, City shall hold harmless Consultant from all loss, claims, injury, and judgments arising from the use of such information for such other project.

## 7.2. Advertising

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

## 7.3. Equal Employment Opportunity

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

## 7.4. Notices

Any and all notices or other communications required or permitted by this Agreement or by law to be served on or given to either the City or the Consultant by the other party shall be in writing and shall be deemed duly served and given when personally delivered to the party to whom it is directed, or in lieu of such personal service when deposited in the United States mail, first-class postage prepaid, addressed to the City of Pueblo, City of Pueblo, Department of Wastewater, Attn: Andra Ahrens, Director, 1300 S. Queens Avenue, Pueblo, Colorado, 81001; or to the Consultant, Brown and Caldwell, Inc., Attn: Michael Thorstenson, Principal-In-Charge, 1527 Cole Blvd., Suite 300, Lakewood, Colorado, 80401. 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 23-130 Wastewater Department Engineer of Record and 23-130 Master Contract, 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 any schedule or attachment shall control and supersede the conflicting provision in Agreement.

## 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 to the extent City has paid Consultant for services performed by Consultant's subconsultants and subcontractors.

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. In the event of litigation the court shall award the prevailing party its court costs and reasonable attorney fees.

## 7.10. Severability

If any provision of this Agreement, is determined to be directly contrary to and prohibited by law or the requirements of any federal grant or other Project funding source, then such provision shall be deemed void and the remainder of the Agreement enforced.

## 7.11. Appropriations

The City is prohibited by law from making commitments beyond the term of the current City Fiscal Year. Payment to Consultant beyond the current City Fiscal Year is contingent on the appropriation and continuing availability of agreement funds in any subsequent year. The City's obligation to pay Consultant shall be contingent upon funding continuing to be made available for payment. Payments to be made pursuant to this Agreement shall be made only from Agreement Funds, and the City's liability for such payments shall be limited to the amount remaining of such Agreement Funds. If City funds are not appropriated, or otherwise become unavailable to fund this Agreement, the City may, upon written

notice, terminate this Agreement, in whole or in part, without incurring further liability. The City shall, however, remain obligated to pay for Services and Goods that are delivered and accepted prior to the effective date of notice of termination. Consultant shall confirm availability of Agreement Funds before proceeding and/or making obligations for work exceeding the initial and subsequent annual appropriations.

### 7.12. Force Majeure

Neither party shall be responsible for delays caused by circumstances beyond its reasonable control including but not limited to governmental action, statute, ordinance, rule or regulation, strike or other labor troubles, fire, acts of God, or other incidents outside of either party's control that makes performance or acceptance impossible or impractical. The Consultant shall not be liable for any failure of or delay in the performance of this Agreement for the period that such failure or delay is due to causes beyond its reasonable control created from any force majeure event.

## 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 or mediation, as mutually agreed, 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. INSURANCE

### 9.1. Conditions

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

B. Consultant agrees to hold harmless, defend and indemnify City from and against any liability to third parties, to the extent caused by the negligent acts, errors or omissions of Consultant, its employees, subcontractors, and consultants.

### 9.2. Minimum Requirements

A. Commercial General Liability Insurance. The Consultant 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 Consultant with respect to all work performed by it and all its subcontractors under the Contract, to be written

on a commercial general liability policy form. This insurance shall be written in amounts not less than a combined single limit of $1,000,000 for each occurrence and aggregate for bodily injury including death and 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, and blanket contractual coverage. The policy shall also provide "Completed Operations and Projects Liability" coverage.

B. Commercial Automobile Liability Insurance. The Consultant shall procure and maintain during the period of the Contract and for such additional time as work on the project is being performed, Commercial Automobile Liability Insurance. This insurance shall be written with limits of liability of $1,000,000 each accident for bodily injury and property damage. 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, trucks, tractors, backhoes, and similar equipment 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 each claim and aggregate in a form and with a self-insured retention acceptable to City.

E. Consultant shall furnish to City a certificate or certificates of insurance showing compliance with this Section. Consultant shall obtain a special endorsement from its insurance carrier that provides that the insurance shall not be changed or cancelled until ten (10) days after written notice has been given to City and provide a copy of such endorsement to City. Consultant shall immediately notify City of any substantial change in, or cancellation, or non-renewal of any such insurance.

## 10. 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. Notwithstanding, unless otherwise specified in the Scope of Services, City shall have sole responsibility as between City and Consultant with compliance with the ADA and related regulations.

## 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 fill out the Colorado PERA Questionnaire and submit the completed form to City as part 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 26 pages.
- Schedule 2 - "Fee Schedule" consisting of 1 page.

## 15. ELECTRONIC SIGNATURE

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.

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

CITY OF PUEBLO, A MUNICIPAL CORPORATION

By_____
Teresa May Burns, Director of Purchasing

Attest_____
Clyde Bishop, City Clerk

*[SEAL]*

BROWN AND CALDWELL, INC.

By_____
Michael J. Thorstenson, Principal-In-Charge

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 – 2 and Additional Information for Agreement

# Schedule 1

Scope of Service

Excerpt from Consultant's Proposal dated June 26, 2026, Pages 1 – 26

Note: Only Phase 100 and Phase 200 shall be included in this Agreement. Additional Phases may be added by Amendment to this Agreement.

# Scope of Services for Primary Clarifier No. 3 and Grit Removal Facility Design

## Project Understanding

A hydraulic evaluation of the James R Dilorio Water Reclamation Facility (WRF) was completed as part of the 2024 Master Plan Update (MPU) project. The evaluation identified a hydraulic bottleneck at the primary clarifiers and effluent piping under peak flow and firm capacity conditions relative to the Colorado Department of Public Health and Environment (CDPHE) freeboard and redundancy requirements. Additionally, the master planning process identified a lack of redundancy in the existing grit removal facilities and evaluated alternative grit treatment technologies to improve operational resilience and compatibility with future liquid stream improvements.

The purpose of the Primary Clarifier No. 3 Design Project (Project) is to address the hydraulic bottleneck in primary treatment and deficiencies in grit removal system through the design of a new primary clarifier and a new grit removal system. It is expected that implementing the Project will require completing the Application Procedures for Amendment of Existing Site Location Approval Procedures from CDPHE pursuant to 5 CCR 1002-22 (22.8).

This Scope of Services describes the design phase services that Brown and Caldwell (Consultant) will perform and the related responsibilities and activities the City of Pueblo Department of Wastewater (Pueblo WW) will undertake during the Project. The services included herein consist of planning-level and final design services for:

- New Primary Clarifier No.3 including modifications to the influent, effluent, and primary sludge connections; provision of a dedicated primary sludge and scum pump station; and a new splitter box to feed all three primary clarifiers, and coordination with both the existing and new grit removal system.
- New grit removal system to replace the current vortex grit removal system. The concept includes two duty/standby (redundant) aerated grit tanks, an equipment building to house the related blowers and pumps, and connection to new splitter box.

The Project will be developed using an integrated design approach through the 75% design level to coordinate hydraulics, site layout, structural systems, construction sequencing, and interdependent process features between the primary clarification and grit removal facilities. At the completion of the 75% design phase, the project will be structured to allow separation into two distinct construction bid packages for final design and bidding. Primary Clarifier No. 3 and the grit removal system will be bid as separate construction packages. Bid support services will be provided as part of this Scope of Services. Future services that may be provided under separate agreement include engineering services during construction.

This Scope of Services includes the following phases:

- Phase 100 – Project Management
- Phase 200 – BODR

Future Amendment:

- Phase 300 – 75% Design
- Phase 400 – 100% Design (Bid Set) and Bidding Services
- Phase 500 – Supplemental Services and Contingency

This revised Scope of Services includes Phases 100 and 200 with a future amendment to complete Phase 300, 400, and 500. One (1) attachment is included with this Scope of Services for Phases 100 and 200:

- Attachment 1 – Compensation. The compensation for the Phase 100 and 200 Scope of Services is $999,459

## Pueblo WW Responsibilities

Pueblo WW will provide Consultant with all reasonably available and relevant information in Pueblo WW's control necessary to support the design process. This includes, but is not limited to:

- PDF files of all existing plant construction drawings
- Any available or existing survey information pertinent to the project scope
- Relevant GIS data (e.g. contours, parcels, existing utilities, flood mapping, etc.)
- Relevant process flow data obtained in the last 5 years

Pueblo WW will perform the following actions during execution of this Scope of Services:

- Provide access to the plant site and facility to validate and verify as-constructed conditions.
- Provide access to knowledgeable operations and maintenance staff to support design development.
- Provide input on design criteria and equipment preferences, pump selection and pump station layout preferences.
- Review draft BODR and provide consolidated review comments.
- Attend BODR draft review meeting.
- Review all design sets including drawings and specifications, at 30%, 75%, and 100% design.
- Coordinate interaction with Pueblo Building Department and Fire Marshal for design review as needed.
- Provide advertisement and bidding of Project.
- Lead efforts to electronically distribute plans and specifications and addenda to prospective bidders and maintain the plan holders list.
- Perform bid evaluations and contractor selection.
- Execute construction contract(s) and issue the Notice to Proceed.

## General Project Assumptions

The following overall assumptions were made in the development of this Scope of Services:

- **Scope Basis.** This Scope of Services is the entirety of services offered for this project under the subject Agreement of Professional Services. Services identified in Agreement Schedule 1, unless indicated herein, are not included.
- **Project Schedule.** The work on this project is projected to commence in July or August 2026 and is targeted to be complete within 18 months. Approximately 6-8 months is expected for the Basis of Design Report (BODR), 5-7 months for 75% design and 5 months for 100% design and bidding. The schedule is dependent on timely regulatory and Pueblo WW review times, which are not controlled by the Consultant.
- **Design Submittals/Deliverables.** The design progress will be documented and delivered as follows:

- BODR submittal described in Phase 200.
- 75% design submittal described in Phase 300.
- 100% design submittal (Bid Set) described in Phase 400.

- **Design Development and Packaging.** Project will be developed through the 75% design stage to address interdependent technical considerations across both Primary Clarifier No. 3 and grit removal facility. Design development will include early planning beginning at BODR for interim operations and bid package separation, such as potential interim hydraulics, sequencing concepts, and interface requirements, to support standalone operation and constructability, with detailed execution of the proposed package split following completion of the 75% design. Final design documentation will be organized to support separate construction bid packages: one for Primary Clarifier No. 3 and one for the grit removal facility.
- **Decisions.** The design approach is based on interactive workshops for each design submittal/deliverable listed above. Decisions will be reached in a direct communication setting and summarized, documented, and maintained in an issues/decision log. Additionally:
  - The BODR for this project will document major decisions. All other design decisions will be expedited between Consultant and Pueblo WW using direct communications and documented in a decision log.
  - No value engineering or cost reduction exercises are included in this scope.
  - Early procurement packages are not included in this scope.
- **Pueblo WW Design Review Comments.** The Pueblo WW project manager will compile and reconcile Pueblo WW staff comments on all Consultant deliverables. All project reviews and comment periods are assumed to be ten (10) working days to accommodate the project schedule. Comments will be reviewed and discussions and resolutions documented during the design review meetings. The Consultant team will not continue design during project review of submittals to avoid over-developing items that may change based on Pueblo WW's feedback.
- **Codes and Standards.** The design will be based on applicable federal, state, and local regulations, codes, and standards in effect at the beginning of the project. Any changes in these regulatory requirements, codes or standards occurring after project initiation, that affect the design, may necessitate a change in scope and fee. Existing plant facilities are assumed to be legally permitted and operationally acceptable. However, they may not conform to current code or design standard requirements. Upgrades or rehabilitation of existing facilities solely to achieve conformance with current codes or standards are excluded from this Scope of Services. The installing Contractor will prepare a building permit application for each building facility and respond to comments from Pueblo Building Services with modifications included in the Bid Set submittal. Pueblo WW will pay all permit fees.
- **Specifications.** Consultant's master specifications will be used as the basis for technical specifications (modified Construction Specification Institute MasterFormat® 2020 – Divisions 01 through 46). Pueblo's master specifications will be used for Division 00 (introductory information; bidding and contract requirements). Preparation of contract design specifications will be based on the use of standard Consultant document protocols and specification formats, including bidding forms and general specification conditions like those which have been used on previous projects with Pueblo WW. Electronic delivery format will be PDF.

- **Drawings.** Design deliverables will be produced in the Autodesk suite of products using AutoCAD, AutoCAD Civil 3D, and Revit, in accordance with Consultant Document Production Standards (DPS), 2026 version, and delivered electronically as PDFs. New structures and facilities will typically be modeled and documented within the Autodesk environment. Where modifications to existing structures are required, available scanned record drawings and photographs will be used where possible to illustrate existing and proposed modifications. PDF sketches may be used as appropriate to communicate early design concepts.
- **Estimates and Opinion of Probable Construction Cost (OPCC).** OPCC, estimated quantities, financial analyses, economic feasibility projections, and schedules for this project are based on information at the time of preparation. Consultant makes no warranty that actual costs or schedules will not vary due to market conditions, contractor means and methods, unknown conditions, third-party performance, or other factors beyond Consultant's control.
- **Record Drawings.** Pueblo WW will provide available record drawings and relevant project data. These documents will be relied upon as reasonably accurate for design purposes. If documents are found to be materially inaccurate or incomplete, resulting additional effort may require scope and budget adjustment.
- **Unknown Conditions.** Consultant is not responsible for additional effort resulting from unknown, concealed, or differing site conditions including, but not limited to, subsurface, structural, or utility conflicts.
- **Colorado Department of Health and Environment (CDPHE) Coordination.** Pueblo WW will serve as the applicant of record. Consultant will be responsible for developing and submitting the Site Location Amendment application and process design report (PDR) to CDPHE, along with coordinating regulatory communications. Consultant will provide technical support, including preparation of required engineering documentation and assistance with responses to CDPHE comments.
- **Client Coordination Meetings.** The Consultant Project Manager, Design Manager, and up to four additional design discipline leads may attend kickoff and design review meetings with Pueblo WW.
- **Budget Management.** Consultant may reallocate budget among work phases and tasks as necessary to complete the Scope of Services.
- **Fees.** Fees associated with permits, applications, agency reviews, legal notices, or advertisements required for project approvals or bidding are excluded from this Scope of Services and will be paid directly by Pueblo WW.

The following table summarizes key assumptions for each of the major design disciplines.

**Table 1. Key Scope Assumptions by Discipline Area**

| Discipline Area | Key Scope Assumptions |
|---|---|
| General | • Hydraulic modeling of the new primary clarifier along with influent and effluent piping modifications will be conducted.<br>• Flow basis for the hydraulic modeling will be based on the flow and load projections documented in the 2024 Master Plan Update.<br>• General dimensions and design criteria of the new primary clarifier will be based on the current primary clarifier dimensions unless otherwise noted or prevented by existing site constraints. |
| Geotechnical | • The foundation design of new or modified facilities will be based on a project-specific geotechnical investigation performed for this project. The geotechnical exploration, laboratory testing, and geotechnical report will be obtained and coordinated by the Consultant.<br>• Subsurface conditions may vary significantly between exploration locations and depths. Because of the inherent uncertainties in subsurface conditions, differing or unforeseen soil, groundwater, or subsurface conditions may occur that could affect the project cost, schedule, or execution. The Consultant is not responsible for impacts resulting from such conditions.<br>• Based on preliminary geotechnical information from the Secondary Clarifiers project, deep foundations (e.g., micropiles) are assumed for Primary Clarifier No. 3, the primary sludge and scum pump station, the splitter box, and other below-grade process structures subject to uplift, bearing, or settlement constraints.<br>• The clarifier foundation system including possible buoyancy mitigation measures such as pressure relief valves (PRVs), reduced excavation depths, or other alternatives will be evaluated and confirmed through the geotechnical report, and more economical solutions may be adopted if supported by the findings.<br>• New groundwater pumping or dewatering well systems for buoyancy control are not considered.<br>• Because of the need for groundwater wells to manage uplift, foundations for process facilities will not be lower than adjacent existing facilities. |
| Survey and Utility Test Holes | • Consultant will obtain a field survey for the project area.<br>• Utility test holes will be conducted for this project. |
| Environmental | • No environmental fieldwork will be conducted as part of this project.<br>• Consultant will rely on Pueblo WW-provided and publicly available information to inform the project of potential environmental impacts. |
| Architectural | • Building architecture (materials, construction) will be similar to existing structures.<br>• No landscape architect services will be required for this Project. |
| Civil | • Additional site security and fencing is not required.<br>• New topographical survey information and base mapping will be utilized for the design of new facilities and modifications of existing facilities.<br>• Legal, easement, and plat surveys for the site will not be required.<br>• Landscaping and irrigation plans will not be prepared.<br>• The capacity of the existing fire protection system is adequate to handle the new facilities.<br>• Traditional pipe materials and construction methods will be utilized. |
| Structural | • No retaining walls will be required.<br>• Clarifier platform by mixer/equipment manufacturer.<br>• Housing for Aerated Grit Equipment is a 20x10 Pre-engineered metal building (PEMB) with no monorail.<br>• Structural foundations will be designed in accordance with the project-specific geotechnical report.<br>• Existing pipe supports are adequate where left in place, with no modification or rehabilitation required. New pipe supports will be designed and provided by the Contractor. |
| Process | • Primary clarifier will be of the same depth and flow pattern as existing and the surface area will not be larger than the current primary clarifiers |

| Discipline Area | Key Scope Assumptions |
|---|---|
| Process<br>Mechanical | • Consultant will make assumptions about pumping and treatment process redundancy requirements based on historical redundancy decisions of City-owned assets.<br>• Materials of construction will generally match existing assets or common industry approach.<br>• Design concerning "plant-wide" utility systems such as basin drainage, water and in-plant waste collection/disposal will be limited to extension of and/or changes to existing piping. No new structures or equipment will be needed.<br>• Active cathodic protection will not be required for buried piping.<br>• Piping 2 inches in diameter and smaller will be field routed, unless needed to show appropriate design intent.<br>• Pipe supports will be Contractor-designed based upon a performance specification.<br>• Pipe expansion/contraction control measures will be Contractor-designed based upon a performance specification.<br>• Seismic bracing/control measures for piping will be specified for Contractor design<br>• Clarifier design will consider a work sequence for future tie-in with new grit removal system<br>• Odor Control will not be part of this design.<br>• Pipe stress analysis will not be required for buried piping. |
| Building<br>Mechanical | • BODR phase documents will be limited to discipline sketches and figures, site sketches and figures, and specification table of contents.<br>• HVAC: No cooling will be provided for the new primary sludge pump station; heating and ventilation only.<br>• Plumbing: limited plumbing systems to include drainage and hose bibs. No restroom is anticipated.<br>• Plumbing: No emergency fixtures (eyewash or safety showers) are anticipated at the pump station or at the new primary clarifier.<br>• Fire Suppression: Fire suppression for primary pump station is not included. |
| Electrical | • BODR phase documents will be limited to single line diagram.<br>• New clarifier and associated equipment will be fed from new Motor Control Centers MCC-6400A and MCC-6400B installed on the "Digester Mixers and Covers, Polymer, and Electrical Upgrades Project." It is assumed that project will be sufficiently complete to support the schedule proposed herein.<br>• There is sufficient spare/space available in new Headworks/Digester Area Integrated Power Assembly IPA-64 to accommodate loads for this project including primary clarifier and pump station.<br>• Clarifier, and surrounding exterior, lighting will be designed to match the existing clarifiers.<br>• Electrical specifications will be provided during the Final Design phase only.<br>• It is assumed that the additional in plant electrical load resulting from the project will not require upgrade of the plant's existing electrical service.<br>• Fire detection/alarm: Consultant will provide a specification defining the performance requirements for the system. The system will be designed and constructed by the Contractor using licensed specialists as required.<br>• Conduit and cable tray supports: Consultant will provide a specification defining the performance requirements for hangers and supports. The contractor will develop hanger and support details and route and install all conduits and cable trays.<br>• Short-circuit, coordination, and arc flash analyses and labeling: Consultant will provide a specification for the performance of these analyses. The analyses will be performed by the Contractor using data for the actual electrical equipment procured and installed.<br>• Site security, camera, and public address systems will not be included.<br>• Travel to site will be from the local Consultant office only. |

| Discipline Area | Key Scope Assumptions |
|---|---|
| Instrumentation | • Instrumentation and controls (I&C) will match the existing system and components available during the Project.<br>• I&C will be similar in type and sophistication to what currently exists. Analog elements and components will be used, and no significant modifications to existing I&C equipment or systems will be needed.<br>• A design for modifying the existing programmable logic controller (PLC)-based supervisory control and data acquisition system will be provided for the process areas being modified. Significant modifications to existing I&C equipment or systems will not be required. Design will mirror clarifiers 1 and 2 modifications made under the "Digester Mixers and Covers, Polymer, and Electrical Upgrades Project."<br>• Pueblo will provide "as-built" documentation of the existing process I&C system. Pueblo-provided information will include, but not be limited to, existing motor and control circuit diagrams, panel shop drawings, process instrument information, and process control system software documentation.<br>• The new I&C system will be based on the use of PLCs. Plant status monitoring will be by the existing commercially available PC-based software package. Remote access to plant components will not be provided.<br>• BODR will include process & instrumentation narrative only. P&IDs will be completed during the Final Design phase.<br>• BODR will include a narrative only describing the site's major network modifications. Final Design will update the drawing to include all network modifications, in the Project-modified process areas only.<br>• Discipline specifications will be provided during the Final Design phase only.<br>• The Basis of Design will be provided during the BODR, without modification during Final Design<br>• The public address system design or modification will not be included.<br>• Security system and video system design are excluded as part of this scope of services.<br>• Vendor-supplied control system packages will be interfaced through hardwired signals. |
| Permitting | • Wetlands, biological assessments, or archaeological investigations and surveys will not be necessary.<br>• The construction contractor will secure other project-related permits such as the grading, building, electrical, and plumbing permits.<br>• No effort associated with right-of-way permits is included as all construction activities will occur within the site boundaries of the existing plant.<br>• Contractor is responsible for obtaining Stormwater Pollution Prevention Permit.<br>• Pueblo WW will coordinate directly with the Fire Marshal for review as part of the Building Services permit application process.<br>• Consultant is not responsible for CDPHE's review schedule. Design will continue to progress during CDPHE's review and will not hold for comments. |

# Detailed Scope of Services

The following sections present Consultant's detailed scope of services organized by project phase.

## Phase 100 – Project Management

**Objective.** Establish the project management, control, and design management framework to perform engineering services through design development, packaging, and delivery of the Project.

**Approach.** Establish the foundational management, control, coordination, Quality Assurance and Quality Control (QA/QC), and documentation processes throughout all subsequent phases. These services include project planning, reporting, internal coordination, BIM execution planning (Phases 300 and 400), and internal QA/QC practices.

### Task 101: Project Management Planning

**Objective.** Create an internal Project Management Plan (PMP) and Quality Management Plan (QMP) to:

**Approach:** Establish:

- Project Charter to establish project goals, objectives, and critical success factors
- Project team members, roles/responsibilities, staffing plan (management, engineering, QA/QC, etc.)
- Scope of Services with work breakdown structure
- Project schedule
- Project budgets
- Communications Plan
- Risk Management Plan
- Building Information Modeling (BIM) Execution Plan (Phases 300 and 400)
- Project documentation plan and file structure
- Change management process
- Health and Safety Plan for field work

All design deliverables will undergo appropriate quality management processes in accordance with the QMP. There is a separate budget line-item for reviews, documentation and related management for each design deliverable.

### Task 102: Project Controls and Reporting

**Objective:** Provide invoices for work performed during the invoice period.

**Approach.** Show total contract amount, total charges to date, previous billings, outstanding balance, current amount remaining, and total amount due.

**Assumptions:**

- Invoicing will occur monthly and will be prepared and submitted as a PDF to Pueblo WW via email
- It is anticipated that the duration of the design phase is 18 months.

### Task 103: Project Management and Design Management

**Objective.** Provide management oversight for the project in accordance with Consultant policies and standard practices. This task also includes the development of the General Requirements (Division 01) specifications for the project. Only

**Assumptions:**

- **Progress Meetings.** Up to 18 monthly, virtual progress meetings between Consultant Project Manager and Pueblo WW via Microsoft Teams. For this effort, only 8 meetings are assumed for the BODR phase. Each meeting is assumed to be up to 1 hour total, including preparation time. No formal agenda, presentation materials, or pre-meeting documentation is included. Meeting notes be summarized via follow-up email at Consultant's discretion.
- Consultant will prepare technical Division 01 specifications only. Other than coordination with relevant Division 01 requirements, Division 00 (bidding and contractual requirements) will be provided by Pueblo WW for coordination, not later than the 75% design package, and are excluded from this task.

### Phase 100 Deliverables:

- Up to 18 monthly invoices (only 8 invoices are assumed for the BODR phase)
- Meeting agendas and/or email meeting notices, as applicable
- Division 01 specifications

## Phase 200 – BODR

**Objective.** Develop the Basis of Design Report (BODR) to define design criteria, key technical concepts, and facility configuration for Primary Clarifier No. 3 and the new redundant grit removal system, while initiating early planning for future separation into distinct construction bid packages. Selected portions of the BODR will be used to support the CDPHE site location amendment application.

**Approach:**

- Define design criteria, regulatory requirements, and performance objectives for Primary Clarifier No. 3 and the new grit removal system.
- Document preliminary process selection, hydraulic assumptions, facility layouts, and system capacities.
- Plan for Project separation into a Primary Clarifier bid package and a Grit Removal bid package.
- Perform preliminary evaluation of interim hydraulic and operational concepts, including the potential ability for the new clarifier to operate independently while grit facility construction is ongoing.
- Identify conceptual interface needs, such as flow splitting, temporary or interim conveyance paths, structural jointing considerations, electrical and I&C demarcation concepts, and civil sequencing constraints, that may affect later design stages.
- Develop the draft BODR (specification list and Class 4 OPCC) that reflect an integrated facility concept, while acknowledging future separation into bid packages. The BODR will be structured similarly to the PDR for ease of reference and final submission to CDPHE at the 75% design stage.
- Perform internal QA/QC, conduct the Preliminary Design Review with Pueblo WW, and incorporate major comments to finalize the BODR for the CDPHE site location amendment application submitted during Phase 300.

**Assumptions:**

- Discipline specific tasks, such as Civil, Structural, Mechanical, etc., include effort associated with QA/QC and internal Project Team meetings for multi-disciplinary design coordination.
- Pueblo WW's review of the draft BODR will focus on major comments that impact overall configuration, design criteria, regulatory completeness, or project direction.
- Minor or non-critical comments (e.g., drafting preferences, formatting, non-governing detail refinements) will be addressed during development of the 75% design to optimize effort and maintain schedule.
- The final BODR will address comments to sufficiently communicate project intent and satisfy CDPHE requirements for initiation of the site application amendment review process.
- The drawing list in Table 2 reflects the preliminary scope of drawings at each design phase ( 75% and 100%). Following completion of the 75% design phase, the drawing list will be organized to support separation into two distinct construction bid packages: one for Primary Clarifier No. 3 and one for the grit removal facility. The drawing list may be refined, adjusted, or re-sequenced as the design progresses and coordination advances through Phases 200, 300, and 400, provided the overall scope, level of effort, and deliverables described in this Scope of Services are maintained.

## Task 201: Coordination Meetings and Site Visits

**Objective.** Conduct coordination meetings and participate in site visits to establish project expectations, confirm design direction, and document key assumptions.

**Approach:**

- **Kickoff Meeting.** Consultant will conduct a 2-hour kick-off meeting (in person) with Pueblo WW staff to establish project expectations, discuss issues and concerns, and develop a foundation for collaborative teamwork. Concepts for discussion will include elements of the proposed design, general plant design, and construction considerations. Consultant will walk the site with Pueblo WW staff.
- **Preliminary Design Review Meeting.** Consultant will conduct a 2-hour meeting (in person) with Pueblo WW staff to review the draft BODR and preliminary drawings and specification list.
- **Internal Project Team Meetings.** Consultant will conduct up to one (1) weekly virtual meeting via Microsoft Teams with internal Consultant team to coordinate and progress the BODR phase.
- **Site Visits.** Consultant will participate in one (1) site visit for up to four (4) design leads during Phase 200.

**Assumptions:**

- Pueblo WW will assist with coordinating site access, escorts, and required safety or security procedures upon Consultant request.
- No formal agendas, presentation materials, or pre-meeting documentation are included unless specifically identified elsewhere in this Scope of Services.
- Key discussion outcomes and action items will be summarized via follow-up email. Formal meeting notes will not be provided.

## Task 202: Design Delivery

**Objective.** Includes development of sketches and figures.

## Task 203: General

**Objective.** Develop general layouts and concepts. Also includes subcontracts for surveying, potholing, and geotechnical investigation to support the design effort.

**Assumptions:**

- An estimate of $40,000 for surveying and potholing is included in the fee.
- An estimate of $66,000 is included in the fee for geotechnical report.

## Task 204: Civil Design

**Objective.** Define the basis of civil design and develop an overall site layout, including major process/yard piping alignment, earthwork, drainage, and initial identification of construction constraints.

**Approach**:

- Define proposed site improvements and new facilities in BODR.
- Develop figures and sketches of both existing and proposed features.
- Develop preliminary horizontal and vertical control for preliminary layout coordination, based on revised benchmark data.
- Develop preliminary site layout figures and sketches, including but not limited to, major process piping, grading, pavement, site drainage, and site access.

## Task 205: Structural Design

**Objective.** Define the basis of structural design .

**Approach:**

- Define structural design criteria, including governing codes, design loads, and performance requirements in BODR.
- Coordinate clarifier and grit facility foundation design with recommendations in the Geotechnical report.
- Identify major structural components and show major interfaces with existing structures on structural sketches and figures.
- Coordinate Process Mechanical/Structural requirements for major equipment.
- Coordinate Electrical, HVAC and fire/life safety requirements, including:
  - Major equipment
  - Plenums/chases
  - Wall construction materials and ratings

## Task 206: Architectural Design

**Objective.** Define architectural code compliance and design criteria for the new primary pump station and grit removal building in BODR.

**Approach:**

- Building Code Analysis – review and document relevant Federal, State, and Local codes, standards, and ordinances as they relate to building, fire, life safety, accessibility and energy conservation. Fire and life safety considerations will include NFPA 820 Standard for Fire Protection in Wastewater Treatment and Collection Facilities (NFPA 820).

- Design Criteria – generate written design criteria to identify project requirements, other than code requirements, such as building program, form, materials, durability, maintenance, constructability, and sustainability opportunities/goals. Additionally, Consultant will review the existing campus and look to blend these new structures in with existing facilities.
- Preliminary Coordination – with other design disciplines as needed for schematic design including but not limited to building structural system, HVAC strategy, sprinkler system (if required), general room sizes/adjacencies (electrical room, sprinkler riser, mechanical equipment), general process equipment sizes/clearances, etc.

**Assumptions:**

- No schematic architectural drawings will be required at this phase.

## Task 207: Process and Process Mechanical Design

**Objective.** Develop the overall process configuration from a schematic and spatial configuration. Consultant will finalize hydraulic modeling, design calculations including pump hydraulics and agitation air delivery, and parameters for sizing and locating facilities. General arrangement sketches and figures will also be developed.

**Approach:**

- Determine parameters for equipment sizing and locating proposed improvements within the proposed site. The Visual Hydraulics model developed for the 2024 MPU and a pumping model will be utilized for this task.
- A Fathom, or similar pumping model, will be used to develop system curves for candidate pump evaluation and selection. These results will then be compared to the existing system model for independent verification of results. As part of the pump selection, criteria will include targeting operation within the Preferred Operating Range (POR) to minimize seal and bearing wear as well as increase operating efficiency.
- Document process mechanical design criteria, primary clarifier mechanism basis of design, grit removal equipment basis of design, and pump and compressor selection in the BODR.
- Develop preliminary design criteria to inform configuration and preliminary equipment sizing.
- Identify major equipment type and preliminary equipment selections for use in laying out equipment.
- Coordinate major utilities with civil discipline.
- Conduct NFPA 820 area classification analysis with input from other disciplines
- Develop initial primary clarifier mechanism type and primary sludge pump selections.
- Develop initial aerated grit system configuration, flow path, coarse bubble equipment and primary pump selections and blower selections.
- Consider preliminary noise control measures for the blowers.
- Consider interim operations and related hydraulic, process, and control concepts that would allow potential standalone operation of the new primary clarifier during grit facility construction.
- Develop the overall process configuration from a schematic and spatial configuration for the proposed improvements.
- Prepare description summary of design criteria and equipment sizing for inclusion in the BODR.

Only process mechanical figures and sketches to show intent will be provided.

## Task 208: Building Mechanical Design

**Objective.** Develop the building mechanical design criteria in the BODR .

**Approach:**

- Determine preliminary ventilation, heating, and cooling loads (assumed ventilation only).
- Preliminary HVAC equipment sizing and selection.
- Preliminary air flow schematics.
- Code reviews including, but not limited to, NFPA 820.

## Task 209: Electrical Design

**Objective.** Develop electrical design to power the new primary clarifier, pump station, and grit facility.

**Approach**:

- Summarize and document electrical design criteria and code review including, but not limited to, NFPA 820, in the BODR.
- Determine preliminary loads for all new equipment and evaluate capacity of existing electrical system
- Develop single line diagram of new load additions to existing electrical equipment in planned spare/spaces

**Assumptions:**

- New equipment will be powered from MCC-6400A and MCC-6400B and all control will be from Integrated Power Assembly (IPA-64) Structure.

## Task 210: Instrumentation Design

**Objective:** Develop I&C narrative supporting the installation of a new primary clarifier, primary sludge pump station, and grit facility and associated blowers. Coordinate discipline-specific requirements with the other design disciplines and coordinate draft construction sequencing plan.

**Approach:**

- Determine scope of new process instrumentation, system network, and local control system requirements to support the BODR.

## Task 211: Cost Estimating

**Objective.** Develop OPCC based on the BODR to support budgeting, financial planning, and decision-making for subsequent design phases.

**Approach:**

- Develop OPCC to a Class 4 (typically -30 percent to +50 percent accuracy range) accuracy in accordance with the Association for the Advancement of Cost Engineering (AACE) guidelines.

**Assumptions:**

- The OPCC represents an order-of-magnitude planning tool and is not intended for bidding, procurement, or contract award.
- The OPCC reflects integrated project scope for Primary Clarifier No. 3 and the grit removal system and does not allocate costs between bid packages .

### Task 212: Quality Control

Provide quality control, on the project in accordance with Consultant policies and standard practices. All design deliverables will undergo appropriate quality management processes in accordance with the QMP.

### Task 213: Permitting Support

Permitting tasks will take place under Phase 300.

### Task 214: Basis of Design Report (BODR)

**Objective.** Coordinate the content from each of the design disciplines and prepare the BODR submittal. The BODR will be structured similarly to the PDR required by CDPHE for permitting. Consultant will submit a PDF of the draft BODR and a PDF of the final BODR, updated with Pueblo WW review comments.

**Approach.** Consultant will submit a draft BODR to Pueblo WW. A two (2) hour virtual meeting to discuss the BODR review comments will be conducted to discuss comments and agree to the proposed design approach. A PDF of the final document will be updated with Pueblo WW review comments and submitted as the PDR to CDPHE at the 75% design stage.

### Phase 200 Deliverables:

- Draft and Final BODR
- BODR review meeting agenda and minutes
- Class 4 OPCC, draft and final

## Phase 300 – 75% Design Package (via Amendment)

**Objective.** Advance the design from Phase 200 to the 75% design milestone.

**Approach.**

- Incorporate review comments from the BODR submittal.
- Advance interim operations planning by refining hydraulic, process, and control concepts that would allow potential standalone operation of the new primary clarifier during grit facility construction.
- Develop defined interface strategies between the Primary Clarifier and Grit Removal, including:
    - Permanent and interim flow-splitting locations and control points.
    - Yard piping alignment and stub-out locations.
    - Structural jointing, wall termination, and load-transfer considerations.
    - Electrical power distribution breakpoints and feeder demarcations.
    - I&C architecture concepts defining ownership of PLCs, networks, and instrumentation at shared boundaries.
- Refine civil and structural sequencing constraints, including grading, excavation limits, temporary access, and constructability considerations that influence staged construction and interim configurations.
- Prepare drawings per Table 2 and specifications using a document and sheet structure that anticipates separation into two bid packages at final design. Drawings and specifications will be submitted as PDFs.
- Confirm permanent interface points (hydraulic, structural, electrical, and I&C) between the two facilities so separation into bid packages can occur without re-advancing technical design decisions.
- Perform QA/QC to confirm that the integrated design is consistent and coordinated.
- Meet with Pueblo WW for 75% Design Review to share design progress and receive comments.

**Assumptions:**

- Decisions logged in the BODR phase will govern development of 75% design. Changes to previously approved decisions that materially affect scope, configuration, or design basis may require amendment
- Discipline-specific tasks (Civil, Structural, Process, Mechanical, Electrical, I&C, etc.) include effort associated with internal QA/QC, multidisciplinary coordination, and constructability review appropriate for the 75% design level.
- Upon completion of the 75% design and resolution of applicable review comments, the design documentation will be split into two distinct construction bid packages for final design and bidding: one for Primary Clarifier No. 3 and one for the grit removal facility.

## Task 301: Client Coordination Meetings

**Objective.** Conduct coordination meetings and participate in site visits to establish project expectations, confirm design direction, and document key assumptions.

**Approach:**

- **75% Design Review Meeting.** Consultant will conduct a 2-hour virtual meeting with Pueblo WW staff to review the 75% design drawings and specifications. The meeting will include review of: 1) major design elements and discipline interfaces, and 2) the planned document packaging strategy for the 100% bid sets, including package boundaries, shared interface sheets, and required coordination items between the Primary Clarifier No. 3 package and the grit removal facility package.
- **Construction Sequencing Meeting.** Consultant will conduct a 2-hour construction sequencing meeting (in person) with Pueblo WW staff and Consultant team members to discuss the maintenance of plant operations (MOPO) during construction and sequencing for the demolition and construction of the new primary clarifier and pump station. Construction sequencing will be detailed in Division 01 specifications and in construction sequencing drawings.
- **Internal Project Team Meetings.** Consultant will conduct up to one (1) weekly virtual meeting via Microsoft Teams with internal Consultant team to coordinate and progress the 75% design phase.

**Assumptions:**

- No formal agendas, presentation materials, or pre-meeting documentation are included unless specifically identified elsewhere in this Scope of Services.
- Key discussion outcomes and action items will be summarized via follow-up email. Formal meeting notes will not be provided.

## Task 302: Design Delivery

**Objective**. Includes development of BIM models and coordination of the team on drawings and specifications.

## Task 303: General/Permitting

**Objective.** Assist Pueblo WW in preparing technical documentation required for permits and other regulatory review associated with the final design and new construction.

**Approach.** Prepare engineering documentation to support regulatory submittals, as required by the CDPHE application.

**Assumption.** The final PDR (BODR) and 75% design information will be submitted to CDPHE to start the permitting process as PDFs.

### Task 304: Civil Design

**Objective.** Advance the civil design to support an integrated, coordinated 75% design.

**Approach:**

- Advance the civil design and model to define site layout, grading, drainage, surface water management, and major yard piping alignments, including identification of permanent tie-in locations.
- Develop 75% civil drawings and technical specifications.

### Task 305: Structural Design

**Objective.** Advance the structural design to support an integrated, coordinated 75% design.

**Approach:**

- Advance the structural design to define structural systems, framing configurations, foundations, and resolved interface conditions consistent with the integrated multidisciplinary design.
- Develop 75% structural drawings and technical specifications.

### Task 306: Architectural Design

**Objective.** Develop architectural documents (drawings and specifications) to a 75% level.

**Approach:**

- Develop and maintain the architectural building information model and produce 75% architectural drawings (plans, elevations, sections, details, and schedules).
- Develop 75% architectural technical specifications, including Divisions 07 through 13.

**Assumptions:**

- Architectural drawings are limited to the two buildings identified in Task 202 (primary pump station and grit removal building).

### Task 307: Process Mechanical Design

**Objective.** Advance the process mechanical design to support an integrated, coordinated 75% design.

**Approach**:

- Advance the process mechanical design to define equipment layouts, sizing intent, process flow, P&IDs, and process piping routing, including permanent tie-in locations and interfaces.
- Coordinate/Confirm implementation of NFPA 820 requirements
- Develop 75% process mechanical drawings and technical specifications.

### Task 308: Building Mechanical Design

**Objective.** Advance the building mechanical design to support an integrated, coordinated 75% design.

**Approach**:

- Advance the building mechanical design to define HVAC, plumbing, and fire protection system concepts, layouts, and sizing intent consistent with the facility configuration and code requirements, including NFPA 820.
- Develop 75% building mechanical drawings and technical specifications.

### Task 309: Electrical Design

**Objective.** Advance the electrical design to support a coordinated 75% design.

**Approach:**

- Advance the electrical power and control design to define power distribution, equipment connections, electrical room layouts, duct banks, and conduit systems consistent with updated equipment selections, NFPA 820 and other code requirements and I&C intent.
- Develop 75% electrical drawings and technical specifications.

### Task 310: Instrumentation Design

**Objective.** Advance the process instrumentation and controls design to support an integrated, coordinated 75% design.

**Approach:**

- Advance the I&C design to define instrumentation selection, control system architecture, PLC/SCADA interfaces, control logic intent, and instrumentation locations consistent with the process and electrical design.
- Develop 75% I&C drawings and technical specifications.

### Task 311: Cost Estimating

**Objective.** Provide OPCC based on the 75% design.

**Approach:**

- Develop a Class 3 OPCC with an expected accuracy range of -20 to +30% in accordance with the AACE guidelines.

**Assumptions:**

- The OPCC represents an order-of-magnitude planning tool and is not intended for bidding, procurement, or contract award.
- The OPCC reflects integrated project scope for Primary Clarifier No. 3 and the grit removal facility and does not allocate costs between bid packages at the 75% level.

### Task 312: Quality Control

Provide quality control, on the project in accordance with Consultant policies and standard practices. All design deliverables will undergo appropriate quality management processes in accordance with the QMP.

### Phase 300 Deliverables:

- 75% design drawings (refer to Table 2)
- 75% technical specifications
- Class 3 OPCC, draft and final
- 75% Design Review meeting agenda and minutes
- Permit application package including the CDPHE site location application, PDR, and 75% drawings

## Phase 400 – 100% Design Package (Bid Set) and Bidding Services (via Amendment)

**Objective.** Advance the coordinated 75% design into two complete, bid-ready construction document packages, one for Primary Clarifier No. 3 and one for the grit removal facility, with defined scopes, interfaces, and responsibilities to support competitive bidding, constructability, and orderly construction.

**Approach:**

- Reorganize and finalize the design into two independent 100% bid packages, including drawings, specifications, and bid-package-specific Class 1 Opinions of Probable Construction Cost, while preserving technical continuity with the approved 75% design.
- Incorporate permanent and interim facility accommodations needed to support phased construction and potential interim operations, which may include:
    - Flow-splitting structures, control points, and bypass configurations.
    - Permanent and temporary piping stub-outs, caps, and tie-in details.
    - Structural jointing, termination, and load-path provisions to support staged construction.
    - Electrical and I&C demarcation details enabling independent installation and commissioning of each bid package.
- Develop interface and bridging documentation, such as boundary diagrams, interface plans, details, and notes, to eliminate scope gaps, overlaps, and ambiguities between bid packages and to support orderly sequencing during construction.
- Finalize discipline-specific drawings and technical specifications to reflect split scopes, shared responsibilities, testing constraints, and interface conditions without revisiting previously approved technical concepts.
- Perform final interdisciplinary QA/QC.

**Assumptions:**

- The bid package split occurs after completion of the 75% design, and Phase 400 efforts include refinement and reorganization of drawings and specifications as necessary to support the split without redesign of previously approved technical concepts.
- Certain drawings, specifications, and diagrams may intentionally appear in both bid packages to provide system context and reduce coordination risk. Such duplication does not constitute an expansion of scope.
- Development of the bid packages assumes that interface planning performed in Phases 200 and 300 is substantially complete and that no fundamental facility reconfiguration is required at the 100% stage.

### Task 401: Bid Document Preparation

**Objective.** Prepare two bid-ready 100% construction document packages, one for Primary Clarifier No. 3 and one for the grit removal facility.

**Approach:**

- Prepare two complete, bid-ready 100% construction document packages (drawings per Table 2 and technical specifications), organized by bid package and consistent with the approved post-75% split.
- Define and document bid-package interfaces through boundary diagrams, interface drawings, and updated discipline-specific details addressing shared systems and coordination requirements.

### Task 402: Cost Estimating

**Objective.** Provide OPCC based on the final design.

**Approach:**

- Develop separate Class 1 OPCCs for each bid package (Primary Clarifier No. 3 and Grit Removal Facility) in accordance with AACE guidelines, with an expected accuracy range of approximately -10% to +15%, based on the completed 100% design documents.

**Assumptions:**

- The OPCC is based on completed 100% design documents organized into separate bid packages and is intended to support competitive bidding and contract award.

### Task 403: Bid Period Services

**Objective.** Assist Pueblo WW with bidding the Project including review, responses to questions, evaluation, and scoring of bids.

**Approach.** Prepare the following elements:

- Prepare up to three (3) addenda for Pueblo WW as required prior to bid closing.
- Attend and participate in one (1) pre-bid conference and site visit in person with up to two (2) consultant staff.
- Respond to bidder questions during bid period and provide written technical clarifications for inclusion in addenda.
- Support Pueblo with review and scoring of bids.

**Assumptions:**

- Allot up to eighty (80) engineering hours to respond to bidders' questions and update design documentation (specifications and drawings) to include all disciplines, as needed.
- Allot up to forty (40) engineering hours to assist Pueblo WW in bid evaluations.

### Phase 400 Deliverables

- Bid set documents, drawing and specifications, referred to as Project Manual
- Pre-bid conference agenda and meeting minutes.
- Preparation of up to three (3) addenda.
- Letter and supporting documentation to Pueblo WW recommending award to successful bidder.

## Phase 500 – Contingency (via Amendment)

Phase 500 includes contingency to support Pueblo WW with supplemental engineering services that may arise due to unforeseen conditions, Pueblo WW-directed changes, or scope additions beyond the services and assumptions defined elsewhere in this Scope of Services. All Phase 500 services shall be performed only upon written authorization by Pueblo WW and mutual agreement on scope and fee. The fee includes $130,000 for contingency.

### Task 501: Contingency

**Objective.** Assist Pueblo WW in performing out-of-scope services arising from unknown or latent conditions.

**Approach.** Upon written authorization by Pueblo WW and mutual agreement on scope and fee, Consultant shall utilize contingency funds as needed for the Design of this Project. Contingency funds may cover additional effort required beyond the assumptions in this scope of services due to unknown or latent conditions.

**Assumptions:**

- Contingency funds are intended to address unknown or latent conditions and are not intended to accommodate discretionary scope changes or Pueblo WW-initiated enhancements.
- Use of contingency funds shall require written authorization by Pueblo WW and shall be limited to the effort necessary to address the identified condition.

Table 2. Preliminary Drawing List

| Number | Title |
|---|---|
| G-00-0001 | COVER SHEET |
| G-00-0002 | INDEX OF DRAWINGS 1 |
| G-00-0003 | INDEX OF DRAWINGS 2 |
| G-00-0004 | ABBREVIATIONS 1 |
| G-00-0005 | ABBREVIATIONS 2 |
| G-00-0006 | GENERAL CONSTRUCTION NOTES |
| G-00-0007 | LEGEND AND SYMBOLS |
| G-00-0008 | SITE PLAN 1 |
| G-00-0100 | EXISTING HYDRAULIC PROFILE 1 |
| G-00-0101 | EXISTING HYDRAULIC PROFILE 2 |
| G-00-0102 | FUTURE HYDRAULIC PROFILE 1 |
| G-00-0103 | FUTURE HYDRAULIC PROFILE 2 |
| G-00-0104 | PROCESS FLOW DIAGRAM |
| G-00-0106 | DESIGN CRITERIA |
| G-00-0107 | CONSTRUCTION SEQUENCING 1 |
| G-00-0108 | CONSTRUCTION SEQUENCING 2 |
| S-00-0001 | Structural General Notes 1 |
| S-00-0002 | Structural General Notes 2 |
| S-00-0003 | Structural Special Inspections 1 |
| S-00-0004 | Structural Special Inspections 2 |
| S-00-0005 | Typical Details 1 |
| S-00-0006 | Typical Details 2 |
| S-00-0007 | Typical Details 3 |
| S-00-0008 | Typical Details 4 |
| S-00-0009 | Typical Details 5 |
| S-00-0010 | Typical Details 6 |
| S-00-0011 | Typical Details 7 |
| S-00-0012 | Typical Details 8 |
| S-00-0013 | Typical Details 9 |
| S-00-0014 | Typical Details 10 |
| S-00-0015 | Typical Details 11 |
| S-00-0016 | Typical Details 12 |
| S-00-0017 | Typical Details 13 |
| S-65-1001 | Primary Clarifier Overall Foundation Plan |
| S-65-1002 | Primary Clarifier Overall Lower Plan |
| S-65-1003 | Primary Clarifier Overall Upper Plan |
| S-65-2001 | Primary Clarifier Enlarged Foundation Plan |
| S-65-2002 | Primary Clarifier Enlarged Platform Plan |

| Number | Title |
|---|---|
| S-65-2003 | Primary Clarifier Enlarged Plan |
| S-65-3001 | Primary Clarifier Sections 1 |
| S-65-3002 | Primary Clarifier Sections 2 |
| S-65-5001 | Primary Clarifier Details 1 |
| S-65-5002 | Primary Clarifier Details 2 |
| S-65-1001 | Pump Station Overall Foundation Plan |
| S-65-1002 | Pump Station Overall Lower Plan |
| S-65-1003 | Pump Station Overall Roof Plan |
| S-65-3001 | Pump Station Sections 1 |
| S-65-3002 | Pump Station Sections 2 |
| S-65-5001 | Pump Station Details 1 |
| S-65-5002 | Pump Station Details 2 |
| S-64-1001 | Aerated Grit Basin Overall Plan |
| S-64-1002 | Aerated Grit Basin Foundation Plan |
| S-64-1003 | Aerated Grit Basin Lower Plan |
| S-64-1004 | Aerated Grit Basin Upper Plan |
| S-64-3001 | Aerated Grit Basin Sections 1 |
| S-64-3002 | Aerated Grit Basin Sections 2 |
| S-64-3003 | Aerated Grit Basin Sections 3 |
| S-64-5001 | Aerated Grit Basin Details 1 |
| S-64-5002 | Aerated Grit Basin Details 2 |
| S-64-5003 | Aerated Grit Basin Details 3 |
| S-64-1001 | Equipment Storage Foundation Plan |
| S-64-1002 | Equipment Storage Upper Plan |
| S-64-3001 | Equipment Storage Sections |
| S-64-5001 | Equipment Storage Details 1 |
| S-64-5002 | Equipment Storage Details 2 |
| C-00-0001 | Civil Notes and Legend (A/B) |
| C-00-1001 | Existing Conditions (A/B) |
| C-00-2001 | Overall Site Plan (Primary Clarifier) |
| C-00-2002 | Phasing Plan (Primary Clarifier) |
| C-00-2003 | Overall Site Plan (Grit Removal) |
| C-00-2004 | Phasing Plan (Grit Removal) |
| C-00-3001 | Grading & Drainage Plan (Primary Clarifier) |
| C-00-3002 | Grading and Drainage Plan (Grit Removal) |
| C-00-4001 | Yard Piping Plan (Primary Clarifier) |
| C-00-4002 | Yard Piping Plan (Grit Removal) |
| C-00-5001 | Roadway Plan (Primary Clarifier) |
| C-00-5002 | Roadway Plan (Grit Removal) |

| Number | Title |
|---|---|
| C-00-6001 | Yard Piping Profiles 1 (Primary Clarifier) |
| C-00-6002 | Yard Piping Profiles 2 (Primary Clarifier) |
| C-00-6003 | Yard Piping Profiles 1 (Grit Removal) |
| C-00-6004 | Yard Piping Profiles 2 (Grit Removal) |
| C-00-7001 | Control Coordinates (Primary Clarifier) |
| C-00-7002 | Control Coordinates (Grit Removal) |
| C-00-8001 | Civil Details 1 (Primary Clarifier) |
| C-00-8002 | Civil Details 2 (Primary Clarifier) |
| C-00-8003 | Civil Details 1 (Grit Removal) |
| C-00-8004 | Civil Details 2 (Grit Removal) |
| C-00-9001 | Staging, Access, and Erosion & Sediment Control Plan (Primary Clarifier) |
| C-00-9002 | Staging, Access, and Erosion & Sediment Control Plan (Grit Removal) |
| DD-64-1001 | GRIT REMOVAL PLAN |
| DD-64-1002 | GRIT REMOVAL SECTIONS |
| DD-64-1003 | GRIT REMOVAL DETAILS |
| D-00-0001 | SYMBOL AND LEGENDS |
| D-00-0002 | STANDARD DETAILS 1 |
| D-00-0003 | STANDARD DETAILS 2 |
| D-00-0004 | STANDARD DETAILS 3 |
| D-00-0005 | STANDARD DETAILS 4 |
| D-00-0006 | STANDARD DETAILS 5 |
| D-00-0007 | STANDARD DETAILS 6 |
| D-00-0008 | STANDARD DETAILS 7 |
| D-00-0009 | STANDARD DETAILS 8 |
| D-00-0100 | STANDARD DETAILS 9 |
| D-00-0101 | STANDARD DETAILS 10 |
| D-00-0102 | STANDARD DETAILS 11 |
| D-00-0103 | STANDARD DETAILS 12 |
| D-64-1001 | GRIT REMOVAL BOTTOM PLAN |
| D-64-1201 | GRIT REMOVAL TOP PLAN |
| D-64-3001 | GRIT REMOVAL SECTIONS 1 |
| D-64-3002 | GRIT REMOVAL SECTIONS 2 |
| D-64-5001 | GRIT REMOVAL DETAILS 1 |
| D-64-5002 | GRIT REMOVAL DETAILS 2 |
| D-64-9001 | GRIT REMOVAL 3D PERSPECTIVE |
| D-65-1001 | SPLITTER BOX BOTTOM PLAN |
| D-65-1201 | SPLITTER BOX TOP PLAN |
| D-65-3001 | SPLITTER BOX SECTIONS 1 |
| D-65-3002 | SPLITTER BOX SECTIONS 2 |

| Number | Title |
|---|---|
| D-65-5001 | SPLITTER BOX DETAILS 1 |
| D-65-5002 | SPLITTER BOX DETAILS 2 |
| D-65-9001 | SPLITTER BOX 3D PERSPECTIVE |
| D-65-1001 | PRIMARY CLARIFIER 1 BOTTOM PLAN |
| D-65-1101 | PRIMARY CLARIFIER 1 TOP PLAN |
| D-65-3001 | PRIMARY CLARIFIER 1 SECTION |
| D-65-5001 | PRIMARY CLARIFIER DETAILS 1 |
| D-65-5002 | PRIMARY CLARIFIER DETAILS 2 |
| D-65-9001 | PRIMARY CLARIFIER 3D PERSPECTIVE |
| D-65-1001 | PRIMARY CLARIFIER PUMP STATION 1 BOTTOM PLAN |
| D-65-1101 | PRIMARY CLARIFIER PUMP STATION 1 TOP PLAN |
| D-65-3001 | PRIMARY CLARIFIER PUMP STATION 1 SECTION |
| D-65-5001 | PRIMARY CLARIFIER PUMP STATION DETAILS 1 |
| D-65-5002 | PRIMARY CLARIFIER PUMP STATION DETAILS 2 |
| D-65-9001 | PRIMARY CLARIFIER PUMP STATION 3D PERSPECTIVE |
| A-00-00 | ARCHITECTURAL GENERAL NOTES, SYMBOLS AND LEGENDS |
| A-00-00 | ASSEMBLIES |
| A-00-00 | SITE PLAN / KEY PLAN |
| A-65-00 | EXTERIOR DETAILS 1 |
| A-65-00 | EXTERIOR DETAILS 2 |
| A-65-00 | INTERIOR DETAILS 1 |
| A-65-00 | INTERIOR DETAILS 2 |
| A-65-00 | FIRE DETAILS |
| A-65-00 | CODE ANALYSIS |
| A-65-00 | LOWER FLOOR PLAN |
| A-65-00 | UPPER FLOOR PLAN |
| A-65-00 | ROOF PLAN |
| A-65-00 | BUILDING ELEVATIONS |
| A-65-00 | BUILDING SECTIONS |
| A-65-00 | WALL SECTIONS |
| A-65-00 | SCHEDULES AND TYPES |
| A-65-00 | SIGNAGE PLANS AND LEGEND |
| A-64-00 | EXTERIOR DETAILS 1 |
| A-64-00 | EXTERIOR DETAILS 2 |
| A-64-00 | INTERIOR DETAILS |
| A-64-00 | CODE ANALYSIS |
| A-64-00 | LOWER FLOOR PLAN |
| A-64-00 | UPPER FLOOR PLAN |
| A-64-00 | ROOF PLAN |

| Number | Title |
|---|---|
| A-64-00 | BUILDING ELEVATIONS |
| A-64-00 | BUILDING SECTIONS |
| A-64-00 | WALL SECTIONS |
| A-64-00 | SCHEDULES AND TYPES |
| A-64-00 | SIGNAGE PLANS AND LEGEND |
| M-00-0001 | HVAC GENERAL NOTES, SYMBOLS AND LEGENDS |
| M-00-0002 | HVAC TYPICAL DETAILS |
| M-00-0003 | HVAC TYPICAL DETAILS |
| M-64-1001 | NEW GRIT REMOVAL UPPER PLAN |
| M-64-1002 | NEW GRIT REMOVAL LOWER PLAN |
| M-64-3001 | NEW GRIT REMOVAL SECTION |
| M-64-6001 | NEW GRIT REMOVAL CONTROLS |
| M-64-7001 | NEW GRIT REMOVAL SCHEDULES |
| M-65-1001 | PRIMARY CLARIFIER PUMP STATION UPPER PLAN |
| M-65-1001 | PRIMARY CLARIFIER PUMP STATION LOWER PLAN |
| M-65-3002 | PRIMARY CLARIFIER PUMP STATION SECTION |
| M-65-6000 | PRIMARY CLARIFIER PUMP STATION CONTROLS |
| M-65-7000 | PRIMARY CLARIFIER PUMP STATION SCHEDULES |
| P-00-0001 | GENERAL NOTES, SYMBOLS AND LEGENDS |
| P-00-0002 | TYPICAL DETAILS |
| P-64-1001 | NEW GRIT REMOVAL PLUMBING 1 |
| P-64-1002 | NEW GRIT REMOVAL PLUMBING 2 |
| P-65-1001 | PRIMARY CLARIFIER PUMP STATION PLUMBING 1 |
| P-65-1002 | PRIMARY CLARIFIER PUMP STATION PLUMBING 2 |
| DE-05-1001 | ELECTRICAL SITE DEMOLITION PLAN - 1 |
| DE-05-1002 | ELECTRICAL SITE DEMOLITION PLAN - 2 |
| DE-05-9001 | ELECTRICAL SITE DEMOLITION PHOTOS |
| DE-64-1001 | ELECTRICAL GRIT PUMP ROOM DEMOLITION PLAN |
| DE-64-1002 | ELECTRICAL GRIT BASIN DEMOLITION PLAN |
| DE-64-9001 | ELECTRICAL GRIT AREA DEMOLITION PHOTOS |
| DE-64-4001 | ELECTRICAL HEADWORKS MCC 6400A & 6400B ELEVATION DEMOLITION |
| DE-64-5001 | ELECTRICAL HEADWORKS BUILDING MCC 6400A & 6400B ONE LINE DEMOLITION |
| E-00-0001 | ELECTRICAL LEGEND AND SYMBOLS 1 |
| E-00-0002 | ELECTRICAL LEGEND AND SYMBOLS 2 |
| E-00-0003 | ELECTRICAL ABBREVIATIONS |
| E-00-7001 | ELECTRICAL LIGHTING CONTROL SCHEDULES |
| E-00-0004 | ELECTRICAL STANDARD DETAILS -1 |
| E-00-0005 | ELECTRICAL STANDARD DETAILS -2 |
| E-00-0006 | ELECTRICAL STANDARD DETAILS -3 |

| Number | Title |
|---|---|
| E-00-0007 | ELECTRICAL STANDARD DETAILS -4 |
| E-00-0008 | ELECTRICAL STANDARD DETAILS -5 |
| E-00-8003 | DUCTBANK AND MANHOLE SCHEDULE |
| E-00-5301 | MOTOR CONTROL SCHEMATIC 1 |
| E-00-5302 | MOTOR CONTROL SCHEMATIC 2 |
| E-00-5303 | MOTOR CONTROL SCHEMATIC 3 |
| E-00-5304 | MOTOR CONTROL SCHEMATIC 4 |
| E-00-5305 | MOTOR CONTROL SCHEMATIC 5 |
| E-00-8001 | CABLE AND CONDUIT SCHEDULE 1 |
| E-00-8002 | CABLE AND CONDUIT SCHEDULE 2 |
| E-00-8003 | CABLE AND CONDUIT SCHEDULE 3 |
| E-00-8004 | CABLE AND CONDUIT SCHEDULE 4 |
| E-00-8005 | CABLE AND CONDUIT SCHEDULE 5 |
| E-00-8006 | CABLE AND CONDUIT SCHEDULE 6 |
| E-00-8007 | CABLE AND CONDUIT SCHEDULE 7 |
| E-00-2001 | DETAIL VIEWS |
| E-05-1001 | ELECTRICAL SITE POWER PLAN 1 |
| E-05-1002 | ELECTRICAL SITE POWER PLAN 2 |
| E-05-1003 | ELECTRICAL SITE LIGHTING & GROUNDING |
| E-05-3001 | ELECTRICAL SITE DUCT BANK SECTIONS |
| E-64-3001 | ELECTRICAL GRIT REMOVAL SECTIONS |
| E-64-1001 | GRIT REMOVAL PLAN 1 |
| E-64-1201 | GRIT REMOVAL PLAN 2 |
| E-64-4001 | MCC-6400A AND B ELEVATION |
| E-64-5001 | MCC-6400A ONE-LINE DIAGRAM |
| E-64-5002 | MCC-6400B ONE-LINE DIAGRAM |
| E-64-7001 | PANEL SCHEDULES 1 |
| E-65-1011 | SPLITTER BOX PLAN 1 |
| E-65-1122 | PRIMARY CLARIFIER 3 PLAN 2 |
| E-65-1211 | SPLITTER BOX PLAN 2 |
| E-65-1121 | PRIMARY CLARIFIER 3 PLAN 1 |
| E-65-1031 | PRIMARY CLARIFIER PUMP STATION 1 PLAN 1 |
| E-65-1131 | PRIMARY CLARIFIER PUMP STATION 1 PLAN 2 |
| E-65-4001 | ELECTRICAL PRIMARY CLARIFIER PUMP STATION ELEVATIONS |
| E-65-7001 | PRIMARY CLARIFIER PUMP STATION PANEL SCHEDULE |
| E-64-7002 | PANEL SCHEDULES 2 |
| I-00-0021 | INSTRUMENTATION STANDARD DETAIL - 1 |
| I-00-0022 | INSTRUMENTATION STANDARD DETAIL - 2 |
| I-00-0023 | INSTRUMENTATION STANDARD DETAIL - 3 |

| Number | Title |
|---|---|
| I-00-2001 | INSTRUMENTATION AREA CONTROL PANEL ELEVATION AND BACKPLANE |
| I-00-2002 | INSTRUMENTATION TYPICAL I/O PANEL |
| I-00-2003 | INSTRUMENTATION TYPICAL LOCAL CONTROL PANEL DETAIL - 1 |
| I-00-2004 | INSTRUMENTATION TYPICAL LOCAL CONTROL PANEL DETAIL - 2 |
| I-00-2005 | INSTRUMENTATION TYPICAL LOCAL CONTROL PANEL DETAIL - 3 |
| I-00-2006 | INSTRUMENTATION TYPICAL LOCAL CONTROL PANEL DETAIL - 4 |
| I-00-2007 | INSTRUMENTATION TYPICAL HVAC DETAIL - 1 |
| I-00-3001 | INSTRUMENTATION TYPICAL NETWORK RACK CONFIGURATION |
| I-00-3002 | INSTRUMENTATION PLANT FIRE ALARM NETWORK DIAGRAM |
| I-00-3003 | INSTRUMENTATION PLANT SECURITY NETWORK DIAGRAM |
| I-00-3004 | INSTRUMENTATION PLANT PA NETWORK DIAGRAM |
| I-00-5001 | INSTRUMENTATION NETWORK PATCH SCHEDULE |
| I-00-6001 | INSTRUMENTATION TYPICAL AREA CONTROL PANEL POWER DISTRIBUTION |
| I-00-6002 | INSTRUMENTATION NETWORK INSTALLATION REQUIREMENT DIAGRAM |
| I-65-1001 | SPLITTER BOX |
| I-65-1002 | PRIMARY CLARIFIER 1 |
| I-65-1001 | PRIMARY CLARIFIER PUMP STATION |
| I-00-0001 | Symbols Legend 1 |
| I-00-0002 | Symbols Legend 2 |
| I-00-0003 | Symbols Legend 3 |
| I-64-1001 | Grit P&ID 1 |
| I-64-1002 | Grit P&ID 2 |
| DI-00-3001 | CONTROL PANEL DEMOLITION |
| DI-00-3002 | NETWORK PANEL DEMOLITION |

# Schedule 2

Fee Schedule

Excerpt from Consultant's Proposal dated June 20, 2026, Page 28

156219 - Primary Clarifier 3

| Phase | Phase Description | Stephanie Fevig | Mike Thorstenson | Dave Patangia | Kell Lambert | Raquel Franco | Daniel Clayton | Shania Lynch | Dade Irwin | Marcus Cope | Kimberly Williams | David Heck | Robert Lewis | Haley Dunn | Karla Lockhart | Liz Brune | Lauren Basler | Andrew Strange | Chelsey Holzmeister | Elliott Mecham | Todd Bowman | Dominic Didato | Jose Jimenez | Dan Stewart | Amarante Ramirez | Dylan Burnett | Bambang Nurawatti | Jacob Cox | Meng Koh | Dan Goodburn | David Shroyer | William Agster | Dana Henshaw | Joe Steines | Nicolas Ottean | Nathan Bergland | Total Labor Hours | Total Labor Effort | Other - ODC | Total ODCs | Total Unit Pricing Effort | Temp Sub Hours | Temp Sub Cost | SHANNON & WILSON INC. Hours | SHANNON & WILSON INC. Cost | Total Sub Cost | Total Expense Cost | Total Expense Effort | Total Effort |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | $313.00 | $323.00 | $323.00 | $130.00 | $92.00 | $323.00 | $146.00 | $194.00 | $286.00 | $167.00 | $243.00 | $194.00 | $146.00 | $194.00 | $243.00 | $167.00 | $130.00 | $130.00 | $313.00 | $146.00 | $194.00 | $323.00 | $313.00 | $167.00 | $146.00 | $146.00 | $313.00 | $216.00 | $286.00 | $259.00 | $313.00 | $243.00 | $243.00 | $216.00 | $259.00 | | | | | | | | | | | | | |
| **100** | **Project Management** | 150 | 4 | 79 | 36 | 8 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **281** | **79,871** | 0 | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **0** | **79,871** |
| 101 | Project Mgmt Planning | 38 | 4 | 28 | 3 | 0 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **76** | 23,236 | 0 | **0** | | **0** | **0** | **0** | **0** | **0** | **0** | **23,236** |
| 102 | Project Controls & Reporting | 57 | 0 | 0 | 34 | 8 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **99** | 22,947 | 0 | **0** | | **0** | **0** | **0** | **0** | **0** | **0** | **22,947** |
| 103 | Project Management and Design Management | 55 | 0 | 51 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **106** | 33,688 | 0 | **0** | | **0** | **0** | **0** | **0** | **0** | **0** | **33,688** |
| **200** | **30% Design Package** | 0 | 0 | 212 | 0 | 0 | 45 | 163 | 85 | 123 | 438 | 131 | 79 | 77 | 8 | 473 | 817 | 307 | 233 | 8 | 382 | 62 | 7 | 35 | 83 | 121 | 8 | 18 | 80 | 61 | 17 | 4 | 53 | 13 | 6 | 30 | **4,179** | **800,488** | 2,500 | **2,500** | **0** | 40,000 | 66,000 | **106,000** | **108,500** | **119,100** | **919,588** |
| 201 | Coordination Meetings and Site Visits | 0 | 0 | 63 | 0 | 0 | 0 | 49 | 15 | 53 | 49 | 49 | 42 | 4 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **324** | 74,393 | 2,500 | **2,500** | | **0** | **0** | **0** | **2,500** | **2,500** | **76,893** |
| 202 | Design Delivery | 0 | 0 | 68 | 0 | 0 | 0 | 0 | 8 | 30 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **97** | 25,916 | 0 | **0** | | **0** | **0** | **0** | **0** | **0** | **25,916** |
| 203 | General | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 11 | 29 | 11 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **51** | 8,946 | 0 | **0** | | **40,000** | **66,000** | **106,000** | **106,000** | **116,600** | **125,546** |
| 204 | Civil | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 40 | 0 | 0 | 0 | 24 | 0 | 0 | 0 | 0 | 103 | 8 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **175** | 30,838 | 0 | **0** | | **0** | **0** | **0** | **0** | **0** | **30,838** |
| 205 | Structural | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 118 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 142 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **260** | 40,438 | 0 | **0** | | **0** | **0** | **0** | **0** | **0** | **40,438** |
| 206 | Architectural | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 25 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 30 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **55** | 11,895 | 0 | **0** | | **0** | **0** | **0** | **0** | **0** | **11,895** |
| 207 | ProcMech | 0 | 0 | 0 | 0 | 0 | 7 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 156 | 288 | 271 | 0 | 0 | 0 | 0 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **724** | 124,141 | 0 | **0** | | **0** | **0** | **0** | **0** | **0** | **124,141** |
| 208 | BldgMech | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 28 | 41 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **70** | 10,975 | 0 | **0** | | **0** | **0** | **0** | **0** | **0** | **10,975** |
| 209 | Electrical | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 37 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 8 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **46** | 8,659 | 0 | **0** | | **0** | **0** | **0** | **0** | **0** | **8,659** |
| 210 | Instrumentation | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 10 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **11** | 2,473 | 0 | **0** | | **0** | **0** | **0** | **0** | **0** | **2,473** |
| 211 | Cost Estimating | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 61 | 17 | 4 | 0 | 0 | 0 | 0 | **82** | 23,101 | 0 | **0** | | **0** | **0** | **0** | **0** | **0** | **23,101** |
| 212 | Quality Control | 0 | 0 | 23 | 0 | 0 | 9 | 8 | 0 | 0 | 0 | 9 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 9 | 0 | 0 | 0 | 2 | 1 | 0 | 0 | 0 | 18 | 3 | 2 | 10 | **94** | 25,475 | 0 | **0** | | **0** | **0** | **0** | **0** | **0** | **25,475** |
| 213 | Permitting Support | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | **0** | 0 | 0 | **0** | | **0** | **0** | **0** | **0** | **0** | **0** |
| 214 | BODR | 0 | 0 | 68 | 0 | 0 | 29 | 98 | 40 | 30 | 271 | 48 | 0 | 49 | 7 | 306 | 500 | 25 | 130 | 0 | 240 | 32 | 5 | 25 | 55 | 80 | 0 | 14 | 69 | 0 | 0 | 0 | 35 | 10 | 4 | 20 | **2,190** | 413,238 | 0 | **0** | | **0** | **0** | **0** | **0** | **0** | **413,238** |
| | **GRAND TOTAL** | **150** | **4** | **291** | **36** | **8** | **47** | **163** | **85** | **123** | **438** | **131** | **79** | **77** | **8** | **473** | **817** | **307** | **233** | **8** | **382** | **62** | **7** | **35** | **83** | **121** | **8** | **18** | **80** | **61** | **17** | **4** | **53** | **13** | **6** | **30** | **4,460** | **880,359** | **2,500** | **2,500** | **0** | **40,000** | **66,000** | **106,000** | **108,500** | **119,100** | **999,459** |

Hours and Dollars are rounded to nearest whole number. To display decimals, change the format of the cells.

# Additional Information for Agreement – Items to be added prior to signature

Certificate of Good Standing

PERA Questionnaire

Insurance Certificate(s)

Docusign Envelope ID: 4812E3BA-6CFF-881C-83E7-7F90AA806F2C

**City Clerk's Office Item # Q2**

**Background Paper for Proposed Resolution**

**COUNCIL MEETING DATE:** July 27, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Clyde Bishop, City Clerk

FROM: Danny Nunn, Director of Finance

SUBJECT: A RESOLUTION AUTHORIZING THE TRANSFER OF $900,000 TO PROJECT ED0801, RMS/IQOR LEASE: POPE BLOCK PREVIOUSLY ESTABLISHED IN THE 1992-2026 SALES AND USE TAX CAPITAL IMPROVEMENTS PROJECT FUND

## SUMMARY:

This resolution provides additional funding needed for the payment of expenses related to the building known as the Pope Block Building.

## PREVIOUS COUNCIL ACTION:

Resolution 11270, March 24, 2008 authorizing $2,000,000
Resolution 12696, June 10, 2013 authorizing $500,000
Resolution 13023, July 28, 2014 authorizing $500,000
Resolution 13332, November 9, 2015 authorizing $500,000
Resolution 13483, May 23, 2016 authorizing $500,000
Resolution 13839, December 11, 2017 authorizing $620,000
Resolution 13958, May 14, 2018 authorizing $500,000
Resolution 14077, November 12, 2018 authorizing $500,000
Resolution 14386, March 23, 2020 authorizing $500,000
Resolution 14614, May 10, 2021 authorizing $500,000
Resolution 14817, February 28, 2022 authorizing $500,000
Resolution 15034, October 24, 2022 authorizing $500,000
Resolution 15384, October 10, 2023 authorizing $750,000
Resolution 15638, May 13, 2024 authorizing $750,000
Resolution 15879, January 27, 2025 authorizing $750,000
Resolution 16165, October 27, 2025 authorizing $750,000

Docusign Envelope ID: 4812E3BA-6CFF-881C-83E7-7F90AA806F2C

**BACKGROUND:**

In 1999, an agreement was entered into between the City and PEDCO Foundation to place all rents and other payments received by the Foundation for the lease of the Pope Block Building (317 N. Main St.) into a separate escrow account, known previously as the "1999 Escrow Account". In 2008, the balance in this escrow account was $2,000,000. At that time, the Receivable Management Services Corporation agreed to modify its lease arrangements with PEDCO Foundation and lease additional space in the Building in order to employ an additional 250 full-time employees; provided, however, that the $2,000,000 balance in the 1999 Escrow Account (the Lease Proceeds Balance) be escrowed with the City's Finance Department and pledged for the payment of Net Foundation Operating Expenses as defined under said lease. This arrangement, as well as other terms and conditions, was approved by the Council on March 24, 2008, by Resolution No. 11270. The term of the agreement was January 1, 2008 through March 1, 2013.

In July of 2012, all of the $2,000,000 escrowed funds had been spent for the reimbursement to Foundation for their Net Operating Expenses as defined in the agreement. Since that time, Foundation has incurred significant additional expenses related to the Building under the lease agreement between Foundation and RMS. In addition, the lease agreement has been extended by those parties. In January of 2015, ownership of the building was transferred to the City of Pueblo. The lease agreement with RMS (now iQor) is still in place, and the City is still responsible to the payment of the expenses incurred under the lease.

Periodically, additional funds are appropriated as needed to continue paying the expenses of the building. This Resolution will provide funding for operational expenses.

**FINANCIAL IMPLICATIONS:**

The amount of $900,000 is available in the 1992 - 2026 Sales and Use Tax Capital Improvement Projects Fund (the economic development half cent tax fund).

**BOARD/COMMISSION RECOMMENDATION:**

Not applicable.

**STAKEHOLDER PROCESS:**

Not applicable.

**ALTERNATIVES:**

If this Resolution is not approved, the City may be in default of the Lease agreement.

**RECOMMENDATION:**

City staff recommends approval of this Resolution.

**ATTACHMENTS:**

None

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RESOLUTION NO. 16387

A RESOLUTION AUTHORIZING THE TRANSFER OF $900,000 TO PROJECT ED0801, RMS/IQOR LEASE: POPE BLOCK PREVIOUSLY ESTABLISHED IN THE 1992-2026 SALES AND USE TAX CAPITAL IMPROVEMENTS PROJECT FUND

WHEREAS, the City of Pueblo is a party to a lease agreement which obligates the City to pay certain net expenses incurred at the Pope Block Building (317 N. Main St.); and

WHEREAS, additional funds are periodically provided, as necessary, for the costs incurred under said lease agreement; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The amount of $900,000 shall be transferred to Project ED0801, RMS/IQOR lease Pope Block.

SECTION 2.

Said funds shall be made available and transferred from the Projects to be Determined account within the 1992 – 2026 Sales and Use Tax Capital Improvements Project Fund.

SECTION 3.

The officers and staff of the City are authorized to perform any and all acts consistent with the intent of this Resolution which are necessary or desirable to effectuate the transactions described therein.

SECTION 4.

This Resolution shall become effective immediately upon final passage.

INTRODUCED: July 27, 2026

BY: Ted Hernandez
MEMBER OF CITY COUNCIL

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

ATTESTED BY: DocuSigned by: Clyde Bishop F1C1AF8727B149A...
CITY CLERK

Docusign Envelope ID: 4812E3BA-6CFF-881C-83E7-7F90AA806F2C

**City Clerk's Office Item # Q3**

**Background Paper for Proposed Resolution**

**COUNCIL MEETING DATE:** July 27, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Clyde Bishop, City Clerk

FROM: Beritt Odom, Director Planning and Community Development

SUBJECT: A RESOLUTION SUPPORTING AND CONSENTING TO NOMINATION OF THE PLAZA VERDE PARK TO THE NATIONAL REGISTER OF HISTORIC PLACES

## SUMMARY:

Attached is a resolution of support for the nomination of Plaza Verde Park to the National Register of Historic Places.

## PREVIOUS COUNCIL ACTION:

None

## BACKGROUND:

The Colorado Heritage for All Initiative is one of America 250-Colorado 150 Commission's Signature Initiatives celebrating the 250th. The proposed resolution of support serves as the City's consent for the City-owned Plaza Verde Park to be nominated for the National Register of Historic Places with two contributing elements, the handball courts and the restroom buildings, and their associated murals.

## FINANCIAL IMPLICATIONS:

There are no financial implications for the City.

## BOARD/COMMISSION RECOMMENDATION:

Not applicable to this resolution.

## STAKEHOLDER PROCESS:

Not applicable to this resolution.

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**ALTERNATIVES:**

Plaza Verde Park is not nominated for the National Register of Historic Places.

**RECOMMENDATION:**

Approval of the Resolution

**ATTACHMENTS:**

1. HPC-Plaza Verde Attachments

Docusign Envelope ID: 4812E3BA-6CFF-881C-83E7-7F90AA806F2C

RESOLUTION NO. 16388

A RESOLUTION SUPPORTING AND CONSENTING TO NOMINATION OF THE PLAZA VERDE PARK TO THE NATIONAL REGISTER OF HISTORIC PLACES

WHEREAS, the National Register of Historic Places is the official list of the Nation's historic buildings and archaeological sites that are considered worthy of preservation, and;

WHEREAS, Plaza Verde Park is being reviewed by the State Historic Preservation Review Board for nomination to the National Register of Historic Places, and;

WHEREAS, Plaza Verde Park is of local historic significance under National Register Criterion A for Art, Ethnic Heritage: Hispanic/Latino/Chicano and Social History: Women's History, and;

WHEREAS, the National Register of Historic Places provides recognition for historic value and incentivizes efforts in preserving designated historic places, and;

WHEREAS, the City of Pueblo is the sole property owner and manager of Plaza Verde Park, and;

WHEREAS, the boundary of the National Register nomination measures approximately 852 ft by 744 ft and encompasses the entire park property. Two contributing resources are located within the park and include the handball court structure, painted with a historic mural and the restroom building, and;

WHEREAS, historic landmarking of a site affords it prestige, which can enhance community awareness and pride. Now, therefore

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The City of Pueblo supports the nomination of Plaza Verde Park to the National Register of Historic Places.

SECTION 2.

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

INTRODUCED: July 27, 2026

BY: Roger Gomez
MEMBER OF CITY COUNCIL

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

ATTESTED BY: DocuSigned by: Clyde Bishop F1C1AF6727B149A...
CITY CLERK

History Colorado

State Historic Preservation Office
Office of Archaeology and Historic Preservation
1200 Broadway
Denver, Colorado 80203

**Subject:** **Proposal to Nominate Plaza Verde Park to the National Register of Historic Places**

Proposal:

- The State Historic Preservation Office of History Colorado is interested in nominating Plaza Verde Park to the National Register of Historic Places at the local level for its association to the history of the Chicano Civil Rights Movement in Pueblo, Pueblo's Lower East Side Neighborhood, and the murals that represent Chicano history and pride.

The Colorado Heritage for All Initiative:

- The Colorado Heritage for All Initiative is one of America 250–Colorado 150 Commission's Signature Initiatives celebrating the 250th anniversary of the Declaration of Independence and the 150th anniversary of Colorado's statehood in 2026. The goal of History Colorado's Heritage for All Initiative is to identify 150 currently under-recognized and underrepresented places that tell the stories of communities of color, women, and LGBTQ+ Coloradans, and to add all of these sites to the State Register and/or National Register by the end of 2026. This initiative also seeks to expand funding opportunities through Colorado's State Historical Fund for listed properties.

State and National Registers of Historic Places:

- The Colorado State Register of Historic Properties and the National Register of Historic Places are honorary designations that document the history of properties throughout the state. The designation process is voluntary and owner consent is required before a nomination is accepted by History Colorado.

Historical Significance of Plaza Verde Park:

We believe Plaza Verde Park is eligible for the National Register of Historic Places at the local level under **Criterion A** for **Art**, **Ethnic Heritage: Hispano/Latino/Chicano** and **Social History,** and **Social History: Women's History**. It is associated with the history of the Chicano Civil Rights Movement in Pueblo, Colorado. The park continues to be a central place for Chicano activism, mural painting, and evokes community pride amongst the city's Lower East Side residents. Plaza Verde Park may be eligible for **Criterion Consideration G**, which allows properties to expand their period of significance beyond 50 years in the past to capture the site's

continued significance. **Please see attached National Register draft nomination for Plaza Verde Park for more information and historical overview.**

Community Engagement:

- History Colorado has been working with community members in Pueblo on the possibility of nominating Plaza Verde Park to the National Register of Historic Places. To date, El Pueblo History Museum has received over 80 letters of support from the community to nominate the site.

Thank you for your time and consideration,

Contacts:


- Layla Anzelc-Tolian - Colorado Heritage for All Research Fellow:
  Email: anzelc-tolian.layla@state.co.us
  Telephone: 719-850-3756

- Dianne Archuleta - Director of El Pueblo History Museum:
  Email: dianne.archuleta@state.co.us

- Dawn DiPrince - History Colorado President/CEO & State Historic Preservation Officer:
  Email: dawn.diprince@state.co.us

- Damion Pechota - Senior State and National Register Historian:
  Email: damion.pechota@state.co.us

**This is a rough draft. Research and writing of this nomination is not complete. This is preliminary information and does not reflect a fully completed and reviewed National Register Nomination.**

Plaza Verde Park | Pueblo
Name of Property | County and State

**United States Department of the Interior**
National Park Service

# National Register of Historic Places Registration Form

This form is for use in nominating or requesting determinations for individual properties and districts. See instructions in National Register Bulletin, *How to Complete the National Register of Historic Places Registration Form.* If any item does not apply to the property being documented, enter "N/A" for "not applicable." For functions, architectural classification, materials, and areas of significance, enter only categories and subcategories from the instructions.

## 1. Name of Property

Historic name: Plaza Verde Park
Other names/site number: 5EP.8883
Name of related multiple property listing:
N/A
(Enter "N/A" if property is not part of a multiple property listing

## 2. Location

Street & number: 800 East Ash Street
City or town: Pueblo State: Colorado County: Pueblo
Not For Publication: ☐ Vicinity: ☐

## 3. State/Federal Agency Certification

As the designated authority under the National Historic Preservation Act, as amended,

I hereby certify that this _X_ nomination ___ request for determination of eligibility meets the documentation standards for registering properties in the National Register of Historic Places and meets the procedural and professional requirements set forth in 36 CFR Part 60.

In my opinion, the property _X_ meets ___ does not meet the National Register Criteria. I recommend that this property be considered significant at the following level(s) of significance:

**___national ___statewide _X_local**

Applicable National Register Criteria:

**_X_A ___B ___C ___D**

**Signature of certifying official/Title:** **Date**

**State or Federal agency/bureau or Tribal Government**

Plaza Verde Park | Pueblo
Name of Property | County and State

In my opinion, the property ___ meets ___ does not meet the National Register criteria.

**Signature of commenting official:** **Date**

**Title :** **State or Federal agency/bureau or Tribal Government**

## 4. National Park Service Certification

I hereby certify that this property is:

___ entered in the National Register

___ determined eligible for the National Register

___ determined not eligible for the National Register

___ removed from the National Register

___ other (explain:) _____

Signature of the Keeper Date of Action

## 5. Classification

**Ownership of Property**

(Check as many boxes as apply.)

| | |
|---|---|
| Private: | ☐ |
| Public – Local | ☒ |
| Public – State | ☐ |
| Public – Federal | ☐ |

**Category of Property**

(Check only **one** box.)

| | |
|---|---|
| Building(s) | ☒ |
| District | ☐ |
| | ☐ |

Plaza Verde Park
Name of Property

Pueblo
County and State

Site

Structure(s) [X]

Object [ ]

**Number of Resources within Property**
(Do not include previously listed resources in the count)

| Contributing | Noncontributing | |
|---|---|---|
| 1 | | buildings |
| | 1 | sites |
| 1 | | structures |
| | | objects |
| 2 | 1 | Total |

Number of contributing resources previously listed in the National Register N/A

---

**6. Function or Use**
**Historic Functions**
(Enter categories from instructions.)
LANDSCAPE/park = city park

**Current Functions**
(Enter categories from instructions.)
LANDSCAPE/park = city park

## 7. Description

**Architectural Classification**
(Enter categories from instructions.)
N/A

**Materials:** (enter categories from instructions.)
Principal exterior materials of the property: Concrete and metal

**Narrative Description**
(Describe the historic and current physical appearance and condition of the property. Describe contributing and noncontributing resources if applicable. Begin with **a summary paragraph** that briefly describes the general characteristics of the property, such as its location, type, style, method of construction, setting, size, and significant features. Indicate whether the property has historic integrity.)

**Summary Paragraph**

Plaza Verde Park, located in Pueblo's Lower East Side neighborhood, remains within its original property boundary. It measures approximately 852 ft by 744 ft.[1] It is surrounded by the flood plain of Fountain Creek to the southwest and by residential houses to the north and east. Also bordering the park to the north and east are East Ash Street and South Hudson Avenue. The park includes a large recreational field comprised of grass and trees, a horseshoe court, a park trail, a restroom facility, playset equipment, a gazebo, a basketball court, infographic marker about the history of the park, and handball courts. Murals are found on the handball courts and restroom facility. The oldest of the murals, painted on the outer wall of the east elevation of the handball courts, was completed in 1978 by Leo Lucero.[2] The handball courts structure and the restroom facility building are the only contributing resources. The site itself is a non-contributing resource. The horseshoe court, playset equipment, gazebo, basketball court, and marker are non-contributing features. The park's boundaries and parcel allotments remain the same from its initial construction. All parcels were granted to the City of Pueblo in 1973 following the 1965 flood, except for the northeast corner of parcel 0431412001, which was granted in 1976.[3]

[1] See map. Actual measurements: side a=1,137 ft, by side b=70 ft, by side c=852 ft, by side d=744 ft.
[2] "In Plaza Verde Park New Mural Appears," *La Cucaracha*.
[3] Pueblo County Assessor, Plaza Verde Park Records; City of Pueblo Parks and Recreation, "Plaza Verde Park: Mothers of La Casa Verde," Infographic.

## Narrative Description

### Surrounding Landscape of Plaza Verde Park (Non-contributing)

To the east, there is a recreational field comprised of grass and trees. It is bordered in part by East Ash Street to the north and South Hudson Avenue to the east. To the south, a levy runs diagonally along the recreational field, trending southeast-northwest. The space is open aside from a horseshoe court. A concrete sidewalk leads to the horseshoe court from the west. The horseshoe court was added sometime after 2012.[4] To the south, the concrete park trail leads up the levy to Fountain Creek Park Trail, which follows along the Fountain Creek floodplain and Fountain Creek itself. The levy is covered in grass and small bushes. Running along the bottom of the levy are cottonwood trees. Located to the northwest of the restroom structure is playset equipment. The playset equipment was added sometime before 2007.[5] The remaining playset equipment is situated right off of the main park trail, and consists of a concrete path that circles the equipment, as well as two benches. The equipment has slides and swings. The area for the playset equipment is covered in mulch and has two nearby cottonwood trees. Located at the very northern edge of the park is a gazebo. Under the gazebo are four picnic tables. To the southeast of the gazebo are nine rose bushes planted in commemoration of Las Madres de la Casa Verde. A basketball court is located to the west of the gazebo and directly to the east of the handball courts. Both basketball hoops are painted with three vertical stripes of green, white, and red, representing Mexico's flag.

### Recreational Field and Horseshoe Court (Non-contributing) (Photos 1-4)

To the east, there is a recreational field comprised of grass and trees. It is bordered in part by East Ash Street to the north and South Hudson Avenue to the east. To the south, a levy runs diagonally along the recreational field, trending southeast-northwest. The space is open aside from a horseshoe court. A concrete sidewalk leads to the horseshoe court from the west. The horseshoe court was added sometime after 2012 and is not associated with the historic function of the property.[6] It is therefore considered a non-contributing feature. The base of the court is made from concrete. Two parallel narrow divots are inlayed into the concrete. These are both long rectangular strips that each lead to metal stakes in the ground meant to catch a horseshoe during the game. Behind each metal stake is a backboard, placed there to prevent the horseshoe from being tossed outside of the court. Each backboard is made from wood and is held in place by two metal bars that are set into the ground.

### Fountain Creek Trail and Levy (Surrounding Landscape Description to the South/Not in Park Boundary) (Photos 5-7)

[4] Google Satellite Images, Plaza Verde Park, 800 E Ash Street, 2007-2022.
[5] Google Satellite Images, Plaza Verde Park, 800 E Ash Street, 2007-2022.
[6] Google Satellite Images, Plaza Verde Park, 800 E Ash Street, 2007-2022.

To the south, the concrete park trail leads up the levy to Fountain Creek Park Trail, which follows along the Fountain Creek floodplain and Fountain Creek itself. The levy is covered in grass and small bushes. Running along the levy are cottonwood trees. Fountain Creek trail trends southeast-northwest along the floodplain and creek. To the southwest of the trail at the top of the levy, is a large concrete half-circle at the edge of the floodplain followed by a small garden bed with grasses to the north of various decorative rocks. Facing north, the levy borders the entire park to the south. The park trail, connecting to Fountain Creek Park Trail, trends towards the park and crosses its entire length. The park trail can be followed back down to the north to enter the park from the levy.

**Restroom Building, Murals (Contributing) and Historical Marker (Non-contributing) (Photos 8-15)**

The restroom building is located towards the southeast portion of the park, near the playset equipment and gazebo located to the north and the horseshoe court to the northeast. It was installed sometime before 2007.[7] Approximately 10 feet to the north of the restroom building is an infographic marker that tells the history of the park and the contributions of Las Madres de la Casa Verde. The historical marker was contributed by a local organization, Comadres, in 2016.[8] The historical marker is a non-contributing feature.

The restroom facilities building has a small rectangular semicircle plan with rounded corners, measuring approximately 27 ft by 12 ft. The building trends northwest-southeast. It sits at the convergence of the park trail trending north-south and the concrete path to the horseshoe court in the recreational field trending east-west. The restroom building is approximately 65 feet to the southeast of the playset equipment, and approximately 145 ft to the south of the Gazebo. The building sits on a concrete pad. It is made from bricks, all of which have been painted over. Murals and artwork are painted on the façade as well as each elevation of the structure. They were painted in 2013.[9] A parapet extends over the roof on the southeast and northwest elevations of the structure. It has a red metal roof. In the center of the roof is a vent pipe.

**Façade (Photos 11-12):** The building rests on a concrete pad. It is comprised of bricks, all of which have been painted over. Towards the base of the building is a light blue painted motif consisting of a circle with four teardrop shapes extending from it. Each motif is set on a grey border, and enclosed by black lines in the shape of rectangles. Each motif is separated by two black lines. The majority of bricks on the façade are painted beige. The bricks of the parapet extending past the side of the southeast corner of the façade are painted red. A metal door is located to the southeast corner of the elevation. The frame of the door is painted light blue with light blue painted lines used to emulate stones. Black painted lines are used to emulate vertical bricks. Towards the bottom portion of the door are painted the words “Una Dama Maya.” Above these words is an abstractly painted motif with colors of purple, black, orange, yellow, and blue.

[7] Google Satellite Images, Plaza Verde Park, 800 E Ash Street, 2007-2022.
[8] Carmen Arteaga, “La Casa Verde, La Raza Unida, and the Brown Berets: Community Propelled Groups to Action and Change,” in *El Movimiento de Pueblo: An Anthology of Chicana and Chicano Activism*, edited by Rita J. Martínez, Deborah Martínez Martínez, Pablo Mora, Juan Espinosa (Vanishing Horizons, LLC: Pueblo, 2016) 7-10.
[9] Pueblo Parks and Recreation, *2017-2018 Fall/Winter/Spring Program Guide*, 19.

The top portion of the door are the same words in English, “A Mayan Lady.” A white metal sign was plastered directly over the words “A Mayan Lady” and above the abstract motif, reading, “Closed for Season Report Vandalism” with a telephone number below it. The middle portion of the door is painted beige.

In the center of the building is a narrow metal door. Over the door is a large mural. The mural is of an eagle and a vulture. The two bird’s necks are wrapped around one another. The eagle has red talons and white and blue feathers of various shades. The eye of the vulture is a black swirl and it’s painted using white, black, light pink, and red. Above the birds are white clouds. Color is strewn about the background, consisting of shades of green and light brown or beige. The majority of the background is blue. Below the birds is the sun. The entire mural is enclosed in a circle.

The door to the northwest corner of the façade is metal. Like the door to the southeast corner of the façade, the frame of the northwest door is painted light blue with light blue painted lines used to emulate stones. Black painted lines are used to emulate vertical bricks. Towards the bottom of the door are painted the words “El Soldado del Aguila.” To the top of the door is a sign reading “Closed for Season Report Vandalism” with a telephone number below it. The middle of the door is painted beige. The bricks of the parapet extending past the side of the northwest corner of the façade are painted red. A vent pipe is visible extending from the center of the roof. The parapet extends over the southeast and northwest corners of the roof. The bricks are painted red on both the southeast and northwest corners. The last layer of bricks at the top of the parapet on both the southeast and northwest corners are painted grey.

**Southeast Elevation (Photo 13):** Towards the base of the southeast elevation is a light blue painted motif consisting of a circle with four teardrop shapes extending from it. Each motif is set on a grey border, and enclosed by black lines in the shape of rectangles. They are separated by two black lines. Halfway up the base of the building are beige painted bricks. Extending halfway up the building, on the southeast corner, is one layer of grey painted bricks. The western side of the elevation is curved. Towards the top of the building, in the center, is a rectangle of grey painted bricks. At the top portion of the building, and surrounding on either sides, is a rectangle of grey painted bricks and ones that are painted red. The last layer of bricks, on the edge of the parapet are grey bricks.

**Southwest Elevation (Photo 14):** Towards the base of the southwest elevation the motif is the same as that which is on the façade. Most of the bricks on the entire wall of this elevation are painted beige, except for three layers of bricks towards the top that are painted red. Where the building curves, at the northwest corner of the elevation, part of a mural is visible. The part of the mural that is visible is a yellow rose with green leaves and a purple rose with green leaves. One small window, located to the northwest portion of the elevation, measures approximately 10 in. by 5 in. The window opening is framed by bricks. Another window, located to the southeast portion of the elevation, measures approximately 10 in by 5 in. This window opening is also framed by bricks. At the top most portion of this elevation, towards the roof, is a layer of grey painted bricks.

**Northwest Elevation (Photos 15-16):** Towards the base of the northwest elevation the motif is the same as that which is on the façade and the southeast elevation. The northeast corner of the northwest elevation curves. A large mural is painted in the center of the elevation. The center of the mural itself consists of large words that read "Plaza Verde Park." The mural is surrounded by 10 roses, in varying shades of reds, purples, blues, and yellows. Each rose has leaves and the roses are connected by green vines. The background consists of a majority of beige painted bricks, with the top portion towards the roof being red painted bricks. The last layer of bricks of the parapet are painted grey.

**Interior:** The interior of each restroom facility contains toilets on the back walls. The walls of the interior of both spaces are also covered in detailed murals from the floor to the ceiling.[10]

**Playset Equipment (Non-contributing) (Photos 16-17)**

Located 60 ft to the northwest of the restroom building, 35 ft to the southwest of the gazebo, and 50 ft to the southeast of the basketball court, is playset equipment. The playset equipment was added sometime before 2007. Between 2012 and 2022, another set of park equipment at the southwestern portion of the park, near the handball courts, was removed.[11] The remaining playset equipment is situated right off of the main park trail, and consists of its own concrete path that circles the equipment, as well as two benches. The equipment consists of slides and swings. The area for the playset equipment is covered in mulch and has two nearby cottonwood trees. The playset equipment is non-contributing.

**Gazebo (Non-contributing) (Photos 19-22)**

Located at the very northern edge of the park is a gazebo. It is 25 ft to the northeast of the playset equipment and 130 ft to the east of the basketball court. The gazebo is an open air structure, with eight support beams, on a concrete pad. Under the gazebo are four picnic tables. The gazebo has an octagonal metal pro-panel roof. The roof is two tiered with a cupola picket at the very top. Although a gazebo was requested by community members in 1972, it was not installed until 2015.[12] Due to its recent construction, it is a non-contributing feature.

**Basketball Court (Non-contributing) (Photos 23-27)**

The basketball court is located 130 ft to the west of the gazebo, 50 ft to the northwest of the playset equipment, and directly to the east of the handball courts. The court trends north-south and measures 90 ft by 60 ft. It is concrete. To the south is a basketball hoop that is painted with three vertical stripes of green, white, and red, representing Mexico's flag. The other basketball hoop is located to the north. It is also painted with three vertical stripes of green, white, and red. The exact date for which the basketball hoops were painted is unknown, however, a photograph

[10] Further analysis and site photographs are needed as these the interior spaces as they are normally locked when not in use for events.
[11] Google Satellite Images, Plaza Verde Park, 800 E Ash Street, 2007-2022.
[12] Carmen Arteaga, "La Casa Verde, La Raza Unida, and the Brown Berets: Community Propelled Groups to Action and Change," 7-10.

from 1972 shows they were painted at that time.[13] The basketball court is a non-contributing feature.

**Handball Courts (Contributing) (Photos 28-41)**

The handball courts are located directly to the west of the basketball court. The handball courts are an open concrete structure measuring approximately 50 ft by 25 ft in its entirety. There are two courts connected by the front wall, as it is known in the game. Atop the front wall, which connects the two courts, is a chain link fence, approximately 5 ft high, meant to prevent the ball from going over the court during the game. Each individual court measures 25 ft by 20 ft. Each court is encircled by a chain-link fence. The fence measures approximately 10 ft. high. The entire structure is made from 3 tilt up concrete walls. When observing the structure from a sky view, it forms an "H" shape. The floor or deck of the court is made from poured concrete. The poured concrete floor or deck of the court encompasses both the inside and outside of the walls. It contains several significant murals painted between 1978 and 2012.

**East elevation (Photos 28-29):** The tilt up concrete wall of the east elevation measures approximately 50 ft. across. It is made of smooth concrete. The wall is not a perfect rectangle, but instead extends outward from the top and tapers inward towards the bottom. A chain link fence connects to northern and southern sides of the east elevation. The first mural to be painted in the park encompasses the entire east elevation of the handball courts. It was painted by local Chicano artist Leo Lucero in 1978.[14] The mural has several representations and perspectives. The first perspective depicts a buffalo in what represents North America to the south of the elevation, and a llama standing in what represents South America on the north elevation. In between these two depictions, towards the center of the elevation, is a giant eagle holding a serpent in its mouth. When standing closely to the mural, the eagle feathers make up an army of *soldados*, soldiers, with gun belts. From another perspective, the painting reveals other figures. One figure in the mural's upper register emulates revolutionary figure Emiliano Zapata as noted by artist Leo Lucero. This figure and another male figure depicted below hold a gun belt together with what appears to be a representation of the xiuhpōhualli calendar between them. Next to the figure representing Emiliano Zapata, is a woman holding a torch and below this painting, in the lower register, is another depiction of a woman with her hands on either side of a basket filled with white calla lilies and a child sitting on her shoulder.[15]

**South elevation (Photos 30-33):** The south elevation consists of the inner walls of one of the two handball courts. The court measures 25 ft by 20 ft. The court is surrounded by a metal chain link fence that is approximately 10 ft. high. The deck or floor of the court is made from concrete. Closer to the front wall are painted horizontal and vertical white lines on the deck or floor of the

[13] "September 16 In Fotos: Mexican Independence Day."
[14] "Community Murals across Colorado by Chicano/a Artists Named Amoung America's 11-Most Endangered Historic Places," *History Colorado*, May 4, 2022, https://www.historycolorado.org/press-release/2022/05/04/community-murals-across-colorado-chicanoa-artists-named-among-americas-11.
[15] "In Plaza Verde Park New Mural Appears," *La Cucaracha*, vol. 3, no. 7, July 3, 1978, 2, 11, Colorado Historic Newspapers, https://www.coloradohistoricnewspapers.org/?a=d&d=LCP19780703-01.1.2&e=-------en-20--1--img-txIN%7ctxCO%7ctxTA-Leo+Lucero-------0--Pueblo----.

court used for the game. Murals are painted on each of the three inner walls of the south elevation.

The mural on the east-facing wall of the south elevation is painted onto the smooth concrete tilt up wall. It consists of a white background with the words "Yo Soy Chicano" and "Juan Patriciopacheco Jr." In between the two phrases is a man with his arms in the air and his hands in fists. The mural is surrounded by a depiction of a feathered serpent, eating its tail. Both the lower registers of the south and north corners of the mural have been spray-painted with non-original writing to the mural.

The mural on the south facing wall of the south elevation is a depiction of five men. The wall is made from smooth concrete. Each of the five men depicted in the mural are wearing hats and are facing west. The men are painted grey with a blue sky background. The mural remains largely in good condition, however, to the west there is spray painted writing in the corner of the lower register of the mural. To the east of the south facing wall, is a portion of the mural that has also been spray painted over with several colors.

The mural on the west facing wall of the south elevation is a mural of a child's face. The wall is made of smooth concrete. The background of the mural which covers the entire wall consists of blue and red paint. The mural has been defaced in the lower register of the north side of the wall. It is covered over with non-original spray paint to the mural. In the lower register of the southern corner of the west facing wall is the artist Anthony Armijo's signature, reading "Armijo." The top of the front wall of the handball courts features a metal chain link fence that is meant to prevent the ball from exiting the court during the game. All murals on the south elevation are by artist Anthony Armijo and painted in 2012.[16]

**West Elevation (Photos 35-38):** The tilt up concrete wall of the east elevation measures approximately 50 ft. across. It is made of smooth concrete. The wall is not a perfect rectangle, but instead extends outward from the top and tapers inward towards the bottom. A chain link fence connects to northern and southern sides of the east elevation. A mural is painted across the entirety of the west elevation. The north portion of the wall of the west elevation consists of men walking on grass below Mexico's flag. Painted on the flag is an eagle standing on a cactus, eating a serpent. Also painted on the flag at the very upper register is the symbol of the Eastside Commission. Prominently placed in the center of the mural is a representation of a warrior with an eagle flying at his side. At the southern portion of the west elevation, the mural includes women standing together on grass surrounded by trees and bushes. A woman to the most southern corner of the mural holds a sign that reads "Chicana" with a woman wearing a beret and gun belts below it. The women all stand below a banner with Che Guevara depicted on it. Behind the banner is the United States flag. The background consists of a blue sky with clouds.[17]

[16] Tracy Harmon, "Last Vicla Ride Honors Pueblo Muralist Who Immortalized Homicide Victim," *The Pueblo Chieftain*, June 23, 2020, https://www.chieftain.com/story/news/local/2020/06/23/last-vicla-ride-honors-pueblo-muralist-who-immortalized-homicide-victim/113419360/.
[17] Steve Lucero, "The Mural Project 2012 at Plaza Verde Park/Lower Eastside" oral history, conducted with Dianne Archuleta, History Colorado, pdf format, February 27, 2026.

**North Elevation (Photos 39-41):** The north elevation consists of the inner walls of one of the two handball courts. The court measures 25 ft by 20 ft. The court is surrounded by a metal chain link fence that is approximately 10 ft. high. The deck or floor of the court is made from concrete. Closer to the front wall are painted horizontal and vertical white lines on the deck or floor of the court used for the game. Murals are painted on each of the three inner walls of the north elevation. All murals on the north elevation are by artist Anthony Armijo and painted in 2012.[18]

The mural on the west-facing wall of the north elevation painted onto the smooth concrete tilt up wall. In the lower register of the northern portion of the mural is a depiction of Pueblo. It is set in the background. In the foreground of the center of the mural is a man in a zoot suit. Directly next to this depiction, and towards the southern corner of the upper register of the mural, is a painting of Martín "Marty" Serna. Next to the painting of Martín Serna reads his name.[19] The background consists of a sunset over the landscape surrounding Pueblo. The mural is signed by the artist and reads "Armijo."

The mural on the north-facing wall of the north elevation depicts the phrase "As Iron Sharpens Iron One Man Must Sharpen Another" in the lower register. To the eastern portion of the wall is a painting of Rudolfo "Corky" Gonzales speaking into a microphone. Under his image reads "Corky Gonzales." In the center of the mural is a large painting of a temple. Next to the temple, to the west, are the heads of three men looking in opposite directions and surrounded by a golden circle with 5 lines projecting from the sides. Towards the west portion of the wall is a depiction of Dolores Huerta, not painted by Anthony Armijo, but added in the spring of 2026.[20] In the lower register of the mural towards the west is the artist's name "Armijo." The background of the mural is the sky and clouds, painted with pinks and orange to depict evening.

The mural on the east facing wall of the north elevation is a depiction of Jesus on the cross wearing a crown of thorns. The scene is at the center of the mural. The background of the mural is that of a blue sky.[21] In the lower register of the northern portion of the mural is the artist, Anthony Armijo's signature, reading "Armijo." The top of the front wall of the handball courts features a metal chain link fence that is meant to prevent the ball from exiting the court during the game.

## Alterations

Changes to Plaza Verde Park have occurred over time. This includes work done to update portions of the Fountain Creek Park Trail along the floodplain and Fountain Creek and installing a concrete path and updating the levy. Between 2012 and 2022, additional playset equipment located at the southwestern portion of the park, near the handball courts, was removed. Additionally, the horseshoe court was added to the park sometime after 2012.[22] A painting of

[18] Tracy Harmon, "Last Vicla Ride Honors Pueblo Muralist Who Immortalized Homicide Victim."
[19] Lucero, "The Mural Project 2012 at Plaza Verde Park/Lower Eastside" oral history, conducted with Dianne Archuleta.
[20] Ibid.
[21] Ibid.
[22] Google Satellite Images, Plaza Verde Park, 800 E Ash Street, 2007-2022.

Cesar Chavez on the north-facing wall of the north elevation was painted over and replaced in the spring of 2026 with a depiction of Dolores Huerta. Her name is painted below.[23]

## Integrity

The handball court and restroom facility are located in Plaza Verde Park on 800 East Ash Street. The park is bordered by East Ash Street and South Hudson Avenue, and the levy to the southeast. The **location** of the structure and building remain original to their construction. The landscape and **setting** surrounding the handball courts and restroom facility in Plaza Verde Park remain relatively unchanged from their period of significance. Plaza Verde Park is surrounded by residential homes to the north and east and the levy to the southwest.

The handball courts and restroom facility retain good integrity of **design**. Both resources retain their functionality and spatial organization in the park. They are situated within an area of the neighborhood that is accessible to the East Side community in Pueblo. The design features and spatial organization of the handball courts and restroom facility remain the same and serve the same purposes for recreation and functionality within the larger park. The retention of the original spatial organization of the park, as well as its designed functionality, also convey good integrity of **workmanship**.

The park has good integrity of **materials**. The restroom structure retains its original materials, as do the handball courts. Additionally, the many design elements of the murals are unaltered, aside from some restoration by local artists to ensure they do not fade or become defaced. [24] A painting of Cesar Chavez was painted over and replaced by a depiction of Dolores Huerta in 2026.[25] Although some alterations were made throughout time, this reflects the living practice of mural painting in Plaza Verde Park.

The handball courts and restroom facility were historically used by the community during events, social gatherings, protests, and in remembrance of Chicano cultural heritage and pride. The community still **associates** this structure and building, that each adorn murals, as a places of remembrance. The protection of the park's murals and continued mural painting depicting cultural heritage and pride portrays how this association remains strong with East Side neighborhood residents. They also retain integrity of **feeling**. During community gatherings, protests, and events, this recreational structure and building were used. The retention of the murals also portray the historic feeling of the property. The continuation of this practice to paint murals depicting cultural heritage also showcase their continued importance to the community.

## 8. Statement of Significance

[23] Lucero, "The Mural Project 2012 at Plaza Verde Park/Lower Eastside" oral history, conducted with Dianne Archuleta.
[24] "Battle over Mural at Plaza Verde Park Back to Ground Zero," *The Pueblo Chieftain*, November 16, 2007, https://www.chieftain.com/story/news/2007/11/17/battle-over-mural-at-plaza/8452444007/; "September 16 In Fotos: Mexican Independence Day."
[25] Lucero, "The Mural Project 2012 at Plaza Verde Park/Lower Eastside" oral history, conducted with Dianne Archuleta; "September 16 In Fotos: Mexican Independence Day."

**Applicable National Register Criteria**
(Mark "x" in one or more boxes for the criteria qualifying the property for National Register listing.)

[X] A. Property is associated with events that have made a significant contribution to the broad patterns of our history.

[ ] B. Property is associated with the lives of persons significant in our past.

[ ] C. Property embodies the distinctive characteristics of a type, period, or method of construction or represents the work of a master, or possesses high artistic values, or represents a significant and distinguishable entity whose components lack individual distinction.

[ ] D. Property has yielded, or is likely to yield, information important in prehistory or history.

**Criteria Considerations**
(Mark “x” in all the boxes that apply.)

[ ] A. Owned by a religious institution or used for religious purposes

[ ] B. Removed from its original location

[ ] C. A birthplace or grave

[ ] D. A cemetery

[ ] E. A reconstructed building, object, or structure

[ ] F. A commemorative property

[X] G. Less than 50 years old or achieving significance within the past 50 years

Plaza Verde Park
Name of Property

Pueblo
County and State

**Areas of Significance**
(Enter categories from instructions.)
ART
ETHNIC HERITAGE: Hispanic/Latino/Chicano
SOCIAL HISOTRY: Women's History

**Period of Significance**
1972-2013

**Significant Dates**
N/A

**Significant Person**
(Complete only if Criterion B is marked above.)
N/A

**Cultural Affiliation**
N/A

**Architect/Builder**
City of Pueblo, Parks and Recreation

**Statement of Significance Summary Paragraph** (Provide a summary paragraph that includes level of significance, applicable criteria, justification for the period of significance, and any applicable criteria considerations.)

Plaza Verde Park is eligible for the National Register of Historic Places at the local level under **Criterion A** for **Art**, **Ethnic Heritage: Hispanic/Latino/Chicano** and **Social History,** and **Social History: Women's History**. It is associated with the history of the Chicano Civil Rights Movement in Pueblo, Colorado. The park historically acted as a central space for Chicano activism and community pride amongst the city's Lower East Side residents.

In 1968, women from the Lower East Side of Pueblo created Las Madres de la Casa Verde in response to the lack of recreational facilities for the youth of their community. Las Madres de la Casa Verde organized and established a community center, Casa, to facilitate activities for Chicano youth such as after school programs, cultural education, tutoring, and lobbied for safe recreational spaces to be built in Pueblo's Lower East Side neighborhood. Their activism was in response to a number of youth deaths that had occurred in the community due to the lack of safe recreational spaces for them to use. Las Madres de la Casa Verde lobbied for a park to be built in their community using land devastated by the Pueblo Flood of 1965. Many of the homes destroyed on the parcels that would become Plaza Verde Park belonged to Las Madres de la Casa Verde members and their families.[26]

The park was commissioned on May 5, 1972. Las Madres de la Casa Verde worked with Martín Serna, a Chicano Activist, member of the Brown Berets, and co-director of La Raza Unida, to complete the park and its planning. Since its construction, Plaza Verde Park has been a place of civil rights activism and community gathering. The park is significant for its murals depicting Chicano history and culture. Plaza Verde Park meets the requirements for **Criterion Consideration G** as a significant site representing the history of the Chicano Movement in Pueblo, Colorado through its murals. The park was created out of a need for infrastructure and safe recreational spaces in the face of redlining and discrimination experienced by Pueblo's Lower East Side neighborhood. It became a significant site of activism during the Chicano Movement and continues to act as a community gathering place. It is a reminder of how the movement in Pueblo had impacts not only within the city but within the larger Civil Rights Movement. This history is reflected in the murals that adorn walls on structures in the park. The murals, painted between 1978 and 2013, are significant representations of Chicano muralism that hold incredible significance. Therefore, the period of significance is 1972 when the park was commissioned, to 2013, the year when the most recent murals were painted in the park.[27]

**Narrative Statement of Significance** (Provide at least **one** paragraph for each area of significance.)

**Criterion A, Art (1978-2013)**

Plaza Verde Park is eligible for the National Register of Historic Places at the local level under **Criterion A** for **Art**. The period of significance is 1978, when the first mural was painted by Leo Lucero on the eastern facing wall of the handball courts, to 2013, the year when the most recent murals were painted in the park. Plaza Verde Park is significant for its murals that portray the history of Chicano activism, heritage, and pride. The murals are an important example of Chicano muralism, stemming from the Chicano Civil Rights Movement of the 1960s and 1970s, in Pueblo's Lower East Side neighborhood. Through community support, the murals have

[26] Carmen Arteaga, "La Casa Verde, La Raza Unida, and the Brown Berets: Community Propelled Groups to Action and Change," in *El Movimiento de Pueblo: An Anthology of Chicana and Chicano Activism*, edited by Rita J. Martínez, Deborah Martínez Martínez, Pablo Mora, Juan Espinosa (Vanishing Horizons, LLC: Pueblo, 2016) 7-10.
[27] City of Pueblo Parks and Recreation, "Plaza Verde Park: Mother of La Casa Verde." Infographic, n.d.

survived several threats throughout the years, and stand as a testament to the resiliency of the East Side neighborhood community in the face of discrimination.[28]

The murals, painted by renowned Chicano artists Leo Lucero and Anthony Armijo, as well as local community groups between 1978 and 2013, portray themes of social justice, Chicano identity, and cultural heritage. Included in the murals found throughout the park is a tribute to Las Madres de la Casa Verde, an organization of women who founded the park. The murals adorn walls of structures in Plaza Verde Park, including the handball courts and restroom facility. Since the first mural was painted by Leo Lucero in 1978, they have been under threat of removal or defacement. Organizations such as La Raza Unida, La Gente, and the East Side Commission have helped ensure over the years that the murals remain present in the community. These murals are a significant representation of community pride in Pueblo's Lower East Side Neighborhood, and the tradition of mural painting continues to be practiced.[29]

For the significance of the murals as important depictions of Chicano muralism, Plaza Verde Park is eligible for the National Register of Historic Places under Criterion A for Art. As described by Lucha Martinez de Luna, Director of Chicano/a/x Community Murals of Colorado, "Chicano/a/x community murals illuminate an often untold, overlooked, or erased history in cities where Hispanos, Chicanos, and Mexican Americans were key to their development." Threats facing these murals include gentrification, lack of legal protections, and deterioration over time.[30] The murals of Plaza Verde Park tell the history of the Chicano Movement in Pueblo through depictions of Chicano identity, symbolism, and important civil rights activists including Martín Serna, Rudolfo "Corky" Gonzales, Cesar Chavez, and Las Madres de la Casa Verde.

**Criterion A, Ethnic Heritage: Hispanic/Latino/Chicano and Social History (1972-2013)**

Plaza Verde Park is eligible for the National Register of Historic Places at the local level under **Criterion A** for **Ethnic Heritage: Hispanic/Latino/Chicano**. The period of significance is 1972, when the park was first commissioned, to 2013, as there is no appropriate end date since the park continues to be a significant place for the Chicano community. Throughout its history, the park has served as a place of protest, community gathering, mural painting, and celebration for the Chicano community of Pueblo, Colorado. The park is also significant for its murals depicting Chicano history and culture. It continues to serve as a central space for the community of Pueblo's Lower East Side neighborhood. The property is significant to understanding the

[28] Pueblo Parks and Recreation, *2017-2018 Fall/Winter/Spring Program Guide* (Pueblo Colorado: Pueblo Parks and Recreation, 2017), 19, https://www.pueblo.us/DocumentCenter/View/17660/2017-2018-Pueblo-Parks-and-Recreation-Fall-Winter-Spring-Program-Guide?bidId=.
[29] "In Plaza Verde Park New Mural Appears," *La Cucaracha*, vol. 3, no. 7, July 3, 1978, 2, 11, Colorado Historic Newspapers, https://www.coloradohistoricnewspapers.org/?a=d&d=LCP19780703-01.1.2&e=-------en-20--1--img-txIN%7ctxCO%7ctxTA-Leo+Lucero-------0--Pueblo----; Lucha Martinez de Luna, "Community Murals across Colorado by Chicano/a Artists Named Among America's 11-Most Endangered Historic Places," *History Colorado*, May 4, 2022, https://www.historycolorado.org/press-release/2022/05/04/community-murals-across-colorado-chicanoa-artists-named-among-americas-11.
[30] Lucha Martinez de Luna, "Community Murals across Colorado by Chicano/a Artists Named Among America's 11-Most Endangered Historic Places."

Chicano Civil Rights Movement in Pueblo in the late twentieth century as well as the formation of communal spaces for the celebration of Chicano identity and heritage.[31]

The creation of Plaza Verde Park stemmed from the activism of Las Madres de la Casa Verde, a community organization from Pueblo's Lower East Side neighborhood who advocated for safe recreational places to be built in their community. Throughout its history, Pueblo's Lower East Side community, primarily comprising of Latino and Chicano families, has faced discrimination in the form of redlining, resulting in a lack of infrastructure and funding being allocated to community development. Natural disasters, such as the Pueblo Flood of 1965, also resulted in lasting damages to community resources with little opportunity for relief. Community members created Las Madres de la Casa Verde to support their community. Since it was officially opened in 1973, Plaza Verde Park has been a gathering space for the Chicano community in celebration, activism, and pride. Several protests and activist convening's have taken place here including the fight for safe recreational spaces in Pueblo's Lower East Side Community, Chicano Civil Rights Movement events, and protests such as The Longest Walk. Every year, celebrations take place recognizing Cinco de Mayo and El Diez y Seis de Septiembre. The murals, painted by Chicano artists Leo Lucero, Anthony Armijo, and several community groups portray powerful symbolism of Chicano identity and depict the history of the community.[32]

For Plaza Verde Park's association to the history of the Chicano community in Pueblo, it is eligible for the National Register of Historic Places under Criterion A for Ethnic Heritage: Hispanic/Latino/Chicano. The park continues to be a significant place of gathering for Pueblo's Lower East Side Community and several events continue to take place there.

**Criterion A, Social History: Women's History (1972-1973)**

Plaza Verde Park is eligible for the National Register of Historic Places at the local level under **Criterion A** for **Social History: Women's History**. The period of significance is between 1972 and 1973 when Las Madres de la Casa Verde began working to create Plaza Verde Park. The park was created by a group of influential women from Pueblo's Lower East Side neighborhood in response to the lack of action taken historically by the City of Pueblo to build infrastructure in their community. Mary Herrera, her daughter Donna Herrera, Lola Lovato, Prudencia Medina, Eva Montoya, Peggy Rodriguez, Beatrice Roybal, Josephine Valdez, and Helen Pacheco Young started La Madres de la Casa Verde in 1968 to build recreational facilities for youth in the neighborhood. Their organization facilitated the development of a community center, Casa, to provide after-school and weekend programs for local youth. These programs focused on

[31] City of Pueblo Parks and Recreation, "Plaza Verde Park: Mother of La Casa Verde." Infographic, n.d.
[32] "September 16, 1976 – Day of Solidarity," *La Cucaracha*, no. 4, October 4, 1976, Colorado Historic Newspapers, https://www.coloradohistoricnewspapers.org/?a=d&d=LCP19761004-01.2.18&srpos=6&e=-------en-20--1--img-txIN%7ctxCO%7ctxTA-Plaza+Verde+Park-------0------; "The Longest Walk, 1978," *The Struggle for Sovereignty: American Indian Activism in the Nation's Capital, 1968-1978*, National Park Service, 2024, https://www.nps.gov/articles/000/longest-walk.htm; Carmen Arteaga, "La Casa Verde, La Raza Unida, and the Brown Berets: Community Propelled Groups to Action and Change," 7-10.

education, providing services such as tutoring and programs for the preservation of Latino and Chicano culture and heritage within their community.[33]

As part of their advocacy, Las Madres de la Casa Verde began lobbying for a park to be built in the neighborhood as none existed prior. The land they proposed be used for the park's construction was located on the parcels of homes devastated by the 1965 flood in Pueblo. Many of the affected homes had belonged to Las Madres de la Casa Verde members and their families. Despite discussing plans for the park with the city in 1972, and getting the project commissioned, progress stalled. It took the advocacy of Las Madres de la Casa Verde, Martín Serna, and the community to begin a campaign to see advancement. The group worked with La Raza Unida gathering over 3,000 signatures to present to the city, as well as holding bake sales to raise money for the park. They continued to call upon city officials to begin construction. Due to these efforts, construction for the park began in 1973. Throughout the years, the community has continued to advocate for updates for the park, including the need for restroom facilities in the late 1970s. Without the initial activism of Las Madres de la Casa Verde, Plaza Verde Park would not have been possible.[34]

Therefore, Plaza Verde Park is eligible for the National Register of Historic Places under Criterion A for Social History: Women's History. Women's roles and leadership during the Civil Rights Movement often go unacknowledged. Women's contributions continue to be a little understood aspect of the era. The contributions of Las Madres de la Casa Verde are important to understanding the full history of the Civil Rights Movement in Pueblo.

**Developmental History/Additional Historic Context Information**

*Plaza Verde Park History (1968-Present)*

The development of Plaza Verde Park was inspired by the activism of Las Madres de la Casa Verde. The organization was formed in 1968 by the women of Pueblo's Lower East Side neighborhood in response to the lack of recreational facilities for youth in their community. From their community center, Casa, Las Madres de la Casa Verde facilitated recreational activities and educational opportunities for Chicano youth such as after school programs, tutoring, and cultural education. The community center was located at 519 Joplin. It also became an important location for Chicano networking and served as a meeting place for the Brown Berets during the Chicano Civil Rights Movement.[35] The organization created a board of directors with elected officers and expanded their programs to include neighborhood assistance for families in their community. This included monetary aid in the form of rental and medical bill assistance and food and clothing donations. Casa also offered youth programs on the

[33] Carmen Arteaga, "La Casa Verde, La Raza Unida, and the Brown Berets: Community Propelled Groups to Action and Change," 7-10; City of Pueblo Parks and Recreation, "Plaza Verde Park: Mother of La Casa Verde." Infographic, n.d
[34] Carmen Arteaga, "La Casa Verde, La Raza Unida, and the Brown Berets: Community Propelled Groups to Action and Change," 7-10.
[35] The Casa community center building created by Las Madres de la Casa Verde at 519 Joplin in Pueblo is no longer extant.

weekends. Las Madres de la Casa Verde continuously lobbied for safe recreational spaces to be built in Pueblo's Lower East Side, which, at the time, had no parks.[36]

Eva Montoya was the President of Las Madres de la Casa Verde when the organization began planning the construction of a park in their neighborhood. Eva Montoya recounted the process in an article she wrote for *The Pueblo Chieftain* in 2006, discussing how members and allies of the group were instrumental in the process. The group included Mary Herrera, her daughter Donna Herrera, Lola Lovato, Prudencia Medina, Eva Montoya, Peggy Rodriguez, Beatrice Roybal, Josephine Valdez, and Helen Pacheco Young. All of the women involved in the Park's creation were mothers who were concerned for their children's safety in the neighborhood, having no safe spaces to play. They met with Charlie Graham, the City Manager for Pueblo in the early 1970s to begin plans for the park.[37] Several community members became affiliated with the activities of Las Madres de la Casa Verde over the years including Delfina Garcia, Olivia Medina, Dora Montoya, Trinidad Roybal, Jan Smith, Ann Trujillo, and Isabel Valle. Other groups working closely with the organization were La Raza Unida and the Brown Berets.[38]

Their community center, Casa, acted as a central space for networking within the Chicano movement. From here, Las Madres de la Casa Verde supported their community as well as events and protests in Pueblo. Several groups met at Casa and supported youth programs through the center including La Raza Unida, the Brown Berets, and the Black Berets. Las Madres de la Casa Verde also held community business lunches to raise money for their youth programs with food and donations provided by the local community. When prominent Chicano activist leaders from Pueblo, including Alberto Gurule, Martín Serna, Edmond Roybal, Ruben Segura, and Lionell Trujillo, as well as members of the Crusade for Justice in Denver and leader Rudolfo "Corky" Gonzales, were arrested, Las Madres de la Casa Verde raised money through rummage sales for their legal fees.

In 1972, blueprints were underway for Plaza Verde Park's construction due to the outreach of Las Madres de la Casa Verde. In an oral history interview, Dario Madrid, a founder of La Gente community center, which offered youth avenues into sports, remembered the organization helping fight for the park's construction.[39] Las Madres de la Casa Verde wanted it to be located on land devastated by the 1965 Flood in Pueblo. Homes on the land had once belonged to members of Las Madres de la Casa Verde and their families, including sisters, Peggy (Pacheco) Rodriguez and Helen (Pacheco) Young, as well as their parents. Las Madres de la Casa Verde wanted to name the park Plaza Verde and to see a recreational center to be built on the property;

[36] Carmen Arteaga, "La Casa Verde, La Raza Unida, and the Brown Berets: Community Propelled Groups to Action and Change," 7-10.
[37] Eva Montoya, "Plaza Verde Park Built Where Flood Destroyed Homes," *The Pueblo Chieftain*, August 10, 2006, https://www.chieftain.com/story/news/2006/08/10/plaza-verde-park-built-where/8688686007/.
[38] Carmen Arteaga, "La Casa Verde, La Raza Unida, and the Brown Berets: Community Propelled Groups to Action and Change," 7-10.
[39] Dario Madrid, "Dario Madrid Oral History Interview – Transcript," June 27, 2022, interviewed by Deborah Martinez, NEH Grant 2022 – Oral History Interviews, Colorado Chicano Movement Archives, Colorado State University Pueblo, transcript, 7, https://archives.mountainscholar.org/digital/collection/p17393coll34/id/395/rec/1.

however, the center was never constructed. This was not included at Plaza Verde Park because another community center, El Centro del Quinto Sol, was developed at 6th and Fountain Ave.[40]

In 1973, a statement was issued to the Pueblo City Government by community members demanding to know why construction for Plaza Verde Park was not complete. Although the land at Hudson and Ash was acquired to build Plaza Verde Park on May 5, 1972, work was not yet done. The statement addressed how land had been acquired to build Vinewood Park in the same year, and while that park was now complete, Plaza Verde Park remained unfinished. Community members expressed the urgent need for the park to be completed due to multiple deaths of Chicano youth that had occurred in the area who had been forced to play "in hazardous streets, cattlecars, lakes, and rivers in Pueblo." A park was desperately needed in the neighborhood to provide a safe recreational space for local youth, as none existed. The work of Pueblo's East Side community and Las Madres de la Casa Verde ultimately resulted in construction moving forward; yet, the exact date of the parks completion is unknown.[41] It took the advocacy of Las Madres de la Casa Verde and the community to begin a campaign to see advancement. The group worked with Martín Serna of La Raza Unida gathering over 3,000 signatures to present to the city, as well as holding bake sales to raise money for the park.[42]

Serna reached out to members of City Council, the Pueblo Urban Renewal Authority, and the U.S. Department of Health and Urban Development in an effort to move the park's construction along. Because the park's progress continued to be stalled, Serna worked with La Raza Unida, the Brown Berets, Las Madres de la Casa Verde, and several other community groups to orchestrate a protest to their lack of action to provide the Lower East Side Community with safe recreational spaces. The rally was for youth who had lost their lives or been injured playing near streets and rivers. The face of the protest was Rudy Maestas, who was 14 years old when he was struck by a car while riding his bicycle in the neighborhood. The rally was held at Zapata Park. City officials maintained that funding had been allocated for the park but was held up at the federal level. Serna and protesters did not accept this reasoning, instead, questioning why the city would not use city funding to provide a park for the neighborhood. It was at this juncture, and due to the activism of these community groups that ultimately resulted in construction moving forward; however, several amenities at the park have taken years to be acquired. In 1980, the Chicano community made a request to the City of Pueblo to have permanent restrooms installed to replace an outhouse that neighborhood residents had constructed at the park.[43] The construction of restroom facilities came after their urgent need was put forth by the community who had to the leave the park during important events, such as Cinco de Mayo, to find facilities

[40] City of Pueblo Parks and Recreation, "Plaza Verde Park: Mother of La Casa Verde;" City of Pueblo Parks and Recreation, "Plaza Verde Park: Mother of La Casa Verde."
[41] Statement, "An Account is Overdue," statement issued on May 5, 1972 demanding action regarding recent deaths of Hispanic children. *Chicano & Latino History Project*, University of Colorado Boulder, CSU-P, EGAR, Box 1, Folder 43, https://latinohistoryproject.org/item/statement-an-account-is-overdue/#.
[42] City of Pueblo Parks and Recreation, "Plaza Verde Park: Mothers of La Casa Verde."
[43] "Restrooms Needed at Plaza Verde Park," *La Cucaracha*, vol. 4, no. 14, October 23, 1979, Colorado Historic Newspapers, https://www.coloradohistoricnewspapers.org/?a=d&d=LCP19791023-01.2.2&srpos=3&e=--1965-----en-20--1--img-txIN%7ctxCO%7ctxTA-Plaza+Verde-------0--Pueblo----.

elsewhere.[44] Other amenities and equipment were not installed until the 2000s, including a gazebo added in 2015 that had been requested in 1972.[45]

Since its construction, Plaza Verde Park has been used as a place of protest, celebration, and remembrance by the Chicano community. In 1976, *La Cucaracha* called upon the Chicano community to attend a rally to be held at Plaza Verde Park. It was planned for September 19, following El Diez y Seis de Septiembre, in honor of Mexico's Independence. The Brown Berets and El Partido La Raza Unida planned celebrations for Mexican Independence Day in Pueblo to unify Chicano communities. Usually a day for celebration, the organizers of this rally said the event in 1976 was to be in protest of United States encroachment into Mexico. The protestors in Plaza Verde Park were unified against the exploitation of Mexican workers by American capitalist corporations who paid workers extremely low wages and who took resources away from Mexico's infrastructure. The protest illuminated Mexico's resistance against United States exploitation.[46] At the rally of over 200 people, several activist speakers such as Juan Haro, Martín Serna, Francisco Coca, and Fred Archer were in attendance and gave speeches for the cause.[47] Plaza Verde Park was a significant place for the Chicano Civil Rights movement and was often used historically by organizations such as the Brown Berets and El Partido La Raza Unida as a site of protest.

Another important protest that occurred at Plaza Verde Park included The Longest Walk which was supported by the Chicano community in Pueblo's East Side neighborhood. The Longest Walk was a demonstration held by Indigenous groups across the country in which protestors walked from California to Washington D.C. The protest was to prevent eleven pieces of legislation brought forth in Congress that threatened to violate treaty rights of First Nations.[48] Along their route to the capitol, protestors stopped at Plaza Verde Park in Pueblo where they held a rally. As part of their protests, they provided cultural education in the form of speakers and music. The Chicano community supported their protest and provided donations, such as clothing, while they were demonstrating in Pueblo.[49] Plaza Verde Park continues to be a place of protest and remembrance for the Chicano community and groups who have worked in close

[44] "Public Hearing Set on CD Funds," *La Cucaracha*, vol. 5, no. 10, May 9, 1980, Colorado Historic Newspapers, https://www.coloradohistoricnewspapers.org/?a=d&d=LCP19800509-01.2.7&srpos=18&e=-------en-20--1--img-txIN%7ctxCO%7ctxTA-%22Plaza+Verde+Park%22-------2------.

[45] Carmen Arteaga, "La Casa Verde, La Raza Unida, and the Brown Berets: Community Propelled Groups to Action and Change," 7-10.

[46] "Cartas," *La Cucaracha*, no. 3, August 2, 1976, Colorado Historic Newspapers, https://www.coloradohistoricnewspapers.org/?a=d&d=LCP19760802-01.2.15&srpos=16&e=-------en-20--1--img-txIN%7ctxCO%7ctxTA-Plaza+Verde-------0--Pueblo----.

[47] "September 16, 1976 – Day of Solidarity," *La Cucaracha*, no. 4, October 4, 1976, Colorado Historic Newspapers, https://www.coloradohistoricnewspapers.org/?a=d&d=LCP19761004-01.2.18&srpos=6&e=-------en-20--1--img-txIN%7ctxCO%7ctxTA-Plaza+Verde+Park-------0------.

[48] "The Longest Walk, 1978," *The Struggle for Sovereignty: American Indian Activism in the Nation's Capital, 1968-1978*, National Park Service, 2024, https://www.nps.gov/articles/000/longest-walk.htm.

[49] "Celebrities Attend 'Longest Walk' Rallies," *The Arrow – CSU Pueblo*, vol. 7, no. 24, April 6, 1978, Colorado Historic Newspapers, https://www.coloradohistoricnewspapers.org/?a=d&d=ARW19780406-01.1.4&e=-------en-20--1--img-txIN%7ctxCO%7ctxTA-Plaza+Verde+Park-------0--Pueblo----; "Indios," *La Cucaracha*, vol. 6, no. 3, January 23, 1981, https://www.coloradohistoricnewspapers.org/?a=d&d=LCP19810123-01.1.26&e=-------en-20--1--img-txIN%7ctxCO%7ctxTA-The+Longest+Walk-------0--Pueblo----.

connection. Events continue to be held in the park in celebration of El Diez y Seis de Septiembre, Dia de los Muertos, and Cinco de Mayo as they have since its construction.

*Murals*

Contributing to the significance of Plaza Verde Park are historic murals that depict Chicano culture and heritage. The murals also serve as a source of remembrance and pride for the Chicano community. The first mural in the park was painted by local Chicano artist Leo Lucero on one of the outer walls of the handball courts in 1978. The mural has two perspectives. The first perspective depicts a buffalo standing in North America to one side, and a llama standing in South America on the other. In between these two depictions is a giant eagle holding a serpent in its mouth representing "the people of Atzlán, founders of Tenochtitlan, the Aztec empire" as described by Lucero in a 1978 interview with *La Cucaracha*. When standing closely to the mural, the eagle feathers make up an army of *soldados*, soldiers, with gun belts. From another perspective, the painting reveals other figures. Lucero described how one figure in the mural's upper register is meant to emulate revolutionary figure Emiliano Zapata. This figure and another male figure depicted below hold a gun belt together with the xiuhpōhualli calendar between them. Next to the figure representing Emiliano Zapata is a woman holding a torch and below this painting is another depiction of a woman with her hands on either side of a basket filled with white calla lilies and a child sitting on her shoulder. When further describing the meaning of his work, Lucero said "the Zapata-like figure represents the soldier fighting for his land…they're carrying a gun belt because only through force will the Chicano get his land back. Only through force will you get your freedom." Lucero also described how the woman figure holding the torch was inspired by a painting by Alfaro Siquieros. The symbol of the torch represents new democracy. The community helped Lucero with the mural, offering scaffolds, paint, and rollers. Other local painters also came to support Lucero in his efforts. An inauguration for the mural was held on July 2, 1978 and included music and speakers to celebrate the artwork.[50]

The mural was originally contested by city officials, but Lucero, with the support of La Raza Unida and La Gente, continued to paint it despite threats. As he completed the mural on the wall of the handball courts, the city threatened to paint it over as it had not been officially sanctioned by city officials. The Director of Pueblo Parks and Recreation at the time said he would give prior warning to the community before it was painted over. Community support for Chicano art in Pueblo's Lower East Side neighborhood, as well as the support from La Raza Unida and La Gente, prevented this from happening. Community members stayed with the mural while Lucero completed it.[51] In the 1990s, the city contacted Lucero to repaint the mural as people had started

[50] "In Plaza Verde Park New Mural Appears," *La Cucaracha*, vol. 3, no. 7, July 3, 1978, 2, 11, Colorado Historic Newspapers, https://www.coloradohistoricnewspapers.org/?a=d&d=LCP19780703-01.1.2&e=-------en-20--1--img-txIN%7ctxCO%7ctxTA-Leo+Lucero-------0--Pueblo----.

[51] "Chicano Art Worth Community Support," *La Cucaracha*, vol. 3, no. 7, July 3, 1978, Colorado Historic Newspapers, https://www.coloradohistoricnewspapers.org/?a=d&d=LCP19780703-01.1.6&e=-------en-20--1--img-txIN%7ctxCO%7ctxTA-Leo+Lucero-------0--Pueblo----; "New Developments en Pueblo Marked Growth of Grassroots Organizations," *La Cucaracha*, vol. 5, no. 1, January 9, 1980, Colorado Historic Newspapers, https://www.coloradohistoricnewspapers.org/?a=d&d=LCP19800109-01.2.17&srpos=6&e=-------en-20--1--img-txIN%7ctxCO%7ctxTA-Plaza+Verde+Park+murals-------0--Pueblo----.

tagging and defacing it. Over the next decade, Lucero was commissioned to repaint it many times. The East Side Commission also helped protect the murals in Plaza Verde Park. The community continues to try to protect the mural, often having to retouch the paint due to graffiti.[52]

Overwhelming support for Lucero's mural from the community and groups such as La Raza Unida and La Gente inspired more murals to follow. In 2012, the East Side Commission invited artist Anthony Armijo to paint murals on the handball courts that depicted Chicano culture and heritage, as well as the history of Pueblo's Lower East Side community. In an oral history taken by El Pueblo History Museum Director, Dianne Archuleta, in 2026, East Side Commission member Steve Lucero recounted this project and its impact on the Lower Eastside community.[53] In describing how the murals on the south, east, and north faces of the handball courts came to be, Lucero said:

> The murals came about at the direction of the Eastside Commission, an Eastside Community Organization that had already did a few projects to include the Cinco de Mayo Parade down 8th Street, painting over graffiti, an Eastside Reunion, and Gang Prevention conference free to the public, and now had plans to do some murals at Plaza Verde with a dual purpose: to help eradicate the graffiti and honor the struggle of the Chicano culture. The handball courts were the perfect place.[54]

Steve Lucero set out looking for local artists that could contribute to their vision. In 2011, he met with Fred Alcon and Anthony Armijo where he described the project and its goals, with their inspiration in part from similar projects in the country such as the Chicano Park in San Diego. Anthony Armijo was a well known local artist and expressed great interest in contributing to the project.[55] He was hired by the Eastside Commission to begin work on the murals in 2012. Lucero said:

> I later started looking at pictures I had taken on my last visit to San Diego with other Pueblo clippings from the Movement in the early days protest etc. I called Carmen Arteaga because she had a collection of clippings from our Pueblo Chicano History. We met at Anthony's house and chose a few and Anthony [Armijo], true to his word, began in the Spring of 2012 in May.[56]

[52] "Battle over Mural at Plaza Verde Park Back to Ground Zero," *The Pueblo Chieftain*, November 16, 2007, https://www.chieftain.com/story/news/2007/11/17/battle-over-mural-at-plaza/8452444007/.
[53] Steve Lucero, "The Mural Project 2012 at Plaza Verde Park/Lower Eastside" oral history, conducted with Dianne Archuleta, History Colorado, pdf format, February 27, 2026.
[54] Ibid.
[55] Ibid.
[56] Ibid.



*Figure 1 Courtesy of Steve Lucero and El Pueblo History Museum.*

Steve Lucero went on to describe several of the murals. The first depictions he described were that of the mural on the west facing wall of the handball courts.[57] He said:

> The first mural he started on was the Warrior Popocatepetl, picked because he was a Warrior, he is known for going to battle against all odds. The Warrior represents the struggle and the willingness to fight to stand up for what is right against all cost.
>
> The second mural was the Walk Out. This signified the struggle of the young Chicano of the day. It was designed to bring about awareness to the city of Pueblo that the sleeping giant had awaken. We were no longer going to be idle and realized we had to bring about the change in our schools. We wanted Chicano educators, Chicano administrators, Chicano School Board members that understood us and our history to be in the history books written and told by our people, not watered down or portrayed the way they saw it, we the Chicano contributed to this America just as much as anyone else and wanted our brothers and sisters and future generations to be proud of those who came before us with no recognition, no thank you, and no credit for what they did. Several students from around the city walked out at 10:00 a.m. that morning and met at the Mineral Palace Park and marched down Santa Fe Avenue.
>
> The third is the Chicana. This mural depicts the power of the Chicana the Unity they bring to the table. The photo came from Carmen [Arteaga]. This picture was taken September 16th, 1972 in Zapata Park (Bradford Park). The women of the movement have always played a vital part, many times not recognized, but always powerful. They too had their own struggle and if it wasn't for them the movement would not be complete.[58]

[57] Lucero, "The Mural Project 2012 at Plaza Verde Park/Lower Eastside" oral history.
[58] Ibid.

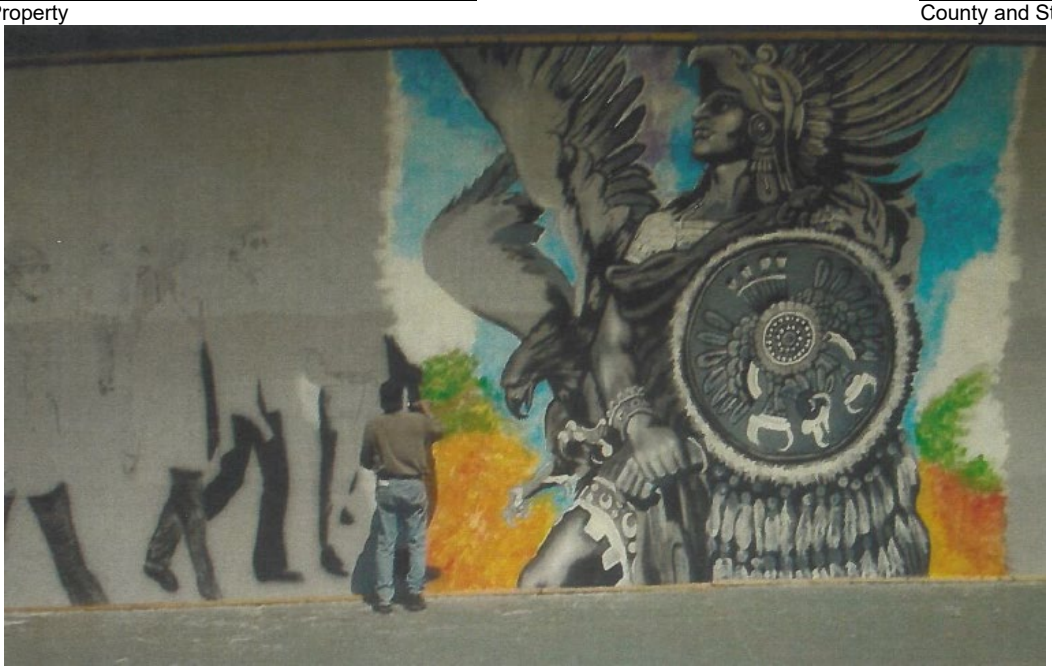


*Figure 2 Courtesy of Steve Lucero and El Pueblo History Museum.*

In describing the murals on the north facing wall, Lucero described:

> The fourth was the Zoot Suiter. The Zoot suit is a man's suit with high-waited, wide-legged tight cuffed pegged trousers, and a long coat with wide lapes and wide padded shoulders wore in the 1940s by Pachucos.[59]

Lucero described how this depiction represented the Pachuco, and the female Pachuca, subculture "associated with Zoot Suits, street gangs, nightlife, and flamboyant public behavior," that often "defied male/female stereotypes and roles in Mexican culture in the 1920s." He continued by describing other depictions on the north facing wall including important figures in the Chicano movement such as a painting of Rodolfo "Corky" Gonzales and a verse from Proverbs 27:17 reading "As Iron Sharpens Iron one Man must Sharpen Another."[60]

Lucero described how this project brought the Lower Eastside community together. Many community members offered money to contribute to the project and came out to the park in support of their painting. The murals are revered by people from all over southern Colorado. Lucero said that people travel far to take photographs in front of the murals for family "reunions, weddings, and car clubs." Additionally, he described how local "Risley Middle School had field trips to teach students about the murals and Chicano history." In



*Figure 3 Courtesy of Steve Lucero and El Pueblo History Museum.*

[59] Ibid.
[60] Ibid.

conclusion Lucero said "these murals are by far the most recognized by the Chicano community in Southern Colorado thanks to Anthony Armijo—may he rest in peace."[61]

Murals continued to be painted in 2013 and were organized by "Pueblo's Indigenous communities during sponsored Earth Day clean-ups." A tribute to Las Madres de la Casa Verde was painted on the exterior of one of the park's restroom facility. This mural includes nine roses to represent the founders of the community organization.[62] Local organization, Comadres, also worked to have a historical marker installed at Plaza Verde Park in 2016 that told the history of Las Madres de la Casa Verde.[63] Nine rose bushes were also planted in commemoration to Las Madres de la Casa Verde to the southeast of the gazebo. In an interview with Chicana activist Carmen Arteaga taken by Deborah Martinez in 2022 at Plaza Verde Park, she said referring to the mural tribute:

> I am very involved with this mural that I'm sitting in front of. I chose this because I was involved with the East Side Commission and the East Side Commission wanted to represent our history on a mural the Park Plaza where the park came out of the movement. It came from the mothers of La Casa Verde and La Raza Unida.[64]

Mural painting in Plaza Verde Park continues to be a significant tradition for the community of the East Side neighborhood in Pueblo.

*History of Plaza Verde Park as a Community Gathering Place*

Pueblo's East Side community organized activities in the park for celebrations including sporting events, live music, and food vendors. Speeches were also historically given by prominent community members. For example, Bea Roybal, a founding member of Las Madres de la Casa Verde, gave a talk at a Cinco de Mayo celebration in 1980.[65] In an interview between Chicano Movement activist, Carmen Arteaga, and Denise Torrez, an East Side Pueblo resident and active *El Movimiento Sigue* member who planned community events and demonstrations, remembered attending Cinco de Mayo festivities as a child:

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[61] Lucero, "The Mural Project 2012 at Plaza Verde Park/Lower Eastside" oral history.
[62] Pueblo Parks and Recreation, *2017-2018 Fall/Winter/Spring Program Guide* (Pueblo Colorado: Pueblo Parks and Recreation, 2017), 19, https://www.pueblo.us/DocumentCenter/View/17660/2017-2018-Pueblo-Parks-and-Recreation-Fall-Winter-Spring-Program-Guide?bidId=.
[63] Carmen Arteaga, "La Casa Verde, La Raza Unida, and the Brown Berets: Community Propelled Groups to Action and Change," 7-10.
[64] Carmen Arteaga, "Carmen Arteaga Oral History Interview – Transcript," June, 9, 2022, interviewed by Deborah Martinez, NEH Grant 2022 – Oral History Interviews, Colorado Chicano Movement Archives, Colorado State University Archives, transcript, 15, https://archives.mountainscholar.org/digital/collection/p17393coll34/id/230/rec/5.
[65] "September 16 In Fotos: Mexican Independence Day," *La Cucaracha*, vol. 3, no. 2, October 2, 1978, Colorado Historic Newspapers, https://www.coloradohistoricnewspapers.org/?a=d&d=LCP19781002-01.1.8&e=-------en-20--1--img-txIN%7ctxCO%7ctxTA-Plaza+Verde-------0--Pueblo----; "Mrs. Bea Roybal of the Eastside," *La Cucaracha*, vol. 5, no. 10, May 9, 1980, Colorado Historic Newspapers, https://www.coloradohistoricnewspapers.org/?a=d&d=LCP19800509-01.1.1&e=-------en-20--1--img-txIN%7ctxCO%7ctxTA-Bea+Roybal+-------0--Pueblo----.

> It was a big deal to celebrate. We're just taking on the concept of resiliency and how our people can overcome adversity and so that's been the layout. I even remember as a kid growing up in the 80s where Cinco de Mayo, I don't know how, the community got it recognized with the district, but it was even considered an excused date for us. So, my brother, my friends and I, we would always have that day off and we would go attend festivities wherever they were. They were held at different parks, they held it, you know, at Mineral Palace Park, I believe in the beginning. Celebrations moved around even Saint Anne's Park, Plaza Verde, you know all that. And so, it's a combination of politicizing our audience and informing them and giving them a voice of what's happening in the community as well as celebrating culture.[66]

Plaza Verde park served as a gathering place where cultural events and celebrations took place. Events included hosting boxing matches in the park as part of the activities in celebration of Mexican Independence Day. An entire ring would be set up in the middle of the park where local boxers would register to participate in the sport in front of the entire community. In an article on the sporting events of Mexican Independence Day in 1978, *La Cucaracha* reported that "Trophies were awarded to the victors in many different events enjoyable to all ages." Basketball games were also held during celebrations, in which local youth teams played against each other.[67]

Music was another important aspect of celebrations and social gatherings held by Pueblo's East Side community at Plaza Verde Park. In many cases, the marching bands of the community's secondary schools would play music for events held in the park. In other cases, local musicians would offer to play events as well. A well-known community musician and Chicano activist in Pueblo, Francisco Coca, also played at many events and celebrations in Plaza Verde Park. In an article describing Francisco Coca's life published in 1988, *The Chieftain* describes how he brought traditional music to these events. At Cinco de Mayo events, Francisco Coca and his family would play for the crowds that had gathered in the park. The article describes, "La Familia Coca, the name the family uses as entertainers, features several guitars, a saxophone, trumpets and a tambourine. The music is a mixture of 'old timers,' including songs from the Mexican Revolution of 1910, and contemporary songs like 'Compesino,' (farmworker) and 'Learn to Read' from the Nicaraguan revolution."[68] Music became an



*Figure 4 Cinco de Mayo, Plaza Verde Park, 2026. Courtesy of the Assistant Director of El Pueblo History Museum, Lorrie Marquez.*

[66] Denise Torrez, "Denise Torrez Oral History Interview – Transcript," interview by Carmen Arteaga, June 13, 2022, NEH Grant 2022 – Oral History Interviews, Colorado Chicano Movement Archives, Colorado State University of Pueblo, transcript, 2, https://archives.mountainscholar.org/digital/collection/p17393coll34/id/431/rec/3.
[67] "September 16 In Fotos: Mexican Independence Day."
[68] Juan Espinosa, "Musician, Activist: Francisco Coca Brings Decades of Tradition to Festivities," *The Chieftain*,

incredibly important part of community celebrations and gatherings at Plaza Verde Park.



*Figure 5 Dia de Los Muertos Mariachi, Plaza Verde Park, 2024. Courtesy of the Assistant Director of El Pueblo History Museum, Lorrie Marquez*

Plaza Verde Park historically served the community of Lower East Side Pueblo and continues to act as a place of gathering and site of celebration and remembrance. The events that have been held here since its early construction began in 1973 promoted the cohesion of the neighborhood, and provided a safe space for the Chicano community to celebrate their heritage and to offer cultural education to local youth. The park continues to hold this significance to local residents.




*Figure 6 Cinco de Mayo, Plaza Verde Park, 2026. Courtesy of the Assistant Director of El Pueblo History Museum, Lorrie Marquez.*

May 5, 1988, Colorado State University Pueblo, Garcia Family Papers, EGAR B. 3, F 10, Chicano and Latino History Project, https://latinohistoryproject.org/item/article-about-francisco-coca-musician-and-activist-and-his-family-1988/.

*Early Development of Pueblo's East Side Neighborhood*

East Pueblo was first developed in the late nineteenth century by Lewis/Louis Conley. He and three other builders were responsible for much of the city's development; however, Conley spent much of his focus on the East Side neighborhood. Conley is responsible for the Conley Addition, which platted and recorded the land of the East Side Pueblo neighborhood. Much of the land Conley purchased had been homestead claims, which included large portions of what would become Pueblo's East Side.[69]

Many of the adobe residences constructed during this initial development still stand and represent some of the oldest buildings in the city. After incurring losses to his wealth in 1873 due to an economic recession, Conley left Pueblo and development stalled for nearly a decade. Over time, the East Side neighborhood was predominantly settled by Pueblo's working-class communities.[70]

In 1875, East Side Pueblo had become Pueblo's Fifth Ward and gained a representative on the city council; however, the physical boundary of Fountain Creek also became a political and social boundary, where the needs of the community were often ignored by the city government. Beginning at this shift, East Pueblo was differentiated from what many described as "Pueblo Proper" encompassing all communities located west of Fountain Creek. After the economic recession of 1873, developers working in East Pueblo, such as the Pueblo Building & Improvement Company led by Colonel M.H. Fitch and Ferd Barndollar, continued to appeal to working classes. At the same time, these developers were planning subdivisions in Pueblo's North Side neighborhood that catered towards the city's wealthy. While the East Side neighborhood was given less infrastructure, consisting of smaller building construction and less emphasis on landscaping, the North Side neighborhood was planned with graded streets, planted trees, and grandiose houses that were meant to appeal to wealthy residents, creating further disparity between neighborhoods.[71]

The years from 1887 to 1890 saw a vast expansion of the subdivisions of Pueblo's East Side. In 1888, the East Heights subdivision was further platted by the Pueblo Land & Improvement Company, which became the neighborhoods largest subdivision. The entire subdivision encompassed over twenty-four blocks from Beech Street to Twenty-Second Street. Donald Fletcher was one of the largest stakeholders in the East Pueblo Heights subdivision. He planned the subdivision for working class communities, parceling out small and affordable lots. Fletcher also had a hand in building Mineral Palace in Pueblo's North Side neighborhood as a means to attract wealthy residents to that area, away from the East Side. He was a successful real estate

[69] Jeffrey DeHerrera and Adam Thomas, Historitecture, L. L. C., *A Place Set Apart: The History and Architecture of Pueblo's East Side Neighborhood* (Pueblo, Colorado: City of Pueblo, 2009), 27-28; The history of Pueblo's overall development and East Side neighborhood is referenced from the research of DeHerrera and Thomas's work, *A Place Set Apart: The History and Architecture of Pueblo's East Side Neighborhood*, as it is the most comprehensive study of the history of architecture and settlement in Pueblo. The authors and their work are cited accordingly.
[70] DeHerrera and Thomas, Historitecture, L. L. C., *A Place Set Apart: The History and Architecture of Pueblo's East Side Neighborhood*, 27-33.
[71] DeHerrera and Thomas, Historitecture, L. L. C., 27-33.

developer in Pueblo "because he understood the local and even neighborhood real estate markets wherever he invested. Thus, he designed the Pueblo Heights subdivision with small and affordable lots for the working class."[72]

In 1888, Benjamin Mattice filed the Mattice Addition with the city, which later became known as Pueblo's Lower East Side. During this time, Pueblo's wealthy began settling in Pueblo's North Side neighborhood with construction of the Hillcrest Mansion in 1882 and Rosemont Mansion in 1893. The architecture of Pueblo's East Side continued to trend towards smaller residential buildings with late Victorian features and ornamentation.[73] By 1893, half of the population of the Mattice Addition were employed at the Pueblo Smelting & Refining Company or worked for one of the railroads. The Mattice Addition became densely populated within five years. The population growth also resulted in further development of early services in the area such as grocery stores, barbershops, and churches. Due to these early developments, Pueblo's East Side neighborhood attracted many different communities and the East Side neighborhood thus "remained Pueblo's most mixed-ethnicity, mixed-class neighborhood for most of its history."[74]

*Redlining in Pueblo's East Side Neighborhood*

Settlement in the City of Pueblo was defined by a discriminatory practice referred to as redlining. Redlining was developed from the Great Depression and used by local bankers, realtors, and real estate experts to establish ethnically and racially segregated neighborhoods across the United States. Maps were made in this practice to assess risk in home buyers to acquire opportunities such as home loans, mortgages, insurance, and many other financial services. Despite this assertion, people's financial qualifications and credit were never considered. Instead, redlining was an ethnic and race based system that sought to keep neighborhoods segregated in cities around the country.[75] As described by Dawn DiPrince, President and Chief Executive Officer and State Historic Preservation Officer:

> Realtors deliberately maintained the ethnic and class purity of neighborhoods deemed 'best' and 'desirable' and filled with a 'good class of citizens.' The system worked so well because residents also enforced this segregation by establishing homeowners' covenants to prohibit demographic diversity, excluding racial and ethnic minorities, immigrants and working class people from their neighborhoods.[76]

[72] DeHerrera and Thomas, Historitecture, 33-41.
[73] DeHerrera and Thomas, Historitecture, L. L. C., *A Place Set Apart: The History and Architecture of Pueblo's East Side Neighborhood*, 28-33.
[74] DeHerrera and Thomas, Historitecture, L. L. C., *A Place Set Apart: The History and Architecture of Pueblo's East Side Neighborhood*, 41, 44-48.
[75] Dawn DiPrince, "Seeing Red: The Unethical Practice of Redlining in Pueblo," History Colorado, January 29, 2019, https://www.historycolorado.org/story/colorado-voices/2019/01/29/seeing-red-unethical-practice-redlining-pueblo.
[76] DiPrince.

The term "redlining" comes from the maps made that highlighted "hazardous neighborhoods" in a red/pink shade to indicate addresses, and therefore families, who were denied home ownership and/or property in specific neighborhoods. In this system, neighborhood's deemed "hazardous" experienced divestment from city officials which created a cycle of these neighborhoods being underfunded. Redlined neighborhoods received no investment for infrastructure, being left without paved streets, sidewalks, safe recreational spaces, and basic safety needs such as storm water drainage and plumbing.[77] Redlining was encouraged at the highest levels of government in the United States. The Federal Reserve and Federal Housing Administration (FHA) were charged during the Great Depression to ensure loans as part of the residential mortgage system were stable.[78] As part of this, *Federal Reserve History* describes:

> The FHA began redlining at the very beginning of its operations in 1934, as FHA staff concluded that no loan could be economically sound if the property was located in a neighborhood that was or could become populated by Black people, as property values might decline over the life of 15 to 20 year loans they were attempting to standardize. For example, 1938 Underwriting Manuals emphasized the negative impact of 'infiltration of inharmonious racial groups' on credit risk. To limit that risk, it recommended restrictive covenants that prohibit 'the occupancy of properties except by the race for which they are intended.'[79]

Several of Pueblo's neighborhoods were subject to relining. This includes Pueblo's Lower East Side community, marked as D6 and shaded in red/pink on a 1930 reality map of the City of Pueblo. The key delineates all class D neighborhoods as "hazardous" (see **Figure 1** for 1930 Redline Map of Pueblo). All class A, class B, and class E were labeled as "best," "still desirable," and "business and commercial." Class C properties were labeled as "definitely declining."[80] The historical descriptions that accompany the map use offensive and racist language to describe populations of class C and class D neighborhoods comprised of primarily Latino, Hispano, African American, Italian, and Slavic groups.[81] Historically redlined neighborhoods in the City of Pueblo still experience the effects of this system, even after the Fair Housing Act outlawed redlining in 1968. Relining prevented many families from garnering generational wealth from home equity, as well as caused severe delays in infrastructure in several neighborhoods. The history of Plaza Verde Park is deeply connected to the history of redlining in Pueblo's Lower East Side neighborhood.[82] Because the city refused to invest in recreational spaces in the neighborhood, organizations such as Las Madres de la Casa Verde took it upon themselves to advocate for their community. It is the activism of several community groups in Pueblo who instigated change in the mid-to-late twentieth century.

[77] DiPrince.
[78] "Redlining," Federal Reserve History, June 2, 2023, https://www.federalreservehistory.org/essays/redlining.
[79] Redlining.
[80] Reality Map of Pueblo, reproduced from unclassified/declassified holdings of the National Archives, box 39, 1930.
[81] "Description of Areas," Reality Map of Pueblo, reproduced from unclassified/declassified holdings of the National Archives, box 39, 1930.
[82] DiPrince, "Seeing Red: The Unethical Practice of Redlining in Pueblo."

*History of Park Development in East Side Pueblo*

The desire for public parks was revitalized in 1896, not only in Pueblo, but nationally, after the unveiling of the Beaux Arts inspired White City at the 1893 Chicago World Columbian Exposition. It inspired the City Beautiful Movement, which in turn influenced cities across the country to create their own parks and boulevards. Local civic leaders and members of the Ladies Parks and Improvement Association such as Charles Gast, W.D. Latshaw, and H.W. Mitchell met with the Pueblo Chamber of Commerce to discuss the establishment of a city parks system. The Ladies Parks and Improvement Association presented a plan to create four park districts within the city; one was to be located at the highest point of Pueblo's East Side neighborhood. Their plan was accepted by the city government and Mitchell Park was established in Pueblo's East Side.[83]

Although some amenities were added in the 1930s by the Works Project Administration, such as a wading pool, tennis court, and basketball court, the East Side neighborhood was often last to receive new amenities, updates, or repairs. As described, East Side Pueblo was not only separated physically from the rest of the city, but there was also a political and social boundary that has led to ethnic, racial, and social discrimination and segregation. For example, City Park received a swimming pool in 1957, followed by Mineral Palace Park in 1963, and Minnequa Park in 1965. The East Side's Mitchell Park did not receive a public pool until 1976. Although Mitchell Park existed in East Side Pueblo, it was difficult for many residents to use, as it was set far apart from most of the community.[84] Pueblo's Lower East Side neighborhood did not have a park until Plaza Verde Park was established in the 1970s.

*Chicano Movement in Pueblo, Colorado*

The Chicano Civil Rights Movement began in the 1960s and was a multifaceted social and political movement that sought to protect the labor rights of farm workers, reclaim stolen land, expand economic opportunity, create educational reform, and to bolster the rights of women in their communities. Early strategies of mobilization and protest included utilizing regional community networks to gain political power. Chicano Movement leaders sought the formation of an independent political party that addressed the needs of their communities. The 1960s created significant shifts in the social and political fabric of the United States. In part, these shifts were inspired by the war in Vietnam. Groups across the country began to question the United States' role in world affairs and the country's exploitation of people abroad. These sentiments quickly sparked shifts on the domestic front as well, where underrepresented groups across the nation began to organize in mass for social change. The Chicano Movement was a struggle for civil rights in the United States where Latino communities had historically and continuously experienced land theft, economic inequality, segregation, deprivation of cultural education,

[83] DeHerrera and Thomas, Historitecture, L. L. C., *A Place Set Apart: The History and Architecture of Pueblo's East Side Neighborhood*, 87-88; The history of Pueblo's overall development and East Side neighborhood is referenced from the research of DeHerrera and Thomas's work, *A Place Set Apart: The History and Architecture of Pueblo's East Side Neighborhood*, as it is the most comprehensive study of the history of architecture and settlement in Pueblo. The authors and their work are cited accordingly.
[84] DeHerrera and Thomas, Historitecture, L. L. C., 87-88.

forced loss of language, and mass incarcerations. Several organizations, led by significant activists and leaders, formed to address and combat these oppressive systems and from this period, the Chicano Movement spread across the country and created social change.[85]

The Chicano Movement in Pueblo was influenced by the momentum of the Civil Rights Movements happening throughout the United States. In the 1960s, the population of Pueblo was approximately 125,000. Of the population, 31,800 were recorded as being of Latino heritage. Racial discrimination and systemic inequality was reflected by city records, which indicate a majority of school dropouts, welfare recipients, and incarcerations were those of Latino heritage when compared to the entire population of the city during the decade of the 1960s. In his work, "The Chicano Wars," Instructor David Marquez of the University of Southern Colorado recounts:

> A general overview of the discrimination existing in Pueblo can be demonstrated by analyzing employment statistics for Pueblo's School District 60. In 1968, the District employed 1,847. Only 125, or 6.7%, were Spanish surnamed. Of that total, 23.2% were maintenance workers, clerical help, and teacher aides. Most Chicano children completed a full 12-year course of study never having been exposed to a Chicano teacher.[86]

The initial leaders of the Chicano Movement in Pueblo were students influenced by the call for social change developing in the 1960s. Alberto Gurule was one of these early Chicano leaders that helped spark the movement.[87] Gurule worked as a caseworker for the Pueblo County Welfare Department. During his time there, he received a full salary education leave to study at the University of Denver. In 1968, Gurule received his Master's Degree in social work. It was at this time that he became heavily involved in the Chicano Movement in Pueblo and began organizing the community to spark change within the city. Gurule's strategy for change was dependent on student participation. He based mobilization of students on the walkouts occurring across the Southwest. At Southern Colorado State College, Gurule sponsored a Chicano student organization called Movimiento Estudiantil Chicano de Aztlan (MECHA). This organization linked with the Pueblo G.I. Forum, Pueblo Welfare Rights Organization, and Legal Services of Pueblo and planned their first demonstrations in Pueblo stores, schools, universities.[88]

Gurule, with the support of several Pueblo based Chicano organizations, incited the community to picket local Safeway stores beginning on December 12, 1969. This was in support of Caesar Chavez's "La Causa." The national movement observed a grape boycott in protest of the treatment of farmworkers. The demonstrations carried out by Gurule against Safeway were the beginnings of the Chicano Movement in Pueblo. From these initial protests, students became

[85] Zaragosa Vargas, *Crucible of Struggle: A Brief History of Mexican Americans from Colonial Times to the Present* (New York: Oxford University Press, 2011), 306-307.
[86] David Marquez, "The Chicano Wars: The Advent of the Chicano Movement in Pueblo, Colorado," 1983, Colorado Chicano Movement Archives, Colorado State University-Pueblo, David Marquez Papers; Series I: Manuscripts, 1-3, https://archives.mountainscholar.org/digital/collection/p17393coll34/id/0/rec/11.
[87] Southern Colorado State College in Pueblo is now known as Colorado State University.
[88] Marquez, "The Chicano Wars: The Advent of the Chicano Movement in Pueblo, Colorado," 2-5.

more involved in organizations such as MECHA and further boycotts were planned. Following the national boycott against Coors Beer, whose factories implemented racist hiring policies, MECHA organized their own boycotts in Pueblo. The student organization chose the Southern Colorado State University pub, which served Coors beer, for their protest. It offered a central and accessible location for Chicano students to gather. The students blocked the entrance to the pub and refused to allow employees or customers to enter. Over fifteen demonstrators were arrested. Among those arrested included Gurule. The college placed a restraining order on all forty-three demonstrators.[89]

After Gurule was arrested, he went on to work with the Social Services of Pueblo United in the East Side La Casa Verde area. His primary role was to work with Chicano youth. While there, Gurule established a youth organization, the Black Berets, at a local community center called La Casa Verde that was based upon the Brown Berets in Los Angeles. They created a Black Beret Creed that honored their commitment to the cause. The creation of this youth organization triggered significant controversy in Pueblo. In retaliation, boycotts ensued by Pueblo's Anglo residents and funding revenues to the United Fund, which sponsored Social Services of Pueblo United, were pulled. This included significant contributions made by Colorado Fuel and Iron. Despite this, Social Services of Pueblo United supported Gurule and he continued in his role. Gurule tied the Black Berets to MECHA and connected members to programs for scholarships. However, even with the continued support of the Social Services of Pueblo United, he was ultimately forced to resign.[90]

Gurule continued to be a prominent activist in the Chicano Movement, but shifted his focus towards working with Rodolfo "Corky" Gonzales to develop Colorado's La Raza Unida Party. At this juncture in Pueblo's Chicano Movement, students took full leadership and began organizing their own demonstrations. Focus shifted towards education. Inspired by the walkout in East Los Angeles, students in Pueblo organized a walkout of their own in District 60.[91]

Demonstrations by Chicano students in District 60 schools in Pueblo were motivated to act due to the lack of representation they received in schools. Educators, such as Carmen Serna, wife of Chicano leader Martín Serna, worked to promote bilingual-bicultural curriculum in the district; however, these attempts were often met with retaliation and anonymous threats. The lack of education representing Chicano history and heritage motivated students to organize. During the 1972-1973 school year, dozens of Chicano students were arrested or suspended from Centennial and East High Schools for demonstrations and walk outs. Parents, fearful that their children would be hurt by armed police at the schools, began patrolling the halls. The community, with the support of the Brown Berets, formed the Chicano Barrio Education Committee to challenge the school board to increase representation of Chicano students. In 1973, the committee submitted a list of recommendations to the school board that included hiring more Chicano educators and administrations as well as offering Chicano studies, and bilingual-bicultural curriculum. The community continued to advocate for the implementation of these measures at

[89] Marquez, 5-9.
[90] Marquez, 9-14.
[91] Marquez, 16-17.

school board meetings and through demonstrations. It was not until 1974 that the school board created a long range plan for the implementation of these items. The school board, however, was not reporting their compliance to the Chicano community. It was at this point that Al Gurule stepped in to fight for the right of La Raza Unida and the Chicano Barrio Education Committee be involved in monitoring District 60's compliance with the Civil Rights Act of 1964. Chicano students, parents, and community and political organizations changed education through their activism in Pueblo to include representation of their community.[92]

Several community organizations also formed in Pueblo as part of the Chicano Movement to combat the disproportionate amount of Latino and Chicano men being drafted for the Vietnam War, police brutality, and economic discrimination. These groups included those such as the Brown Berets and Las Madres de la Casa Verde, as well as La Gente Por La Raza. La Gente was formed by several prominent community members including Benny and Walter Valdez, and John and Dario Madrid. La Gente worked with El Centro del Quinto Sol, a community center in Pueblo's Lower East Side neighborhood, as well as offered support for Plaza Verde Park, and focused much of their initial work fighting police brutality in Pueblo as well as economic discrimination. They provided support to Chuck Salazar, standing accused of first degree murder, who, through the support of La Gente and the community, was charged with a lesser sentence and later released. La Gente offered their support to Pueblo's Chicano communities in several ways such as fighting for water access and sewer systems in Pueblo's Lower East Side neighborhood and preventing the city from destroying people's homes in the area in the late 1960s and early 1970s. La Gente also provided security at events such as Cinco de Mayo and for families facing threats for their activism, as well as later in the 1980s providing avenues for youth sports in the area. Several groups in Pueblo, such as La Gente, formed to protect their communities from discriminatory systems.[93]

Organizers and activists in Pueblo also supported the larger farmworkers movement spreading throughout the United States. In Colorado, the movement focused on the boycott of lettuce, calling for better conditions for farmworkers who worked in the industry. Several activists in Center, Colorado, located in the heart of the San Luis Valley, had exposed inhumane working conditions for farmworkers employed in the lettuce fields as well as the lack of compensation they received for their work. In 1970, the Chicano community in Pueblo planned a massive march of over 110 miles to the Denver capitol to make their cause known. Several prominent Chicano activist were present including lettuce boycott leader Magdaleno "Len" Avila, and several La Raza Unida candidates including Patricia Gomez, Martín Serna, and Albert Gurule. The Brown Berets and the Crusade for Justice also joined the march to Denver. Pueblo was consistently connected to the larger fabric of the Chicano Civil Rights Movement across the state

[92] Carmen Arteaga, "La Casa Verde, La Raza Unida, and the Brown Berets: Community Propelled Groups to Action and Change," in *El Movimiento de Pueblo: An Anthology of Chicana and Chicano Activism*, edited by Rita J. Martínez, Deborah Martínez Martínez, Pablo Mora, Juan Espinosa (Vanishing Horizons, LLC: Pueblo, 2016) 13-16.
[93] Pablo Carlos Mora, "La Gente Por La Raza, La Gente Youth Sports Action and Recreation," in *El Movimiento de Pueblo: An Anthology of Chicana and Chicano Activism*, edited by Rita J. Martínez, Deborah Martínez Martínez, Pablo Mora, Juan Espinosa (Vanishing Horizons, LLC: Pueblo, 2016) 27-30.

and country, whereby groups and organizations offered each other support for sweeping change.[94]

For the sheer amount of activism that took place in Pueblo during the height of the Chicano Movement, it is nearly impossible to summarize all contributions to the cause in the 60', 70', and 80' here. Crucial development such as the advent of Chicano media in newspapers like *La Cucaracha* helped spread the word of the movement, as well as several community organizations focusing on access to health, housing discrimination, and bias in the legal system. Several pivotal rallies took place in Pueblo's parks, community centers, and churches, including the national rally for Kiko Martinez at St. Leander Parish. Other important developments included the fight for healthcare in Pueblo's Latino and Chicano Communities and access to business opportunities. Pueblo was one of the major centers of the Chicano Movement in Colorado, and this narrative is evident in the activism of various organizations, groups, and communities throughout the city.[95]

[94] Rick C. Archuleta Jr., "Farmworkers' Plight: Pueblo to Denver March Draws Support from Many Quarters," in *El Movimiento de Pueblo: An Anthology of Chicana and Chicano Activism*, edited by Rita J. Martínez, Deborah Martínez Martínez, Pablo Mora, Juan Espinosa (Vanishing Horizons, LLC: Pueblo, 2016) 43-46.
[95] See Dr. Richard Rivera, "Pueblo Neighborhood Health Centers: Harvard Graduate Upsets Medical Establishment," 58-68, Joe T. Ulibarri and Lenny Valdez, "El Movimiento in Business," 91-96, Joe T. Ulibarri, "Pueblo Movimiento Legal Activities," 81-90, Walter L. Gerash, "When the Adversary System Turns Adversary," 69-80 in *El Movimiento de Pueblo: An Anthology of Chicana and Chicano Activism*, edited by Rita J. Martínez, Deborah Martínez Martínez, Pablo Mora, Juan Espinosa (Vanishing Horizons, LLC: Pueblo, 2016).

## 9. Major Bibliographical References

**Bibliography** (Cite the books, articles, and other sources used in preparing this form.)

Archuleta Jr., Rick C. "Farmworkers' Plight: Pueblo to Denver March Draws Support from Many Quarters." In *El Movimiento de Pueblo: An Anthology of Chicana and Chicano Activism*. Edited by Rita J. Martínez, Deborah Martínez Martínez, Pablo Mora, Juan Espinosa. Vanishing Horizons, LLC: Pueblo, 2016.

Arteaga, Carmen. "Carmen Arteaga Oral History Interview – Transcript." June, 9, 2022. Interviewed by Deborah Martinez NEH Grant 2022 – Oral History Interviews, Colorado Chicano Movement Archives, Colorado State University Archives. Transcript. https://archives.mountainscholar.org/digital/collection/p17393coll34/id/230/rec/5.

Arteaga, Carmen. "La Casa Verde, La Raza Unida, and the Brown Berets: Community Propelled Groups to Action and Change." In *El Movimiento de Pueblo: An Anthology of Chicana and Chicano Activism*. Edited by Rita J. Martínez, Deborah Martínez Martínez, Pablo Mora, Juan Espinosa. Vanishing Horizons, LLC: Pueblo, 2016.

"Battle over Mural at Plaza Verde Park Back to Ground Zero." *The Pueblo Chieftain*, November 16, 2007. https://www.chieftain.com/story/news/2007/11/17/battle-over-mural-at-plaza/8452444007/.

"Cartas." *La Cucaracha*, no. 3, August 2, 1976, Colorado Historic Newspapers. https://www.coloradohistoricnewspapers.org/?a=d&d=LCP19760802-01.2.15&srpos=16&e=-------en-20--1--img-txIN%7ctxCO%7ctxTA-Plaza+Verde-------0--Pueblo----.

"Celebrities Attend 'Longest Walk' Rallies." *The Arrow – CSU Pueblo*, vol. 7, no. 24, April 6, 1978, Colorado Historic Newspapers. https://www.coloradohistoricnewspapers.org/?a=d&d=ARW19780406-01.1.4&e=-------en-20--1--img-txIN%7ctxCO%7ctxTA-Plaza+Verde+Park-------0--Pueblo----.

"Chicano Art worth Community Support." *La Cucaracha*, vol. 3, no. 7, July 3, 1978, Colorado Historic Newspapers. https://www.coloradohistoricnewspapers.org/?a=d&d=LCP19780703-01.1.6&e=-------en-20--1--img-txIN%7ctxCO%7ctxTA-Leo+Lucero-------0--Pueblo----.

Cinco de Mayo, Plaza Verde Park, 2026, and Dia de Los Muertos Mariachi, Plaza Verde Park, 2024. Medium: photographs. Courtesy of Assistant Director of El Pueblo History Museum, Lorrie Marquez.

City of Pueblo Parks and Recreation, "Plaza Verde Park: Mother of La Casa Verde," Infographic, n.d.

"Community Murals across Colorado by Chicano/a Artists Named among America's 11-Most Endangered Historic Places." *History Colorado*, May 4, 2022. https://www.historycolorado.org/press-release/2022/05/04/community-murals-across-colorado-chicanoa-artists-named-among-americas-11.

"Description of Areas." Reality Map of Pueblo, reproduced from unclassified/declassified holdings of the National Archives, box 39. 1930.

DiPrince, Dawn. "Seeing Red: The Unethical Practice of Redlining in Pueblo." History Colorado, January 29, 2019. https://www.historycolorado.org/story/colorado-voices/2019/01/29/seeing-red-unethical-practice-redlining-pueblo.

Google Satellite Images, Plaza Verde Park, 800 E Ash Street, 2007-2022.

Gerash, Walter L. "When the Adversary System Turns Adversary." In *El Movimiento de Pueblo: An Anthology of Chicana and Chicano Activism*. Edited by Rita J. Martínez, Deborah Martínez Martínez, Pablo Mora, Juan Espinosa. Vanishing Horizons, LLC: Pueblo, 2016.

Harmon, Tracy, "Last Vicla Ride Honors Pueblo Muralist Who Immortalized Homicide Victim." *The Pueblo Chieftain*. June 23, 2020. https://www.chieftain.com/story/news/local/2020/06/23/last-vicla-ride-honors-pueblo-muralist-who-immortalized-homicide-victim/113419360/.

"In Plaza Verde Park New Mural Appears." *La Cucaracha*, vol. 3, no. 7, July 3, 1978, 2, 11, Colorado Historic Newspapers. https://www.coloradohistoricnewspapers.org/?a=d&d=LCP19780703-01.1.2&e=-------en-20--1--img-txIN%7ctxCO%7ctxTA-Leo+Lucero-------0--Pueblo----.

"Indios," *La Cucaracha*, vol. 6, no. 3, January 23, 1981, Colorado Historic Newspapers. https://www.coloradohistoricnewspapers.org/?a=d&d=LCP19810123-01.1.26&e=-------en-20--1--img-txIN%7ctxCO%7ctxTA-The+Longest+Walk-------0--Pueblo----.

Steve Lucero, "The Mural Project 2012 at Plaza Verde Park/Lower Eastside" oral history, conducted with Dianne Archuleta, History Colorado, pdf format, February 27, 2026 [photographs courtesy of Steve Lucero and El Pueblo History Museum from this document].

Madrid, Dario. "Dario Madrid Oral History Interview – Transcript." June 27, 2022. Interviewed by Deborah Martinez, NEH Grant 2022 – Oral History Interviews, Colorado Chicano Movement Archives, Colorado State University Pueblo. Transcript. https://archives.mountainscholar.org/digital/collection/p17393coll34/id/395/rec/1.

Marquez, David. "The Chicano Wars: The Advent of the Chicano Movement in Pueblo, Colorado." 1983. Colorado Chicano Movement Archives, Colorado State University-Pueblo, David Marquez Papers; Series I: Manuscripts. https://archives.mountainscholar.org/digital/collection/p17393coll34/id/0/rec/11.

Montoya, Eva. "Plaza Verde Park Built Where Flood Destroyed Homes." *The Pueblo Chieftain*, August 10, 2006. https://www.chieftain.com/story/news/2006/08/10/plaza-verde-park-built-where/8688686007/.

Mora, Pablo Carlos. "La Gente Por La Raza, La Gente Youth Sports Action and Recreation." In *El Movimiento de Pueblo: An Anthology of Chicana and Chicano Activism*. Edited by Rita J. Martínez, Deborah Martínez Martínez, Pablo Mora, Juan Espinosa. Vanishing Horizons, LLC: Pueblo, 2016.

"Mrs. Bea Roybal of the Eastside." *La Cucaracha*, vol. 5, no. 10, May 9, 1980, Colorado Historic Newspapers. https://www.coloradohistoricnewspapers.org/?a=d&d=LCP19800509-01.1.1&e=-------en-20--1--img-txIN%7ctxCO%7ctxTA-Bea+Roybal+-------0--Pueblo----.

"New Developments en Pueblo Marked Growth of Grassroots Organizations." *La Cucaracha*, vol. 5, no. 1, January 9, 1980, Colorado Historic Newspapers. https://www.coloradohistoricnewspapers.org/?a=d&d=LCP19800109-01.2.17&srpos=6&e=-------en-20--1--img-txIN%7ctxCO%7ctxTA-Plaza+Verde+Park+murals-------0--Pueblo----.

"Public Hearing Set on CD Funds." *La Cucaracha*, vol. 5, no. 10, May 9, 1980, Colorado Historic Newspapers. https://www.coloradohistoricnewspapers.org/?a=d&d=LCP19800509-01.2.7&srpos=18&e=-------en-20--1--img-txIN%7ctxCO%7ctxTA-%22Plaza+Verde+Park%22-------2------.

Pueblo County Assessor, Plaza Verde Park Records.

Reality Map of Pueblo. Reproduced from unclassified/declassified holdings of the National Archives, box 39. 1930.

"Redlining." Federal Reserve History, June 2, 2023. https://www.federalreservehistory.org/essays/redlining.

"Restrooms Needed at Plaza Verde Park." *La Cucaracha*, vol. 4, no. 14, October 23, 1979, Colorado Historic Newspapers. https://www.coloradohistoricnewspapers.org/?a=d&d=LCP19791023-01.2.2&srpos=3&e=--1965-----en-20--1--img-txIN%7ctxCO%7ctxTA-Plaza+Verde-------0--Pueblo----.

Rivera, Dr. Richard. "Pueblo Neighborhood Health Centers: Harvard Graduate Upsets Medical Establishment." In *El Movimiento de Pueblo: An Anthology of Chicana and Chicano Activism*. Edited by Rita J. Martínez, Deborah Martínez Martínez, Pablo Mora, Juan Espinosa. Vanishing Horizons, LLC: Pueblo, 2016.

Pueblo Parks and Recreation. *2017-2018 Fall/Winter/Spring Program Guide*. Pueblo Colorado: Pueblo Parks and Recreation, 2017. https://www.pueblo.us/DocumentCenter/View/17660/2017-2018-Pueblo-Parks-and-Recreation-Fall-Winter-Spring-Program-Guide?bidId=.

"September 16 in Fotos: Mexican Independence Day." *La Cucaracha*, vol. 3, no. 2, October 2, 1978, Colorado Historic Newspapers. https://www.coloradohistoricnewspapers.org/?a=d&d=LCP19781002-01.1.8&e=-------en-20--1--img-txIN%7ctxCO%7ctxTA-Plaza+Verde-------0--Pueblo----.

"September 16, 1976 – Day of Solidarity." *La Cucaracha*, no. 4, October 4, 1976, Colorado Historic Newspapers. https://www.coloradohistoricnewspapers.org/?a=d&d=LCP19761004-01.2.18&srpos=6&e=-------en-20--1--img-txIN%7ctxCO%7ctxTA-Plaza+Verde+Park-------0------.

Statement. "An Account is Overdue," statement issued on May 5, 1972 demanding action regarding recent deaths of Hispanic children. *Chicano & Latino History Project*, University of Colorado Boulder, CSU-P, EGAR, Box 1, Folder 43. https://latinohistoryproject.org/item/statement-an-account-is-overdue/#.

"The Longest Walk, 1978." *The Struggle for Sovereignty: American Indian Activism in the Nation's Capital, 1968-1978*, National Park Service, 2024. https://www.nps.gov/articles/000/longest-walk.htm.

Torrez, Denise. "Denise Torrez Oral History Interview – Transcript." Interview by Carmen Arteaga, June 13, 2022, NEH Grant 2022 – Oral History Interviews, Colorado Chicano Movement Archives, Colorado State University of Pueblo. Transcript. https://archives.mountainscholar.org/digital/collection/p17393coll34/id/431/rec/3.

Ulibarri, Joe T. "Pueblo Movimiento Legal Activities." In *El Movimiento de Pueblo: An Anthology of Chicana and Chicano Activism*. Edited by Rita J. Martínez, Deborah Martínez Martínez, Pablo Mora, Juan Espinosa. Vanishing Horizons, LLC: Pueblo, 2016.

Ulibarri, Joe T., and Lenny Valdez. "El Movimiento in Business." In *El Movimiento de Pueblo: An Anthology of Chicana and Chicano Activism*. Edited by Rita J. Martínez, Deborah Martínez Martínez, Pablo Mora, Juan Espinosa. Vanishing Horizons, LLC: Pueblo, 2016.

Vargas, Zaragosa. *Crucible of Struggle: A Brief History of Mexican Americans from Colonial Times to the Present*. New York: Oxford University Press, 2011.

**Previous documentation on file (NPS):**

____ preliminary determination of individual listing (36 CFR 67) has been requested
____ previously listed in the National Register
____previously determined eligible by the National Register
____designated a National Historic Landmark
____ recorded by Historic American Buildings Survey #_____
____recorded by Historic American Engineering Record # _____
____ recorded by Historic American Landscape Survey # _____

**Primary location of additional data:**

____ State Historic Preservation Office
_X__ Other State agency
____ Federal agency
____ Local government
_X__ University
____ Other
Name of repository: _El Pueblo History Museum (History Colorado), Colorado State University Pueblo, and Chicano and Latino History Project, University of Colorado Boulder

**Historic Resources Survey Number (if assigned): _____**

**10. Geographical Data**

**Acreage of Property** 7.84 acres_____

Use either the UTM system or latitude/longitude coordinates

**Latitude/Longitude Coordinates**
Datum if other than WGS84:_____
(enter coordinates to 6 decimal places)

1. Latitude: 38.266004° Longitude: -104.598113°
2. Latitude: 38.266169° Longitude: -104.598122°
3. Latitude: 38.266248° Longitude: -104.595138°
4. Latitude: 38.264157° Longitude: -104.595012°
1. Latitude: 38.265734° Longitude: -104.597461°

**Or**
**UTM References**
Datum (indicated on USGS map):

[ ] NAD 1927 or [X] NAD 1983

| | | |
|---|---|---|
| 1. Zone: 13S | Easting: 535153.00 m E | Northing: 4235407.00 m N |
| 2. Zone: 13S | Easting: 535156.00 m E | Northing: 4235424.00 m N |
| 3. Zone: 13S | Easting: 535417.00 m E | Northing: 4235434.00 m N |
| 4. Zone: 13S | Easting: 535429.00 m E | Northing: 4235202.00 m N |

**Verbal Boundary Description** (Describe the boundaries of the property.)

The park boundary is comprised of parcels 0431402001, 0431411001, the northeast corner of parcel 0431412001, 0431401001, and 0431401002. To the north, the resource boundary follows East Ash Street where it connects to South Hudson Avenue. It then trends south following South Hudson Avenue. At the corner of parcels 0431411001, it trends northwest along the floodplain of Fountain Creek and shifts north where the boundary connects to the intersection of South Fountain Avenue and East Ash Street. This includes parts of blocks 29, 30, 31, and 32.[96] See attached **Sketch Map**.

**Boundary Justification** (Explain why the boundaries were selected.)

The boundary encompasses all contributing resources historically associated with the significance of the property.

[96] Pueblo County Assessor, Plaza Verde Park Records.

## 11. Form Prepared By

name/title: _Layla Anzelc-Tolain/Colorado Heritage for All Research Fellow_____
organization: _History Colorado_____
street & number: _1200 Broadway_____
city or town: _Denver_____ state: _Colorado____ zip code: _80203_____
e-mail_anzelc-tolian.layla@state.co.us_____
telephone: _719-850-3756_____
date: _1/8/2026_____

### Contributors

name/title: _Dianne Archuleta/Director of El Pueblo History Museum_____
organization: History Colorado_____

name/title: _Carmen Arteaga/Retired Pueblo Educator and Advocate

name/title: _Dawn DiPrince/CEO and State Historic Preservation Officer_____
organization: _History Colorado_____

name/title: _Dr. Lindsey Flewelling/Certified Local Government (CLG) Coordinator
organization: History Colorado_____

name/title: _Dr. Malinalli Leyva/Research Fellow_____
organization: History Colorado_____

name/title: _Steve Lucero/Eastside Commission

name/title: _Dr. Lorrie Marquez/Assistant Director of the El Pueblo History Museum
organization: History Colorado_____

name/title: _Damion Pechota/Senior State and National Register Historian
organization: History Colorado_____

name/title: _Winter Ruybal/State Historical Fund Grants Engagement Specialist
organization: History Colorado_____

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### Additional Documentation

Submit the following items with the completed form:

- **Maps:** A **USGS map** or equivalent (7.5 or 15 minute series) indicating the property's location.

- **Sketch map** for historic districts and properties having large acreage or numerous resources. Key all photographs to this map.

- **Additional items:** (Check with the SHPO, TPO, or FPO for any additional items.)

**Photographs**

Submit clear and descriptive photographs. The size of each image must be 1600x1200 pixels (minimum), 3000x2000 preferred, at 300 ppi (pixels per inch) or larger. Key all photographs to the sketch map. Each photograph must be numbered and that number must correspond to the photograph number on the photo log. For simplicity, the name of the photographer, photo date, etc. may be listed once on the photograph log and doesn't need to be labeled on every photograph.

**Photo Log**

Name of Property: Plaza Verde Park

City or Vicinity: Pueblo

County: Pueblo State: Colorado

Photographer: Layla Anzelc-Tolian and Dr. Lindsey Flewelling

Date Photographed: 11/26/2024 and 5/20/2026

Description of Photograph(s) and number, include description of view indicating direction of camera:

1 of 41.

| Photograph Key | | |
|---|---|---|
| No. | Dir. Facing | Description |
| 1 | SE | Horseshoe court, grass field |

| | | |
|---|---|---|
| 2 | W | Toward restrooms and handball courts |
| 3 | N | Recreational space (grass field and trees) |
| 4 | S | Levy for Fountain Creek |
| 5 | E | Fountain Creek Trail |
| 6 | NE | Fountain Creek Trail |
| 7 | NW | Fountain Creek Trail |
| 8 | NE | Park Trail, restrooms, gazebo, and playset in background |
| 9 | E | Toward recreational space (grass field and trees) |
| 10 | N | Toward gazebo and playset |
| 11 | SW | Northeast elevation of restroom building, small mural between doors |
| 12 | SW | Northeast elevation of restroom building, close view of small mural between doors |
| 13 | NW | Southeast elevation of restroom building |
| 14 | NE | Southwest elevation of restroom building |
| 15 | SE | Northwest elevation of restroom building, view of Las Madres de la Casa Verde mural |
| 16 | SE | Northwest elevation of restroom building, close view of Las Madres de la Casa Verde mural |
| 17 | N | Toward gazebo and playset |
| 18 | E | Toward horseshoe court |
| 19 | NE | Gazebo |
| 20 | N | Gazebo and park trail |
| 21 | E | Toward gazebo |
| 22 | E | Basketball court in foreground, gazebo in background |
| 23 | W | Basketball court in foreground, handball courts with mural in background |
| 24 | NW | Basketball court in foreground, mural on handball courts in background |
| 25 | S | Painted basketball hoop |
| 26 | N | Painted basketball hoop |
| 27 | S | Northern handball court |
| 28 | SW | Handball courts, murals painted on the outer wall |
| 29 | W | Handball courts, close view of mural painted on outer wall |
| 30 | N | Southern handball court, murals on inner wall |
| 31 | N | Southern handball court, murals on inner wall |
| 32 | NW | Mural on handball court wall, close view of mural on inner wall |
| 33 | NE | Close view of mural on inner wall of handball court |
| 34 | E | Grass field along levy |
| 35 | NE | Southwestern corner of southern handball court |
| 36 | E | Northern handball court, mural on outer wall |
| 37 | E | Close view of mural on outer wall |
| 38 | S | Mural on outer wall of handball courts |
| 39 | S | Northern handball court, murals on the inner walls (2026 mural changes) |
| 40 | S | Northern handball court, murals on inner walls (2024 murals) |
| 41 | E | Northern handball court, mural on inner wall |

Plaza Verde Park
Name of Property

Pueblo
County and State

# Photograph Locations Map (see photograph key)



Plaza Verde Park
Name of Property

Pueblo
County and State

# Map of Site



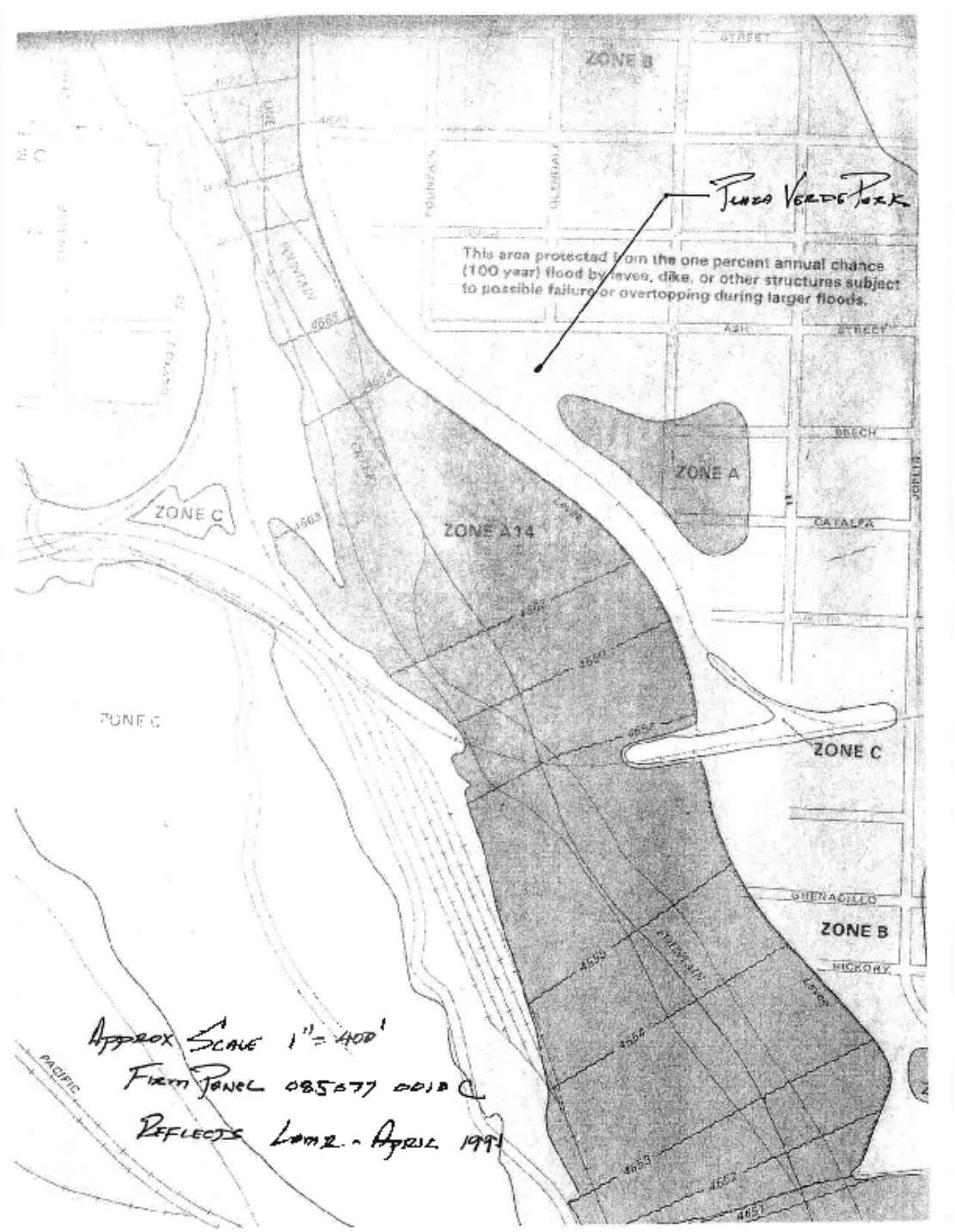
Plaza Verde Park
Name of Property

Pueblo
County and State

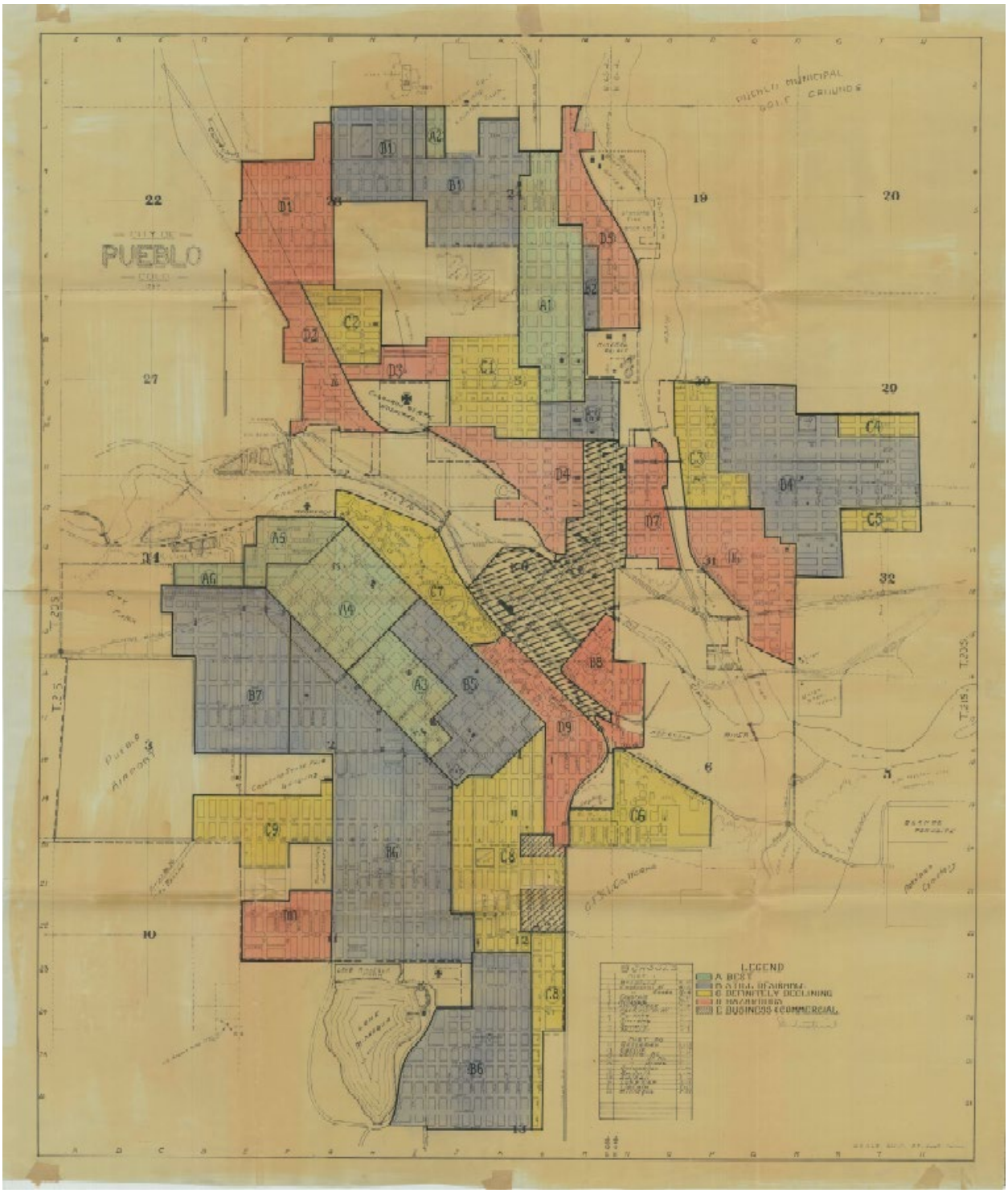
# Resource Boundary



# Flood Control Map, 1991 (Provided by Pueblo Planning and Community Development Department)



# Figure 1 (Reality Map of Pueblo, Colorado, 1930, box 39, Courtesy of National Archives)



Plaza Verde Park
Name of Property

Pueblo
County and State

# Current Photographs



Photo 1



Photo 2



Photo 3



Photo 4



Photo 5



Photo 6



Photo 7



Photo 8



Photo 9



Photo 10




Photo 11

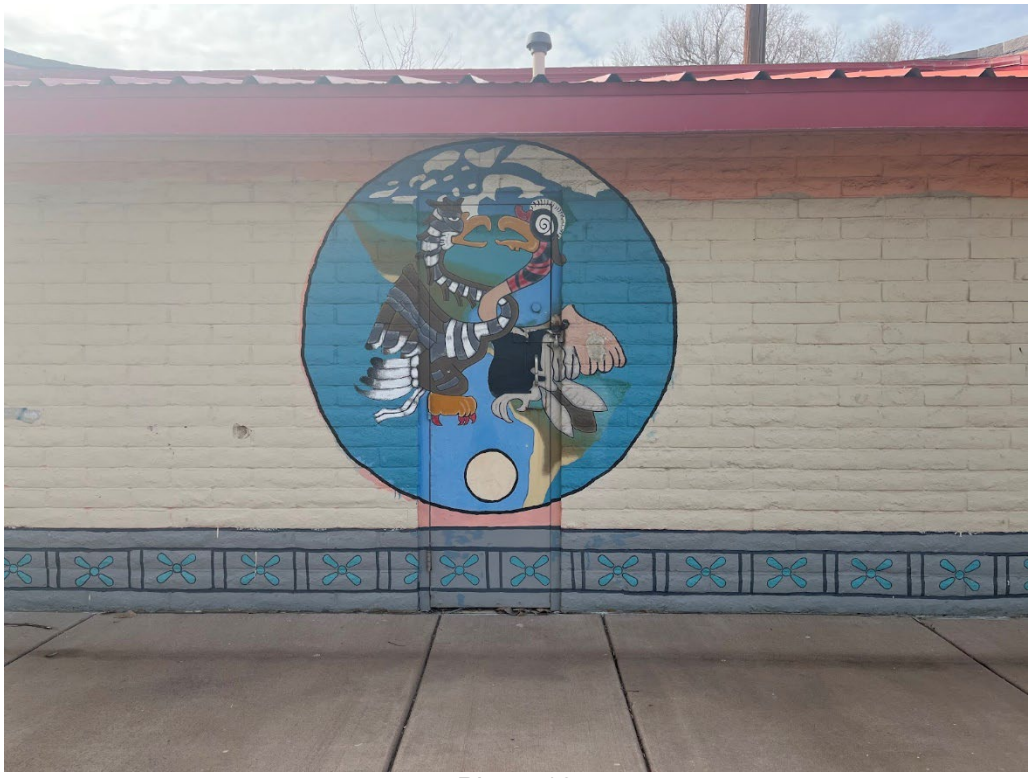


Photo 12



Photo 13



Photo 14




Photo 15




Photo 16



Photo 17



Photo 18



Photo 19



Photo 20



Photo 21



Photo 22



Photo 23



Photo 24



Photo 25



Photo 26



Photo 27



Photo 28



Photo 29




Photo 30

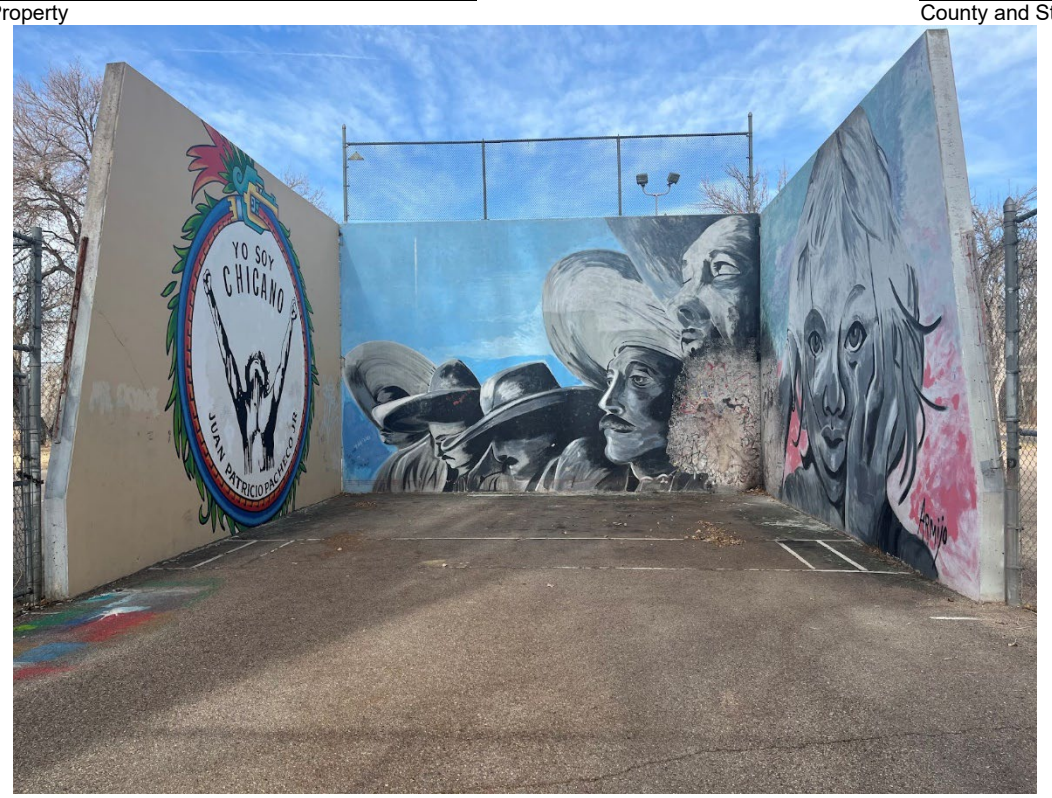



Photo 31




Photo 32




Photo 33



Photo 34

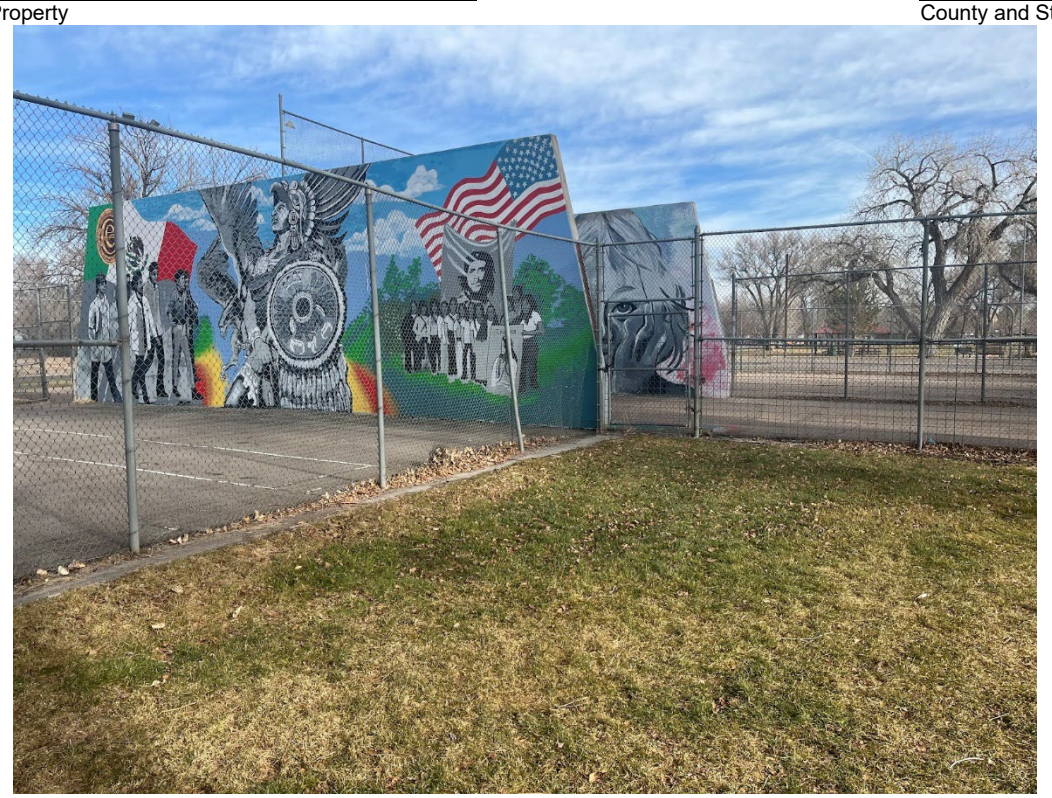


Photo 35



Photo 36



Photo 37



Photo 38




Photo 39




Photo 40

Plaza Verde Park
Name of Property

Pueblo
County and State

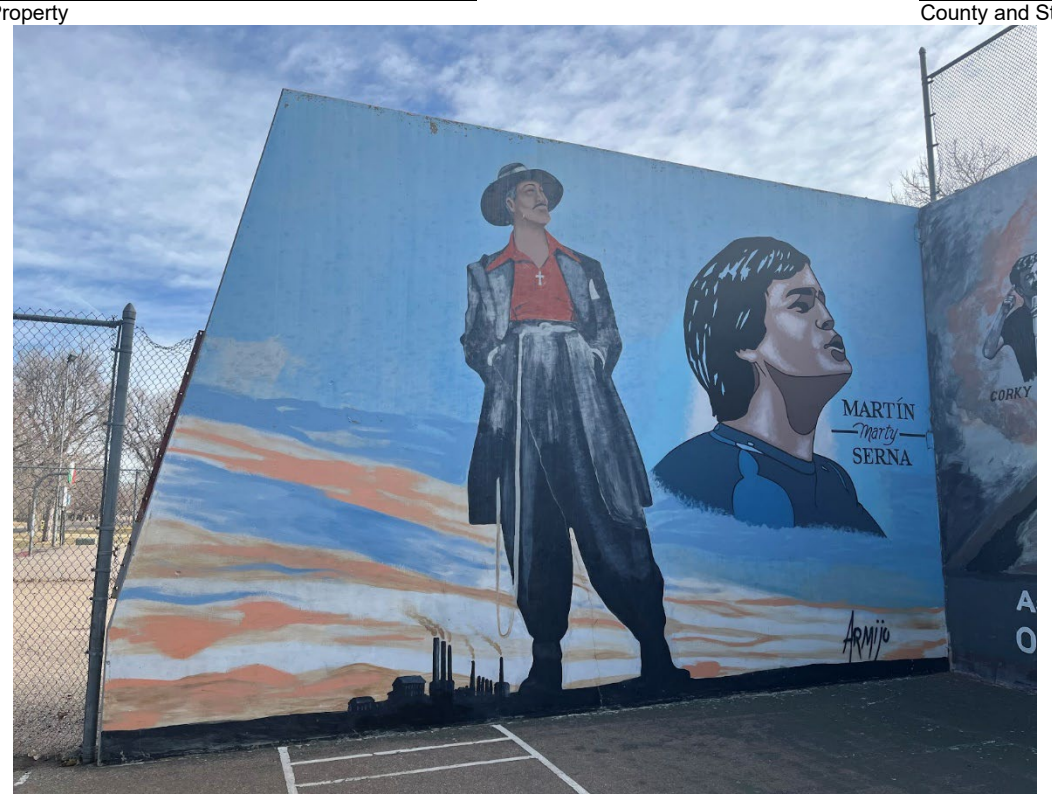



Photo 41

Plaza Verde Park | Pueblo
Name of Property | County and State

**Paperwork Reduction Act Statement:** This information is being collected for nominations to the National Register of Historic Places to nominate properties for listing or determine eligibility for listing, to list properties, and to amend existing listings. Response to this request is required to obtain a benefit in accordance with the National Historic Preservation Act, as amended (16 U.S.C.460 et seq.). We may not conduct or sponsor and you are not required to respond to a collection of information unless it displays a currently valid OMB control number.

**Estimated Burden Statement**: Public reporting burden for each response using this form is estimated to be between the Tier 1 and Tier 4 levels with the estimate of the time for each tier as follows:

Tier 1 – 60-100 hours
Tier 2 – 120 hours
Tier 3 – 230 hours
Tier 4 – 280 hours

The above estimates include time for reviewing instructions, gathering and maintaining data, and preparing and transmitting nominations. Send comments regarding these estimates or any other aspect of the requirement(s) to the Service Information Collection Clearance Officer, National Park Service, 1201 Oakridge Drive Fort Collins, CO 80525.

Docusign Envelope ID: 13C0A8F8-6398-8AC2-835F-20E227B41795

**City Clerk's Office Item # R1**

**Background Paper for Proposed Action Item**

**COUNCIL MEETING DATE:** July 27, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Clyde Bishop, City Clerk

FROM: Clyde Bishop, City Clerk

SUBJECT: AN ORDINANCE CALLING A SPECIAL MUNICIPAL ELECTION TO BE HELD ON NOVEMBER 3, 2026, DIRECTING THAT THE SPECIAL MUNICIPAL ELECTION BE CONDUCTED AS PART OF A COORDINATED ELECTION, ADOPTING FOR USE AT THE SPECIAL MUNICIPAL ELECTION THE REQUIREMENTS AND PROCEDURES OF THE UNIFORM ELECTION CODE OF 1992 EXCEPT TO THE EXTENT THE UNIFORM ELECTION CODE OF 1992 CONFLICTS WITH A SPECIFIC PROVISION OF THE CHARTER OF THE CITY OF PUEBLO, AND SUSPENDING FOR SUCH PURPOSES THE PUEBLO ELECTION CODE AND ALL ORDINANCES AND RESOLUTIONS OF THE CITY IN CONFLICT THEREWITH

## SUMMARY:

This Ordinance directs that the November 3, 2026, Special Municipal Election be conducted as part of a Coordinated Election with Pueblo County.

## PREVIOUS COUNCIL ACTION:

Pursuant to §1-1-111(2), C.R.S., the City may contract with the County Clerk and Recorder of the County in which the political subdivision is organized to perform all or part of the required duties in conducting the election. The City has approved an IGA for Election Services each year the City has participated in a Coordinated Election with the County.

## BACKGROUND:

Article X, Section 20 of the Colorado Constitution and the Uniform Election Code of 1992 permit the coordination of elections.

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**FINANCIAL IMPLICATIONS:**

The City shall pay to the County Clerk the City's share of the actual cost of materials and services directly attributable to the City's participation in the Coordinated Election including the preparation and mailing of a TABOR Notice, if necessary. The City's share is estimated to cost between $90,000 and $95,000. Funding for the costs associated with conducting this Special Municipal Election is allocated in the City Clerk's 2026 Departmental Budget.

**BOARD/COMMISSION RECOMMENDATION:**

The Board of Elections reviewed this Ordinance Calling for a Special Election and adopted an Election Board Resolution recommending the adoption of this Ordinance by the City Council. The Board of Elections feels that it is in the best interest of the City and its Citizens to participate in the Coordinated Election on November 3, 2026.

**STAKEHOLDER PROCESS:**

Not applicable.

**ALTERNATIVES:**

None.

**RECOMMENDATION:**

Passage of the Ordinance.

**ATTACHMENTS:**

None

Docusign Envelope ID: 13C0A8F8-6398-8AC2-835F-20E227B41795

ORDINANCE NO. 11230

AN ORDINANCE CALLING A SPECIAL MUNICIPAL ELECTION TO BE HELD ON NOVEMBER 3, 2026, DIRECTING THAT THE SPECIAL MUNICIPAL ELECTION BE CONDUCTED AS PART OF A COORDINATED ELECTION, ADOPTING FOR USE AT THE SPECIAL MUNICIPAL ELECTION THE REQUIREMENTS AND PROCEDURES OF THE UNIFORM ELECTION CODE OF 1992 EXCEPT TO THE EXTENT THE UNIFORM ELECTION CODE OF 1992 CONFLICTS WITH A SPECIFIC PROVISION OF THE CHARTER OF THE CITY OF PUEBLO, AND SUSPENDING FOR SUCH PURPOSES THE PUEBLO ELECTION CODE AND ALL ORDINANCES AND RESOLUTIONS OF THE CITY IN CONFLICT THEREWITH

WHEREAS, Article X, Section 20 of the Colorado Constitution and the Uniform Election Code of 1992 permit municipalities to coordinate elections with the State of Colorado and its political subdivisions; and

WHEREAS, a State election and other elections will be held at the same time as the City's Special Municipal Election on November 3, 2026; and

WHEREAS, the Uniform Election Code of 1992 applies to any municipal election conducted as part of a Coordinated Election and authorizes a municipality to utilize the requirements and procedures of the Uniform Election Code of 1992 for the conduct of such elections; and

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

SECTION 1.

The City's Special Municipal Election to be held on November 3, 2026, shall be conducted as part of a Coordinated Election as defined in the Uniform Election Code of 1992.

SECTION 2.

Pursuant to the authority granted by Article XX and Article X, Section 20 of the Colorado Constitution and §§1-1-102 and 31-10-102.7 C.R.S., the requirements and procedures of the Uniform Election Code of 1992 (Articles 1 to 12 including Article 7.5 the Mail Ballot Election Act, of Title 1, C.R.S. but not Article 13 thereof relating to election offenses), except to the extent they conflict with a specific provision of the Charter of the City of Pueblo, are hereby adopted and will be utilized in the conduct of the Special Municipal Election to be held as part of a Coordinated Election on November 3, 2026.

SECTION 3.

The City Clerk, the Board of Elections, and all officers and staff of the City are authorized and directed to cooperate with the Pueblo County Clerk and Recorder and to take all action necessary, appropriate or required to effectuate the provisions of this Ordinance and to conduct the Special Municipal Election to be held on November 3, 2026 as part of a Coordinated Election, in compliance with the requirements and procedures of the Charter of the City of Pueblo, Article X, Section 20 of the Colorado Constitution, and the Uniform Election Code of 1992.

Docusign Envelope ID: 13C0A8F8-6398-8AC2-835F-20E227B41795

SECTION 4.

The City Council does hereby adopt the optional registration plan provided for in Section 17-9 of the Charter of the City of Pueblo and hereby determines and declares that voting machines are not available.

SECTION 5.

All public notices that are required to be published with respect to the Special Municipal Election shall be published in *The Pueblo Chieftain*.

SECTION 6.

The Pueblo Election Code and all other Ordinances and Resolutions of the City inconsistent with the Uniform Election Code of 1992 and this Ordinance are hereby superseded, suspended and repealed to the extent only of such inconsistency for and during the conduct of the Coordinated Election to be held November 3, 2026.

SECTION 7.

The Director of Finance is hereby designated as the City Council's designee responsible for providing to the City Clerk the fiscal information that must be included in any ballot issue notice for any initiated measure or ballot issue referred to the voters by the City Council at the Coordinated Election to be held November 3, 2026.

SECTION 8.

If any section, clause or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or enforceability of such section, clause or provision shall not affect any of the remaining sections, clauses or provisions of this Ordinance.

SECTION 9.

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

**Action by City Council:**

Introduced and initial adoption of Ordinance by City Council on July 13, 2027.

Final adoption of Ordinance by City Council on July 27, 2027.

DocuSigned by:
Mark Aliff
B7A4F51823AB462...
President of City Council

Docusign Envelope ID: 13C0A8F8-6398-8AC2-835F-20E227B41795

**Action by the Mayor:**

☒ Approved on 08/03/2026.

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

Signed by:
Heather Graham
3A85950B7DCA462...
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:
Clyde Bishop
F1C1AF8727B149A...
City Clerk

Docusign Envelope ID: 45A95941-6A84-80E1-82AB-7CC3C1BF1600

**City Clerk's Office Item # R2**

**Background Paper for Proposed Ordinance**

**COUNCIL MEETING DATE:** July 27, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Clyde Bishop, City Clerk

FROM: Melissa Cook, Director Department of Housing & Citizen Services

SUBJECT: AN ORDINANCE BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF $490,000 FROM THE UNAPPROPRIATED FUND BALANCE OF THE GENERAL FUND TO ACCOUNT 10114001-51060 IN THE AMOUNT OF $30,000, AND TO ACCOUNT 10180200-58197 IN THE AMOUNT OF $460,000

## SUMMARY:

This budgets and appropriates a total of $490,000 in funding from the unappropriated fund balance of the General Fund to account 10114001-51060 (Temporary Housing Salaries) in the amount $30,000, and to account 10180200-58197 (Nonprofit CSAC Allocation) in the amount of $460,000.
This funding will be invoiced and reimbursed by the County with their allocation to the Community Services Advisory Commission (CSAC) that was budgeted and appropriated by the County in the amount of $490,000.

## PREVIOUS COUNCIL ACTION:

On April 13, 2026, Pueblo City Council approved Ordinance #11146 Intergovernmental Agreement between Pueblo County and the City of Pueblo for Community Services Planning, Administration and Accountability Services. This ordinance moved the administration of CSAC from the County to the City.

## BACKGROUND:

In April 2026, Pueblo City Council approved Ordinance #11146, establishing an Intergovernmental Agreement (IGA) between Pueblo County and the City of Pueblo for Community Services Planning, Administration, and Accountability Services. This action formally transferred the administration of the Community Services Advisory Commission (CSAC) from Pueblo County to the City, aligning oversight and fiscal management under municipal authority.
To support this transition and ensure continuity of services, the City is appropriating a total of $490,000 from the unappropriated fund balance of the General Fund. Of this

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amount, $30,000 will be allocated to Account 10114001-51060 for Temporary Housing Salaries, and $460,000 will be allocated to Account 10180200-58197 for the Nonprofit CSAC Allocation. These funds represent the City's temporary upfront cost to administer CSAC-related activities following the transfer of administrative responsibilities.
This expenditure will not create a net fiscal impact on the City, as Pueblo County has already budgeted and appropriated $490,000 for CSAC in its own budget. The City will invoice the County for the full amount, and once reimbursed, the funds will be returned to the General Fund balance.

**FINANCIAL IMPLICATIONS:**

Funds in the amount of $490,000 in funding from the unappropriated fund balance of the General Fund to:
Account 10114001-51060 (Temporary Housing Salaries) in the amount $30,000, and to Account 10180200-58197 (Nonprofit CSAC Allocation) in the amount of $460,000 Pueblo County will be billed in the amount of $490,000, which will be returned to the balance of the General Fund.

**BOARD/COMMISSION RECOMMENDATION:**

Not Applicable.

**STAKEHOLDER PROCESS:**

Not Applicable.

**ALTERNATIVES:**

Council could deny this action and the City would be unable to pay CSAC grantees.

**RECOMMENDATION:**

Approval of the Ordinance.

**ATTACHMENTS:**

1. Ordinance #11146

Docusign Envelope ID: 45A95941-6A84-80E1-82AB-7CC3C1BF1600

ORDINANCE NO. 11232

AN AMENDED ORDINANCE BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF $465,500 FROM THE UNAPPROPRIATED FUND BALANCE OF THE GENERAL FUND TO ACCOUNT 10114001-51060 IN THE AMOUNT OF $30,000, AND TO ACCOUNT 10180200-58197 IN THE AMOUNT OF $435,500

WHEREAS, an Intergovernmental Agreement exists between City and County to provide funding to local non-profit community service organizations serving the needs of local residents; and

WHEREAS, This Intergovernmental Agreements specifies $30,000 for administration is to be used of the County's allocation; and

WHEREAS, Pueblo County budgeted and appropriated $435,500 in funding to support Community Services Advisory Commission; NOW, THEREFORE

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

SECTION 1.

Funds in the amount of $465,500 in funding from the unappropriated fund balance of the General Fund to:
Account 10114001-51060 (Temporary Housing Salaries) in the amount $30,000, and to
Account 10180200-58197 (Nonprofit CSAC Allocation) in the amount of $435,500.

SECTION 2.

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

**Action by City Council:**

Introduced and initial adoption of Ordinance by City Council on July 13, 2026.

Final adoption of Ordinance by City Council on July 27, 2026.

DocuSigned by:
Mark Alliff
B7A4F51823AB402...
President of City Council

Docusign Envelope ID: 45A95941-6A84-80E1-82AB-7CC3C1BF1600

**Action by the Mayor:**

☒ Approved on 07/29/2026.

☐ 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:
Clyde Bishop
F1C1AF8727B149A...
City Clerk

Docusign Envelope ID: A11A45E4-1F78-4C18-A6CA-E109149F1537



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: April 13, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Clyde Bishop, City Clerk

FROM: Melissa Cook, Director Department of Housing & Citizen Services

SUBJECT: AN ORDINANCE APPROVING AN AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE COUNTY OF PUEBLO, COLORADO, FOR THE COMMUNITY SERVICES PLANNING, ADMINISTRATION AND ACCOUNTABILITY SERVICES AND PROVIDING FOR THE EXECUTION THEREOF, AND RESCINDING RESOLUTION 9903

## SUMMARY:

On July 14, 2003, the City of Pueblo entered into an agreement with Pueblo County to create and administer the Community Services Advisory Commission (CSAC). This agreement has been extended since, without revision. This agreement needed updates, and most notably, shifts administrative responsibility from the County to the City, with a payment from the County to the City of allocated CSAC funding.

## PREVIOUS COUNCIL ACTION:

The City Council has approved the extension of the previous Agreement every year since 2003.

## BACKGROUND:

Prior to 2003, the City and County of Pueblo operated separate processes for local non-profits seeking general revenue funds. In 2003, the two entities entered into an agreement to streamline the process and establish the Community Services Advisory Commission (CSAC). Under this agreement, the City of Pueblo administers the funding process. The agreement is structured as a one-year term and has been renewed annually since its inception.

Throughout 2025, three work sessions were held to discuss non-departmental funding, including two joint sessions between the Board of County Commissioners and City Council. During these discussions, both bodies expressed interest in establishing clearer limitations and priorities for funding. As a result, several guiding priorities were developed, including giving preference to first-time applicants, organizations that did not

Docusign Envelope ID: A11A45E4-1F78-4C18-A6CA-E109149F1537

receive funding in the prior year, and applicants seeking non-operational funding. These priorities are not intended to exclude organizations that fall outside these categories. Rather, they are designed to encourage broader participation, diversify the distribution of assistance, and reduce long-term reliance on the program.

**FINANCIAL IMPLICATIONS**:

During the 2026 budget process, City Council approved a total funding level of $550,000 for this initiative. Based on information provided by the County Commissioners, Pueblo County will contribute $490,000 toward the program. Of the County's contribution, $30,000 will be transferred to the City of Pueblo to support administration of the commission, including funding a part-time position to assist with program oversight.

**BOARD/COMMISSION RECOMMENDATION**:

The Community Services Advisory Commission has made funding recommendations to both the City and the County for delivery of service.

**STAKEHOLDER PROCESS**:

There are no required or recommended stakeholder processes attached to this action.

**ALTERNATIVES:**

The City or the County could choose to return to the processes in place prior to 2003. If this ordinance is not approved, CSAC will cease to exist.

**RECOMMENDATION:**

Approval of the Ordinance.

**ATTACHMENTS:**

1. Resolution 09903
2. CSAG Agreement

Docusign Envelope ID: A11A45E4-1F78-4C18-A6CA-E109149F1537

ORDINANCE NO. 11146

AN ORDINANCE APPROVING AN AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE COUNTY OF PUEBLO, COLORADO, FOR THE COMMUNITY SERVICES PLANNING, ADMINISTRATION AND ACCOUNTABILITY SERVICES AND PROVIDING FOR THE EXECUTION THEREOF, AND RESCINDING RESOLUTION 9903

WHEREAS, both City and County provide significant funding to local non-profit community service organizations serving the needs of local residents; and

WHEREAS, City and County each have staff employees providing essentially the same functions with respect to the funding, contracting and compliance monitoring of such organizations; and

WHEREAS, it is in the best interests of the City and County to consolidate and cooperate in relation to the funding, contracting and compliance monitoring of local non-profit community service organizations through CSAC;

WHEREAS, The County has provided oversight of CSAC in the past;

WHEREAS, the City and County desire to shift oversight of CSAC to the City; and

WHEREAS, the parties to this Agreement desire to enter into a written agreement which sets forth their arrangement for consolidation of activities and cooperation with respect to funding, contracting and compliance monitoring of such organizations; and

WHEREAS, each party hereto has the authority, capacity and ability to undertake the functions and activities which comprise the subject matter of this Agreement. NOW, THEREFORE, in consideration of the foregoing recitals and the terms and conditions set forth herein, the parties hereto do mutually agree as follows:

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

SECTION 1.

The Agreement for Community Services Planning, Administration, and Accountability Services between the City of Pueblo, a Colorado municipal corporation and the County of Pueblo (the "Agreement"), a copy of which is attached and incorporated herein, having been approved as to form by the City Attorney, is hereby approved. Except to the extent budgeted and appropriated, no funds of the City may be used for any purpose under the Agreement unless duly authorized by the City Council.

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 and Documents by electronic signature and such electronic signature shall be attributable to the Mayor and the City of Pueblo.

Docusign Envelope ID: A11A45E4-1F78-4C18-A6CA-E109149F1537

SECTION 3.

The officers and staff of the City are directed and authorized to perform any and all acts consistent with the intent of this Ordinance and the attached Agreement to effectuate the transactions described therein.

SECTION 4.

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.

Resolution 9903 is hereby rescinded in its entirety. 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 March 23, 2026.

Final adoption of Ordinance by City Council on April 13, 2026.

DocuSigned by:
Mark Aliff
B7A4F51823AB462...
President of City Council

**Action by the Mayor:**

☒ Approved on 04/15/2026.

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

Signed by:
Heather Graham
3A85950B7BCA462...
Mayor

Docusign Envelope ID: A11A45E4-1F78-4C18-A6CA-E109149F1537

**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:
Clyde Bishop
4D71E7B73111474...

_____
City Clerk

Docusign Envelope ID: F7DA0B00-303A-89D5-80B1-1872730DE4E3

**City Clerk's Office Item # R3**

**Background Paper for Proposed Ordinance**

**COUNCIL MEETING DATE:** July 27, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Clyde Bishop, City Clerk

FROM: Melissa Cook, Director Department of Housing & Citizen Services

SUBJECT: AN ORDINANCE AUTHORIZING THE DIRECTOR OF FINANCE TO FORGIVE INTEREST ACCRUED TO A 2005 AFFORDABLE HOUSING DEVELOPMENT LOAN AGREEMENT UPON REPAYMENT IN FULL OF THE PRINCIPAL BALANCE, RELATED TO THE VILLAS OF PUEBLO II AFFORDABLE HOUSING PROJECT, AND TO DIRECT THE REPAID FUNDS TO THE CITY'S HOME PROGRAM AS PROGRAM INCOME

## SUMMARY:

Attached is a proposed Ordinance authorizing the Director of Finance to grant forgiveness of outstanding interest owed pursuant to a 2005 Affordable Housing Development Loan Agreement ("Agreement") and associated Promissory Note as requested by the developer of the Village at Pueblo II.

The purpose of this Ordinance is to formally conclude the repayment of the Villas at Pueblo II affordable housing development, accept repayment of the original principal investment of $500,000, authorize the forgiveness of all accrued interest, and return the repaid principal to the City's HOME Program as program income for future affordable housing initiatives.

## PREVIOUS COUNCIL ACTION:

In October of 2005, Council approved Resolution No. 10547 approving an Affordable Housing Development Loan Agreement with Opportunity Builders.

## BACKGROUND:

The City of Pueblo entered into an Agreement with Opportunity Builders ("Developer") for the purpose of creating long term, deed restricted affordable housing. Under this Agreement, the City provided a HOME funded loan in the principal amount of $500,000 to support the development. The Villas at Pueblo II is a 42-unit family duplex development located along Westview Drive, east of Pueblo Boulevard and west of Perry Avenue.

Docusign Envelope ID: F7DA0B00-303A-89D5-80B1-1872730DE4E3

Under the terms of the promissory note, monthly payments made in satisfaction of this debt are capped at 100% of net cash flow from the project. Due to project financing limitations and the long-term affordability requirements, the project is not financially able to repay the interest accrued over the development and stabilization period. Requiring repayment of both principal and interest would prevent the project from successfully refinancing and would result in the project not repaying the principal balance.

The project has now reached the point of refinancing and long-term permanent financing. As part of this refinancing, the Developer is prepared to make a balloon payment that fully repays the original $500,000 principal debt.

As of June 2026, approximately $353,344.57 has accrued in interest upon the debt. In the national affordable housing finance sector, forgiving accumulated interest on long-term, deed-restricted affordable housing loans is a common practice. Public lenders such as municipalities, state housing finance agencies, and federal HOME participating jurisdictions routinely forgive or reduce accrued interest, particularly where repayment would create a financial burden that threatens project sustainability or interferes with long-term affordability obligations. The HOME Program's administrative guidance, HUD technical assistance materials, and industry professionals widely recognize this practice.

## FINANCIAL IMPLICATIONS:

This ordinance will authorize the Director of Finance to forgive approximately $353,344.57 in accrued interest upon the receipt of the full principal payment of $500,000.00.

The funds received would be recorded as HOME Investment Partnership Program Income and recorded in account HOLA26 for future housing initiatives.

## BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

## STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

## ALTERNATIVES:

The City may choose not to forgive accrued interest on Villas at Pueblo II Project, however, doing so would jeopardize its ability to secure full repayment of the principal amount.

## RECOMMENDATION:

Approve the Ordinance.

## ATTACHMENTS:

1. Villas at Pueblo 2 Promissory Note
2. Resolution 10547

Docusign Envelope ID: F7DA0B00-303A-89D5-80B1-1872730DE4E3

ORDINANCE NO.11233

AN ORDINANCE AUTHORIZING THE DIRECTOR OF FINANCE TO FORGIVE INTEREST ACCRUED TO A 2005 AFFORDABLE HOUSING DEVELOPMENT LOAN AGREEMENT UPON REPAYMENT IN FULL OF THE PRINCIPAL BALANCE, RELATED TO THE VILLAS OF PUEBLO II AFFORDABLE HOUSING PROJECT, AND TO DIRECT THE REPAID FUNDS TO THE CITY'S HOME PROGRAM AS PROGRAM INCOME

WHEREAS, In October of 2005, Council approved Resolution No. 10547 authorizing a HOME fund loan in the amount of $500,000 to finance the development of the Villas at Pueblo II Affordable Housing Project, and

WHEREAS, to secure repayment of the full loan principal debt and in furtherance of the City's affordable housing initiatives, it is in the City's best interest to forgive outstanding interest accrued upon repayment of the full principal sum; NOW, THEREFORE,

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

SECTION 1.

Upon repayment of the full principal balance of $500,000 of the Affordable Housing Development Loan Agreement, the Director of Finance is authorized to forgive interest accrued under the Agreement and Promissory Note and conclude repayment of the Note.

SECTION 2.

Upon repayment of the full principal balance of $500,000 of the Affordable Housing Development Loan Agreement, the Director of Finance is authorized to forgive interest accrued under the Agreement and Promissory Note and conclude repayment of the Note.

SECTION 3.

The officers 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 4.

This Ordinance shall become effective immediately upon final passage.

**Action by City Council:**

Introduced and initial adoption of Ordinance by City Council on July 13, 2026.

Final adoption of Ordinance by City Council on July 27, 2026.

DocuSigned by:
Mark Aliff
B7A4F51823AB462...
President of City Council

Docusign Envelope ID: F7DA0B00-303A-89D5-80B1-1872730DE4E3

**Action by the Mayor:**

☒ Approved on 07/29/2026.

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

Signed by:
Heather Graham
3A85950D7BCA462...

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:
Clyde Bishop
F1C1AF8727B149A...

City Clerk

**PROMISSORY NOTE**

Principal Amount: U.S. $500,000.00 Date of Note: October 24, 2005

FOR VALUE RECEIVED, the undersigned Opportunity Builders, a Not-For-Profit Development Corporation, a California Corporation, hereinafter referred to as "Borrower", and its successors in interest, promises to pay to the City of Pueblo, a Municipal Corporation or order, hereinafter referred to as the "Note Holder", the principal sum of Five Hundred Thousand and No/100ths ($500,000.00) U.S. Dollars and interest on the principal balance outstanding from the date hereof until paid, at the rate of three percent (3%) per annum, provided payment is made in accordance herewith, and payable at the Note Holder's office at 1 City Hall Place, Pueblo, Colorado, 81003, or such other place as Note Holder may designate, in three hundred and sixty (360) equal consecutive monthly payments of approximately U.S. $2,108.02 due on the first day of each month commencing January 1, 2008 until fully paid; provided however, such payments are subject to a limitation equal to the amount of 100% of the net cash flow from the project with any payments or portion of payments that cannot be paid due to such limitation to be made at the time of next available net cash flow. As used herein, "net cash flow from the project" means, with respect to any fiscal year or applicable period, (a) all cash receipts of 42 Village at Pueblo, L.P., its successors and assigns (collectively the "Partnership") from operations (i.e. excluding proceeds from Capital Transactions. Capital Contributions and the proceeds of any loan), subsidy payments or rental interruption insurance recoveries received by the Partnership during such period, plus (b) any interest or like earnings of the Partnership any amounts which the General Partners release upon approval of the Investor Limited Partner as being no longer necessary to hold as part of such reserve, less (i) cash funds used to pay Project Expenses of the Partnership during her period, including any fees and expenses paid to the Partners, (ii) all cash payments during such period to discharge Partnership indebtedness, and (iii) any amounts added to Partnership reserves (other than the Operating Reserves) during such period. If not sooner paid or accelerated as herein provided, the entire principal amount outstanding and accrued interest thereon, shall be due and payable on December 31, 2027.

The Loan evidenced by this Note is being made to finance a residential housing project (hereinafter referred to as the "Project") in accordance with an Affordable Housing Development Loan Agreement between Borrower and Note Holder dated October 24, 2005 (hereinafter referred to as the "Agreement"). This Note and all principal and interest payable hereunder are secured by a Deed of Trust of even date herewith upon real property, upon which the Project is located or to be located, and all improvements thereon, situated in the County of Pueblo, State of Colorado (hereinafter referred to as the "Property") and described more particularly as:

Lots 1 through 4, inclusive, Block 1,
Lots 1 through 13, inclusive, Block 2,
and Lots 1 through 4, inclusive, Block 3, all in Westgate on the Boulevard Subdivision, Filing No. 4, County of Pueblo, State of Colorado.

The terms, conditions, covenants, provisions, stipulations and agreements of said Deed of Trust and said Agreement are hereby made a part of this Note by reference in the same manner and with the

same effect as if they were fully set forth herein, and the Borrower hereby covenants and promises to abide by and comply with each and every covenant and condition set forth in this Note, the Deed of Trust and the Agreement.

The Borrower reserves the right to prepay all or any part of the principal owing on this Note at any time or times prior to maturity without notice and payment of any premium or penalty.

Upon the occurrence of any of the following events, the entire unpaid principal hereof, together with all accrued interest thereon, shall, at the option of the Note Holder, upon 20 days written notice to Borrower by certified mail or commercial express courier, unless cured within said 20 days, become at once due and payable and shall accrue interest at the default rate of twelve percent (12%) per annum thereafter until paid in full, and no failure by the Note Holder to exercise such option shall be deemed or construed as a waiver of the right to exercise the same in the event of any subsequent default or breach:

1. Any default in the payment when due, or any part of the principal or interest hereunder.

2. Any breach or failure of the Borrower to perform within the allotted time any term or condition of the Agreement, the Deed of Trust, or any other instrument securing to the Note Holder payment or performance of any obligation of the Borrower.

3. If the Borrower shall be involved in financial difficulties as evidenced: (i) by an admission in writing of the Borrower's inability to pay its debts generally as they become due; (ii) by filing a petition in bankruptcy or for the adoption of an arrangement under the federal Bankruptcy Code (as now or in the future amended) or an admission seeking the relief therein provided; (iii) by making an assignment for the benefit of creditors; (iv) by consenting to the appointment of a receiver or trustee for all or a substantial part of the Borrower's assets or to the filing of a petition against the Borrower under said Bankruptcy Code; (v) by being adjudicated as bankrupt; (vi) by the entry of a court order appointing a receiver or trustee for all or a substantial part of the assets of the Borrower or approving as filed in good faith a petition filed against the Borrower under said Bankruptcy Code; (vii) by the assumption of custody or sequestration by a court of competent jurisdiction of all or substantially all of the assets of the Borrower; (viii) by an attachment for an amount in excess of $25,000 on any substantial part of the assets of the Borrower which shall not be discharged within thirty (30) days from the making thereof; or (ix) by a judgment or decree for the payment of money in excess of $25,000 being entered against the Borrower, or if an attachment, execution or levy is made upon any of the Borrower's assets and the judgment, execution or levy, as the case may be, is not discharged or stayed within thirty (30) days from the date of the judgment, attachment, execution or levy as the case may be.

4. If the Borrower shall have made any misrepresentation or a material nature in its

application for the Loan, or in any document furnished by it to the Note Holder relative to the Project.

5. If there is pending or threatened litigation with respect to the Loan or the performance by the Borrower of any of its duties or obligations hereunder.

6. If the Project cannot proceed because of inability to continue land option or secure zoning or due to any action by any branch of government which impairs use of the Property herein described for proposed Project purposes.

7. If the Note Holder determines that the Borrower has abandoned or discontinued the initiation, construction, rehabilitation or completion of the Project.

The Borrower, and any and all endorsers, sureties, guarantors and assumers hereof, hereby jointly and severally waive presentment, protest, notices of dishonor and of protest, and all defenses whatsoever on the ground of any extension(s) of the time of payment or of the due dates of this Note, in whole or in part, before or after maturity, with or without notice, it being further agreed by the Borrower and all such parties that they will pay all collection expense, court costs, and reasonable attorneys' fees which may be incurred in the collection or enforcement of this Note or any part hereof.

The indebtedness evidenced by this Note is and shall be subordinate in right of payment to the prior payment in full of the indebtedness evidenced by a promissory note (the "Senior Note"), in the original principal amount not to exceed One Million One Hundred Fifty Five Thousand Five Hundred Thirty Six and No/100ths Dollars ($1,155,536) issued by 42 Village at Pueblo, L.P. and payable to the permanent lender for the Project approved by Note Holder ("Senior Lender"), or order, to the extent and in the manner provided in a Subordination Agreement to be entered into between the payee of this Note, the Senior Lender and the grantor (the "Subordination Agreement"), in such form as the Note Holder and Senior Lender shall agree. This Note shall also be subordinate to a Regulatory Agreement with the Colorado Housing Finance Authority. The Deed of Trust securing this Note is and shall be subject and subordinate in all respects to the liens, terms, covenants and conditions of the Deed of Trust securing the Senior Note as more fully set forth in the Subordination Agreement. The rights and remedies of the payee and each subsequent holder of this Note under the Deed of Trust securing this Note are subject to the restrictions and limitations set forth in the Subordination Agreement. Each subsequent holder of this Note shall be deemed, by virtue of such holder's acquisition of the Note, to have agreed to perform and observe all of the terms, covenants and conditions to be performed or observed by the Subordinate Lender under the Subordination Agreement. The indebtedness evidenced by this Note shall be non-recourse to Borrower and its partners.

This instrument shall be governed by the laws of the State of Colorado and any dispute regarding its terms and conditions shall be resolved in the District Courts of the State of Colorado.

Executed and delivered this 24th day of October, 2005.

GRANTOR:
OPPORTUNITY BUILDERS,
a Not-For-Profit Development Corporation,
a California Corporation

By: _____
Name: Eric D. Kjeldgaard
Title: President & Exec. Dir.

and By: _____
Name: Matthew R. Thomas
Title: Project Manager

RESOLUTION NO. 10547

A RESOLUTION APPROVING AN AGREEMENT BETWEEN OPPORTUNITY BUILDERS, A NOT-FOR-PROFIT DEVELOPMENT CORPORATION, AND THE CITY OF PUEBLO, A MUNICIPAL CORPORATION, FOR AFFORDABLE HOUSING DEVELOPMENT, AND AUTHORIZING THE PRESIDENT OF THE COUNCIL TO EXECUTE THE SAME

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

SECTION 1.

The Agreement dated October 24th, 2005 between Opportunity Builders, a Not –For-Profit Development Corporation, and the City of Pueblo, A Municipal Corporation, ("the Agreement"), for the development of affordable housing, a copy of which is attached and incorporated herein, having been approved as to form by the City Attorney, is hereby approved.

SECTION 2.

The President of the City Council is hereby authorized to approve the adoption of the resolution, and the City Clerk to attest the same, by and on behalf of the City of Pueblo.

INTRODUCED October 24, 2005

BY Jeff Chostner
Councilperson

APPROVED: _____
PRESIDENT OF CITY COUNCIL

ATTESTED BY: _____
CITY CLERK

Reso. #10547

**Background Paper for Proposed**

# RESOLUTION

**AGENDA ITEM #** 20

**DATE: OCTOBER 24, 2005**

**DEPARTMENT:** HOUSING AND CITIZEN SERVICES / ADA RIVERA CLARK

## TITLE

A RESOLUTION APPROVING AN AGREEMENT BETWEEN OPPORTUNITY BUILDERS, A NOT-FOR-PROFIT DEVELOPMENT CORPORATION AND THE CITY OF PUEBLO, A MUNICIPAL CORPORATION, FOR AFFORDABLE HOUSING DEVELOPMENT, AND AUTHORIZING THE PRESIDENT OF THE COUNCIL TO EXECUTE SAME

## ISSUE

A resolution approving an Affordable Housing Agreement between Opportunity Builders, a Not-For-Profit Development Corporation and the City of Pueblo, A Municipal Corporation, wherein HOME funds in the amount of $500,000 would be loaned at 3% to Opportunity Builders for the new construction of multi-family rental units for low-income families.

## RECOMMENDATION

Approve the Resolution.

## BACKGROUND

Opportunity Builders has applied and received Low Income Housing Tax Credits (LIHTC) from the State of Colorado, for the Project commonly known as The Village at Pueblo. Opportunity Builders has applied to the Department of Housing and Citizen Services for $500,000 in HOME funds. Total project costs are $5,852,174.

The funds are to be used for the construction of 42 units of rental housing; composed of 14 two-bedroom units and 28 three-bedroom units. Ninety-five percent of the units are targeted at families/individuals at 50% or below of the area median income of $18,850. The remaining 5% are targeted at families earning less than $22,620. Restrictions placed on the project require that the

properties remain affordable for a period of 20 years for the HOME funds and 40 years for the Tax Credit funds.

There are presently 80 families on the waiting list for the apartments. In Phase I the units were leased in 30-days.

## FINANCIAL IMPACT

The estimated Project cost is $5.8 million. The $500,000 in HOME funds would be provided as a 3% loan. Payments are deferred for the first five-years and then principal and interest payments commence in October 2010, in the amount of $2,108.02, from cash flow. The loan is secured by a deed of trust, which is subordinate to the primary loan's deed of trust.

The HOME funds are available in the 251 fund.

Docusign Envelope ID: 7542EB5A-4018-8EF3-829B-D8CE99E98786

**City Clerk's Office Item # R4**

**Background Paper for Proposed Ordinance**

**COUNCIL MEETING DATE:** July 27, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Clyde Bishop, City Clerk

FROM: Melissa Cook, Director Department of Housing & Citizen Services

SUBJECT: AN ORDINANCE APPROVING AND ACCEPTING A GRANT FROM THE COLORADO DEPARTMENT OF LOCAL AFFAIRS IN THE AMOUNT OF $200,000.00 TO PROVIDE HOMEOWNER REHABLITATION; AUTHORIZING THE MAYOR TO SIGN THE GRANT AGREEMENT, ESTABLISHING PROJECT HS2602, AND BUDGETING AND APPROPRIATING $200,000.00 TO PROJECT NO. HS2602

## SUMMARY:

Attached is an Ordinance approving and accepting a grant in the amount of $200,000.00 from the Colorado Department of Local Affairs to provide minor repairs to low/moderate income homeowners. This Ordinance establishes, budgets and appropriates the grant funds to Project No. HS2602 and authorizes the Mayor to sign the Grant Agreement.

## PREVIOUS COUNCIL ACTION:

None.

## BACKGROUND:

The City of Pueblo faces significant blight and deteriorating housing conditions, with an average home age exceeding 56 years, twenty years older than the Colorado statewide average of 36 years. This gap highlights an urgent need to preserve and rehabilitate our existing housing stock. Pueblo already operates several long-standing homeowner repair programs, supported by both local and federal dollars, and this grant will enable us to harness Proposition 123 resources to expand those efforts. By injecting new funding into proven repair initiatives, we can accelerate critical rehabilitation, reduce blight, and protect the health and safety of our most vulnerable homeowners.

Docusign Envelope ID: 7542EB5A-4018-8EF3-829B-D8CE99E98786

**FINANCIAL IMPLICATIONS:**

There are no matching funds required for this grant. Accepting this grant will bring additional funding to the City to repair the aging housing stock.

**BOARD/COMMISSION RECOMMENDATION:**

Not applicable to this Ordinance.

**STAKEHOLDER PROCESS:**

Not applicable to this Ordinance.

**ALTERNATIVES:**

If the proposed Ordinance is not approved, the grant will not be accepted.

**RECOMMENDATION:**

Approval of the Ordinance.

**ATTACHMENTS:**

1. 1_35294_AHOP_SFOO_City of Pueblo_GrantAgmt

Docusign Envelope ID: 7542EB5A-4018-8EF3-829B-D8CE99E98786

ORDINANCE NO. 11234

AN ORDINANCE APPROVING AND ACCEPTING A GRANT FROM THE COLORADO DEPARTMENT OF LOCAL AFFAIRS IN THE AMOUNT OF $200,000.00 TO PROVIDE HOMEOWNER REHABLITATION; AUTHORIZING THE MAYOR TO SIGN THE GRANT AGREEMENT, ESTABLISHING PROJECT HS2602, AND BUDGETING AND APPROPRIATING $200,000.00 TO PROJECT NO. HS2602

WHEREAS, investment in homeowner rehabilitation is essential to preserving existing housing stock, preventing displacement, and ensuring that long-term residents can remain safely housed in their homes; and

WHEREAS, the City of Pueblo recognizes that a significant number of homes within the community are aging and in need of substantial repair, rehabilitation, and safety improvements; and

WHEREAS, the City Council finds that expanding and supporting homeowner rehabilitation programs serves a vital public purpose, strengthens community health and stability, and directly supports Pueblo's long-term housing objectives; NOW, THEREFORE,

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

SECTION 1.

Grant Agreement Number 35294 ("Agreement") between the City of Pueblo, a Municipal Corporation, and the Colorado Department of Local Affairs, to assist with the rehabilitation of low to moderate income homeowners primary residence, a copy of which is attached hereto, having been approved as to form by the City Attorney, is hereby approved

SECTION 2.

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

SECTION 3.

Project No. HS2602 is hereby established.

SECTION 4.

Funds in the amount of $200,000.00 shall be accepted pursuant to the Agreement and budgeted and appropriated to Project No. HS2602.

Docusign Envelope ID: 7542EB5A-4018-8EF3-829B-D8CE99E98786

SECTION 5.

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

**Action by City Council:**

Introduced and initial adoption of Ordinance by City Council on July 13, 2026.

Final adoption of Ordinance by City Council on July 27, 2026.

DocuSigned by:
Mark Illiff
B7A4E51823AB462...

President of City Council

**Action by the Mayor:**

☒ Approved on 07/29/2026.

☐ 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:
Clyde Bishop
F1C1AF8727B149A...

City Clerk

# State of Colorado Grant Agreement
## Cover Page

**State Agency**
Department of Local Affairs
for the benefit of the Division of Housing

**Grantee**
City of Pueblo, Colorado Municipal Building Corporation

**Grantee UEI**
N/A State Funds

**Agreement Maximum Amount**
$200,000.00

**Agreement Encumbrance Number**
H7AHOP35294

**CMS Number**
209790

**Agreement Performance Beginning Date**
The Effective Date

**Initial Agreement Expiration Date**
December 31, 2028

**Fund Expenditure End Date**
December 31, 2028

**Agreement Authority -** Authority for this Agreement arises from §24-32-705 C.R.S., §§29-32-101 to 106, C.R.S., as amended, and Colorado House Bill 23-1304.

**Agreement Purpose -** For the purpose of providing emergency repair grants for up to 30 households in the City of Pueblo.

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

Exhibit A – Applicable Laws
Exhibit B – Statement of Work
Exhibit C – Reserved
Exhibit D – Income Limits
Exhibit E – Reserved
Exhibit F – Reserved
Exhibit G – Sample Option Letter

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

1. Colorado Special Provisions in §19 of the main body of this Agreement.
2. The provisions of the other sections of the main body of this Agreement.
3. Exhibit B – Statement of Work
4. Exhibit F – Reserved
5. Exhibit D – Income Limits
6. Exhibit A – Applicable Laws
7. Exhibit G – Sample Option Letter

**Principal Representatives**

For the State:
Tyler Jaeckel, Director
Division of Housing
Department of Local Affairs
1570 Grant Street
Denver, CO 80203
Tyler.Jaeckel@state.co.us

For Grantee:
Heather Graham, Mayor
City of Pueblo, Colorado Municipal Building Corporation
1 City Hall Place
Pueblo, CO 81003--4201
hgraham@pueblo.us

**Signature Page**
**The Parties hereto have executed this agreement.**

**Each person signing this Agreement represents and warrants that the signer is duly authorized to execute this Agreement and to bind the Party authorizing such signature.**

**GRANTEE**
City of Pueblo, Colorado Municipal Building Corporation

_____
By: Heather Graham, Mayor

Date: _____

**DIVISION OF HOUSING**
Contract Reviewer

_____
By: Theresa Cassano, Director, Office of Housing Finance and Sustainability

Date: _____

**STATE OF COLORADO**
Jared S. Polis, Governor
**DEPARTMENT OF LOCAL AFFAIRS**

_____
By: Maria De Cambra, Executive Director

Date:_____

**STATE CONTROLLER**

**Robert Jaros, CPA, MBA, JD**

_____
Name: Controller Delegate

_____
Signature: Controller Delegate

Effective Date: _____

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

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## 1. Parties

This Agreement is entered into by and between Grantee named on the Cover Page for this Agreement (the "Grantee"), and the STATE OF COLORADO (the "State") acting by and through the Department of Local Affairs ("DOLA") for the benefit of the Division of Housing ("DOH"). Grantee and the State agree to the terms and conditions in this Agreement.

## 2. Term and Effective Date

A. Effective Date

This Agreement shall not be valid or enforceable until the Effective Date, and the Grant Funds shall be expended by the Fund Expenditure End Date shown on the Cover Page for this Agreement. The State shall not be bound by any provision of this Agreement before the Effective Date, and shall have no obligation to pay Grantee for any Work performed or expense incurred before the Effective Date, except as described in **§5.D**, or after the Fund Expenditure End Date.

B. Initial Term

The Parties' respective performances under this Agreement shall commence on the Agreement Performance Beginning Date shown on the Cover Page for this Agreement and shall terminate on the Initial Agreement Expiration Date shown on the Cover Page for this Agreement (the "Initial Term") unless sooner terminated or further extended in accordance with the terms of this Agreement.

C. Extension Terms - State's Option

The State, at its discretion, shall have the option to extend the performance under this Agreement beyond the Initial Term for a period, or for successive periods, of one (1) year or less at the same rates and under the same terms specified in this Agreement (each such period an "Extension Term"). In order to exercise this option, the State shall provide written notice to Grantee in a form substantially equivalent to Sample Option Letter attached to this Agreement. The total duration of this Agreement including the exercise of any options to extend shall not exceed five (5) years from its Effective Date without approval of the Colorado Office of the State Controller.

D. End of Term Extension

If this Agreement approaches the end of its Initial Term, or any Extension Term then in place, the State, at its discretion, upon written notice to Grantee as provided in §14, may unilaterally extend such Initial Term or Extension Term for a period not to exceed two (2) months (an "End of Term Extension"), regardless of whether additional Extension Terms are available or not. The provisions of this Agreement in effect when such notice is given shall remain in effect during the End of Term Extension. The End of Term Extension shall automatically terminate upon execution of a replacement Agreement or modification extending the total term of this Agreement.

E. Early Termination in the Public Interest

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

i. Method and Content

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

ii. Obligations and Rights

Upon receipt of a termination notice for termination in the public interest, Grantee shall be subject to the rights and obligations set forth in **§12.A.i.a**.

iii. Payments

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

F. Grantee's Termination Under Federal Requirements

[Reserved].

## 3. Definitions

The following terms shall be construed and interpreted as follows:

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

B. "Award" [Reserved].

C. "Breach of Agreement" means the failure of a Party to perform any of its obligations in accordance with this Agreement, in whole or in part or in a timely or satisfactory manner. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Grantee, or the appointment of a receiver or similar officer for Grantee or any of its

property, which is not vacated or fully stayed within thirty (30) days after the institution of such proceeding, shall also constitute a breach. If Grantee is debarred or suspended under §24-109-105, C.R.S. at any time during the term of this Agreement, then such debarment or suspension shall constitute a breach.

D. "Budget" means the budget for the Work described in **Exhibit B, §5.2**.

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

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

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

H. "Default" means a Breach of Agreement that is not cured within 30 days after the delivery of written notice by the aggrieved Party to the other Party.

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

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

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

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

M. "Federal Award" [Reserved].

N. "Federal Awarding Agency" [Reserved].

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

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

Q. "Incident" means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access, loss, disclosure, modification, disruption, or destruction of any communications or information resources of the State, which are included as part of the Work, as described in §§24-37.5-401, et. seq., C.R.S. Incidents include, without limitation (i) successful attempts to gain unauthorized access to a State system or State Records regardless of where such information is located; (ii) unwanted disruption or denial of service; (iii) the unauthorized use of a State system for the processing or storage of data; or (iv) changes to

State system hardware, firmware, or software characteristics without the State's knowledge, instruction, or consent.

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

S. "Matching Funds" means the funds provided Grantee as a match required to receive the Grant Funds.

T. "Party" means the State or Grantee, and "Parties" means both the State and Grantee.

U. "PCI" means payment card information including any data related to credit card holders' names, credit card numbers, or other credit card information as may be protected by state or federal law.

V. "PII" means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. PII includes, but is not limited to, all information defined as personally identifiable information in §24-72-501 and 24-73-101, C.R.S. "PII" shall also mean "personal identifying information" as set forth at § 24-74-102, et seq., C.R.S.

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

X. "Project" means the overall project described in Exhibit B including, without limitation, the Work and the Services.

Y. "Subject Property" means real property that Grant Funds are used to acquire; or to which Grant Funds are used to make on-site improvements; or on which Grant Funds are used to construct, rehabilitate, clear or demolish improvements.

Z. "Recipient" [Reserved].

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

BB. "State Confidential Information" means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to, PII, PHI, PCI, Tax Information, CJI, and State personnel records not subject to disclosure under CORA. State Confidential Information shall not include information or data concerning individuals that is not deemed confidential but nevertheless belongs to the State, which has been communicated,

furnished, or disclosed by the State to Grantee which (i) is subject to disclosure pursuant to CORA; (ii) is already known to Grantee without restrictions at the time of its disclosure to Grantee; (iii) is or subsequently becomes publicly available without breach of any obligation owed by Grantee to the State; (iv) is disclosed to Grantee, without confidentiality obligations, by a third party who has the right to disclose such information; or (v) was independently developed without reliance on any State Confidential Information.

CC. "State Fiscal Rules" means the fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13) (a), C.R.S.

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

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

FF. "Subcontractor" means third-parties, if any, engaged by Grantee to aid in performance of the Work. "Subcontractor" also includes sub-grantees of grant funds.

GG. "Subrecipient" [Reserved].

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

II. "Uniform Guidance" [Reserved].

JJ. "Work" means the Goods delivered and Services performed pursuant to this Agreement.

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

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

## 4. Statement of Work

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

## 5. Payments to Grantee

A. Maximum Amount

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

B. Payment Procedures

i. Invoices and Payment

a. The State shall pay Grantee in the amounts and in accordance with the schedule and other conditions set forth in Exhibit B. Satisfactory performance of the terms of this Agreement is a condition precedent to the State's obligation to pay Grantee.

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

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

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

ii. Interest

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

iii. Payment Disputes

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

iv. Available Funds-Contingency-Termination

The State is prohibited by law from making commitments beyond the term of the current State Fiscal Year. Payment to Grantee beyond the current State Fiscal Year is contingent on the appropriation and continuing availability of Grant Funds in any subsequent year (as provided in the Colorado Special Provisions). If federal funds or funds from any other non-State funds constitute all or some of the Grant Funds, the State's obligation to pay Grantee shall be contingent upon such non-State funding continuing to be made available for payment. Payments to be made pursuant to this Agreement shall be made only from Grant Funds, and the State's liability for such payments shall be limited to the amount remaining of such Grant Funds. If State, federal or other funds are not appropriated, or otherwise become unavailable to fund this Agreement, the State may, upon written notice, terminate this Agreement, in whole or in part, without incurring further liability. The State shall, however, remain obligated to pay for Services and Goods that are delivered and accepted prior to the effective date of notice of termination, and this termination shall otherwise be treated as if this Agreement were terminated in the public interest as described in §2.E.

v. Federal Recovery

[Reserved].

C. Matching Funds

Grantee shall provide Matching Funds as provided in **Exhibit B**. Grantee shall have raised the full amount of Matching Funds prior to the Effective Date and shall report to the State regarding the status of such funds upon request. Grantee's obligation to pay all or any part of any matching funds, whether direct or contingent, only extend to funds duly and lawfully appropriated for the purposes of this Agreement by the authorized representatives of Grantee and paid into Grantee's treasury or bank account. Grantee represents to the State that the amount designated "Grantee's Matching Funds" in **Exhibit B** has been legally appropriated for the purposes of this Agreement by its authorized representatives and paid into its treasury or bank account. Grantee does not by this Agreement irrevocably pledge present cash reserves for payments in future fiscal years, and this Agreement is not intended to create a multiple-fiscal year debt of Grantee. Grantee shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by Grantee's laws or policies.

D. Reimbursement of Grantee Costs

Only with prior written approval, the State shall reimburse Grantee's allowable costs, not exceeding the maximum total amount described on the Cover Page, as described in this Grant and shown in the Budget in **Exhibit B**, except that Grantee may adjust the amounts between each line item of the Budget as provided for in §5.4 of **Exhibit B**, without formal modification to this Agreement as long as the Grantee provides notice to the State of the change, the change does not modify the total maximum amount of this Agreement or the maximum amount for any state fiscal year, and the change does not modify any requirements of the Work. However, any costs incurred by Grantee prior to the Effective Date shall not be reimbursed absent specific allowance of pre-agreement costs pursuant to §5.2.4 of **Exhibit B**. Grantee's costs for Work performed after the Fund Expenditure End Date shown on the Cover Page for this

Agreement, or after any phase performance period end date for a respective phase of the Work, shall not be reimbursable. The State shall only reimburse allowable costs described in this Agreement and shown in the Budget if those costs are:

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

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

E. Close-Out

DOLA shall not release final payment until Grantee has met its close-out obligations, which include, without limitation, completion of the Project, and compliance with all monitoring reporting requirements. Grantee shall close out this Agreement within forty-five (45) days after the Fund Expenditure End Date shown on the Signature and Cover Page for this Agreement. To complete close-out, Grantee shall submit to the State all deliverables (including documentation) as defined in this Agreement and Grantee's final reimbursement request or invoice. The State will withhold up to 10% of allowable costs until all final documentation has been submitted and accepted by the State as substantially complete.

**6. Reporting - Notification**

A. Periodic Reports

In addition to any reports required pursuant to **§§6, 7 & 16** of this Agreement, Grantee shall comply with all reporting requirements of **Exhibit B**.

B. Litigation Reporting

If Grantee is served with a pleading or other document in connection with an action before a court or other administrative decision making body, and such pleading or document relates to this Agreement or may affect Grantee's ability to perform its obligations under this Agreement, Grantee shall, within ten (10) days after being served, notify the State of such action and deliver copies of such pleading or document to the State's Principal Representative identified on the Cover Page.

C. Performance and Final Status

Grantee shall submit all financial, performance and other reports to the State as provided in §7 of Exhibit B and no later than 45 calendar days after the end of the Initial Term if no Extension Terms are exercised, or the final Extension Term exercised by the State, containing an evaluation and review of Grantee's performance and the final status of Grantee's obligations hereunder.

D. Violations Reporting

Grantee shall disclose, in a timely manner, in writing to the State, all violations of federal or State criminal law involving fraud, bribery or gratuity violations potentially affecting this Agreement. The State may impose any penalties for noncompliance allowed under 2 CFR Part

180 and 31 U.S.C. 3321, which may include, without limitation, suspension or debarment.

**7. Grantee Records**

A. Maintenance

Grantee shall make, keep, maintain, and allow inspection and monitoring by the State of a complete file of all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to the Work or the delivery of Services (including, but not limited to the operation of programs) or Goods hereunder. Grantee shall maintain such records for a period (the "Record Retention Period") of three (3) years following the date of submission to the State of the final expenditure report, or if this Agreement is renewed quarterly or annually, from the date of the submission of each quarterly or annual report, respectively. If any litigation, claim, or audit related to this Agreement starts before expiration of the Record Retention Period, the Record Retention Period shall extend until all litigation, claims, or audit findings have been resolved and final action taken by the State. The State may notify Grantee in writing that the Record Retention Period shall be extended. For records for real property and equipment, the Record Retention Period shall extend three years following final disposition of such property.

B. Inspection

Grantee shall permit the State, the federal government, and any other duly authorized agent of a governmental agency to audit, inspect, examine, excerpt, copy and transcribe Grantee Records during the Record Retention Period. Grantee shall make Grantee Records available during normal business hours at Grantee's office or place of business, or at other mutually agreed upon times or locations, upon no fewer than two (2) Business Days' notice from the State, unless the State determines that a shorter period of notice, or no notice, is necessary to protect the interests of the State.

C. Monitoring

The State will monitor Grantee's performance of its obligations under this Agreement using procedures as determined by the State. The State shall have the right, in its sole discretion, to change its monitoring procedures and requirements at any time during the term of this Agreement. The State shall monitor Grantee's performance in a manner that does not unduly interfere with Grantee's performance of the Work.

D. Final Audit Report

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

**8. Confidential Information-State Records**

A. Confidentiality

Grantee shall keep confidential, and cause all Subcontractors to keep confidential, all State Records, unless those State Records are publicly available. Grantee shall not, without prior

written approval of the State, use, publish, copy, disclose to any third party, or permit the use by any third party of any State Records, except as otherwise stated in this Agreement, permitted by law or approved in writing by the State. Grantee shall provide for the security of all State Confidential Information in accordance with all policies promulgated by the Colorado Office of Information Security and all applicable laws, rules, policies, publications, and guidelines. If Grantee or any of its Subcontractors will or may receive the following types of data, Grantee or its Subcontractors shall provide for the security of such data according to the following: **(i)** the most recently promulgated IRS Publication 1075 for all Tax Information and in accordance with the Safeguarding Requirements for Federal Tax Information attached to this Agreement as an Exhibit, if applicable, **(ii)** the most recently updated PCI Data Security Standard from the PCI Security Standards Council for all PCI, **(iii)** the most recently issued version of the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy for all CJI, and **(iv)** the federal Health Insurance Portability and Accountability Act for all PHI and the HIPAA Business Associate Agreement attached to this Agreement, if applicable. Grantee shall immediately forward any request or demand for State Records to the State's Principal Representative.

B. Other Entity Access and Nondisclosure Agreements

Grantee may provide State Records to its agents, employees, assigns and Subcontractors as necessary to perform the Work, but shall restrict access to State Confidential Information to those agents, employees, assigns and Subcontractors who require access to perform their obligations under this Agreement. Grantee shall ensure all such agents, employees, assigns, and Subcontractors sign agreements containing nondisclosure provisions at least as protective as those in this Agreement, and that the nondisclosure provisions are in force at all times the agent, employee, assign or Subcontractor has access to any State Confidential Information. Grantee shall provide copies of those signed nondisclosure provisions to the State upon execution of the nondisclosure provisions.

C. Use, Security, and Retention

Grantee shall use, hold and maintain State Confidential Information in compliance with any and all applicable laws and regulations in facilities located within the United States, and shall maintain a secure environment that ensures confidentiality of all State Confidential Information wherever located. Grantee shall provide the State with access, subject to Grantee's reasonable security requirements, for purposes of inspecting and monitoring access and use of State Confidential Information and evaluating security control effectiveness. Upon the expiration or termination of this Agreement, Grantee shall return State Records provided to Grantee or destroy such State Records and certify to the State that it has done so, as directed by the State. If Grantee is prevented by law or regulation from returning or destroying State Confidential Information, Grantee warrants it will guarantee the confidentiality of, and cease to use, such State Confidential Information.

D. Incident Notice and Remediation

If Grantee becomes aware of any Incident, it shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement,

as determined by the State. Unless Grantee can establish that none of Grantee or any of its agents, employees, assigns or Subcontractors are the cause or source of the Incident, Grantee shall be responsible for the cost of notifying each person who may have been impacted by the Incident. After an Incident, Grantee shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the State at no additional cost to the State. The State may adjust or direct modifications to this plan, in its sole discretion and Grantee shall make all modifications as directed by the State. If Grantee cannot produce its analysis and plan within the allotted time, the State, in its sole discretion, may perform such analysis and produce a remediation plan, and Grantee shall reimburse the State for the reasonable costs thereof.

E. Safeguarding PII

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

**9. Conflicts Of Interest**

A. Actual Conflicts of Interest

Grantee shall not engage in any business or activities, or maintain any relationships that conflict in any way with the full performance of the obligations of Grantee under this Agreement. Such a conflict of interest would arise when a Grantee or Subcontractor's employee, officer or agent were to offer or provide any tangible personal benefit to an employee of the State, or any member of his or her immediate family or his or her partner, related to the award of, entry into or management or oversight of this Agreement.

B. Apparent Conflicts of Interest

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

C. Disclosure to the State

If a conflict or the appearance of a conflict arises, or if Grantee is uncertain whether a conflict or the appearance of a conflict has arisen, Grantee shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Failure to promptly submit a disclosure statement or to follow the State's direction in regard to the actual or apparent conflict constitutes a breach of this Agreement.

D. Ethical Principles

Grantee acknowledges that all State employees are subject to the ethical principles described in §24-18-105, C.R.S. Grantee further acknowledges that State employees may be subject to the requirements of §24-18-105, C.R.S. with regard to this Agreement.

**10. Insurance**

Grantee shall obtain and maintain, and ensure that each Subcontractor shall obtain and maintain, insurance as specified in this section at all times during the term of this Agreement. All insurance policies required by this Agreement that are not provided through self-insurance shall be issued by insurance companies as approved by the State. Grantee may determine and require a higher limit of subcontractors or not require certain insurance in this **§10** that does not directly apply to the work of any subcontractors.

A. Workers' Compensation

Workers' compensation insurance as required by state statute, and employers' liability insurance covering all Grantee or Subcontractor employees acting within the course and scope of their employment.

B. General Liability

Commercial general liability insurance covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows:

i. $1,000,000 each occurrence;

ii. $1,000,000 general aggregate;

iii. $1,000,000 products and completed operations aggregate; and

iv. $50,000 any one (1) fire.

C. Automobile Liability

If applicable, automobile liability insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit of $1,000,000 each accident combined single limit.

D. Cyber/Network Security and Privacy Liability

This section ☒ shall | ☐ shall not apply to this Agreement.

Liability insurance covering civil, regulatory, and statutory damages, contractual damages,

data breach management exposure, and any loss of income or extra expense as a result of actual or alleged breach, violation, or infringement of right to privacy, consumer data protection law, confidentiality or other legal protection for personal information, as well as State Confidential Information with minimum limits as follows:

i. $1,000,000 each occurrence; and

ii. $2,000,000 general aggregate.

E. Professional Liability Insurance

This section ☒ shall | ☐ shall not apply to this Agreement.

Professional liability insurance covering any damages caused by an error, omission or any negligent act with minimum limits as follows:

i. $1,000,000 each occurrence; and

ii. $1,000,000 general aggregate.

F. Crime Insurance

Crime insurance coverage for financial loss of State or Federal Funds for causes including, but not limited to, theft, forgery, embezzlement and funds transfer fraud with minimum limits as follows:

i. $1,000,000 each occurrence; and

ii. $1,000,000 general aggregate.

G. Umbrella Liability Insurance

For construction projects exceeding $10,000,000, Grantee and Subcontractors shall maintain umbrella/excess liability insurance on an occurrence basis in excess of the underlying insurance described in §10.A through §10.E above. Coverage shall follow the terms of the underlying insurance, included the additional insured and waiver of subrogation provisions. The amounts of insurance required in subsections above may be satisfied by the Grantee and Subcontractor purchasing coverage for the limits specified or by any combination of underlying and umbrella limits, so long as the total amount of insurance is not less than the limits specified in each section previously mentioned. The insurance shall have a minimum amount of $5,000,000 per occurrence and $5,000,000 in the aggregate.

H. Property Insurance

If Grant Funds are provided for the acquisition, construction, or rehabilitation of real property, insurance on the buildings and other improvements now existing or hereafter erected on the premises and on the fixtures and personal property included in the Subject Property against loss by fire, other hazards covered by the so called “all risk” form of policy and such other perils as State shall from time to time require with respect to properties of the nature and in the geographical area of the Subject Properties, and to be in an amount at least equal to the replacement cost value of the Subject Property. Grantee will at its sole cost and expense, from

time to time and at any time, at the request of State provide State with evidence satisfactory to State of the replacement cost of the Subject Property. This insurance requirement shall only apply to the owner of the Subject Property or assignee as required by this Agreement.

I. Flood Insurance

If the Subject Property or any part thereof is at any time located in a designated official flood hazard area, flood insurance insuring the buildings and improvements now existing or hereafter erected on the Subject Property and the personal property used in the operation thereof in an amount equal to the lesser of the amount required for property insurance identified in §10.H above, or the maximum limit of coverage made available with respect to such buildings and improvements and personal property under applicable federal laws and the regulations issued thereunder.

J. Builder's Risk Insurance

This section ☐ shall | ☒ shall not apply to this Agreement.

Grantee and/or Subcontractor shall purchase and maintain property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial construction/rehabilitation costs, plus value of subsequent modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made or until no person or entity other than the property owner has an insurable interest in the property.

i. The insurance shall include interests of the property owner, Grantee, and Subcontractors in the Project as named insureds.

ii. All associated deductibles shall be the responsibility of the Grantee, and Subcontractor. Such policy may have a deductible clause but not to exceed $25,000.

iii. Property insurance shall be on an "all risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Grantee's and Subcontractor's services and expenses required as a result of such insured loss.

iv. Builders Risk coverage shall include partial use by Grantee and/or property owner.

v. The amount of such insurance shall be increased to include the cost of any additional work to be done on the Project, or materials or equipment to be incorporated in the Project, under other independent contracts let or to be let. In such event, Subcontractor shall be reimbursed for this cost as his or her share of the insurance in the same ratio as the ratio of the insurance represented by such independent contracts let or to be let to the total insurance carried.

K. Pollution Liability Insurance

If Grantee and/or its Subcontractor is providing directly or indirectly work with pollution/environmental hazards, they must provide or cause those conducting the work to provide Pollution Liability Insurance coverage. The Pollution Liability policy must include contractual liability coverage. The policy limits shall be in the amount of $1,000,000 with maximum deductible of $25,000 to be paid by the Grantee's Subcontractor.

L. Additional Insured

The State shall be named as additional insured on all commercial general liability policies (leases and construction contracts require additional insured coverage for completed operations) required of Grantee and Subcontractors.

M. Primacy of Coverage

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

N. Cancellation

All commercial insurance policies shall include provisions preventing cancellation or non-renewal, except for cancellation based on non-payment of premiums, without at least 30 days prior notice to Grantee and Grantee shall forward such notice to the State in accordance with **§14** within seven (7) days of Grantee's receipt of such notice.

O. Subrogation Waiver

All commercial insurance policies secured or maintained by Grantee or its Subcontractors in relation to this Agreement shall include clauses stating that each carrier shall waive all rights of recovery under subrogation or otherwise against Grantee or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

P. Public Entities

If Grantee is a "public entity" within the meaning of the Colorado Governmental Immunity Act, §§24-10-101, et seq., C.R.S. (the "GIA"), Grantee shall maintain, in lieu of the liability insurance requirements stated above, at all times during the term of this Agreement such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the GIA. If a Subcontractor is a public entity within the meaning of the GIA, Grantee shall ensure that the Subcontractor maintain at all times during the terms of this Grantee, in lieu of the liability insurance requirements stated above, such liability insurance, by commercial policy or self-insurance, as is necessary to meet the Subcontractor's obligations under the GIA.

Q. Certificates

For each commercial insurance plan provided by Grantee under this Agreement, Grantee shall provide to the State certificates evidencing Grantee's insurance coverage required in this Agreement within seven (7) Business Days following the Effective Date. Grantee shall provide

to the State certificates evidencing Subcontractor insurance coverage required under this Agreement within seven (7) Business Days following the Effective Date, except that, if Grantee's subcontract is not in effect as of the Effective Date, Grantee shall provide to the State certificates showing Subcontractor insurance coverage required under this Agreement within seven (7) Business Days following Grantee's execution of the subcontract. No later than fifteen (15) days before the expiration date of Grantee's or any Subcontractor's coverage, Grantee shall deliver to the State certificates of insurance evidencing renewals of coverage. At any other time during the term of this Agreement, upon request by the State, Grantee shall, within seven (7) Business Days following the request by the State, supply to the State evidence satisfactory to the State of compliance with the provisions of this section.

**11. Breach of Agreement**

In the event of a Breach of Agreement, the aggrieved Party shall give written notice of Breach of Agreement to the other Party. If the notified Party does not cure the breach, at its sole expense, within thirty (30) days after the delivery of written notice, the Party may exercise any of the remedies as described in **§12** for that Party except that, at the aggrieved Party's sole discretion, the thirty (30) day period may be extended. Notwithstanding any provision of this Agreement to the contrary, the State, in its discretion, need not provide notice or a cure period and may immediately terminate this Agreement in whole or in part or institute any other remedy in this Agreement in order to protect the public interest of the State; or if Grantee is debarred or suspended under §24-109-105, C.R.S., the State, in its discretion, need not provide notice or cure period and may terminate this Agreement in whole or in part or institute any other remedy in this Agreement as of the date that the debarment or suspension takes effect.

**12. Remedies**

A. State's Remedies

If Grantee is in breach under any provision of this Agreement and fails to cure such breach, the State, following the notice and cure period set forth in **§11,** shall have all of the remedies listed in this section in addition to all other remedies set forth in this Agreement or at law. The State may exercise any or all of the remedies available to it, in its discretion, concurrently or consecutively.

i. Termination for Breach

In the event of Grantee's uncured breach, the State may terminate this entire Agreement or any part of this Agreement. Grantee shall continue performance of this Agreement to the extent not terminated, if any.

a. Obligations and Rights

To the extent specified in any termination notice, Grantee shall not incur further obligations or render further performance past the effective date of such notice, and shall terminate outstanding orders and subcontracts with third parties. However, Grantee shall complete and deliver to the State all Work not cancelled by the termination notice, and may incur obligations as necessary to do so within this Agreement's terms. At the

request of the State, Grantee shall assign to the State all of Grantee's rights, title, and interest in and to such terminated orders or subcontracts. Upon termination, Grantee shall take timely, reasonable and necessary action to protect and preserve property in the possession of Grantee but in which the State has an interest. At the State's request, Grantee shall return materials owned by the State in Grantee's possession at the time of any termination. Grantee shall deliver all completed Work Product and all Work Product that was in the process of completion to the State at the State's request.

b. Payments

Notwithstanding anything to the contrary, the State shall only pay Grantee for accepted Work received as of the date of termination. If, after termination by the State, the State agrees that Grantee was not in breach or that Grantee's action or inaction was excusable, such termination shall be treated as a termination in the public interest, and the rights and obligations of the Parties shall be as if this Agreement had been terminated in the public interest under **§2.E**.

c. Damages and Withholding

Notwithstanding any other remedial action by the State, Grantee shall remain liable to the State for any damages sustained by the State in connection with any breach by Grantee, and the State may withhold payment to Grantee for the purpose of mitigating the State's damages until such time as the exact amount of damages due to the State from Grantee is determined. The State may withhold any amount that may be due Grantee as the State deems necessary to protect the State against loss including, without limitation, loss as a result of outstanding liens and excess costs incurred by the State in procuring from third parties replacement Work as cover.

ii. Remedies Not Involving Termination

The State, in its discretion, may exercise one or more of the following additional remedies:

a. Suspend Performance

Suspend Grantee's performance with respect to all or any portion of the Work pending corrective action as specified by the State without entitling Grantee to an adjustment in price or cost or an adjustment in the performance schedule. Grantee shall promptly cease performing Work and incurring costs in accordance with the State's directive, and the State shall not be liable for costs incurred by Grantee after the suspension of performance.

b. Withhold Payment

Withhold payment to Grantee until Grantee corrects its Work.

c. Deny Payment

Deny payment for Work not performed, or that due to Grantee's actions or inactions, cannot be performed or if they were performed are reasonably of no value to the state; provided, that any denial of payment shall be equal to the value of the obligations not

performed.

d. Removal

Demand immediate removal of any of Grantee's employees, agents, or Subcontractors from the Work whom the State deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable or whose continued relation to this Agreement is deemed by the State to be contrary to the public interest or the State's best interest.

e. Intellectual Property

If any Work infringes, or if the State in its sole discretion determines that any Work is likely to infringe, a patent, copyright, trademark, trade secret or other intellectual property right, Grantee shall, as approved by the State **(i)** secure that right to use such Work for the State and Grantee; **(ii)** replace the Work with noninfringing Work or modify the Work so that it becomes noninfringing; or, **(iii)** remove any infringing Work and refund the amount paid for such Work to the State.

f. Collection of Unallowable Costs (2CFR 200.410)

[Reserved].

g. Technical Assistance

State may elect to conduct on-site monitoring and work closely with Grantee until the Project is back on schedule. State shall provide prior written notice to Grantee if its elects to conduct on-site monitoring, which shall be conducted during normal business hours and shall not unduly disrupt Grantee's business operations.

B. Grantee's Remedies

If the State is in breach of any provision of this Agreement and does not cure such breach, Grantee, following the notice and cure period in **§11** and the dispute resolution process in **§13** shall have all remedies available at law and equity.

**13. Dispute Resolution**

A. Initial Resolution

Except as herein specifically provided otherwise, disputes concerning the performance of this Agreement which cannot be resolved by the designated Agreement representatives shall be referred in writing to a senior departmental management staff member designated by the State and a senior manager designated by Grantee for resolution.

B. Resolution of Controversies

If the initial resolution described in **§13.A** fails to resolve the dispute within ten (10) Business Days, Grantee shall submit any alleged breach of this Agreement by the State to the Procurement Official of the Department of Local Affairs as described in §24-101-301(30), C.R.S. for resolution following the same resolution of controversies process as described in §24-106-109, C.R.S. and §§24-109-101.1 through 24-109-505, C.R.S. (the "Resolution

Statutes"), except that if Grantee wishes to challenge any decision rendered by the Procurement Official, Grantee's challenge shall be an appeal to the executive director of the Department of Personnel and Administration, or their delegate, in the same manner as described in the Resolution Statutes before Grantee pursues any further action. Except as otherwise stated in this Section, all requirements of the Resolution Statutes shall apply including, without limitation, time limitations regardless of whether the Colorado Procurement Code applies to this Agreement.

**14. Notices and Representatives**

Each individual identified as a Principal Representative on the Cover Page for this Agreement shall be the principal representative of the designating Party. All notices required or permitted to be given under this Agreement shall be in writing, and shall be delivered **(A)** by hand with receipt required, **(B)** by certified or registered mail to such Party's principal representative at the address set forth on the Cover Page for this Agreement or **(C)** as an email with read receipt requested to the principal representative at the email address, if any, set forth on the Cover Page for this Agreement. If a Party delivers a notice to another through email and the email is undeliverable, then, unless the Party has been provided with an alternate email contact, the Party delivering the notice shall deliver the notice by hand with receipt required or by certified or registered mail to such Party's principal representative at the address set forth on the Cover Page for this Agreement. Either Party may change its principal representative or principal representative contact information, or may designate specific other individuals to receive certain types of notices in addition to or in lieu of a principal representative, by notice submitted in accordance with this section without a formal amendment to this Agreement. Unless otherwise provided in this Agreement, notices shall be effective upon delivery of the written notice.

**15. Rights in Work Product and Other Information**

A. Work Product

i. Copyrights

[Reserved].

ii. Patents

[Reserved].

iii. Assignments and Assistance

Whether or not Grantee is under contract with the State at the time, Grantee shall execute applications, assignments, and other documents, and shall render all other reasonable assistance requested by the State, to enable the State to secure patents, copyrights, licenses and other intellectual property rights related to the Work Product. The Parties intend the Work Product to be works made for hire. Grantee assigns to the State and its successors and assigns, the entire right, title, and interest in and to all causes of action, either in law or in equity, for past, present, or future infringement of intellectual property rights related to the Work Product and all works based on, derived from, or incorporating the Work Product.

B. Exclusive Property of the State

Except to the extent specifically provided elsewhere in this Agreement, any pre-existing State Records, State software, research, reports, studies, photographs, negatives or other documents, drawings, models, materials, data and information shall be the exclusive property of the State (collectively, "State Materials"). Grantee shall not use, willingly allow, cause or permit Work Product or State Materials to be used for any purpose other than the performance of Grantee's obligations in this Agreement without the prior written consent of the State. Upon termination of this Agreement for any reason, Grantee shall provide all Work Product and State Materials to the State in a form and manner as directed by the State.

C. Exclusive Property of Grantee

Grantee retains the exclusive rights, title, and ownership to any and all pre-existing materials owned or licensed to Grantee including, but not limited to, all pre-existing software, licensed products, associated source code, machine code, text images, audio and/or video, and third-party materials, delivered by Grantee under this Agreement, whether incorporated in a Deliverable or necessary to use a Deliverable (collectively, "Grantee Property"). Grantee Property shall be licensed to the State as set forth in this Agreement or a State approved license agreement: (i) entered into as exhibits to this Agreement, (ii) obtained by the State from the applicable third-party vendor, or (iii) in the case of open source software, the license terms set forth in the applicable open source license agreement.

**16. Statewide Contract Management System**

If the maximum amount payable to Grantee under this Agreement is $100,000 or greater, either on the Effective Date or at any time thereafter, this section shall apply. Grantee agrees to be governed by and comply with the provisions of §§24-106-103, 24-102-206, 24-106-106, and 24-106-107, C.R.S. regarding the monitoring of vendor performance and the reporting of Agreement performance information in the State's Agreement management system ("Contract Management System" or "CMS"). Grantee's performance shall be subject to evaluation and review in accordance with the terms and conditions of this Agreement, Colorado statutes governing CMS, and State Fiscal Rules and State Controller policies.

**17. Restrictions on Public Benefits**

This section ☐ shall | ☒ shall not apply to this Agreement.

Grantee shall confirm that any individual natural person is lawfully present in the United States pursuant to 8 U.S.C. §§1601 *et seq*. when such individual applies for public benefits provided under this Agreement by requiring the applicant to:

A. Produce a verification document in accordance with 62 Fed. Reg. 221 (November 17, 1997), pp. 61,363 - 61,371; and,

B. Execute a Residency Declaration, attached as Form 1, or a substantially similar form as determined by the State.

## 18. General Provisions

A. Applicable Laws

At all times during the performance of this Agreement, Grantee shall comply with all applicable Federal and State laws and their implementing regulations, currently in existence and as hereafter amended including, without limitation, those set forth on **Exhibit A**, Applicable Laws. Grantee also shall require compliance with such laws and regulations by Subcontractors under subcontracts permitted by this Agreement.

B. Assignment

Grantee's rights and obligations under this Agreement are personal and may not be transferred or assigned without the prior, written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Grantee's rights and obligations approved by the State shall be subject to the provisions of this Agreement.

C. Subcontracts

Grantee shall not enter into any subgrant or subcontract in connection with its obligations under this Agreement without the prior, written approval of the State. Grantee shall submit to the State a copy of each such subgrant or subcontract upon request by the State. All subgrants and subcontracts entered into by Grantee in connection with this Agreement shall comply with all applicable federal and state laws and regulations, shall provide that they are governed by the laws of the State of Colorado, and shall be subject to all provisions of this Agreement.

D. Binding Effect

Except as otherwise provided in §18.B and **Exhibit B**, all provisions of this Agreement, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.

E. Authority

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

F. Captions and References

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

G. Counterparts

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

H. Entire Understanding

This Agreement represents the complete integration of all understandings between the Parties related to the Work, and all prior representations and understandings related to the Work, oral or written, are merged into this Agreement. Prior or contemporaneous additions, deletions, or other changes to this Agreement shall not have any force or effect whatsoever, unless embodied herein.

I. Digital Signatures

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

J. Jurisdiction and Venue

All suits, actions, or proceedings related to this Agreement shall be held in the State of Colorado. Exclusive venue shall be in the City and County of Denver, except as otherwise required by Colorado law.

K. Modification

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

i. By the Parties

The State, at its discretion, shall have the option to unilaterally extend the Initial Agreement Expiration Date, change the Agreement Maximum Amount, and in the Statement of Work (**Exhibit B**), adjust the Project Budget, modify the Service Area, the Milestones, the Responsible Administrator, the Payment Schedule, and the Remittance Address through an Option Letter in a form substantially similar to **Exhibit G**, properly executed and approved in accordance with applicable State laws, regulations, and policies. Modifications other than by Option Letter shall not take effect unless agreed to in writing by both parties in an amendment to this Agreement properly executed and approved in accordance with State laws, regulations, and policies.

ii. By Operation of Law

This Agreement is subject to such modifications as may be required by changes in Federal or Colorado State law, or their implementing regulations. Any such required modification automatically shall be incorporated into and be part of this Agreement on the effective date of such change, as if fully set forth herein.

iii. Items not Requiring Modification - Consents

Where the terms of this Agreement require the Grantee to obtain the consent of the Division of Housing, the Division Director or their delegate shall be authorized to provide such consent.

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

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

M. External Terms and Conditions

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

N. Severability

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

O. Survival of Certain Agreement Terms

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

P. Taxes

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

Q. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described in **§18.B,** this Agreement does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Agreement are incidental to this Agreement, and do not create any rights for such third

parties.

R. Waiver

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

S. CORA Disclosure

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

T. Standard and Manner of Performance

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

U. Licenses, Permits, and Other Authorizations

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

V. Indemnification

i. General Indemnification

Grantee shall indemnify, save, and hold harmless the State, its employees, agents and assignees (the "Indemnified Parties"), against any and all costs, expenses, claims, damages, liabilities, court awards and other amounts (including attorneys' fees and related costs) incurred by any of the Indemnified Parties in relation to any act or omission by Grantee, or its employees, agents, Subcontractors, or assignees in connection with this Agreement.

ii. Confidential Information Indemnification

Disclosure or use of State Confidential Information by Grantee in violation of **§8** may be cause for legal action by third parties against Grantee, the State, or their respective agents. Grantee shall indemnify, save, and hold harmless the Indemnified Parties, against any and all claims, damages, liabilities, losses, costs, expenses (including attorneys' fees and costs) incurred by the State in relation to any act or omission by Grantee, or its employees, agents, assigns, or Subcontractors in violation of **§8**.

iii. Intellectual Property Indemnification

Grantee shall indemnify, save, and hold harmless the Indemnified Parties, against any and all

costs, expenses, claims, damages, liabilities, and other amounts (including attorneys' fees and costs) incurred by the Indemnified Parties in relation to any claim that any Work infringes a patent, copyright, trademark, trade secret, or any other intellectual property right.

iv. Accessibility Indemnification

Grantee shall indemnify, save, hold harmless, and assume liability on behalf of the State, its officers, employees, agents and assignees (collectively the "Indemnified Parties"), for any and all costs, expenses, claims, damages, liabilities, court awards, attorney fees and related costs, and other amounts incurred by any of the Indemnified Parties in relation to Grantee's noncompliance with §§24-85-101, et seq., C.R.S., or the Accessibility Standards for Individuals with a Disability as established by the Office of Information Technology pursuant to Section §24-85-103, C.R.S. State employees are considered third parties for the purposes of this section.

W. Compliance with State and Federal Law, Regulations, and Executive Orders

[Reserved].

X. Accessibility

i. Grantee shall comply with the Accessibility Standards for Individuals with a Disability, as adopted by the Office of Information Technology pursuant to §24-85-103 C.R.S.

ii. The State may require Grantee's compliance with the Accessibility Standards for Individuals with a Disability adopted by the Office of Information Technology pursuant to §24-85-103 C.R.S. is determined and tested by a qualified third party selected by the State. The State may ask the Grantee to review the selection of the third party. Grantee shall be responsible for all costs associated with the third-party vendor's assessment. If Grantee is not in compliance as determined by the third-party vendor, at the State's request and at the State's direction, Grantee shall promptly take all necessary actions to come into compliance using a State-approved vendor, at no additional cost to the State.

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

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

A. Statutory Approval. §24-30-202(1), C.R.S.

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

B. Fund Availability. §24-30-202(5.5), C.R.S.

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

C. Governmental Immunity.

Liability for claims for injuries to persons or property arising from the negligence of the State,

its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, et seq., C.R.S. No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

D. Independent Contractor.

Grantee shall perform its duties hereunder as an independent contractor and not as an employee. Neither Grantee nor any agent or employee of Grantee shall be deemed to be an agent or employee of the State. Grantee shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. Grantee and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Grantee or any of its agents or employees. Grantee shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Agreement. Grantee shall (i) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (ii) provide proof thereof when requested by the State, and (iii) be solely responsible for its acts and those of its employees and agents.

E. Compliance with Law.

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

F. Choice of Law, Jurisdiction and Venue.

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

G. Prohibited Terms.

Any term included in this Agreement that requires the State to indemnify or hold Grantee harmless; requires the State to agree to binding arbitration; limits Grantee's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be void ab initio. Nothing in this Agreement shall be construed as a waiver of any provision of §24-106-109 C.R.S.

H. Software Piracy Prohibition.

State or other public funds payable under this Agreement shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or

applicable licensing restrictions. Grantee hereby certifies and warrants that, during the term of this Agreement and any extensions, Grantee has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Grantee is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Agreement, including, without limitation, immediate termination of this Agreement and any remedy consistent with federal copyright laws or applicable licensing restrictions.

I. Employee Financial Interest/Conflict of Interest. §§24-18-201 and 24-50-507, C.R.S.

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Agreement. Grantee has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Grantee's services and Grantee shall not employ any person having such known interests.

J. Vendor Offsets and Erroneous Payments. §§24-30-202(1) and 24-30-202.4, C.R.S.

[*Not applicable to intergovernmental agreements*] Subject to §24-30-202.4(3.5), C.R.S., the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: **(i)** unpaid child support debts or child support arrearages; **(ii)** unpaid balances of tax, accrued interest, or other charges specified in §§39-21-101, *et seq.*, C.R.S.; **(iii)** unpaid loans due to the Student Loan Division of the Department of Higher Education; **(iv)** amounts required to be paid to the Unemployment Compensation Fund; and **(v)** other unpaid debts owing to the State as a result of final agency determination or judicial action. The State may also recover, at the State's discretion, payments made to Grantee in error for any reason, including, but not limited to, overpayments or improper payments, and unexpended or excess funds received by Grantee by deduction from subsequent payments under this Agreement, deduction from any payment due under any other contracts, grants or agreements between the State and Grantee, or by any other appropriate method for collecting debts owed to the State.

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## Exhibit A, Applicable Laws

Laws, regulations, and authoritative guidance applicable to this Agreement may include, without limitation:

1. Age Discrimination Act of 1975, 42 U.S.C. 6101, et seq.
2. Age Discrimination in Employment Act of 1967, 29 U.S.C. 621, et seq.
3. Americans with Disabilities Act of 1990, 42 U.S.C. 12101, et seq.
4. Equal Pay Act of 1963, 29 U.S.C. 206(d)
5. Immigration Reform and Control Act of 1986, Pub. L. No. 99-603, 100 Stat. 3359
6. Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794, implementing regulations at 24 CFR Part 8
7. Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d, et seq.
8. Title VII of the Civil Rights Act of 1964, 42 U.S.C. 2000e, et seq.
9. Title IX of the Education Amendments of 1972, 20 U.S.C. 1681, et seq.
10. §24-34-301, *et seq*., C.R.S. (Colorado Civil Rights)
11. Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. 1701u, implementing regulations at 24 CFR Part 135
12. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. 4601, et seq., implementing regulations at 49 CFR Part 24
13. Davis-Bacon Act, 40 U.S.C. 3141, et seq., implementing regulations at 29 CFR Parts 1, 3, 5, 6, and 7.
14. Contract Work Hours and Safety Standards Act, 40 U.S.C. 3701, et seq., implementing regulations at 29 CFR Part 5.
15. Colorado Local Government Audit Law, §29-1-601, et seq., C.R.S.
16. Colorado Housing Act of 1970, §24-32-701, *et seq*., C.R.S.
17. §24-75-601, *et seq*., C.R.S. (Funds – Legal Investments)
18. McKinney–Vento Homeless Assistance Act of 1987 (Pub. L. 100-77, July 22, 1987, 101 Stat. 482, 42 U.S.C. § 11301 et seq.).
19. HOME Investment Partnerships Program Final Rule at 24 CFR Part 92.

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# EXHIBIT B

# STATEMENT OF WORK

## 1. GENERAL

**1.1. Project Description.** The Grantee is being provided with funds (the "Grant Funds") to support Grantee's Single-Family Owner-Occupied ("SFOO") housing rehabilitation program (the "Program"), which serves households at or below 80% of Area Median Income ("AMI"). The Grant Funds shall support approximately up to thirty (30) grants to homeowners for emergency rehabilitation of their properties and administration fees ("Rehabilitation Grants").

**1.2. Service Area.** Performance of services for this Agreement shall occur in Pueblo County and in such areas as have opted into Proposition 123.

**1.3. Grantee's Obligations**.

**1.3.1.** Grantee shall complete the Project or cause the Project to be completed, administer this Agreement, and provide required documentation to the State as specified herein.

**1.3.2.** Grantee shall enter into a written agreement(s), the content of which meets DOLA's requirements, with the following individuals or entities prior to disbursing any funds:

**1.3.2.1.** All Subcontractors engaged by Grantee to aid in the performance of the Work.

**1.3.2.2.** Individuals who receive direct benefits under this Agreement (i.e. program Beneficiaries).

**1.3.3.** Grantee's rights and obligations under this **Exhibit B** are personal and may not be transferred or assigned without the prior, written consent of DOH. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Grantee's rights and obligations approved by the State shall be subject to the provisions of this Agreement.

**1.4. Time of Performance**. Grantee shall commence its performance of the Work on the Agreement Performance Beginning Date and complete all Work prior to the Initial Agreement Expiration Date (both of which are shown on the cover page of the Grant Agreement). The Initial Agreement Expiration Date may be extended in accordance with **§2C**, **§2D**, or **§18K** of the Grant Agreement. To initiate the extension process, Grantee shall submit a written request to DOH Asset Manager at least 60 days prior to the Initial Agreement Expiration Date, and shall include a full justification for the extension request.

## 2. Definitions.

The following definitions are in addition to definitions appearing in the main Grant Agreement and other Exhibits.

**2.1. Affordability Period.** "Affordability Period" shall have the meaning described at **§8.1.7.**

**2.2. Beneficiaries.** "Beneficiaries" means the persons and/or households who are the end users that benefit from the Project.

**2.3. Extremely Low-Income Family**. "Extremely Low-Income Family" means a household whose annual income does not exceed 30 percent of the median household income of a geographic area, as determined by HUD, with adjustments for smaller and larger families

**2.4. HUD.** "HUD" is the United States Department of Housing and Urban Development.

**2.5. Low-Income Family.** "Low-Income Family" means a family whose annual income does not exceed 80 percent of AMI, as determined by HUD, with adjustments for smaller and larger families, or as HUD may establish for the area. The Area Median Income limits for this Project are published annually on CHFA's website, or if no longer published by CHFA, an equivalent index shall be designated by DOLA.

**2.6. Other Funds.** "Other Funds" means funding provided or to be provided by other federal, state, local, or private sources for the Project. Other Funds are good faith estimates and do not include Grant Funds.

**2.7. Pre-Agreement Costs**. "Pre-Agreement Costs" are costs incurred prior to the Effective Date of this Agreement that are eligible for payment with Grant Funds. Pre-Agreement Costs are allowed only to the extent such costs are specifically identified in §5.2.4 of this Exhibit B.

**2.8. Project.** "Project" means the overall project described in **§1.1** including, without limitation, the Work.

**2.9. Project Close-Out Date.** "Project Close-Out Date" shall mean the date DOLA determines the Project is complete as identified in writing to the Grantee.

**2.10. Substantial Completion.** "Substantial Completion" means Final loan closing under the Agreement for Single-Family Owner-Occupied Rehabilitation and Down Payment Assistance programs.

**2.11. Work.** See §3II of the main Grant Agreement.

## 3. DELIVERABLES

**3.1. Outcome.** Project Completion in accordance with C.R.S. 24-32-721, the Grantee's grant application, the Performance Measures set forth below, and the other terms and conditions of this Grant Agreement.

**3.2. Performance Measures**. Grantee shall comply with the following Milestones and Target Dates:

| Milestone/Grantee shall: | Target Date: |
|---|---|
| Submit required insurance certificates | Within 7 days of agreement execution<br><br>Ongoing renewals of coverage, no later than 15 days before expiration of coverage |

| Milestone/Grantee shall: | Target Date: |
|---|---|
| Grant must be 30% drawn within one year of contract execution | 08/31/2027 (or 1 year from execution date) |
| Submit Quarterly and Narrative Report | Ongoing |
| Submit Project Completion Report | At contract execution |
| Submit any audit performed for any fiscal year covering a portion of the term of Agreement. [per Section 7.2 of Statement of Project] | Ongoing |
| Complete 4 grants per quarter | Ongoing |
| Complete 30 grants | August 31, 2028 |
| Submit the First Three Pages of an Appraisal or a copy of the FEMA Floodplain FIRM Map for Flood Zone Information | Ongoing |
| Submit a 504 Self Evaluation checklist/plan. Revise all policies and procedures identified as deficient. | August 31, 2028 |

## 4. KEY PERSONNEL

**4.1. Responsible Administrator.** Grantee's performance hereunder shall be under the direct supervision of the individual identified below, an employee or agent of Grantee, who is hereby designated as the Responsible Administrator of this project:

Melissa Cook, Director, Housing and Citizen Services
1 City Hall Place
Pueblo, CO 81003
mcook@pueblo.us

**4.2. Other Key Personnel.** None.

**4.3. DOH Asset Manager**. Brittany Bell, brittany.bell@state.co.us

**4.4. Replacement Personnel.** If any Grantee Key Personnel cease to serve, Grantee shall immediately notify DOH of such event in writing. Replacement of Grantee Key Personnel shall be subject to DOH approval. Requests to replace Grantee Key Personnel shall be made in writing and shall include, without limitation, the name of the person, their qualifications, and the effective date of the proposed change. Notices sent pursuant to this subsection shall be sent in accordance with **§14** of the main body of the Agreement, with a copy to DOH Asset Manager. Anytime Grantee Key Personnel cease to serve, the State, at its sole discretion, may direct Grantee to suspend work on the Project until such time as the Grantee proposes a replacement and such replacement is approved by DOH.

## 5. FUNDING

The amount of funding provided by the State is limited to the Agreement Maximum Amount shown on the Cover Page of the Grant Agreement, and is shown in the table in **§5.2.1** as "Grant Funds (DOLA)". The Grant Funds shall be used for activities shown in table in **§5.2.3**.

**5.1. Other Funds.** Grantee shall provide all funds necessary to complete the Project. All Sources listed below, other than the Grant Funds and Matching Funds (if any), are good faith estimates.

**5.2. Project Budget.**

**5.2.1. Sources.**

| Source | Amount |
|---|---|
| Prop 123 (AHOP) (DOLA) | $200,000.00 |
| **Total Sources** | **$200,000.00** |

**5.2.2. Uses.**

| Use | Amount |
|---|---|
| Rehabilitation Costs | $160,000.00 |
| Administration (Project Delivery/Program Overhead) | $40,000.00 |
| **Total Uses** | **$200,000.00** |

**5.2.3. Grant Funds (DOLA).** Costs eligible for payment with DOLA Grant Funds are limited to the items and amounts listed in the table below (subject to any line item adjustments made pursuant to **§5.4.1**).

| Eligible Use | Amount |
|---|---|
| Rehabilitation Costs | $160,000.00 |
| Administration (Project Delivery/Program Overhead) | $39,000.00 |
| Retainage Reserves | $1,000.00 |
| **Total** | **$200,000.00** |

**5.2.4. Pre-Agreement Costs.** [Reserved].

**5.3. Matching Funds.** Grantee shall provide the funds, if any, identified as "Matching Funds" in **§5.2.1**, above.

**5.4. Project Budget Line Item Adjustments**

**5.4.1.** If the table in **§5.2.3** lists more than one Eligible Use, Grantee shall have authority to make adjustments between line items, up to an aggregate of 10% of such line item, without the prior approval of the State. Such authority shall not allow Grantee to transfer to or between administration budget lines (e.g. development fees, overhead and project delivery). Grantee shall send written notification of allowed adjustments to the State within 30 days of such adjustment.

**5.4.2.** Changes to individual line item amounts in excess of 10% require prior written approval of the DOLA Controller. Grantee shall submit a written request for changes pursuant to this Section to the State. Such request shall include the amount of such request, the reason for the request and any necessary documentation. If the State approves such request, the State may unilaterally execute an Option Letter accepting such request pursuant to **§18K** of the Grant Agreement.

## 6. PAYMENT

Payments to Grantee shall be made in accordance with the provisions of **§5** of the Grant Agreement, and this **§6** of **Exhibit B**.

**6.1. Payment Schedule**. Grantee shall submit all payment requests in a timely manner. Unless otherwise agreed to by DOH, Grantee shall submit payment requests once per

month, on or before the 20th of each month. Eligible expenses incurred by Grantee during any calendar month shall be included in the following month's pay request. Grantee shall submit payment requests to the DOH Asset Manager listed in §4.3. The DOH Asset Manager shall review the payment request and, if approved, shall submit the pay request to DOLA accounting for its review, approval and payment.

| Payment | Amount | Timing |
|---|---|---|
| **Interim Payment(s)** | $199,000.00 | Paid upon DOLA's receipt and approval of a written request for payment and expense documentation of eligible costs. |
| **Final Payment** | $1000.00 | Paid upon DOLA's receipt and approval of a written request for payment, expense documentation of eligible costs, Beneficiary data, and all required reports. |
| **Total** | **$200,000.00** | |

**6.2. Remittance Address**. If mailed, payments shall be remitted to the following address unless changed in accordance with **§14** of the Agreement:

City of Pueblo
PO Box 1427
Pueblo, CO 81002

**6.3. Interest.** If advance payments are authorized, Grantee or Subgrantee may keep interest earned from Grant Funds up to $500 per year for administrative expenses. All interest earned in excess of $500 shall be remitted to DOLA.

**6.4. Withholding of Payments.** In addition to any other rights that the State has with respect to enforcement of this Agreement, DOH may, at its discretion, withhold its approval of payment requests submitted by Grantee pursuant to **§6.1** pending Grantee's submission and DOH's review and approval of any reporting required pursuant to the terms of the main body of the Grant Agreement or this **Exhibit B**.

## 7. ADMINISTRATIVE REQUIREMENTS - STATE

Grantee shall administer Grant Funds in accordance with the requirements of this Agreement, Division of Housing (DOH) Guidelines, and this **Exhibit B**.

**7.1. Accounting**. Grantee shall maintain segregated accounts of Grant Funds and Other Funds associated with the Project and make those records available to the State upon request. All receipts and expenditures associated with the Project shall be documented in a detailed and specific manner, in accordance with the Project Budget in **§5.2** above.

**7.2. Audit Report**. If an audit is performed on Grantee's records for any fiscal year covering a portion of the term of this Agreement or any other grants/contracts with DOLA, Grantee shall submit the final audit report, including a report in accordance with the Single Audit Act and 2 CFR 200.500, *et seq*., to:

Department of Local Affairs
Accounting & Financial Services
1570 Grant Street
Denver, CO 80203, or

email to: dola.audit@state.co.us, and brittany.bell@state.co.us

**7.3. Cost Certification**. [Reserved].

**7.4. Reporting.** In addition to all reporting required pursuant to the terms of the main Agreement, Grantee shall submit to DOLA the reports listed below in a format acceptable to the State. If such reports are not submitted in a timely manner, the State may withhold payments to Grantee as provided in **§6** of this **Exhibit B**.

**7.4.1. Financial Status Report.** Within twenty (20) calendar days of the end of each quarter.

**7.4.2. Performance Report**. Within twenty (20) calendar days of the end of each quarter.

**7.4.3. Lease-up Report.** [Reserved].

**7.4.4. Project Completion Report**. Within thirty (30) calendar days of the Substantial Completion, Grantee shall submit the AHOP Project Completion Report including all attachments, and the final Financial Status Report. If Grantee does not utilize all of the Grant Funds, then Grantee shall provide DOLA with a deobligation letter with the final completion report.

**7.4.5. Davis-Bacon Payroll Reports**. [Reserved].

**7.4.6. Program Income**. If this project generates Program Income, Grantee shall submit Program Income reports at least semi-annually, or more frequently if required by the State. These reports shall be submitted in accordance to the reporting requirements in DOLA's Program Income Guidelines (which are available on DOLA's website). **THIS PARAGRAPH 7.4.6 SHALL SURVIVE EXPIRATION AND/OR TERMINATION OF THE GRANT FOR AS LONG AS THE GRANTEE RECEIVES PROGRAM INCOME.**

**7.5 Monitoring.** The State shall monitor this Agreement in accordance with its Risk-Based Monitoring Policy and §§7B and C of the Grant Agreement. Final evaluation of the Project will be accomplished when DOLA approves the Project Completion Report.

**7.6 Bonds.** [Reserved].

**7.7 Single Family Owner-Occupied Housing Rehabilitation Program.** Single Family Owner-Occupied Housing Rehabilitation Programs ("SFOO Program") shall have established policies which define the criteria and manner by which the program will be administered and reflect the most current DOH Revolving Loan Fund Guidelines (which are available on DOLA's website). As of the Effective Date of this Agreement, Grantee shall have received prior written approval from DOLA of its SFOO Program policies. If Grantee modifies or changes the approved SFOO Program policies or desires to issue new SFOO Program policies, Grantee shall submit such changed document to DOLA for approval prior to the effective date of such policies.

The SFOO Program policies shall include, without limitation, program eligibility requirements, allowable costs, AHOP maximum assistance amounts, advisory and loan committee composition and role, use of AHOP funds in conjunction with other funds, collateral requirements, change orders, files and reports, accounting, receipt and

selection of applications, loan terms, contractor qualifications, bidding and contracting procedures, lien waivers, inspection of work, program changes, temporary relocation, conflicts of interest, and grievance/appeal procedures. SFOO Program policies shall be available for review during the Project monitoring by the State.

Additionally, Grantee shall have established Single Family Rehabilitation Standards, which are consistent with the DOLA Single Family Rehabilitation Standards, available on DOLA's website. The Single Family Rehabilitation Standards shall include, without limitation, health and safety; major systems; accessibility; disaster mitigation; state and local codes, ordinances, and zoning requirements; and the minimum deficiencies that shall be corrected based upon inspectable items and inspected areas from HUD-prescribed Uniform Physical Condition Standards.

**7.8. Downpayment Assistance Program.** [Reserved].

## 8. PROJECT REQUIREMENTS

**8.1. Affordability Requirements - Rental.** [Reserved].

**8.2. Affordability Requirements – Homebuyer, and Homeowner Rehabilitation Projects/Programs**.

**8.2.1 Eligible Beneficiaries.** All households served shall have a gross income that does not exceed 80% of the AMI. A listing of the incomes for all household sizes is attached as Exhibit D and updated annually by HUD and republished on CHFA's website.

**8.2.2 Affordability Period - Homeownership.** [Reserved].

**8.2.3 Homebuyer Deed Restriction – Recapture.** [Reserved].

**8.2.4 Homeownership Counseling.** [Reserved].

**8.3. Program Income.** [Reserved].

## 9. PROPERTY STANDARDS

**9.1. New Construction.** [Reserved].

**9.2. Rehabilitation.** The primary purpose of the Grant Funds and/or Program Income is the rehabilitation of owner-occupied properties to address health, safety, energy conservation, and structural deficiencies. Upon completion of the rehabilitation work, each property rehabilitated pursuant to a Rehabilitation Loan, except any on which only emergency repairs are undertaken, shall meet the DOLA Division of Housing Single-Family Rehabilitation Standards, available on DOLA's website and incorporated by reference, and the rehabilitation work shall meet all applicable local codes, zoning, and ordinances.

**9.3. Acquisition.** [Reserved].

**9.4. Downpayment Assistance.** [Reserved].

**9.5. TBRA.** [Reserved].

**9.6. Ongoing property condition standards.** [Reserved].

**9.7. Section 504 (29 USC 793), as amended.** [Reserved].

## 10. ADMINISTRATIVE REQUIREMENTS – FEDERAL

**10.1. Affirmative Marketing Plan**. Grantee shall provide and follow an Affirmative Marketing Plan for the Project that meets the requirements Section 504 of the Rehabilitation Act of 1973 and other requirements as DOLA may determine from time to time. The disbursement of funds under this Agreement shall be contingent upon the approval of such plan by the State.

**10.2. Minority Outreach**. [Reserved].

**10.3. Davis-Bacon Act**.

This section ☐ shall ☒ shall not apply to this Agreement.

**10.4. Section 3 of the HUD Act of 1968 and 24 CFR Part 135**.

This section ☐ shall ☒ shall not apply to this Agreement.

**10.5. Environmental Requirements**. [Reserved].

**10.6. Uniform Relocation Act (URA) and Section 104(d) of the Housing and Community Development Act of 1974 (Section 104(d))**. [Reserved].

**10.7. Civil Rights.** Regardless of Project type, Grantee shall comply with civil rights statutes and regulations, including Title VIII of the Civil Rights Act of 1968 ("Fair Housing Act"), Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973 ("Section 504"), Section 109 of Title I of the Housing and Community Development Act of 1974, Title II of the Americans with Disabilities Act of 1990, the Architectural Barriers Act of 1968, and the Age Discrimination Act of 1975. Additional reference information is provided in **Exhibit A**. Laws specifically relevant to this Agreement include, without limitation, the following:

**10.7.1. Fair Housing Act, as amended.** The Fair Housing Act prohibits discrimination in housing-related transactions based on race, color, national origin, religion, sex, familial status, and disability.

**10.7.2. Section 504, as amended.** Section 504, as amended, provides that no qualified individual with a disability may, only by reason of his or her disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

**10.7.3. Section 504 Self Evaluation**. Grantee has submitted or shall submit a Section 504 Self Evaluation and shall revise all policies and procedures identified, which may result in prohibited exclusion or discrimination of disabled persons, to comply with Section 504. Additionally, Grantee shall evaluate reasonable accommodation requests and comply with Section 504 requirements to make such reasonable accommodations that provide disabled individuals equal opportunities to benefit from the Project.

**END OF EXHIBIT B**

**Exhibit C, Reserved**

**Exhibit D, Income Limits**

Colorado Division of Housing
# H7AHOP35294

2026 Maximum Income Limits

| County | AMI | 1 Person | 2 Person | 3 Person | 4 Person | 5 Person | 6 Person |
|---|---|---|---|---|---|---|---|
| Pueblo | 80% | 54,560 | 62,400 | 70,160 | 77,920 | 84,160 | 90,400 |

***Grantee/Borrower is responsible for monitoring and complying with all updates to Income Limits.**

**Exhibit E, Reserved**

**Exhibit F, Reserved**

**Exhibit G, Sample Option Letter**

**State Agency**
Department of Local Affairs,
for the benefit of the Division of Housing
**Existing CMS Numbers**
000000, 000000 (A1), 000000 (OL1)
**(Previous) Agreement Maximum Amount**
$0,000,000.00
**(Previous) Initial Agreement Expiration Date**
$0,000,000.00
**(Previous) Fund Expenditure End Date**
**Month XX, 2024**

**Grantee**
[Name]
**Encumbrance #**
H7AHOP00000
**New CMS #**
000000
**(New) Agreement Maximum Amount**
$ (No change)
**(New) Initial Agreement Expiration Date**
$ (No change)
**(New) Fund Expenditure End Date**
Month XX, 2024 (No change)

**OPTIONS:** *(Select all that are applicable.)* In accordance with **§18K** of the Original Agreement referenced above, as amended, the State hereby exercises its option to modify the following:

A. Initial Agreement Expiration Date.
B. Fund Expenditure End Date.
C. Agreement Maximum Amount.
D. Project Budget.
E. Payment Schedule.
F. Milestones.
G. Service Area.
H. Responsible Administrator.
I. Remittance Address.

**REQUIRED PROVISIONS:**

A. **For use with Option 1(A):** The Initial Agreement Expiration Date, shown on the Cover Page of the Agreement, as amended, is hereby deleted and replaced with the (New) Initial Agreement Expiration Date shown in the table above.

B. **For use with Option 1(B):** The Fund Expenditure End Date, shown on the Cover Page of the Agreement, as amended, is hereby deleted and replaced with the (New) Fund Expenditure End Date shown in the table above.

C. **For use with Options 1(C):** The Agreement Maximum Amount shown on the Cover Page of the Agreement referenced above, as amended, is hereby deleted and replaced with the (New) Agreement Maximum Amount shown in the table above.

D. **For use with Option 1(D)**: The Project Budget in **§5.2** of the **Statement of Work** (**Exhibit B)**, as amended, is deleted and replaced with the following:

**5.2 Project Budget**

| Source | Amount |
|---|---|
| [Activity] | |
| [Activity] | |
| **Total** | **$ 0.00** |

E. **For use with Option 1(E):** The **Payment Schedule** in **§6.1** of the **Statement of Work** (**Exhibit B)**, as amended, is deleted and replaced with the following:

**6.1 Payment Schedule**

| Payment | Amount | Timing |
|---|---|---|
| Interim Payment(s) | $0.00 | Paid upon receipt of actual expense documentation and written Pay Requests from the Grantee for reimbursement of eligible approved expenses. |
| Final Payment | $0.00 | Paid upon Substantial Completion of the Project (as determined by the State in its sole discretion), provided that the Grantee has submitted, and DOLA has accepted, all required reports. |
| **Total** | **$0.00** | n/a |

A. **For use with Option 1(F):** The Milestones in **§3.2** of the **Statement of Work (Exhibit B)**, as amended, is deleted and replaced with the following:

**3.2. Performance Milestones**. Grantee shall achieve each of the following Milestones by the Date shown.

| Milestone | Date |
|---|---|
| [Milestone] | [Date] |
| [Milestone] | [Date] |

B. **For use with Option 1(G):** The Service Area in **§3.3** of the **Statement of Work (Exhibit B)**, as amended, is deleted and replaced with the following:

**3.3. Service Area**. The services described within this Grant may be provided in [Area], State of Colorado.

C. **For use with Option 1(H):** The Responsible Administrator in **§4.2** of the **Statement of Work (Exhibit B)**, as amended, is deleted and replaced with the following:

**4.2. Responsible Administrator**. Grantee's performance hereunder shall be under the direct supervision of [Name, Title, email address] who is hereby designated as the responsible administrator of this Project.

D. **For use with Option 1(I):** the Remittance Address in **§6.2** of the **Statement of Work (Exhibit B)**, as amended, is deleted and replaced with the following:

**6.2 Remittance Address**. If mailed, payments shall be remitted to the following address unless changed in accordance with **§14** of the Grant:

[Grantee Name]
[Street Address]
[City, State Zip Code]

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**SIGNATURE PAGE**

**STATE OF COLORADO**

Governor
**DEPARTMENT OF LOCAL AFFAIRS**

_____
By: Executive Director

Date: _____

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

**STATE CONTROLLER**

_____
By: Controller Delegate

Date: _____

Docusign Envelope ID: E91FA0BE-051B-84B6-82D7-0B9CC6105987

**City Clerk's Office Item # R5**

**Background Paper for Proposed Ordinance**

**COUNCIL MEETING DATE:** July 27, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Clyde Bishop, City Clerk

FROM: Greg Pedroza, Director Aviation

SUBJECT: AN ORDINANCE APPROVING A LEASE EXTENSION AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND LOCKHEED MARTIN CORPORATION, A MARYLAND CORPORATION, EXTENDING THE TERM OF THE LEASE OF PREMISES AT THE PUEBLO MEMORIAL AIRPORT, AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT

## SUMMARY:

Attached is an Ordinance approving a Lease Extension Agreement between the City of Pueblo and Lockheed Martin Corporation for the hangar premises that Lockheed leases at the Pueblo Memorial Airport. The Agreement extends the term of the existing Lease for ninety (90) days, from July 24, 2026 through October 21, 2026, and continues the tenancy on a month-to-month basis thereafter, at the Non-Signatory Rate of $5.52 per rentable square foot, which equals $12,006.00 per month. The extension allows the City and Lockheed additional time to negotiate a renewal of the Lease while the City pursues fair market value for the premises.

## PREVIOUS COUNCIL ACTION:

On September 26, 2022, City Council adopted Ordinance No. 10290, approving Amendment No. 2 to the Lease, which expanded the leased premises to approximately 26,100 rentable square feet.

On August 24, 2020, City Council approved Amendment No. 1 to the Lease.

In 2017, City Council adopted Resolution No. 13734, approving the original Lease.

## BACKGROUND:

Lockheed Martin Corporation leases approximately 26,100 rentable square feet of hangar space at the Pueblo Memorial Airport, located at 32501 Walt Bassett Ave., under a Lease dated July 24, 2017, as amended. The current term of the Lease expires July 23, 2026.

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The City and Lockheed are negotiating the terms of a renewal of the Lease. To allow time to complete that negotiation, and to allow the City to establish fair market value for the premises, the parties have agreed to a ninety (90) day extension of the Lease on the terms set forth in the attached Agreement. The Agreement does not obligate either party to enter into a renewal of the Lease.

During the extension and any month-to-month continuation, Lockheed will pay Base Rent at the Non-Signatory Rate of $5.52 per rentable square foot, which equals $12,006.00 per month, an increase over the current rate of $8,000.00 per month. After the ninety (90) day extension, the tenancy continues from month to month at the same rate, terminable by either party on thirty (30) days written notice. Because the premises house specialized hardware managed by Lockheed Martin Space that requires extended time to relocate, the Agreement allows Lockheed up to twelve (12) months following a termination notice to vacate and surrender the premises, with Base Rent continuing to accrue at the Non-Signatory Rate until Lockheed fully surrenders the premises. All other terms and conditions of the existing Lease continue in effect during the extension and any month-to-month continuation.

## FINANCIAL IMPLICATIONS:

The City will receive Base Rent of $12,006.00 per month during the extension and any month-to-month continuation, compared to $8,000.00 per month under the current Lease term. Revenue flows to the City. The Agreement imposes no new financial obligation on the City.

## BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

## STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

## ALTERNATIVES:

If this Ordinance is not approved, the Lease will expire on July 23, 2026 without the negotiated extension terms. Lockheed’s continued occupancy would then proceed under the holdover provision of the existing Lease at one hundred fifty percent (150%) of the prior Base Rent, on a month-to-month basis, without the defined ninety (90) day term, the Non-Signatory Rate, or the twelve (12) month surrender provisions set forth in the Agreement.

## RECOMMENDATION:

Approve the Ordinance.

## ATTACHMENTS:

1. 32501 Walt Bassett 2026 07 27 LEASE EXTENSION AGREEMENT

Docusign Envelope ID: E91FA0BE-051B-84B6-82D7-0B9CC6105987

ORDINANCE NO. 11235

AN ORDINANCE APPROVING A LEASE EXTENSION AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND LOCKHEED MARTIN CORPORATION, A MARYLAND CORPORATION, EXTENDING THE TERM OF THE LEASE OF PREMISES AT THE PUEBLO MEMORIAL AIRPORT, AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT

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

SECTION 1.

The Lease Extension Agreement ("Agreement") between the City of Pueblo, a Colorado municipal corporation, and Lockheed Martin Corporation, a Maryland corporation, 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 July 13, 2026.

Final adoption of Ordinance by City Council on July 27, 2026.

DocuSigned by:
Mark Aliff
B7A4F51823AB462...
President of City Council

Docusign Envelope ID: E91FA0BE-051B-84B6-82D7-0B9CC6105987

**Action by the Mayor:**

☒ Approved on 07/29/2026.

☐ 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:
Clyde Bishop
F1C1AF8727B149A...

_____

City Clerk

# LEASE EXTENSION AGREEMENT

THIS LEASE EXTENSION AGREEMENT ("**Extension Agreement**") is entered into this 27 day of July, 2026, between the City of Pueblo, a Colorado home rule municipal corporation ("**Lessor**" or the "**City**"), and Lockheed Martin Corporation, a Maryland corporation ("**Lessee**"). Lessor and Lessee may be referred to individually as a "Party" or collectively as the "Parties."

WHEREAS, Lessor and Lessee are parties to that certain Lease dated July 24, 2017, as amended by a Lease Commencement Agreement dated September 11, 2017, an Amendment to Lease (Amendment No. 1) dated August 24, 2020, an Amendment No. 2 to Lease dated September 26, 2022, and an Expansion Space Commencement Date Agreement dated November 21, 2022 (collectively, the "**Lease**"), for approximately 26,100 rentable square feet located at 32501 Walt Bassett Ave., Pueblo, CO 81001 (the "**Leased Premises**");

WHEREAS, the current term of the Lease expires July 23, 2026;

WHEREAS, the Parties desire to extend the term of the Lease for a period of ninety (90) days, and to continue the tenancy on a month-to-month basis thereafter unless otherwise amended by the Parties, in order to allow the Parties additional time to negotiate the terms of a potential Amendment No. 3 to the Lease (provided that nothing in this Extension Agreement shall require either Party to enter into such an amendment); and

WHEREAS, the Parties intend that the rate payable during the extended term and any month-to-month continuation be the Non-Signatory Rate defined below, and that such rate not be characterized as a holdover rate.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Extension of Term. The term of the Lease is extended for a period of ninety (90) days, commencing July 24, 2026 (the day immediately following the expiration of the current term) and expiring October 21, 2026 (the "**Extension Term**"), subject to Section 3 below.

2. Non-Signatory Rate. Effective July 24, 2026 and continuing through the Extension Term, Lessee shall pay Base Rent at the annual rate of Five and 52/100 Dollars ($5.52) per rentable square foot (the "Non-Signatory Rate"), which for the 26,100-square-foot Leased Premises equals Twelve Thousand Six and 00/100 Dollars ($12,006.00) per month, payable in advance on the first day of each month in accordance with Article 3 of the Lease. Base Rent for any partial month shall be pro-rated based on the number of days in such month. The Non-Signatory Rate is not, and shall not be referred to as, a holdover rate.

3. Month-to-Month Continuation. Upon expiration of the Extension Term, unless the Parties have executed a further amendment or a successor lease, the tenancy shall continue on a month-to-month basis at the Non-Signatory Rate and otherwise on all of the terms and conditions of the Lease. Either Party may terminate the month-to-month tenancy upon not less than thirty (30) days' prior written notice to the other. Following any termination notice, Lessee shall vacate and surrender the Leased Premises to Lessor, in the condition required by the Lease, no later than twelve (12) months after the date of the notice. Lessee shall pay Base Rent at the Non-Signatory Rate, prorated for any partial month, for each month and partial month that Lessee remains in possession of the Leased Premises, and such Base Rent shall continue to accrue and be due and payable until Lessee has fully vacated and surrendered the Leased Premises, notwithstanding the termination of the month-to-month tenancy or the effective date of any termination notice. For purposes of clarification, Lessee shall only be obligated to pay Base Rent as described above until Lessee surrenders the Leased Premises to Lessor in the condition required under the Lease, not necessarily for the entire twelve (12) month period following a termination notice (e.g. if Lessee vacates the Leased Premises eight (8) months after the termination notice, Base Rent shall only accrue during said eight month period). Lessee's insurance and indemnification obligations under Articles 10 and 11 of the Lease shall remain in full force and effect through the date Lessee fully vacates and surrenders the Leased Premises. Lessee's failure to fully vacate and surrender the Leased Premises within the twelve (12) month period shall constitute a holdover under the Lease. The month-to-month tenancy is not a renewal or extension of the term beyond that expressly provided in Section 1 and confers no right or option upon Lessee to remain in possession except as expressly set forth in this Section.

4. Continuation of Lease Terms; Ratification. Except as expressly modified by this Extension Agreement, all terms and conditions of the Lease remain in full force and effect during the Extension Term and any month-to-month continuation, and are ratified and confirmed. All capitalized terms not otherwise defined herein have the meanings set forth in the Lease. In the event of a conflict between the Lease and this Extension Agreement, this Extension Agreement controls.

5. Counterparts; Electronic Execution. This Extension Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Electronic transmittal of an executed signature page (including by PDF or recognized electronic-signature platform) shall have the same effect as delivery of an original.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the Parties have executed this Extension Agreement as of the day and year first above written.

LESSOR:
CITY OF PUEBLO,
a Colorado municipal corporation [Seal]

By: _____ Attest: _____
Heather Graham, Mayor City Clerk

LESSEE:
LOCKHEED MARTIN CORPORATION,
a Maryland corporation

By: LMC Properties, Inc., its attorney-in-fact

By: _____
Name: _____
Title: _____

Docusign Envelope ID: 4CAAA540-1032-8D6A-82E4-7DBABF89A65B

**City Clerk's Office Item # R6**

**Background Paper for Proposed Ordinance**

**COUNCIL MEETING DATE:** July 27, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Clyde Bishop, City Clerk

FROM: Carla Sikes, City Attorney

SUBJECT: AN ORDINANCE APPROVING THE COMPENSATION OF FAIRFIELD & WOODS, P.C. RELATED TO REPRESENTATION OF THE CITY IN PUBLIC UTILITIES COMMISSION PROCEEDING NO. 24A-0442E PURSUANT TO THE ENGAGEMENT AGREEMENT, APPROVING THE CORRESPONDING CONFLICT OF INTEREST WAIVER, AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME

## SUMMARY:

This Ordinance approves the compensation set forth in the Engagement Agreement with Fairfield & Woods PC to represent the City of Pueblo before the Public Utilities Commission in Proceeding No. 24A-0442E, Public Service Company of Colorado's Just Transition Solicitation. It also approves the corresponding Conflict of Interest Waiver and authorizes the City to execute the Waiver.

## PREVIOUS COUNCIL ACTION:

Not applicable.

## BACKGROUND:

Pursuant to Section 6-7 of the City Charter, special council is retained solely by the City Attorney but compensation is approved by City Council. The law firm of Fairfield & Woods PC is being retained to represent the City of Pueblo before the Public Utilities Commission in Proceeding No. 24A-0442E, Public Service Company of Colorado's Just Transition Solicitation. Utility regulation is a specialized area of law for which Fairfield & Woods, PC has expertise. It is in the best interest of the City to retain Fairfield and Woods, PC for this matter.

Fairfield & Woods, P.C. previously represented another client in this case. That representation is unrelated to the City's claims in this case and has concluded. The Conflict of Interest Waiver sets forth the interests of the parties, notifies the City of potential conflicts and allows the City to waive the potential conflicts.

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**FINANCIAL IMPLICATIONS:**

This firm's standard hourly billing rates for the attorneys expected to work on the engagement is $585.00/hour.

**BOARD/COMMISSION RECOMMENDATION:**

Not applicable to this Ordinance.

**STAKEHOLDER PROCESS:**

Not applicable to this Ordinance.

**ALTERNATIVES:**

Not approve Ordinance in which case a different attorney will be retained.

**RECOMMENDATION:**

Approve the Ordinance.

**ATTACHMENTS:**

1. Engagement Letter
2. Rev Conflict Waiver Letter - City of Pueblo and Westside Property Investment Company - Proceeding No. 24A-0442E 6

Docusign Envelope ID: 4CAAA540-1032-8D6A-82E4-7DBABF89A65B

ORDINANCE NO. 11236

AN ORDINANCE APPROVING THE COMPENSATION OF FAIRFIELD & WOODS, P.C. RELATED TO REPRESENTATION OF THE CITY IN PUBLIC UTILITIES COMMISSION PROCEEDING NO. 24A-0442E PURSUANT TO THE ENGAGEMENT AGREEMENT, APPROVING THE CORRESPONDING CONFLICT OF INTEREST WAIVER, AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME

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

SECTION 1.

Compensation set forth in the Engagement Agreement with Fairfield & Woods, P.C., a copy of which is attached hereto, is hereby approved.

SECTION 2.

The Conflict of Interest Waiver attached hereto, having been approved as to form by the City Attorney, is hereby approved. The Mayor is hereby authorized to execute the Waiver for, and on behalf of the City and the City Clerk is authorized to affix the seal of the City thereto and attest the same.

SECTION 3.

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

SECTION 4.

This Ordinance shall become effective immediately upon final passage.

**Action by City Council:**

Introduced and initial adoption of Ordinance by City Council on July 13, 2026.

Final adoption of Ordinance by City Council on July 27, 2026.

DocuSigned by:
Mark Aliff
B7A4F51823AB462...
President of City Council

Docusign Envelope ID: 4CAAA540-1032-8D6A-82E4-7DBABF89A65B

**Action by the Mayor:**

☒ Approved on 07/29/2026.

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

Signed by:
Heather Graham
3A85950B7DCA462...

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:
Clyde Bishop
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City Clerk

Docusign Envelope ID: D0B4B4C6-4297-8E51-8313-3659851EDA46

Fairfield & Woods P.C.

Mark A. Davidson
(303) 894-4425
mdavidson@fwlaw.com

June 10, 2026

**Via DocuSign:** csikes@pueblo.us

Carla Sikes, City Attorney
City of Pueblo
1 City Hall Place, Third Floor
Pueblo, CO 81003

**Re: Public Service Company of Colorado - *Proceeding No. 24A-0442E***
**Engagement of Fairfield and Woods, P.C.**

Dear Ms. Sikes:

Thank you for selecting Fairfield and Woods, P.C., as attorneys for City of Pueblo (the "City"). This letter and the attached Policies and Procedures Addendum are intended to set forth our agreement for providing legal services to the City.

The City is retaining Fairfield and Woods, P.C. ("We", "Us", "Our"), as its attorneys to represent the City for the purpose of advocating for the City and the ratepayers within the City of Pueblo in Public Service Company of Colorado's Just Transition Solicitation Proceeding No. 24A-04442E. The City has not retained us at this time to take any other action on its behalf.

It is anticipated that I will be primarily responsible for the City's account. My current billing rate is $585.00 per hour.

From time to time, other attorneys or paralegals may assist. Their billing rates will vary. We reserve the right to adjust our hourly rates from time to time and will inform the City of any changes in the rates set forth herein.

Due to our longstanding relationship, we are not requesting a retainer at this time, but we reserve the right to require an advance in the future. The City will be invoiced monthly for our fees and out-of-pocket costs. We reserve the right to require a retainer as a condition of continued representation. If there is any balance of the retainer remaining after all of our invoices have been paid, it will be refunded to the City at the conclusion of this engagement.

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In performing this work, we will be representing the City as an entity, rather than you or any other individual at the City. This means our duty is to the City and we must place its welfare and interests ahead of the interests of any individual within the City. In many cases, what is best for the City will also be best for each individual at the City. If a conflict of interest arises, it may be necessary for the City to obtain separate legal counsel. We are accepting this representation with the understanding that no such conflict issues exist. If you become aware of any actual or potential conflict of interest, you must promptly advise us.

We want the City to be confident and enthusiastic about our services and our representation. Please do not hesitate to contact us to let us know how we can better serve the City, or if you have any questions about the progress of the matter, our representation, our bills, other services we might provide, or any other matter.

If the terms set forth herein and in the attached Policies and Procedures Addendum are acceptable, please sign below and return to me via DocuSign.

We look forward to working with you.

Sincerely,

*s/ Mark A. Davidson*

Mark A. Davidson
Fairfield and Woods, P.C.

MAD:sym

Attachment

cc: Mayor Heather Graham, City of Pueblo, Colorado

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**I have read and hereby agree to the terms of the foregoing engagement letter and attached Policies and Procedures Addendum.**

_____
Company Name

Date: _____

By: _____

Title: _____

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**Policies and Procedures Addendum**

**REQUIRED FEE DISCLOSURE: AS REQUIRED TO BE SET FORTH BY C.R.S. § 6-1-737, WE ADVISE THE COMPANY THAT THE TOTAL PRICE FOR LEGAL SERVICES TO BE PROVIDED UNDER THIS ENGAGEMENT LETTER CANNOT BE PRECISELY DETERMINED AT THIS TIME DUE TO THE VARIABLE NATURE OF LEGAL WORK. TIME SPENT BY OUR ATTORNEYS, PARALEGALS, AND OTHER STAFF AND REIMBURSEMENT OF EXPENSES INCURRED DURING THE COURSE OF REPRESENTATION WILL BE THE BASIS FOR THE TOTAL PRICE. THE HOURLY RATES FOR OUR ATTORNEYS, PARALEGALS, AND (WHERE APPLICABLE) OTHER STAFF ARE SET FORTH ELSEWHERE IN THIS ENGAGEMENT LETTER AND/OR OUTLINED IN OUR INVOICES. THE TIME SPENT AND EXPENSES INCURRED WILL BE SET FORTH ON INVOICES THAT WILL BE SENT TO THE COMPANY ON A MONTHLY BASIS. THE TOTAL PRICE OF OUR LEGAL SERVICES AND THE AMOUNT OF OUR EXPENSES INCURRED ON THE COMPANY'S BEHALF WILL VARY AND MAY INCREASE OR DECREASE ON A MONTH-TO-MONTH BASIS DEPENDING ON THE NEEDS AND PROGRESS OF THE MATTER.**

**Expenses and Disbursements:** We invoice for out-of-pocket expenses separate from fees for legal services. The Company is responsible for out-of-pocket disbursements, such as filing fees, hand deliveries outside downtown Denver, overnight courier service, and travel expenses. We do not generally charge for routine copying; however, we may charge for large copy projects performed in-house at a rate of $0.20 per page. If time allows, and especially if the copying project is large, we may outsource the copying project to reduce the cost. We do not normally advance out-of-pocket costs of more than $1,500.00, and if we receive a bill for such services, we may ask that the Company pay it directly to the vendor.

**Billing and Payment:** We will invoice monthly for our legal fees, expenses, and disbursements. Our invoices will itemize time and expenses. Our invoices are due upon receipt. Unless specifically provided in our Engagement Letter, the Company's obligation to pay our invoices when due is not contingent on the result achieved. We cannot and do not guarantee any particular result. For outstanding invoices, a late payment charge of one percent (1%) per month will be assessed on the last day of each month against all unpaid fees and costs that were billed before the beginning of that month. In the event we must commence legal action to collect any sums owed, the Company agrees to pay the fees and expenses, including reasonable

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attorneys' fees, that we incur, regardless of whether the matter proceeds in court. Should the Company ever have questions about our invoices, please do not hesitate to contact us.

**File Retention and Destruction:** The Company agrees that any materials in our file on this matter may be destroyed, at our sole discretion, 24 months after the matter is concluded or our representation of the Company ends ("Retention Period"), provided that there are no pending or threatened legal proceedings known to us that relate to the matter. At any time prior to the expiration of the Retention Period, the Company may request in writing the return of any or all materials in our file. (*see also* Client Documents and Data, below). We are not required to provide notice to the Company prior to destruction of our file.

**Client Documents and Data:**

(a) Cloud Storage. We will use third-party cloud services for the Company's data and the data of other parties during and after our representation. Cloud services do not guarantee immunity from invasion or misuse, but the cloud services we use have state-of-the-art data protections and provide appropriate security protections for the confidentiality of data without significant risk of inappropriate access.

We require that those cloud services employ the latest standards of data encryption, password protection, access verification, firewalls, antivirus software, intrusion detection, and system monitoring, as well as assurance of adherence to applicable data privacy and security laws. The Company's acceptance of this Agreement confirms its consent to our using such cloud services for its data.

(b) Artificial Intelligence. We may use third-party artificial intelligence ("AI") services. That will include information in our files and databases that may include the Company's data and may involve transmission to third party providers of AI services so that appropriate searches, research, or output can be generated. Such data may also be used to improve the service, but it will not be used to train an AI model, appear in an output result that will be available to third parties, or be retained by a third-party AI provider.

We review the AI providers that we engage to ensure that they have technical and administrative controls in place to maintain the confidentiality and security of information. We require that they stay abreast of security and other developments to continue such protection. That said, AI is evolving rapidly, so it is not possible to anticipate how potential intruders and hackers will use technological or other advancements to infiltrate or compromise data systems, including those containing or using AI. Therefore, we cannot assure that our use of AI will be immune from unauthorized access or misuse. The Company's acceptance of this Agreement will confirm its consent to our using such AI for and in connection with our representation. If the Company does not consent, please strike this subparagraph and initial that change in the margin.

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(c) Data Privacy. The applicable Rules of Professional Conduct (and any other applicable attorney ethics rules, collectively as applicable, "Ethics Rules") mandate various practices applicable to client confidentiality. Ethics Rules also inform many of our broader data privacy practices. In addition, we undertake reasonable measures to handle client information in compliance with data privacy laws. Such measures include technical, organizational, and other controls. Our practices are constantly evolving in response to the data privacy and cybersecurity landscape at large, including proactive steps to handle the Company's data in a lawful and prudent manner.

Our legal basis for processing client data includes performance of a contract (such as the one created by this Engagement Letter), satisfaction of legal obligations (such as those provided by Ethics Rules or in response to court orders), and in furtherance of our legitimate business interests (such as protecting client interests, ensuring professional standards, and other initiatives – all of which remain subject to the terms of this Engagement Letter). Moreover, the Company's execution of this Engagement Letter demonstrates its consent for data processing of many of our activities. Please reach out if you have additional questions about our legal basis for processing.

Like most modern businesses, we make use of third-party data processors and vendors to achieve specific business functions. These relationships may be governed by various data privacy laws. We will make reasonable efforts to ensure compliance with applicable law. Please note that many of these third parties have their own policies applicable to data privacy.

(d) Data Breaches. If there is a data breach involving your client information, we will make reasonable efforts, in accordance with applicable law and Ethics Rules, to investigate the breach and endeavor to react appropriately. Such efforts may include attempting to avoid or mitigate any harm to our clients and following the procedures that we is bound to under data privacy laws.

(e) Requests for Copies. If the Company requests a copy of a portion or all of our files for this engagement, whether before or after our representation ends, and if a substantial amount of material is being provided, we may invoice for the reasonable costs of copying, assembly, and delivery of such materials (*see also* Billing and Payment, above).

**Termination:** We have the right to terminate our representation when termination is required or allowed under the Ethics Rules, including if the Company fails to pay our fees or expenses. Upon termination of our representation, the Company shall be immediately responsible for all fees and expenses through the effective date of termination.

**Corporate Transparency Act:** The federal Corporate Transparency Act, which is a part of the Anti-Money Laundering Act of 2020, requires that certain entities (both existing and newly formed): (1) report to the Financial Crimes Enforcement Network ("FinCEN") of the U.S. Department of the Treasury the identity and other information about their beneficial owners

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and the persons who create them; and (2) update and correct their reports to assure they are current, complete, and accurate ((1) and (2), collectively, "FinCEN Reporting"). The Company is solely responsible for FinCEN Reporting. Regardless of whether we advise or prepare documents as to the Company's structure or ownership, we will not be responsible for FinCEN Reporting or for storing or collecting information for the purposes of FinCEN Reporting.

If one or more of our attorneys, paralegals, or staff members is listed as a Company applicant in the Company's beneficial ownership report to FinCEN, their status as such will not alter the Company's responsibility for FinCEN Reporting. The responsibility of our attorneys, paralegals, and staff who may act as a Company applicant is strictly limited to reporting and updating their own personal information with FinCEN.

**Governing Law and Venue:** Our representation of the Company shall be governed by and construed and enforced in accordance with the laws of the United States and the State of Colorado. Exclusive venue for any dispute in connection with our representation of the Company shall be in the state or federal courts in Denver, Colorado, and the Company and we both consent to the jurisdiction of those courts.

**Attorney-Client Privilege:** All written and verbal communications between the Company representatives and us in connection with this engagement are confidential and protected by the attorney-client privilege. To maintain this privilege, it is important that Company representatives do not discuss or disclose the communications or advice given by us with any third parties. The disclosure of communications or advice we give in connection with this engagement to parties outside the attorney-client relationship may waive the privilege. If the Company has questions about what information may be shared in connection with this engagement, please contact us prior to sharing any information.

**More Information About the Firm:** Our website www.fwlaw.com, provides additional information about our services, including numerous articles we have written on various legal subjects, as well as contact information. We would be happy to discuss any other legal needs the Company may have.

Fairfield & Woods P.C.

Mark A. Davidson
(303) 894-4425
mdavidson@fwlaw.com

July 20, 2026

**Via DocuSign:** csikes@pueblo.us

Carla Sikes, City Attorney
City of Pueblo
1 City Hall Place, Third Floor
Pueblo, CO 81003

**Re: Conflict of Interest Waiver – PSCo PUC Application Proceeding No. 24A-0442E**

Dear Ms. Sikes :

We are pleased to represent the City in the above matter. We are, however, compelled to advise you that Fairfield and Woods, P.C., in addition to representing the City of Pueblo, Colorado (the "City") in this matter, has also represented the Westside Property Investment Company ("Westside"). In order for us to represent the City in addition to Westside, we needed to determine that there are no actual conflicts of interest.

Because at this time the interests of Westside are similar and there appears to be no actual conflicts of interest with the City, my firm and I are able and willing to represent the City in the above-referenced matter provided that a clear understanding is reached as to the nature of the representation and your responsibilities in regard thereto.

Should circumstances arise during the course of our representation of Westside along with the City as a result of, among other things, an actual conflict of interest that would require or make it desirable that Westside or the City obtain other counsel to represent them, Westside would like us to continue to represent it in the above-referenced matter and other matters, including any future matters whether or not they arise out of the same or similar circumstances. At this time, Westside is not actively engaged in pursuing relief in this proceeding.

We are, therefore, willing to undertake your representation with the understanding that you will not disqualify or attempt to disqualify our representation of Westside should any conflict of interest develop or should it be necessary or desirable for you to obtain other counsel. We understand that attorney's fees and costs incurred in representing the City in the above-referenced matter will be billed to and paid by the City. We will invoice the City separately for work done in this proceeding going forward.

Your representation by us is contingent upon your consent, understanding, and agreement to the following terms:

1. A similarity of interests exists between the interests in the above-referenced proceeding of Westside and the City. In the event of a conflict between the interests of Westside or the interests of the City, as we may determine, my firm and I may withdraw our representation of the City with the conflict upon reasonable notice. In such case, you will be required to retain a new attorney in order to continue your participation in the above-referenced matter. If my firm and I withdraw our

representation of the City, the City agrees that my firm and I can continue our representation of Westside in this and other matters including any related matters;

2. The City specifically agrees not to seek to disqualify Westside's attorneys from their continued representation of it in this matter or in any related matters;

3. The City is required to fully and completely cooperate with any and all requests made upon them by us in connection with this matter. This includes a complete and truthful disclosure of any and all information that may be possessed and the City agrees to provide any and all documents pertinent to this case.

This letter confirms that your consent, understanding, and agreement to these terms is given freely and voluntarily, that you have had an opportunity to discuss this with counsel, and that you have given due and full consideration to the potential conflicts of interest that could arise from the joint representation by counsel of the City and Westside in this matter. If you have any questions concerning the matters addressed herein, please contact me.

Please acknowledge your consent, understanding, and agreement of these terms and the attached Policies and Procedures Addendum by executing a copy of this letter and returning it to me. Your acknowledgment of this letter will be an acceptance by you of the terms contained herein.

Kindly indicate your consent by signing below and returning a signed copy to us via DocuSign.

As always, feel free to call or email me with any questions.

Very truly yours,

*s/ Mark A. Davidson*

Mark A. Davidson
Fairfield and Woods, P.C.

MAD:sym

cc: Mayor Heather Graham, City of Pueblo, Colorado

**AGREED TO AND ACCEPTED**

_____
Heather Graham, Mayor
*City of Pueblo*

Date: _____

**Background Paper for Proposed Ordinance**

**COUNCIL MEETING DATE:** July 27, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Clyde Bishop, City Clerk

FROM: Elizabeth Drake, Assistant City Attorney
Barb Huber, Fire Chief

SUBJECT: AN ORDINANCE AMENDING CHAPTER 2 OF TITLE III OF THE PUEBLO MUNICIPAL CODE RELATING TO FIRE BANS, SMOKING, FIREWORKS AND OPEN BURNING ADDING SECTIONS 7 THROUGH 16

## SUMMARY:

Attached is an Ordinance which adopts sections to regulate fireworks, smoking, open burning, etc., relating to fire regulations and safety outside of the International Fire Code.

## PREVIOUS COUNCIL ACTION:

These ordinances are currently located in Article II of Chapter 2 of Title III governing the adoptions and amendments of the International Fire Code. They were adopted in 1975 and have been amended several times over the years.

## BACKGROUND:

These sections are fire regulations, such as smoking (clean air act), open burning, and fireworks that are independent of the International Fire Code (I.F.C.). Adoption of changes to the I.F.C. require publication. As such, moving them to the section not associated with I.F.C. made for a more clean and concise revision to the code. At the same time, these codes have been updated.

## FINANCIAL IMPLICATIONS:

Adopting the code has no cost to City.

## BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

**STAKEHOLDER PROCESS:**

None.

**ALTERNATIVES:**

Failure to enact this Ordinance results in the City not having any ordinances governing the included public safety issues.

**RECOMMENDATION:**

Approve the Ordinance.

**ATTACHMENTS:**

1. Ordinance
2. Ordinance - Red Line

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 2 OF TITLE III OF THE PUEBLO MUNICIPAL CODE RELATING TO FIRE BANS, SMOKING, FIREWORKS AND OPEN BURNING ADDING SECTIONS 7 THROUGH 16

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

SECTION 1.

Sections 3-2-7 through 3-2-16 are hereby added to read as follows:

**Sec. 3-2-7. Smoking in various establishments; rooms permissible; notice.**

**(a) Retail Stores. It shall be unlawful for any person to ignite any match or flammable material, or to smoke any cigar, cigarette or pipe, in any retail store where there are sold dry goods, pyroxylin plastics, curtains, draperies, scarves, neckties, dresses, underwear, bedding, bunting, decorating material, linen or similar highly flammable materials or products, except in such room or rooms as may be designated as smoking rooms and used for that purpose. The floor or covering of such rooms shall be incombustible and such rooms shall be well ventilated to the outside of the building. Such smoking rooms shall be approved by the Chief of the Fire Department. "NO SMOKING" signs shall be posted on each floor in such establishments.**

**(b) Places of Public Assembly. It shall be unlawful for any person to ignite any match or flammable material, or to smoke any cigar, cigarette or pipe in any theater, opera house, auditorium or place of public assembly.**

**(c) Public Elevators. It shall be unlawful to smoke any cigarette, cigar or pipe, or to carry any lighted cigarette, cigar or pipe into any public elevator in the City. "NO SMOKING" signs shall be posted and maintained in all public elevators by the owner or lessee.**

**(d) Service Stations. It shall be unlawful to smoke around gasoline service stations and garages where gasoline and other flammable fluids are being handled or dispensed. A plainly printed notice of "NO SMOKING" shall be posted in a conspicuous place by the owner or lessee of the service station or garage.**

**(e) Hotels, etc. Any person who by smoking or attempting to light or smoke cigarettes, cigars, pipes or tobacco in any manner in which lighters or matches are employed who shall in a careless, reckless or negligent manner whatsoever, whether willfully or wantonly or not, set fire to any bedding, carpet, curtain, drapes, furniture, house or household furnishings or other equipment or appurtenances in or to any hotel or other building of like occupancy shall be guilty of a violation of this Code. In each sleeping room of all hotels, rooming houses,**

lodging house and other places of public abode, a plainly printed notice shall be posted in a conspicuous place, by the owner or lessee advising tenants of the provisions of this Section.

(f) Public Conveyances. It shall be unlawful to smoke or carry a lighted cigar, pipe or cigarette on any motor bus or other public conveyance operating on established schedules within the City. A plainly printed notice of "NO SMOKING" shall be posted in a conspicuous place on each transportation vehicle.

(g) Failure of any business or establishment to post the requisite "NO SMOKING" sign as required by this section commits a Class two municipal offense; each day that a violation continues shall be deemed a separate offense. All other violations of this section shall be a Class one municipal offense.

Sec. 3-2-8. Open burning; incinerators; ashes.

(a) No person shall burn or permit to be burned on any premises owned or controlled by him or her, or on any public street, alley or other land adjacent to such premises, any rubbish, wastepaper, trash, wood or other combustible material.

(b) No ashes shall be kept or deposited in any part of the City except in a secure, noncombustible room or receptacle constructed of such materials and of such design and so located that ashes deposited or kept therein cannot be blown or carried therefrom by wind, and that no fire can be communicated therefrom to fences, buildings or any combustible material.

(c) For purposes of enforcement of this Section, the Fire Department and the Police Department are hereby directed to report all violations hereof involving a specific health concern to the Health Department and to render to the Health Department such aid and assistance as may be necessary to the enforcement of this Section.

(d) For emergency situations or as necessary to protect the public safety, health or welfare, a permit for open burning may be issued in accordance with the requirements of the Pueblo Municipal Code, and the Colorado Air Pollution and Control Act.

(e) This Section shall not apply to:

(1) Fires used for the noncommercial preparation of food for human consumption.

(2) Fires for instructional or recreational purposes.

(3) Portable outdoor fireplaces.

(f) Violation of this Section is a Class one municipal offense.

**(g) Nothing contained in this Section shall prohibit the burning of weeds upon land zoned for agricultural use, provided that such burning be done in compliance with all applicable ordinances of the City, state statutes and the rules and regulations of any city or state agency or board and only after issuance of a permit from the Fire Department.**

**Sec. 3-2-9. Burn restrictions and burn bans.**

**After review and approval by the Mayor, the Chief of the Fire Department is authorized to issue a burn restriction or burn ban as deemed necessary when local conditions make recreational fire, open burning other open flames or similar activities, including activities otherwise permitted under this Chapter 2 of Title III of this Code, hazardous or objectionable. It shall be unlawful, and a Class one municipal offense for any person to knowingly violate, disobey, omit, neglect, refuse or fail to comply with or resist the enforcement of any issued burn restriction or burn bans, and such person. No permit shall be issued or otherwise effective to the extent the activity permitted by such permit would be contrary to or in violation of a burn restriction or burn ban.**

**Sec. 3-2-10. Definitions.**

**As used in this Chapter, unless the context otherwise required:**

**(1) Fireworks.**

**a. *Fireworks* means any article, device or substance prepared for the primary purpose of producing a visual or auditory sensation by combustion, explosion, deflagration or detonation, including, without limitation, the following articles and devices commonly known and used as fireworks, but excluding those devices, articles or substances described in paragraph (1)b below: toy cannons or toy canes in which explosives are used, blank cartridges, the type of balloon which requires fire underneath to propel the same, firecrackers, torpedoes, skyrockets, rockets, bottle rockets, Roman candles, Day-Glo bombs and torches, or other fireworks of like construction and any fireworks containing any explosive or flammable compound, or any tablets or other device containing any explosive substance.**

**b. *Fireworks* does not include:**

**1. The following articles, devices or substances which may be commonly known and used as fireworks do not produce an auditory sensation and are not propelled or made airborne by combustion, explosion, deflagration or detonation: smoke-bombs, fountains, flower-towers or similar devices or articles.**

**2. Toy caps which do not contain more than twenty-five hundredths (.25) of a grain of explosive compound per cap;**

3. Sparklers, trick matches, cigarette loads, trick noisemakers, toy smoke devices and novelty auto alarms; and

4. Highway flares, railway fuses, ship distress signals, smoke candles and signaling devices for emergency purposes.

(2) *Manufacturer* includes any wholesaler and any person who manufactures, makes, constructs or produces any fireworks article or device.

(3) *Person* includes an individual, partnership, firm, company, association or corporation.

(4) *Retailer* includes any person who sells, delivers, consigns or furnishes fireworks to another person not for resale.

(5) *Wholesaler* includes any person who sells, delivers, consigns, gives or in any way furnishes fireworks to a retailer for resale.

Sec. 3-2-11. Unlawful to sell or use certain types of fireworks.

It shall be unlawful, and a Class one municipal offense in the City for any person to possess any fireworks, or to offer for sale, expose for sale, sell or have in his or her possession with intent to offer for sale, sell, use or explode any fireworks.

Sec. 3-2-12. Items not considered fireworks; permits for sale.

(a) Those items listed in Section 3-2-51 which are not included as fireworks are sold in any temporary or permanent place of business shall only be sold in a B-3, B-4, I-1, I-2 or I-3 Zone District as defined in Title XVII of this Code; provided, however, that the sale of the same in any temporary or permanent place of business shall be restricted to the period of seven (7) days prior to the Fourth of July in each year, and the use thereof if obtained from a temporary or permanent place of business shall be restricted to the hours between 7:00 a.m. and 12:00 midnight on the Fourth of July.

(b) Any person wishing to sell those items described in this Chapter which are not considered fireworks and are sold in any temporary place of business shall obtain a permit therefor. Application for a permit to sell such items for each location shall be made by June 15 of each year. A permit fee of one hundred and fifty dollars ($150.00) shall be charged for each location and shall be paid to the City license officer in the Finance Department. Seventy-five dollars ($75.00) of the permit fee shall be refunded to the applicant if the site of the sale of these items is cleaned of all stands, refuse and debris constructed or caused by said sale to the satisfaction of the Chief of the Fire Department, or his or her authorized representative, by July 10 of each year. No permit granted hereunder shall be transferrable.

**(c) No person shall be issued a permit to sell those items described in Section 3-2-10(1)(b) which are not considered fireworks if he or she has been convicted of any offense involving the possession, sale, transportation or use of fireworks within a period of two (2) years prior to the time application for a permit is made.**

**(d) Failure to comply with these ordinances or Federal or State laws and regulations is grounds for revocation of a permit. Additionally, no person will be granted a permit for sale if they have violated said rules and regulations or had their permit revoked in the last five (5) years.**

**Sec. 3-2-13. Regulations and permits for display.**

**(a) The requirements of this Chapter shall be in addition to the regulations contained in the International Fire Code previously adopted by Section 3-2-21 et. seq. of this Code. This Chapter shall govern should there be any inconsistency between the International Fire Code and this Code.**

**(b) The Chief of the Fire Department shall have the power to adopt reasonable rules and regulations for the granting of permits for supervised public display of fireworks at any time by fair associations, amusements parks and other organizations or groups of individuals. Such rules and regulations may provide minimum qualifications for persons conducting and supervising a display as pyrotechnic operators. Every such display shall be handled by a qualified operator who shall be approved by the Chief of the Fire Department. Every display shall be of such character and so located that, in the opinion of the Chief of the Fire Department, such display shall not be hazardous to property or endanger any person.**

**(c) Any person wishing to conduct a fireworks display shall obtain a permit therefore from the Chief of the Fire Department or his or her authorized representative. Application for a permit shall be made in writing not less than fourteen (14) days prior to the date of the display. Application shall be made upon a form adopted by the Fire Chief which shall: identify the applicant; identify the operator who shall conduct and supervise the display; state the qualifications and expertise of the operator; identify the premises where the display will be conducted; and contain a signed written consent of the owner of said premises to the display being conducted upon his or her property. A permit fee of thirty dollars ($30.00) shall accompany the application and shall be collected by the License Officer in the Finance Department. No permit granted hereunder shall be transferable.**

**(d) It shall be unlawful to store, house or keep those items described in Section 3-2-10(1)(b) which are not considered fireworks in any building or structure unless such building or structure is provided with a sprinkler system that is properly constructed and maintained according to the International Fire Code and the International Building Code.**

**Sec. 3-2-14. Bonds and insurance.**

**(a) Any person selling those items not considered fireworks in a temporary place of business, or conducting a fireworks display, shall execute and file with the License Officer a license and performance bond in the penal naming the City of Pueblo as obligee and conditioned upon full compliance with the provisions of this Chapter in the sum of one thousand dollars ($1,000) per location for those engaging in temporary place of business, and two thousand dollars ($2,000) per display for those conducting a fireworks display.**

**(b) Any person conducting a fireworks display shall, in addition to a performance bond, also obtain a comprehensive general liability insurance policy to cover injury and damage to persons and property caused as a result of the display. Said policy shall be in amounts of not less than one million dollars ($1,000,000) per occurrence and aggregate for both personal injury, including bodily injury and death, and property damage.**

**Sec. 3-2-15. Interpretation.**

**This Chapter shall not be construed to prohibit:**

**(1) Any person, including a manufacturer, who has first obtained a state license to sell display fireworks, from possessing, offering for sale, exposing for sale, selling or having in his or her possession with intent to offer for sale, or sell, fireworks in any municipality, fair association, amusement park or other organization or group holding a display permit issued as provided in this Chapter, or to the Colorado State Fair and Industrial Exposition Commission or to any county or district fair duly organized under the laws of the State;**

**(2) Any person from using or exploding fireworks in accordance with the provisions of any display permit issued as provided in this Chapter or as part of a supervised public display at the Colorado State Fair and Industrial Exposition or any county or district fair organized under the laws of the State;**

**(3) Any resident manufacturer from manufacturing and selling or any resident wholesaler, dealer or jobber from selling fireworks at wholesale, provided that: (a) the Fire Chief issues a permit for each sale; (b) the sale does not occur from a temporary place of business; and (c) the fireworks are shipped directly from the manufacturer, wholesaler, dealer or jobber to the wholesale purchaser out of state through a commercial shipper authorized by the United States Interstate Commerce Commission to ship explosives and other dangerous articles.**

**(4) The use of fireworks by railroads or other transportation agencies for signal purposes or illumination, the sale or use of blank cartridges for a show or theater, signal or ceremonial purposes in athletics or sports, or use by military organizations, or the use of fireworks for agricultural purposes under conditions approved by the City Council;**

**(5) Any person from possessing, offering for sale, exposing for sale, selling, having in his or her possession with intent to offer for sale or sell, or using or firing toy pistols, toy guns, sparklers or other devices for which caps are manufactured, except as provided in this Chapter; or**

**(6) The importation, purchase, sale or possession of fireworks which are used or to be used solely to prevent damage to crops by animals or birds upon lands zoned for agricultural use, the sale and use of which shall be governed by rules and regulations adopted by the State.**

**Sec. 3-2-16. Seizure of fireworks.**

**The Chief of Police or his or her authorized agent may seize, take and remove, at the expense of the owner, all stocks of fireworks or combustibles offered or exposed for sale, stored or held in violation of this Chapter. Any violation of this chapter is considered a nuisance.**

SECTION 2.

The officers and staff of the City are directed and authorized to perform any and all acts consistent with the intent of the 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 _____.

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 CHAPTER 2 OF TITLE III OF THE PUEBLO MUNICIPAL CODE RELATING TO FIRE BANS, SMOKING, FIREWORKS AND OPEN BURNING ADDING SECTIONS 7 THROUGH 16

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

SECTION 1.

Sections 3-2-7 through 3-2-16 are hereby added to read as follows:

**Sec. 3-2-7. Smoking in various establishments; rooms permissible; notice.**

**(a) Retail Stores. It shall be unlawful for any person to ignite any match or flammable material, or to smoke any cigar, cigarette or pipe, in any retail store where there are sold dry goods, pyroxylin plastics, curtains, draperies, scarves, neckties, dresses, underwear, bedding, bunting, decorating material, linen or similar highly flammable materials or products, except in such room or rooms as may be designated as smoking rooms and used for that purpose. The floor or covering of such rooms shall be incombustible and such rooms shall be well ventilated to the outside of the building. Such smoking rooms shall be approved by the Chief of the Fire Department. "NO SMOKING" signs shall be posted on each floor in such establishments.**

**(b) Places of Public Assembly. It shall be unlawful for any person to ignite any match or flammable material, or to smoke any cigar, cigarette or pipe in any theater, opera house, auditorium or place of public assembly. This prohibition does not apply to religious organization gathering in an enclosed building, except this does not allow smoking without a variance. Any religious organization conducting a gathering outside of an enclosed building may apply and be granted a variance from the Fire Chief or his or her designee; said variance will take into account state and local fire ban restrictions and may include appropriate restrictions for health and safety.**

**(c) Public Elevators. It shall be unlawful to smoke any cigarette, cigar or pipe, or to carry any lighted cigarette, cigar or pipe into any public elevator in the City. "NO SMOKING" signs shall be posted and maintained in all public elevators by the owner or lessee.**

**(d) Service Stations. It shall be unlawful to smoke around gasoline service stations and garages where gasoline and other flammable fluids are being handled or dispensed. A plainly printed notice of "NO SMOKING" shall be posted in a conspicuous place by the owner or lessee of the service station or garage.**

**(e) Hotels, etc. Any person who by smoking or attempting to light or smoke cigarettes, cigars, pipes or tobacco in any manner in which lighters or matches are employed who shall in a careless, reckless or negligent manner whatsoever, whether willfully or wantonly or not, set fire to any bedding, carpet, curtain, drapes, furniture, house or household furnishings or other equipment or appurtenances in or to any hotel or other building of like occupancy shall be guilty of a violation of this Code. In each sleeping room of all hotels, rooming houses, lodging house and other places of public abode, a plainly printed notice shall be posted in a conspicuous place, by the owner or lessee advising tenants of the provisions of this Section.**

**(f) Public Conveyances. It shall be unlawful to smoke or carry a lighted cigar, pipe or cigarette on any motor bus or other public conveyance operating on established schedules within the City. A plainly printed notice of "NO SMOKING" shall be posted in a conspicuous place on each transportation vehicle.**

**(g) Failure of any business or establishment to post the requisite "NO SMOKING" sign as required by this section commits a Class two municipal offense; each day that a violation continues shall be deemed a separate offense. All other violations of this section shall be a Class one municipal offense.**

**Sec. 3-2-8. Open burning; incinerators; ashes.**

**(a) No person shall burn or permit to be burned on any premises owned or controlled by him or her, or on any public street, alley or other land adjacent to such premises, any rubbish, wastepaper, trash, wood or other combustible material.**

**(b) No ashes shall be kept or deposited in any part of the City except in a secure, noncombustible room or receptacle constructed of such materials and of such design and so located that ashes deposited or kept therein cannot be blown or carried therefrom by wind, and that no fire can be communicated therefrom to fences, buildings or any combustible material.**

**(c) For purposes of enforcement of this Section, the Fire Department and the Police Department are hereby directed to report all violations hereof involving a specific health concern to the Health Department and to render to the Health Department such aid and assistance as may be necessary to the enforcement of this Section.**

**(d) For emergency situations or as necessary to protect the public safety, health or welfare, a permit for open burning may be issued in accordance with the requirements of the Pueblo Municipal Code, and the Colorado Air Pollution and Control Act.**

**(e) This Section shall not apply to:**

**(1) Fires used for the noncommercial preparation of food for human consumption.**

(2) Fires for instructional or recreational purposes.

(3) Portable outdoor fireplaces.

(f) Violation of this Section is a Class one municipal offense.

(g) Nothing contained in this Section shall prohibit the burning of weeds upon land zoned for agricultural use, provided that such burning be done in compliance with all applicable ordinances of the City, state statutes and the rules and regulations of any city or state agency or board and only after issuance of a permit from the Fire Department.

Sec. 3-2-9. Burn restrictions and burn bans.

After review and approval by the Mayor, the Chief of the Fire Department is authorized to issue a burn restriction or burn ban as deemed necessary when local conditions make recreational fire, open burning other open flames or similar activities, including activities otherwise permitted under this Chapter 2 of Title III of this Code, hazardous or objectionable. It shall be unlawful, and a Class one municipal offense for any person to knowingly violate, disobey, omit, neglect, refuse or fail to comply with or resist the enforcement of any issued burn restriction or burn bans, and such person. ~~No permit shall be issued or otherwise effective to the extent the activity permitted by such permit would be contrary to or in violation of a burn restriction or burn ban.~~ A permit may be issued for a variance by the Fire Chief or his or her designee but will taking into account any burn restrictions or burn bans and may include appropriate health and safety restrictions.

Sec. 3-2-10. Definitions.

As used in this Chapter, unless the context otherwise required:

(1) Fireworks.

a. *Fireworks* means any article, device or substance prepared for the primary purpose of producing a visual or auditory sensation by combustion, explosion, deflagration or detonation, including, without limitation, the following articles and devices commonly known and used as fireworks, but excluding those devices, articles or substances described in paragraph (1)b below: toy cannons or toy canes in which explosives are used, blank cartridges, the type of balloon which requires fire underneath to propel the same, firecrackers, torpedoes, skyrockets, rockets, bottle rockets, Roman candles, Day-Glo bombs and torches, or other fireworks of like construction and any fireworks containing any explosive or flammable compound, or any tablets or other device containing any explosive substance.

b. *Fireworks* does not include:

1. The following articles, devices or substances which may

be commonly known and used as fireworks do not produce an auditory sensation and are not propelled or made airborne by combustion, explosion, deflagration or detonation: smoke-bombs, fountains, flower-towers or similar devices or articles.

2. Toy caps which do not contain more than twenty-five hundredths (.25) of a grain of explosive compound per cap;

3. Sparklers, trick matches, cigarette loads, trick noisemakers, toy smoke devices and novelty auto alarms; and

4. Highway flares, railway fuses, ship distress signals, smoke candles and signaling devices for emergency purposes.

(2) *Manufacturer* includes any wholesaler and any person who manufactures, makes, constructs or produces any fireworks article or device.

(3) *Person* includes an individual, partnership, firm, company, association or corporation.

(4) *Retailer* includes any person who sells, delivers, consigns or furnishes fireworks to another person not for resale.

(5) *Wholesaler* includes any person who sells, delivers, consigns, gives or in any way furnishes fireworks to a retailer for resale.

Sec. 3-2-11. Unlawful to sell or use certain types of fireworks.

It shall be unlawful, and a Class one municipal offense in the City for any person to possess any fireworks, or to offer for sale, expose for sale, sell or have in his or her possession with intent to offer for sale, sell, use or explode any fireworks.

Sec. 3-2-12. Items not considered fireworks; permits for sale.

(a) Those items listed in Section 3-2-51 which are not included as fireworks are sold in any temporary or permanent place of business shall only be sold in a B-3, B-4, I-1, I-2 or I-3 Zone District as defined in Title XVII of this Code; provided, however, that the sale of the same in any temporary or permanent place of business shall be restricted to the period of seven (7) days prior to the Fourth of July in each year, and the use thereof if obtained from a temporary or permanent place of business shall be restricted to the hours between 7:00 a.m. and 12:00 midnight on the Fourth of July.

(b) Any person wishing to sell those items described in this Chapter which are not considered fireworks and are sold in any temporary place of business shall obtain a permit therefor. Application for a permit to sell such items

**for each location shall be made by June 15 of each year. A permit fee of one hundred and fifty dollars ($150.00) shall be charged for each location and shall be paid to the City license officer in the Finance Department. Seventy-five dollars ($75.00) of the permit fee shall be refunded to the applicant if the site of the sale of these items is cleaned of all stands, refuse and debris constructed or caused by said sale to the satisfaction of the Chief of the Fire Department, or his or her authorized representative, by July 10 of each year. No permit granted hereunder shall be transferrable.**

**(c) No person shall be issued a permit to sell those items described in Section 3-2-10(1)(b) which are not considered fireworks if he or she has been convicted of any offense involving the possession, sale, transportation or use of fireworks within a period of two (2) years prior to the time application for a permit is made.**

**(d) Failure to comply with these ordinances or Federal or State laws and regulations is grounds for revocation of a permit. Additionally, no person will be granted a permit for sale if they have violated said rules and regulations or had their permit revoked in the last five (5) years.**

**Sec. 3-2-13. Regulations and permits for display.**

**(a) The requirements of this Chapter shall be in addition to the regulations contained in the International Fire Code previously adopted by Section 3-2-21 et. seq. of this Code. This Chapter shall govern should there be any inconsistency between the International Fire Code and this Code.**

**(b) The Chief of the Fire Department shall have the power to adopt reasonable rules and regulations for the granting of permits for supervised public display of fireworks at any time by fair associations, amusements parks and other organizations or groups of individuals. Such rules and regulations may provide minimum qualifications for persons conducting and supervising a display as pyrotechnic operators. Every such display shall be handled by a qualified operator who shall be approved by the Chief of the Fire Department. Every display shall be of such character and so located that, in the opinion of the Chief of the Fire Department, such display shall not be hazardous to property or endanger any person.**

**(c) Any person wishing to conduct a fireworks display shall obtain a permit therefore from the Chief of the Fire Department or his or her authorized representative. Application for a permit shall be made in writing not less than fourteen (14) days prior to the date of the display. Application shall be made upon a form adopted by the Fire Chief which shall: identify the applicant; identify the operator who shall conduct and supervise the display; state the qualifications and expertise of the operator; identify the premises where the display will be conducted; and contain a signed written consent of the owner of said premises to the display being conducted upon his or her property. A permit fee of thirty dollars ($30.00) shall accompany the application and shall be collected by the License Officer in the Finance Department. No permit granted hereunder shall be transferable.**

**(d) It shall be unlawful to store, house or keep those items described in Section 3-2-10(1)(b) which are not considered fireworks in any building or structure unless such building or structure is provided with a sprinkler system that is properly constructed and maintained according to the International Fire Code and the International Building Code.**

**Sec. 3-2-14. Bonds and insurance.**

**(a) Any person selling those items not considered fireworks in a temporary place of business, or conducting a fireworks display, shall execute and file with the License Officer a license and performance bond in the penal naming the City of Pueblo as obligee and conditioned upon full compliance with the provisions of this Chapter in the sum of one thousand dollars ($1,000) per location for those engaging in temporary place of business, and two thousand dollars ($2,000) per display for those conducting a fireworks display.**

**(b) Any person conducting a fireworks display shall, in addition to a performance bond, also obtain a comprehensive general liability insurance policy to cover injury and damage to persons and property caused as a result of the display. Said policy shall be in amounts of not less than one million dollars ($1,000,000) per occurrence and aggregate for both personal injury, including bodily injury and death, and property damage.**

**Sec. 3-2-15. Interpretation.**

**This Chapter shall not be construed to prohibit:**

**(1) Any person, including a manufacturer, who has first obtained a state license to sell display fireworks, from possessing, offering for sale, exposing for sale, selling or having in his or her possession with intent to offer for sale, or sell, fireworks in any municipality, fair association, amusement park or other organization or group holding a display permit issued as provided in this Chapter, or to the Colorado State Fair and Industrial Exposition Commission or to any county or district fair duly organized under the laws of the State;**

**(2) Any person from using or exploding fireworks in accordance with the provisions of any display permit issued as provided in this Chapter or as part of a supervised public display at the Colorado State Fair and Industrial Exposition or any county or district fair organized under the laws of the State;**

**(3) Any resident manufacturer from manufacturing and selling or any resident wholesaler, dealer or jobber from selling fireworks at wholesale, provided that: (a) the Fire Chief issues a permit for each sale; (b) the sale does not occur from a temporary place of business; and (c) the fireworks are shipped directly from the manufacturer, wholesaler, dealer or jobber to the wholesale purchaser out of state through a commercial shipper authorized by the United States Interstate Commerce Commission to ship explosives and other dangerous articles.**

**(4) The use of fireworks by railroads or other transportation agencies for signal purposes or illumination, the sale or use of blank cartridges for a show or theater, signal or ceremonial purposes in athletics or sports, or use by military organizations, or the use of fireworks for agricultural purposes under conditions approved by the City Council;**

**(5) Any person from possessing, offering for sale, exposing for sale, selling, having in his or her possession with intent to offer for sale or sell, or using or firing toy pistols, toy guns, sparklers or other devices for which caps are manufactured, except as provided in this Chapter; or**

**(6) The importation, purchase, sale or possession of fireworks which are used or to be used solely to prevent damage to crops by animals or birds upon lands zoned for agricultural use, the sale and use of which shall be governed by rules and regulations adopted by the State.**

**Sec. 3-2-16. Seizure of fireworks.**

**The Chief of Police or his or her authorized agent may seize, take and remove, at the expense of the owner, all stocks of fireworks or combustibles offered or exposed for sale, stored or held in violation of this Chapter. Any violation of this chapter is considered a nuisance.**

SECTION 2.

The officers and staff of the City are directed and authorized to perform any and all acts consistent with the intent of the 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 _____.

Final adoption of Ordinance by City Council on _____.

_____
President of City Council

**Action by the Mayor:**

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

_____
Mayor

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

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

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

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

_____
President of City Council

ATTEST

_____
City Clerk

Docusign Envelope ID: 5286AC89-2627-8584-81D0-42B7E1AB3B54

**City Clerk's Office Item # R8**

city of PUEBLO colorado

**Background Paper for Proposed Ordinance**

**COUNCIL MEETING DATE:** July 27, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Clyde Bishop, City Clerk

FROM: Chris Noeller, Chief of Police

SUBJECT: AN ORDINANCE APPROVING AND ACCEPTING THE UPDATED CRISIS INTERVENTION TEAM (CIT) MASTER SERVICES AGREEMENT BETWEEN THE CITY OF PUEBLO AND HEALTH SOLUTIONS

## SUMMARY:

This ordinance approves the updated Master Services Agreement (MSA) between the City of Pueblo and Health Solutions for the continued operation of the Crisis Intervention Team (CIT) co-responder program. The revised MSA reflects updated service expectations, legal requirements, and program enhancements effective January 1, 2026.

## PREVIOUS COUNCIL ACTION:

City Council has previously approved annual CIT-related contracts and grant-funded agreements with Health Solutions.

## BACKGROUND:

Since September 1, 2016, the Pueblo Police Department and Health Solutions have collaborated to operate the Crisis Intervention Team (CIT) co-responder model. The updated 2026 Master Services Agreement formalizes current operational practices and incorporates redline corrections and required compliance measures including updated staffing, responsibilities, and confidentiality requirements.

## FINANCIAL IMPLICATIONS:

None.

## BOARD/COMMISSION RECOMMENDATION:

Not applicable.

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**STAKEHOLDER PROCESS:**

The CIT program is an operational partnership between the Pueblo Police Department and Health Solutions.

**ALTERNATIVES:**

Decline approval of the agreement.

**RECOMMENDATION:**

Approval of the Ordinance.

**ATTACHMENTS:**

1. HS-PPD MSA June 2026

Docusign Envelope ID: 5286AC89-2627-8584-81D0-42B7E1AB3B54

ORDINANCE NO. 11239

AN ORDINANCE APPROVING AND ACCEPTING THE UPDATED CRISIS INTERVENTION TEAM (CIT) MASTER SERVICES AGREEMENT BETWEEN THE CITY OF PUEBLO AND HEALTH SOLUTIONS

WHEREAS, the City of Pueblo is authorized to enter into agreements necessary for public and municipal purposes; and

WHEREAS, the City of Pueblo and Health Solutions have jointly operated the Crisis Intervention Team (CIT) co-responder program since 2016; and

WHEREAS, the updated Master Services Agreement establishes revised roles, responsibilities, compliance requirements, and service expectations aligned with current needs; and

WHEREAS, acceptance and approval of the MSA benefits the health, safety, and welfare of the community;

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

SECTION 1.

The Crisis Intervention Team (CIT) Master Services Agreement between the City of Pueblo and Health Solutions, a Colorado nonprofit corporation, is hereby approved and accepted.

SECTION 2.

The Mayor is authorized to execute said Agreement, and the City Clerk shall attest and affix the Seal of the City.

SECTION 3.

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

SECTION 4.

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

**Action by City Council:**

Introduced and initial adoption of Ordinance by City Council on July 13, 2026.

Final adoption of Ordinance by City Council on July 27, 2026.

DocuSigned by:
Mark Aliff
B7A4E51823AB462...
President of City Council

Docusign Envelope ID: 5286AC89-2627-8584-81D0-42B7E1AB3B54

**Action by the Mayor:**

☒ Approved on 07/29/2026.

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

Signed by:
Heather Graham
3A05956B7BCA462...
_____
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:
Clyde Bishop
E1C1AF8727B149A...
_____
City Clerk

**MASTER SERVICES AGREEMENT**

THIS MASTER SERVICES AGREEMENT (this **"Agreement"**), effective as of January 1, 2026 (the **"Effective Date"**), is between Health Solutions, a Colorado nonprofit corporation, with its principal offices located at 41 Montbello Rd., Pueblo, CO 81001 (**"SERVICE PROVIDER"**), and the City of Pueblo, a Colorado home rule municipal corporation, acting through its Police Department ("AGENCY") (collectively, the **"Parties"**).

## Recitals

WHEREAS: SERVICE PROVIDER and AGENCY have worked collaboratively since September 1, 2016 to staff and support the Crisis Intervention Team (CIT); and

WHEREAS: The program has continued to expand and the parties desire to enter into this Agreement to further define the services and responsibilities of each;

Now, therefore, in consideration of the mutual covenants and agreements contained in this Agreement, and other good and valuable consideration, the Parties agree as follows:

## Agreement

**1. SERVICES.**

**1.1. Statements of Work.** SERVICE PROVIDER agrees to provide to AGENCY the services (the **"Services"**) at the locations, rates, and for the durations specified in the following Statements of Work (each a **"SOW"**) entered into by the Parties:

Appendix A

Unless expressly stated otherwise in this Agreement as to a particular issue, any conflicts between this Agreement and a SOW will be construed in favor of the SOW. Each time the Parties desire to add, remove, or change a SOW, they will follow the process described in this Agreement.

**2. PAYMENT TERMS.** Except as provided in a SOW: (a) AGENCY agrees to remit payment for all invoices within 30 days of receipt of a SERVICE PROVIDER invoice; (b) AGENCY will make all payments without right of set-off or chargeback, except for any disputed charges; and (c) if AGENCY does not pay invoices when due, SERVICE PROVIDER may charge interest at eight percent (8%) per annum, compounded annually, consistent with C.R.S. § 5-12-102, on the unpaid amounts. If there is a good faith dispute with regard to a portion of an invoice, AGENCY will provide to SERVICE PROVIDER a written notice detailing the dispute (a **"Dispute Notice"**) within 30 days of AGENCY receipt of the SERVICE PROVIDER invoice at issue. If AGENCY provides to SERVICE PROVIDER a timely Dispute Notice, then AGENCY may withhold the disputed amount, but AGENCY must pay the

undisputed portion of the invoice as provided in this Agreement. Notwithstanding any other provision of this Agreement or any SOW, all financial obligations of AGENCY under this Agreement and any SOW are subject to annual appropriation by the City Council of the City of Pueblo. If sufficient funds are not appropriated or otherwise available for any fiscal year, AGENCY may terminate this Agreement and any SOW without penalty, liability for damages, or further obligation, upon written notice to SERVICE PROVIDER, and AGENCY shall be liable only for amounts due for Services rendered through the effective date of termination.

**3. CONFIDENTIALITY / COMPLIANCE WITH HIPAA.**

**3.1. Confidentiality.** Each Party will retain in strict confidence, and will not use, disclose, disseminate, or commercialize, the other Party's Confidential Information. The other Party's Confidential Information may only be used by the recipient Party in the course of performing its rights and obligations under this Agreement. **"Confidential Information"** means all information furnished by a Party to this Agreement to the other Party under this Agreement in oral, written, or electronic form: (a) which has value because it is not generally known, and the disclosing Party uses reasonable efforts to protect; (b) all confidential information relating to each Party's business including business plans, sales projections, business records, prices and customer lists. Confidential Information does not include: (i) information already known or independently developed by the recipient outside the scope of this relationship by personnel not having access to any Confidential Information; (ii) information already in the public domain through no wrongful act of the recipient; or (iii) information received by the recipient from a third party who has no obligation of confidentiality. Notwithstanding the foregoing, nothing in this Agreement shall require AGENCY to withhold or refrain from disclosing any information that is a public record subject to disclosure under the Colorado Open Records Act, C.R.S. § 24-72-201 *et seq*., the Colorado Open Meetings Law, C.R.S. § 24-6-401 *et seq*., or any other applicable law, regulation, court order, or federal or state grant award requirement. AGENCY shall use reasonable efforts, where time permits, to notify SERVICE PROVIDER prior to making any such disclosure.

**3.2. Compliance with HIPAA.** Contemporaneous with the execution of this Agreement, AGENCY agrees to execute SERVICE PROVIDER's commercially reasonable HIPAA Business Associate Agreement or the HIPAA Business Associate Agreement substantially in the form attached hereto as Schedule 1. AGENCY will be responsible for ensuring its compliance with the rules and regulations set forth in the HIPAA Business Associate Agreement. **"HIPAA"** means the Health Insurance Portability and Accountability Act of 1996, as same may be amended from time to time. Execution of this Agreement is contingent upon contemporaneous execution by both Parties of Schedule 1, which shall be attached hereto and incorporated by reference.

**4. FINANCIAL CONDITION.** Each party represents that, as of the Effective Date, there are no known factors or circumstances that threaten its financial condition, solvency, or ability to conduct business in the normal course.

**5. WARRANTIES AND DISCLAIMERS.**

**5.1. Warranties Regarding Ability to Contract and Perform.** Each Party represents to the other Party that its execution, delivery, and performance of this Agreement does not and will not: (a) violate any provision of, or conflict with, any agreement, instrument, order, judgment, decree, or other arrangement to which it is a Party or by which it is bound; or (b) require any consent or approval, or violate any judgment, ruling, order, writ, injunction, decree, statute, rule, or regulation applicable to its activities.

**5.2. No Other Warranties.** EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT OR A SOW: (A) ANY SERVICES AND SOFTWARE PROVIDED BY SERVICE PROVIDER ARE WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED; AND (B) SERVICE PROVIDER SPECIFICALLY DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY, SUITABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, TITLE, DESIGN, AND ANY WARRANTY ARISING FROM STATUTE, OPERATION OF LAW, CONDUCT, CUSTOM, COURSE OF DEALING OR PERFORMANCE, OR USAGE IN TRADE. AGENCY'S RIGHTS TO PENALTIES, DAMAGES, SET-OFFS, OR EARLY TERMINATION OF THIS AGREEMENT, IF ANY, ARE SET FORTH IN ONE OR MORE SOWs.

**6. LIMITATION OF LIABILITY.** EXCEPT WITH RESPECT TO (A) EITHER PARTY'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 7; (B) EITHER PARTY'S BREACH OF SECTION 3.1 (CONFIDENTIALITY) OR SECTION 3.2 (HIPAA) AND ANY ASSOCIATED BUSINESS ASSOCIATE AGREEMENT; (C) EITHER PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT; AND (D) ANY OBLIGATION TO PAY AMOUNTS DUE FOR SERVICES RENDERED, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, CONSEQUENTIAL, PUNITIVE, INCIDENTAL, OR INDIRECT DAMAGES, OR LOSSES OR FOR LOST PROFITS OR BUSINESS OPPORTUNITIES (INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, REVENUES, DATA AND/OR USE), OR THE COST OF PROCUREMENT OF SUBSTITUTE ITEMS OR SERVICES, HOWEVER CAUSED, ON ANY THEORY OF LIABILITY, AND WHETHER OR NOT THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES.

**7. LIMITED INDEMNIFICATION / LIABILITIES FOR OWN ACTS.**

**7.1. Limited Indemnification by SERVICE PROVIDER.** SERVICE PROVIDER agrees to defend, indemnify, and hold AGENCY and its officers, directors, and employees harmless against all costs, expenses, and losses (including reasonable attorney fees and costs) incurred through claims of third parties against AGENCY based on or arising from: (1) any breach or inaccuracy of any covenant, representation, or warranty by SERVICE PROVIDER under this Agreement or a SOW; (2) the recklessness or willful misconduct of SERVICE PROVIDER, its officers, directors, agents, and employees; and/or (3) assertions under workers' compensation or similar employee benefit acts by SERVICE PROVIDER's employees or agents.

**7.3. Liabilities for Own Acts.** Except as otherwise set forth in this Agreement (including Section 7.1 above) or a SOW: (a) each Party agrees to be responsible for its acts and the acts of its officers', directors', and employees' acts, omissions, and liabilities; and (b) neither Party agrees to indemnify the other Party. Nothing in this Agreement shall be construed as a waiver of any of the rights, privileges, monetary limitations, or immunities available to AGENCY, its officers, agents, or

employees under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 et seq., as the same may be amended from time to time.

**8. INSURANCE.** Each Party will, at its sole cost, maintain no less than the following insurance in full force and effect during the term of this Agreement and any SOW a Comprehensive Commercial General Liability insurance with policy limits no less than $1,000,000 per occurrence and $2,000,000 in the aggregate. Additionally, SERVICE PROVIDER shall maintain Comprehensive Professional Liability insurance with policy limits no less than $1,000,000 per occurrence and $3,000,000 in the aggregate. All such insurance will be carried with carriers authorized to do business in the State of Colorado. AGENCY may satisfy its insurance obligations under this Section through self-insurance, participation in a pooled insurance program such as the Colorado Intergovernmental Risk Sharing Agency (CIRSA), or any combination thereof.

**9. TERM AND TERMINATION.**

**9.1. Term.** This Agreement commences on the Effective Date of this Agreement and will continue until all SOWs have expired or have been properly terminated as set forth in this Section.

**9.2. Early Termination Without Cause.** If permitted by a SOW, AGENCY and/or SERVICE PROVIDER may terminate the SOW without cause as set forth in the SOW.

**9.3. Early Termination for Cause.** If permitted by a SOW, AGENCY and/or SERVICE PROVIDER may terminate the SOW for cause as set forth in the SOW.

**9.4. Termination for Loss of Grant Funding.** Notwithstanding any other provision of this Agreement or any SOW, if any grant, federal pass-through award, or other external funding supporting AGENCY's payment obligations is suspended, terminated, reduced, withdrawn, or not renewed, AGENCY may terminate this Agreement and/or any affected SOW immediately upon written notice to SERVICE PROVIDER. In the event of such termination, AGENCY shall be liable only for Services rendered through the effective date of termination, and shall have no further liability or obligation to SERVICE PROVIDER.

**9.5. Termination for Non-Appropriation.** If sufficient funds are not appropriated or otherwise available to AGENCY for any fiscal year to perform its financial obligations under this Agreement or any SOW, AGENCY may terminate this Agreement and any affected SOW without penalty, liability for damages, or further obligation, upon written notice to SERVICE PROVIDER. AGENCY shall be liable only for amounts due for Services rendered through the effective date of termination.

**10. RECORDS**

10.1 All records created by Service Provider shall remain the sole and separate property of Service Provider; provided, however, that AGENCY shall have access to such records, and SERVICE PROVIDER shall provide and retain such records, to the extent reasonably necessary for AGENCY's compliance with: (a) the terms and conditions of any federal, state, or local grant award funding the Services, including without limitation 2 C.F.R. § 200.334 and any related audit, monitoring, or reporting requirements; (b) any audit, examination, or investigation by the Colorado State Auditor,

the Colorado Division of Criminal Justice, the U.S. Department of Health and Human Services, the Comptroller General of the United States, or any other government oversight body with jurisdiction; and (c) any applicable federal or state law or regulation. All records created by Service Provider containing protected health information, as defined by 45 CFR 160.130, are subject to the Health Insurance Portability and Accountability Act of 1996, the privacy regulations generally referred to as 45 CFR Parts 160 and 164, Subparts A and E, the confidentiality requirements of records subject to 42 CFR Part 2 and any applicable federal and state law.

10.2 Service Provider and Agency recognize and agree that disclosure of Service Provider records shall not be permitted pursuant to CRS 24-72-305 (1)(a) that such inspection would be contrary to state statutes prohibiting the disclosure of Protected Health Information.

**11. MISCELLANEOUS.**

**11.1. Independent Parties.** Nothing contained in this Agreement will be construed to imply a joint venture, partnership, principal/agent relationship, or other joint relationship, and neither Party will have the right, power or authority to create any obligation, expressed or implied, on behalf of the other. It is understood by the Parties that SERVICE PROVIDER is an independent contractor and not an employee or agent of AGENCY. SERVICE PROVIDER will provide workers' compensation benefits and unemployment compensation coverage for its employees. Because SERVICE PROVIDER's employees and contractors are not employees of AGENCY, SERVICE PROVIDER's employees and contractors are not entitled to any benefits to which AGENCY' employees may be entitled under AGENCY' policies or as otherwise required by law. AGENCY will not withhold any taxes from any amounts payable to SERVICE PROVIDER under this Agreement and will not make any FICA or other contributions on behalf of, or for the benefit of, SERVICE PROVIDER or SERVICE PROVIDER's employees and contractors. SERVICE PROVIDER is obligated to withhold federal, state, and local income taxes on any monies earned or paid to its employees pursuant to this Agreement. Neither Party will have the power or authority to act for the other in any manner or to create obligations or debts which would be binding on the other Party without the other Party's prior written consent.

**11.2. Entirety.** This Agreement and all Schedules and Appendices represent the entire agreement of the Parties regarding the subject matter of this Agreement, superseding all previous communications, representations or understandings, either oral or written, relating to its subject.

**11.3 Counterparts.** This Agreement and any SOW may be executed in multiple counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

**11.4. Waiver.** No waiver of rights by either Party may be implied from any actions or failures to enforce rights under this Agreement.

**11.5. Severability.** Each of the provisions of this Agreement is severable from all of the other provisions. The invalidity or unenforceability of any provision will not affect or impair the remaining provisions, which will continue in full force and effect.

**11.6. Assignment / Subcontractors.** AGENCY may assign its rights and obligations under this Agreement or otherwise transfer the use of any deliverables to a successor-in-interest in the event

of a merger, consolidation, or acquisition of all or substantially all of AGENCY' assets or business, provided further that such entity: (a) is not a direct competitor of SERVICE PROVIDER; and (b) does not provide the same or similar services as SERVICE PROVIDER under this Agreement. SERVICE PROVIDER may not assign its rights or obligations under this Agreement without the prior written consent of AGENCY; provided, however, that SERVICE PROVIDER may reasonably subcontract with third parties for the provision of the deliverables under this Agreement in its sole discretion, but such subcontracting will not absolve SERVICE PROVIDER of its performance responsibilities to AGENCY. SERVICE PROVIDER shall require any subcontractor with access to Protected Health Information to execute, prior to receiving such access, a Business Associate Agreement substantially in the form of Schedule 1 or such other form as may be reasonably acceptable to AGENCY. SERVICE PROVIDER shall further require any subcontractor performing work funded in whole or in part by a federal award to comply with the contract provisions set forth in Appendix B (Contract Provisions for Non-Federal Entity Contracts Under Federal Awards) and any other applicable federal flow-down requirements. Unless otherwise agreed in a SOW, SERVICE PROVIDER is solely responsible for its subcontractors' full and timely performance, and SERVICE PROVIDER is solely responsible for compensating any of its subcontractors.

**11.7. Force Majeure.** Neither Party will be liable to the other for any delay or failure to perform due to a Force Majeure Event. **"Force Majeure Event"** means an event outside of a Party's reasonable control including without limitation, restrictions of law, regulations, order or other governmental directives, labor disputes, acts of God, fire, explosions, terrorist acts, acts of war, fiber optic cable cuts, government shut-downs, storms, or other similar events.

**11.8. Governing Laws and Jurisdiction.** This Agreement and all SOWs are governed by the laws of the State of Colorado without regard for its choice of law provisions. This Agreement is not, and will never be, subject to the Uniform Computer Information Transactions Act (prepared by the National Conference of Commissioners on Uniform State Laws) as currently enacted by any jurisdiction or as may be codified or amended from time to time by any jurisdiction.

**11.9. Dispute Resolution.** Any dispute concerning this Agreement or a SOW will be subject to mandatory, binding arbitration before any private dispute resolution/arbitration group upon which the Parties agree, with the arbitration proceeding to occur in the State of Colorado, with the Parties using their best efforts to complete such arbitration as quickly as is reasonably practical. If the Parties are unable to agree on such an arbitration group, the arbitration will be conducted through the American Arbitration Association in compliance with its Commercial Rules of Arbitration. The cost of arbitration will be shared equally by the parties. The arbiter will have the power, within his/her discretion, to equitably award attorney fees, expert witness fees, and other costs to the substantially prevailing Party. The arbiter has no authority to award punitive damages or other damages not measured by the prevailing Party's actual damages, and may not, in any event, make any ruling, finding or award that does not conform to the provisions of this Agreement.

**11.10. Access to Books, Documents, and Records by the U.S. Department of Health and Human Services.** The following clause is included because of the possible application of Section 1861(v)(1)(I) of the Social Security Act to this Agreement. But if that Section of the Social Security Act should be found inapplicable to this Agreement, then this clause will be deemed not to be a part

of this Agreement and will be null and void. Until the expiration of four years after the furnishing of Services under this Agreement, the Parties will make available, upon written request, to the Secretary of Health and Human Services or to the Comptroller General, or any of their duly authorized representatives, this Agreement and books, documents, and records of the parties as are necessary to certify the nature and extent of the costs hereunder.

**11.11. Notice.** All notices given under this Agreement or a SOW must be in writing and given by personal delivery, certified mail return receipt requested, or nationally-recognized overnight courier service to the address set forth below or to such other address provided to the other Party sent in compliance with this Section of this Agreement.

**SERVICE PROVIDER**

Attn: President / Chief Executive Officer

Health Solutions

41 Montbello Rd.

Pueblo, CO 81001

**AGENCY:**

Attn: Chief

City of Pueblo Police Department

One City Hall Place

Pueblo, Colorado 81003

with a copy to:

City of Pueblo

Office of the City Attorney

101 W. Riverwalk, Fourth Floor

Pueblo, CO 81003

Attn: City Attorney

**11.12. Nonsolicitation of Employees.** During the term of this Agreement and for a period of one year thereafter, both parties agree not to hire, or directly or indirectly solicit or employ, any employee of the other who is involved in the development, use, or provision of the deliverables or related deliverables for a period of twelve months after the employee's termination of employment, without the prior written consent of the other Party.

**11.13. Third-Party Beneficiaries.** Any person who is not a Party to this Agreement shall have no rights or remedies against either of the Parties by virtue of this Agreement.

**11.14. Nonexclusivity.** AGENCY's engagement of SERVICE PROVIDER to perform the Services is nonexclusive and, accordingly, AGENCY will have the right to retain other contractors to perform services that are the same as, or similar in nature and scope to, the deliverables. Likewise, SERVICE PROVIDER's performance is nonexclusive and, accordingly, SERVICE PROVIDER has the right to perform services that are the same as, or similar in nature and scope to, the deliverables, for any other clientele.

**11.15. Attorney Fees and Costs.** In any action or proceeding to enforce any of the terms or provisions of this Agreement or a SOW, the substantially prevailing Party will be entitled to recover its reasonable attorney fees and costs.

**11.16. Amendment.** No amendment, modification, or variation of the terms of this Agreement or a SOW will be valid unless made in writing, signed by the Parties.

**11.17. Survival.** Any provision of this Agreement which, by its nature, extends beyond the term of this Agreement, or which is required to ensure that the Parties are able to fully exercise their rights and perform their obligations under this Agreement, will survive the expiration or termination of this Agreement.

**11.18. Publicity.** Neither Party will use any trademark, service mark, trade name, or other name or logo of the other Party in any advertising or publicity, and shall not issue any public statement concerning this Agreement or the deliverables provided under this Agreement, without the prior written consent of the other Party. Notwithstanding the foregoing, this Section shall not restrict or be construed to restrict: (a) any disclosure by AGENCY required under the Colorado Open Records Act, C.R.S. § 24-72-201 et seq., the Colorado Open Meetings Law, C.R.S. § 24-6-401 et seq., or any other applicable law or regulation; (b) inclusion of this Agreement or any SOW in publicly available City Council agenda packets, meeting materials, or recorded proceedings; (c) any disclosure required by a federal, state, or local grant award funding the Services; or (d) routine identification by AGENCY of SERVICE PROVIDER as a vendor or contracting party.

**11.19. Headings.** The section headings of this Agreement and any SOW are intended for reference only and do not affect their meaning or interpretation.

**11.20. Binding Effect.** This Agreement and any SOW shall be binding upon and shall inure to the benefit of the parties and their respective heirs, successors, representatives, and assigns.

**11.21. Construction.** In the event an ambiguity or question of intent or interpretation arises, this Agreement and any SOW will be construed as if jointly drafted by the Parties and no presumption, inference, or burden of proof will arise favoring or disfavoring a Party by virtue of authorship. Each Party represents and agrees that it has had the opportunity to seek the advice of appropriate professionals, including legal and accounting professionals, before entering into this Agreement.

**11.22. Further Assurances.** Each Party to this Agreement will, at the request of the other Party and without charge (provided that the cost to the providing Party is reasonable under the circumstances), execute and deliver all such further instruments and documents as may be reasonably requested to further confirm, carry out, and otherwise accomplish the intent and purpose of this Agreement or a SOW.

**11.23. No Exclusion.** Each Party warrants on a continuing basis throughout the term of this Agreement that, to the best of its knowledge, neither it nor any of its personnel providing Services under this Agreement (a) has been convicted of any crime arising from claims or other transactions, financial relationships or financial dealings in connection with health care, or (b) has been excluded from any federal health care program or the health care program of any state. In the event that either Party is excluded from participation in any federally funded health care program during the term of this Agreement, this Agreement shall, as of the effective date of such exclusion, automatically terminate. Each Party agrees to immediately notify the other Party of any threatened, proposed, or actual sanctions by any federally-funded health care program against it or any of its staff performing Services under this Agreement.

**11.24. Nondiscrimination.** Neither Party shall illegally discriminate in performing the Services on the basis of race, color, national origin, religion, ancestry, gender, sexual orientation, marital status, age, disability, physical or mental disability, health status, medical diagnosis, insurance coverage, utilization of medical or mental health services or supplies, payor status, or on any other basis prohibited by applicable law.

IN WITNESS WHEREOF, the Parties have executed this Master Services Agreement, effective as of the Effective Date listed above.

**CITY OF PUEBLO, COLORADO,**

**a Colorado home rule municipal corporation**

By: _____

Heather Graham, Mayor

Date: _____

**ATTEST:**

By: _____

Clyde Bishop, City Clerk

**APPROVED AS TO FORM:**

By: _____

City Attorney

**SERVICE PROVIDER:**

**Health Solutions**

By: _____

Jason Chippeaux, CEO

Date: _____

**APPENDIX A**

**STATEMENT OF WORK: Crisis Intervention Co-Response Team**

AGENCY and SERVICE PROVIDER have entered into a Master Services Agreement (the **"Agreement"**), dated as of the Effective Date, relating to the provision of Crisis Intervention Co-Response by SERVICE PROVIDER. This Statement of Work (this **"SOW"**) is made pursuant to the terms and conditions of the Agreement. In the event of an explicit conflict or inconsistency between the Agreement and this SOW, this SOW will control. Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Agreement.

**1. Term.** The Term of this SOW shall be from the Effective Date until June 30, 2026 and shall automatically renew for successive one (1) year renewal terms unless terminated by either party as set forth below. Each renewal term shall be subject to: (a) annual appropriation by AGENCY of sufficient funds for the renewal term; (b) the continued availability of grant or other external funding supporting AGENCY's payment obligations hereunder; and (c) written agreement by the Parties on the SOW Fees applicable to such renewal term, executed before the renewal commences.

**2. Termination.** This SOW may be terminated as follows:

(a) by either Party without cause upon not less than 60 days prior written notice to the other Party; or

(b) in the event of a material breach by any Party upon not less than 10 days prior written notice by a non-breaching Party to the breaching Party, provided that this Agreement shall not be terminable if the breaching Party cures such breach to the reasonable satisfaction of the non-breaching Party during such 15-day notice period. If the breach is of a nature that cannot reasonably be cured within such 15-day notice period, the Agreement shall continue for a reasonable period of time thereafter if the breaching Party, upon receipt of notice of breach, immediately commences to cure such breach and pursues such cure to completion with due diligence. This Agreement shall immediately terminate upon written notice by a non-breaching Party at any time the breaching Party fails to pursue such cure with due diligence.

(c) by AGENCY immediately upon written notice to SERVICE PROVIDER if any grant, federal pass-through award, or other external funding supporting AGENCY's payment obligations under this SOW is suspended, terminated, reduced, withdrawn, or not renewed. In such event, AGENCY shall be liable only for Services rendered through the effective date of termination.

(d) by AGENCY immediately upon written notice to SERVICE PROVIDER if sufficient funds are not appropriated by the City Council of the City of Pueblo for any fiscal year. In such event, AGENCY shall be liable only for amounts due for Services rendered through the effective date of termination.

SERVICE PROVIDER will be entitled to payment for all undisputed outstanding invoices as of the date of early termination. In addition, SERVICE PROVIDER will also be entitled to receive payment for any work done during any early termination notice period.

**3. Scope of Project.** The scope of the project (the **"Project"**) consists of the following:

(a) SERVICE PROVIDER: SERVICE PROVIDER cannot and does not guarantee the availability of any CIT or Solutions Outreach Services (SOS) team at any given time or in response to any call from Agency. SERVICE PROVIDER shall use best efforts to provide the following: (**"Services"**)

(i) At least three clinicians with one working overnight shifts

(ii) One case manager

(iii) Clinical supervision for all clinical staff members

(iv) Auxiliary support via Health Solutions Crestone Recovery and Crisis Services

(v) CIT and SOS training support as requested by Agency

(vi) Co-Response to calls with potential behavioral health concerns.

(b) AGENCY: Agency will supply:

(i) Office space for clinicians

(ii) Training for clinicians improving skills in situation response

(iii) Data sharing related to the objectives of the program and Services, subject in all respects to the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations, the Business Associate Agreement at Schedule 1, the Colorado mental health records confidentiality statutes including without limitation C.R.S. § 27-65-121, the federal substance use disorder confidentiality regulations at 42 C.F.R. Part 2, and, with respect to any criminal justice information or records subject thereto, the FBI Criminal Justice Information Services Security Policy. The scope of any access by SERVICE PROVIDER personnel to AGENCY computer systems, including any system containing criminal justice information, shall be defined in writing and shall comply with all applicable CJIS background-check, training, and security requirements.

(iv) CIT training support as requested by Service Provider

(v) Co-Response to calls with potential behavioral health concerns.

**4. Project Staffing.** Each Party will provide appropriate employees as necessary to assist with the Project at its sole cost and expense.

**5. Project Fees and Expenses.** AGENCY shall reimburse SERVICE PROVIDER for all Services provided pursuant to this SOW (**"SOW Fees"**) as follows: $275,384. The SOW Fees and associated expenses shall be invoiced in accordance with the terms of the Agreement.

**6. Issue Management.** AGENCY agrees to provide all necessary information to, and cooperate fully with, SERVICE PROVIDER to facilitate the early identification and timely resolution of issues related to work contemplated by this SOW. When an issue cannot be resolved in a reasonable time to the mutual satisfaction of the Parties, they will agree on an appropriate mechanism and procedure for escalating and resolving the issue. To the extent an identified issue reasonably requires research or development of a recommendation by SERVICE PROVIDER's personnel, AGENCY will pay to SERVICE PROVIDER reasonable fees, using a commercially reasonable time and services payment method, for the time spent in research or development of a recommendation; provided, however, that in advance of such research or development: (a) SERVICE PROVIDER will provide to AGENCY a written explanation stating why such issue requires additional research or development, as well as the additional charges that will apply to the additional research or work; and (b) SERVICE PROVIDER will not undertake the additional research or development without AGENCY' prior written consent. This issue management process may also result in a change to this SOW pursuant to the Statement of Work Change Process described in the Agreement.

**7. AGENCY System Responsibilities.** In addition to Article 3.b. above, AGENCY is responsible for obtaining and maintaining all computer hardware, software, configurations, and communications necessary for the proper use of the deliverables.

**8. Miscellaneous.**

**Approvals of this SOW:**

**CITY OF PUEBLO, COLORADO,**

**a Colorado home rule municipal corporation**

By: _____

Heather Graham, Mayor

Date: _____

**ATTEST:**

By: _____

Clyde Bishop, City Clerk

**APPROVED AS TO FORM:**

By: _____

City Attorney

**SERVICE PROVIDER:**

By: _____

Jason Chippeaux, CEO

**APPENDIX B**

**Contract Provisions for Non-Federal Entity Contracts Under Federal Awards**

*(2 C.F.R. Part 200, Appendix II, as in effect on the Effective Date)*

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable. The provisions of this Appendix B apply to SERVICE PROVIDER and to any subcontractor of SERVICE PROVIDER performing work funded in whole or in part by a Federal award, including without limitation the Crisis Intervention Team Support funding under Colorado Department of Public Safety, Division of Criminal Justice Grant No. 2024-SC-25-866.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

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

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public

Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

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

(G) 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).

(H) 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 governmentwide 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.

(I) 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.

(J) Procurement of recovered materials. See 2 C.F.R. § 200.323.

(K) Prohibition on certain telecommunications and video surveillance services or equipment. See 2 C.F.R. § 200.216.

(L) Domestic preferences for procurements. See 2 C.F.R. § 200.322.

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**City Clerk's Office Item # R9**

**Background Paper for Proposed Ordinance**

**COUNCIL MEETING DATE:** July 27, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Clyde Bishop, City Clerk

FROM: Chris Noeller, Chief of Police

SUBJECT: AN ORDINANCE APPROVING AND ACCEPTING A GRANT AGREEMENT AND APPLICABLE CONDITIONS PERTAINING THERETO WITH THE STATE OF COLORADO DEPARTMENT OF LAW PEACE OFFICER STANDARDS AND TRAINING (POST), ESTABLISHING PROJECT NUMBER PS2606, BUDGETING AND APPROPRIATING FUNDS INTO PROJECT PS2606, AUTHORIZING THE MAYOR TO EXECUTE SAME

## SUMMARY:

This ordinance approves a grant agreement with the State of Colorado Department of Law Peace Officer Standards and Training (POST) beginning July 1, 2026, and ending June 30, 2027, and approves and accepts an initial grant award of $147,091.00 into Project PS2606.

## PREVIOUS COUNCIL ACTION:

City Council has approved ordinances accepting CMTR funds each year beginning in July 2017.

## BACKGROUND:

The State of Colorado Department of Law POST Grant Agreement provides funds to the forty (40) law enforcement agencies of the Central Mountain Training Region (“CMTR”) for the purpose of improving law enforcement technology and training and upgrading necessary equipment. The Pueblo Police Department will act as the fiscal agent for this grant. Decisions related to training, equipment, and technology will be made with the assistance of an advisory board.

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## FINANCIAL IMPLICATIONS:

This grant will require monitoring, auditing, and submission of financial documents which will impact the City with staffing costs. The grant does provide monies to offset those expenditures. The Police Department will realize infrastructure benefits as well. Improvements to the Department's shooting range facility and classroom spaces are allowable under this grant. One (1) sworn full-time Police Department employee has been selected to administer this program along with employees from the Finance Department. The City of Pueblo is responsible for administering the drawdown of the grant. The City will submit quarterly reports to Colorado POST documenting expenditures. When excess funds are available to the State, the Colorado Department of Law will award additional funds to CMTR before the end the fiscal year to purchase additional equipment or sponsor additional events. This ordinance allows for the receipt of additional funds in the future to Project PS2606.

Matching funds from the City are not required for this grant.

## BOARD/COMMISSION RECOMMENDATION:

Not Applicable.

## STAKEHOLDER PROCESS:

Central Mountain Training Region law enforcement leaders have met and support the Pueblo Police Department becoming the fiscal agent for this grant. The Police Department, acting as fiscal agent, will work with the CMTR advisory board to make decisions related to training, equipment, and infrastructure.

## ALTERNATIVES:

Decline this grant offer from Colorado POST.

## RECOMMENDATION:

Approval of the Ordinance.

## ATTACHMENTS:

1. Background POST Grant PS2606
2. Ordinance POST Grant PS2606
3. Executed_FY27_CMTR_Grant_Agreement

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ORDINANCE NO. 11237

AN ORDINANCE APPROVING AND ACCEPTING A GRANT AGREEMENT AND APPLICABLE CONDITIONS PERTAINING THERETO WITH THE STATE OF COLORADO DEPARTMENT OF LAW PEACE OFFICER STANDARDS AND TRAINING (POST), ESTABLISHING PROJECT NUMBER PS2606, BUDGETING AND APPROPRIATING FUNDS INTO PROJECT PS2606, AUTHORIZING THE MAYOR TO EXECUTE SAME

WHEREAS, the City Council of Pueblo has the authority on behalf of the City of Pueblo, including its Police Department, to accept grants from the state government for public and municipal purposes and to enter into agreements relating thereto; and

WHEREAS, the State of Colorado Department of Law Peace Officer Standards and Training (POST) has tendered a Grant Agreement and award (the "Agreement") in the amount of $147,091.00 for law enforcement training purposes for the Central Mountain Training Region upon conditions recited therein or incorporated therein by reference; and

WHEREAS, the State has made additional awards of funds in the past under previous grant agreements and the Police Department anticipates the award of additional funds in the future pursuant to this agreement if the same are made available by the State; and

WHEREAS, acceptance of the Agreement for the purposes for which it has been made is in the best interest of the City and will benefit the health, welfare and safety of the citizens of the City; NOW, THEREFORE,

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

SECTION 1.

The Grant Agreement between the City of Pueblo, a Municipal Corporation, and the State of Colorado Department of Law Peace Officer Standards and Training (POST) for the purpose of providing law enforcement training for the Central Mountain Training Region, a true copy of which is attached hereto, having been approved as to form by the City Attorney, is hereby approved and accepted in accordance with its terms and conditions

SECTION 2.

The Mayor is hereby authorized to execute the Grant Agreement in the name of and on behalf of the City. The City Clerk shall affix the Seal of the City to the Grant Agreement and attest the Mayor's signature.

SECTION 3.

The Police Department is empowered to apply for and accept additional grant awards pursuant to the Grant Agreement as those funds are made available by the State.

SECTION 4.

Project Number PS2606 is hereby established in the Public Safety Grants Fund. The grant award of One Hundred Forty-Seven Thousand Ninety-One and 00/100 Dollars ($147,091.00) for State Fiscal Year 2027 is hereby budgeted and appropriated into Project Number PS2606. All additional funds hereafter accepted under this Ordinance shall likewise be budgeted and appropriated into Project Number PS2606 by the Finance Department.

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SECTION 5.

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

SECTION 6.

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

**Action by City Council:**

Introduced and initial adoption of Ordinance by City Council on July 13, 2026.

Final adoption of Ordinance by City Council on July 27, 2026.

DocuSigned by:
Mark Cliff
B7A4F51823AB462...
President of City Council

**Action by the Mayor:**

☒ Approved on 07/30/2026.

☐ 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

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ATTEST

DocuSigned by:
Clyde Bishop
F1C1AF8727B149A...

City Clerk

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**Grant Award Letter**
**Intergovernmental Grant Agreement**

## Cover Page

**State Agency**
Department of Law, Peace Officer Standards and Training

**Grantee**
City of Pueblo

**Grant Amount**
State Fiscal Year 2027 $147,091
Total for all State Fiscal Years $147,091

**Agreement Number**
CTGG1-LAAA-GT272026000000000001

**Grant Issuance Date**
The later of the July 1, 2026 or the date the State Controller or an authorized delegate signs this Grant Letter

**Grant Expiration Date**
June 30, 2027

**Fund Expenditure End Date**
June 30, 2027

**Agreement Authority –**
Authority to enter into this Agreement exists in § 24-31-303(2)(b), C.R.S., § 24-31-310, C.R.S., and § 42-3-304(24), C.R.S.

**Grant Purpose**
The Grantee will facilitate training services as identified in Exhibit A (Statement of Work) and Exhibit B (Application and Budget).

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

1. Exhibit A, Statement of Work.
2. Exhibit B, Application and Budget.
3. Exhibit C, Sample Option Letter.

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

1. Colorado Special Provisions in §17 of the main body of this Agreement.

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2. The provisions of the other sections of the main body of this Agreement.
3. Exhibit A, Statement of Work.
4. Exhibit B, Application and Budget.
5. Exhibit C, Sample Option Letter.

Principal Representatives

For the State:
Erik Bourgerie
Department of Law, POST
1300 Broadway, 9th Floor
Denver, CO, 80203
erik.bourgerie@coag.gov

For Grantee:
Kayleigh McKenzie
City of Pueblo
200 S Main St, Pueblo
Pueblo, CO 81003
kmckenzie@pueblo.us

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## Signature Page

The Signatories Listed Below Authorize this Grant

STATE OF COLORADO

Jared S. Polis, Governor

Department of Law

Philip J. Weiser, Attorney General

DocuSigned by:
Tanja Wheeler
D6A26E180E5C46B...

By: Tanja Wheeler, Associate Chief Deputy Attorney General

Date: June 23, 2026

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

STATE CONTROLLER

Robert Jaros, CPA, MBA, JD

Department of Law

Philip J. Weiser, Attorney General

DocuSigned by:
Melissa Moynham
25D34D21D3184DB...

By: Melissa Moynham, Department of Law

State Controller Delegate

Date June 24, 2026

Version: 10/2025

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**1. Grant**

As of the Grant Issuance Date, the State Agency shown on the first page of this Grant Award Letter (the "State") hereby obligates and awards to Grantee shown on the first page of this Grant Award Letter (the "Grantee") an award of Grant Funds in the amounts shown on the first page of this Grant Award Letter. By accepting the Grant Funds provided under this Grant Award Letter, Grantee agrees to comply with the terms and conditions of this Grant Award Letter and requirements and provisions of all Exhibits to this Grant Award Letter.

**2. Term**

A. Initial Grant Term and Extension

The Parties' respective performances under this Grant Award Letter shall commence on the Grant Issuance Date and shall terminate on the Grant Expiration Date unless sooner terminated or further extended in accordance with the terms of this Grant Award Letter. Upon request of Grantee, the State may, in its sole discretion, extend the term of this Grant Award Letter by providing Grantee with an updated Grant Award Letter showing the new Grant Expiration Date. If the Work will be performed in multiple phases, the period of performance start and end date of each phase is detailed under the Project Schedule in Exhibit A.

B. Early Termination in the Public Interest

The State is entering into this Grant Award Letter to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Grant Award Letter ceases to further the public interest of the State or if State, Federal or other funds used for this Grant Award Letter are not appropriated, or otherwise become unavailable to fund this Grant Award Letter, the State, in its discretion, may terminate this Grant Award Letter in whole or in part by providing written notice to Grantee that includes, to the extent practicable, the public interest justification for the termination. If the State terminates this Grant Award Letter in the public interest, the State shall pay Grantee an amount equal to the percentage of the total reimbursement payable under this Grant Award Letter that corresponds to the percentage of Work satisfactorily completed, as determined by the State, less payments previously made. Additionally, the State, in its discretion, may reimburse Grantee for a portion of actual, out-of-pocket expenses not otherwise reimbursed under this Grant Award Letter that are incurred by Grantee and are directly attributable to the uncompleted portion of Grantee's obligations, provided that the sum of any and all reimbursements shall not exceed the maximum amount payable to Grantee hereunder. This

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subsection shall not apply to a termination of this Grant Award Letter by the State for breach by Grantee.

**3. Definitions**

The following terms shall be construed and interpreted as follows:

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

B. **"Breach of Agreement"** means the failure of a Party to perform any of its obligations in accordance with this Agreement, in whole or in part or in a timely or satisfactory manner. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Grantee, or the appointment of a receiver or similar officer for Grantee or any of its property, which is not vacated or fully stayed within 30 days after the institution of such proceeding, shall also constitute a breach. If Grantee is debarred or suspended under §24-109-105, C.R.S. at any time during the term of this Agreement, then such debarment or suspension shall constitute a breach.

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

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

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

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

G. **"Grant Award Letter"** means this letter which offers Grant Funds to Grantee, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future updates thereto.

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

I. **"Grant Expiration Date"** means the Grant Expiration Date shown on the first page of this Grant Award Letter.

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J. **"Grant Issuance Date"** means the Grant Issuance Date shown on the first page of this Grant Award Letter.

K. **"Exhibits"** exhibits and attachments included with this Grant as shown on the first page of this Grant

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

M. **"Goods"** means any movable material acquired, produced, or delivered by Grantee as set forth in this Grant Award Letter and shall include any movable material acquired, produced, or delivered by Grantee in connection with the Services.

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

O. **"Initial Term"** means the time period between the Grant Issuance Date and the Grant Expiration Date.

P. **"Party"** means the State or Grantee, and "Parties" means both the State and Grantee.

Q. **"PCI"** means payment card information including any data related to credit card holders' names, credit card numbers, or the other credit card information as may be protected by state or federal law.

R. **"PII"** means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. PII includes, but is not limited to, all information defined as personally identifiable information in §§24-72-501 and 24-73-101 C.R.S. "PII" shall also mean "personal identifying information" as set forth at § 24-74-102, et. seq., C.R.S.

S. **"Services"** means the services to be performed by Grantee as set forth in this Grant Award Letter, and shall include any services to be rendered by Grantee in connection with the Goods.

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

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to, PII, PCI, CJI, and State personnel records not subject to disclosure under CORA. State Confidential Information shall not include information or data concerning individuals that is not deemed confidential but nevertheless belongs to the State, which has been communicated, furnished, or disclosed by the State to Grantee which (i) is subject to disclosure pursuant to CORA; (ii) is already known to Grantee without restrictions at the time of its disclosure to Grantee; (iii) is or subsequently becomes publicly available without breach of any obligation owed by Grantee to the State; (iv) is disclosed to Grantee, without confidentiality obligations, by a third party who has the right to disclose such information; or (v) was independently developed without reliance on any State Confidential Information.

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

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

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

X. **"Subcontractor"** means third-parties, if any, engaged by Grantee to aid in performance of the Work. "Subcontractor" also includes sub-grantees.

Y. **"Work"** means the delivery of the Goods and performance of the Services described in this Grant Award Letter.

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

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

**4. Statement of Work**

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

**5. Payments to Grantee**

A. Maximum Amount

Payments to Grantee are limited to the unpaid, obligated balance of the Grant Funds. The State shall not pay Grantee any amount under this Grant that exceeds the Grant Amount for each State Fiscal Year shown on the first page of this Grant Award Letter. Financial obligations of the State payable after the current State Fiscal Year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available. The State shall not be liable to pay or reimburse Grantee for any Work performed or expense incurred before the Grant Issuance Date or after the Grant Expiration Date; provided, however, that Work performed and expenses incurred by Grantee before the Grant Issuance Date that are chargeable to an active Federal Award may be submitted for reimbursement as permitted by the terms of the Federal Award.

B. Reimbursement of Grantee Costs

Upon prior written approval, the State shall reimburse Grantee's allowable costs, not exceeding the maximum total amount described in this Grant Award Letter for all allowable costs described in this Grant Award Letter and shown in the Budget, except that Grantee may adjust the amounts between each line item of the Budget without formal modification to this Agreement as long as the Grantee provides notice to the State of the change, the change does not modify the total maximum amount of this Grant Award Letter or the maximum amount for any state fiscal year, and the change does not modify any requirements of the Work. The State shall only reimburse allowable costs if those costs are: **(i)** reasonable and necessary to accomplish the Work and for the Goods and Services provided; and **(ii)** equal to the actual net cost to Grantee (i.e. the price paid minus any items of value received by Grantee that reduce the cost actually incurred).

C. Close Out.

Grantee shall close out this Grant within 45 days after the Grant Expiration Date. To complete close out, Grantee shall submit to the State all deliverables (including documentation) as defined in this Grant Award Letter and Grantee's final reimbursement

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request or invoice. The State will withhold 5% of allowable costs until all final documentation has been submitted and accepted by the State as substantially complete.

**6. Reporting - Notification**

A. Performance and Final Status

Grantee shall submit all financial, performance and other reports to the State no later than the end of the close out described in **§5.E**, containing an evaluation and review of Grantee's performance and the final status of Grantee's obligations hereunder.

B. Violations Reporting

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

**7. Grantee Records**

A. Maintenance and Inspection

Grantee shall make, keep, and maintain, all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to this Grant for a period of three years following the completion of the close out of this Grant. Grantee shall permit the State to audit, inspect, examine, excerpt, copy and transcribe all such records during normal business hours at Grantee's office or place of business, unless the State determines that an audit or inspection is required without notice at a different time to protect the interests of the State.

B. Monitoring

The State will monitor Grantee's performance of its obligations under this Grant Award Letter using procedures as determined by the State. The State shall have the right, in its sole discretion, to change its monitoring procedures and requirements at any time during the term of this Agreement. The State shall monitor Grantee's performance in a manner that does not unduly interfere with Grantee's performance of the Work.

C. Final Audit Report

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Grantee shall promptly submit to the State a copy of any final audit report of an audit performed on Grantee's records that relates to or affects this Grant or the Work, whether the audit is conducted by Grantee or a third party.

**8. Confidential Information-State Records**

A. Confidentiality

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

B. Other Entity Access and Nondisclosure Agreements

Grantee may provide State Records to its agents, employees, assigns and Subcontractors as necessary to perform the Work, but shall restrict access to State Confidential Information to those agents, employees, assigns and Subcontractors who require access to perform their obligations under this Grant Award Letter. Grantee shall ensure all such agents, employees, assigns, and Subcontractors sign nondisclosure agreements with provisions at least as protective as those in this Grant, and that the nondisclosure agreements are in force at all times the agent, employee, assign or Subcontractor has access to any State Confidential

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Information. Grantee shall provide copies of those signed nondisclosure restrictions to the State upon request.

C. Use, Security, and Retention

Grantee shall use, hold and maintain State Confidential Information in compliance with any and all applicable laws and regulations in facilities located within the United States, and shall maintain a secure environment that ensures confidentiality of all State Confidential Information wherever located. Grantee shall provide the State with access, subject to Grantee's reasonable security requirements, for purposes of inspecting and monitoring access and use of State Confidential Information and evaluating security control effectiveness. Upon the expiration or termination of this Grant, Grantee shall return State Records provided to Grantee or destroy such State Records and certify to the State that it has done so, as directed by the State. If Grantee is prevented by law or regulation from returning or destroying State Confidential Information, Grantee warrants it will guarantee the confidentiality of, and cease to use, such State Confidential Information.

D. Incident Notice and Remediation

If Grantee becomes aware of any Incident, it shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. After an Incident, Grantee shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the State at no additional cost to the State.

E. Safeguarding PII

If Grantee or any of its Subcontractors will or may receive PII under this Agreement, Grantee shall provide for the security of such PII, in a manner and form acceptable to the State, including, without limitation, State non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Grantee shall be a "Third-Party Service Provider" as defined in §24-73-103(1)(i), C.R.S. and shall maintain security procedures and practices consistent with §§24-73-101 *et seq.*, C.R.S. In addition, as set forth in § 24-74-102, et. seq., C.R.S., Contractor, including, but not limited to, Contractor's employees, agents and Subcontractors, agrees not to share any PII with any third parties for the purpose of investigating for, participating in, cooperating with, or assisting with Federal immigration enforcement. If Contractor is given direct access to any

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State databases containing PII, Contractor shall execute, on behalf of itself and its employees, the certification attached hereto as Exhibit __ on an annual basis Contractor's duty and obligation to certify as set forth in Exhibit __ shall continue as long as Contractor has direct access to any State databases containing PII. If Contractor uses any Subcontractors to perform services requiring direct access to State databases containing PII, the Contractor shall require such Subcontractors to execute and deliver the certification to the State on an annual basis, so long as the Subcontractor has access to State databases containing PII.

**9. Conflict of Interest**

Grantee shall not engage in any business or activities, or maintain any relationships that conflict in any way with the full performance of the obligations of Grantee under this Grant. Grantee acknowledges that, with respect to this Grant, even the appearance of a conflict of interest shall be harmful to the State's interests and absent the State's prior written approval, Grantee shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Grantee's obligations under this Grant. If a conflict or the appearance of a conflict arises, or if Grantee is uncertain whether a conflict or the appearance of a conflict has arisen, Grantee shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Grantee acknowledges that all State employees are subject to the ethical principles described in §24-18-105, C.R.S. Grantee further acknowledges that State employees may be subject to the requirements of §24-18-105, C.R.S. with regard to this Grant.

**10. Insurance**

Grantee shall maintain at all times during the term of this Grant such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S. (the "GIA"). Grantee shall ensure that any Subcontractors maintain all insurance customary for the completion of the Work done by that Subcontractor and as required by the State or the GIA.

**11. Breach of Agreement**

In the event of a breach of agreement, the aggrieved party shall give written notice of breach of agreement to the other party. If the notified party does not cure the breach, at its sole expense, within 30 days after the delivery of written notice, the party may exercise any of the remedies as described in §12 for that party. Notwithstanding any provision of this agreement to the contrary, the state, in its discretion, need not provide notice or a cure period and may

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immediately terminate this agreement in whole or in part or institute any other remedy in this agreement in order to protect the public interest of the state; or if grantee is debarred or suspended under §24-109-105, C.R.S., the state, in its discretion, need not provide notice or cure period and may terminate this agreement in whole or in part or institute any other remedy in this agreement as of the date that the debarment or suspension takes effect.

**12. Remedies**

A. State's Remedies

In addition to any remedies available under any exhibit to this grant agreement, if grantee is in breach under any provision of this agreement and fails to cure such breach, the state, following the notice and cure period set forth in §11, shall have all of the remedies listed in this section in addition to all other remedies set forth in this agreement or at law. The state may exercise any or all of the remedies available to it, in its discretion, concurrently or consecutively.

i. Termination for Breach

In the event of grantee's uncured breach, the state may terminate this entire agreement or any part of this agreement. Additionally, if grantee fails to comply with any terms of the federal award, then the state may, in its discretion or at the direction of a federal awarding agency, terminate this entire agreement or any part of this agreement. Grantee shall continue performance of this agreement to the extent not terminated, if any.

The State may also terminate this grant agreement at any time if the State has determined, in its sole discretion, that Grantee has ceased performing the Work without intent to resume performance, prior to the completion of the Work.

a. Obligation and Rights

To the extent specified in any termination notice, Grantee shall not incur further obligations or render further performance past the effective date of such notice, and shall terminate outstanding orders and subcontracts with third parties. However, Grantee shall complete and deliver to the State all Work not cancelled by the termination notice, and may incur obligations as necessary to do so within this Agreement's terms. At the request of the State, Grantee shall assign to the State all of Grantee's rights, title, and interest in and to such terminated orders or subcontracts. Upon termination, Grantee

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shall take timely, reasonable and necessary action to protect and preserve property in the possession of Grantee but in which the State has an interest. At the State's request, Grantee shall return materials owned by the State in Grantee's possession at the time of any termination. Grantee shall deliver all completed Work Product and all Work Product that was in the process of completion to the State at the State's request.

b. Payments

Notwithstanding anything to the contrary, the State shall only pay Grantee for accepted Work received as of the date of termination. If, after termination by the State, the State agrees that Grantee was not in breach or that Grantee's action or inaction was excusable, such termination shall be treated as a termination in the public interest, and the rights and obligations of the Parties shall be as if this Agreement had been terminated in the public interest under **§2.B**.

c. Damages and Withholding

Notwithstanding any other remedial action by the State, Grantee shall remain liable to the State for any damages sustained by the State in connection with any breach by Grantee, and the State may withhold payment to Grantee for the purpose of mitigating the State's damages until such time as the exact amount of damages due to the State from Grantee is determined. The State may withhold any amount that may be due Grantee as the State deems necessary to protect the State against loss including, without limitation, loss as a result of outstanding liens and excess costs incurred by the State in procuring from third parties replacement Work as cover.

**II.** Remedies Not Involving Termination

The State, in its discretion, may exercise one or more of the following additional remedies:

a. Suspend Performance

Suspend Grantee's performance with respect to all or any portion of the Work pending corrective action as specified by the State without entitling Grantee to an adjustment in price or cost or an adjustment in the performance schedule. Grantee shall promptly cease performing Work and incurring costs

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in accordance with the State's directive, and the State shall not be liable for costs incurred by Grantee after the suspension of performance.

b. Withhold Payment

Withhold payment to Grantee until Grantee corrects its Work.

c. Deny Payment

Deny payment for Work not performed, or that due to Grantee's actions or inactions, cannot be performed or if they were performed are reasonably of no value to the state; provided, that any denial of payment shall be equal to the value of the obligations not performed.

d. Removal

Demand immediate removal of any of grantee's employees, agents, or subcontractors from the work whom the state deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable or whose continued relation to this Agreement is deemed by the state to be contrary to the public interest or the state's best interest.

e. Intellectual Property

If any work infringes, or if the state in its sole discretion determines that any work is likely to infringe, a patent, copyright, trademark, trade secret or other intellectual property right, grantee shall, as approved by the state (i) secure that right to use such work for the state and grantee; (ii) replace the work with non-infringing work or modify the work so that it becomes non-infringing; or, (iii) remove any infringing work and refund the amount paid for such work to the state.

f. Collection of Unallowable Costs (2 CFR 200.410)

Payments made for costs determined to be unallowable by either the awarding Federal agency, cognizant agency for indirect costs, or pass-through entity must be refunded with interest to the Federal Government. Unless directed by Federal statue or regulation, repayments must be made in accordance with the instructions provided by the Federal agency or pass-

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through entity that made the allowability determination. See §§ 200.300 through 200.309, and § 200.346.

B. Grantee's Remedies

If the State is in breach of any provision of this Agreement and does not cure such breach, Grantee, following the notice and cure period in §11 and the dispute resolution process in §13 shall have all remedies available at law and equity.

**13. Dispute Resolution**

Except as herein specifically provided otherwise or as, disputes concerning the performance of this Grant that cannot be resolved by the designated Party representatives shall be referred in writing to a senior departmental management staff member designated by the State and a senior manager or official designated by Grantee for resolution.

**14. Notices and Representatives**

Each Party shall identify an individual to be the principal representative of the designating Party and shall provide this information to the other Party. All notices required or permitted to be given under this Grant Award Letter shall be in writing, and shall be delivered either in hard copy or by email to the representative of the other Party. Either Party may change its principal representative or principal representative contact information by notice submitted in accordance with this **§13**.

**15. Rights in Work Product and Other Information**

Grantee hereby grants to the State a perpetual, irrevocable, non-exclusive, royalty free license, with the right to sublicense, to make, use, reproduce, distribute, perform, display, create derivatives of and otherwise exploit all intellectual property created by Grantee or any Subcontractors or Subgrantees and paid for with Grant Funds provided by the State pursuant to this Grant.

**16. Governmental Immunity**

Liability for claims for injuries to persons or property arising from the negligence of the Parties, their departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, *et seq*. C.R.S. No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied,

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of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

**17. General Provisions**

A. Assignment

Grantee's rights and obligations under this Grant are personal and may not be transferred or assigned without the prior, written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Grantee's rights and obligations approved by the State shall be subject to the provisions of this Grant Award Letter.

B. Captions and References

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

C. Entire Understanding

This Grant Award Letter represents the complete integration of all understandings between the Parties related to the Work, and all prior representations and understandings related to the Work, oral or written, are merged into this Grant Award Letter.

D. Modification

The State may modify the terms and conditions of this Grant by issuance of an updated Grant Award Letter, which shall be effective if Grantee accepts Grant Funds following receipt of the updated letter. The Parties may also agree to modification of the terms and conditions of the Grant in a formal amendment to this Grant, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules.

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

Any reference in this Grant Award Letter to a statute, regulation, State Fiscal Rule, fiscal policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Grant Issuance Date. Grantee shall strictly comply with all applicable Federal and State laws, rules, and regulations in effect or hereafter

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established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. Digital Signatures

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

G. Severability

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

H. Survival of Certain Grant Award Letter Terms

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

I. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described above, this Grant Award Letter does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Any services or benefits which third parties receive as a result of this Grant are incidental to the Grant, and do not create any rights for such third parties.

J. Waiver

A Party's failure or delay in exercising any right, power, or privilege under this Grant Award Letter, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

K. Accessibility

i. Grantee shall comply with the *Accessibility Standards for Individuals with a Disability*, as adopted by the Office of Information Technology pursuant to ¤24-85-103 C.R.S.

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ii. The State may require Grantee's compliance with the *Accessibility Standards for Individuals with a Disability* adopted by the Office of Information Technology pursuant to §24-85-103 C.R.S. is determined and tested by a qualified third party selected by the State. The State may ask the Grantee to review the selection of the third party. Grantee shall be responsible for all costs associated with the third-party vendor's assessment. If Grantee is not in compliance as determined by the third-party vendor, at the State's request and at the State's direction, Grantee shall promptly take all necessary actions to come into compliance using a State-approved vendor, at no additional cost to the State.

**18. Colorado Special Provisions (Colorado Fiscal Rule 3-3)**

A. Statutory Approval. §24-30-202(1) C.R.S.

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

B. Fund Availability. §24-30-202(5.5) C.R.S.

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

C. Governmental Immunity.

Liability for claims for injuries to persons or property arising from the negligence of the State, its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, et seq. C.R.S. No term or condition of this agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

D. Independent Contractor.

Grantee shall perform its duties hereunder as an independent contractor and not as an employee. Neither Grantee nor any agent or employee of Grantee shall be deemed to be an agent or employee of the State. Grantee shall not have authorization, express or implied, to bind the State to any Agreement, liability, or understanding, except as expressly set

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forth herein. Grantee and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Grantee or any of its agents or employees. Grantee shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Agreement. Grantee shall (a) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (b) provide proof thereof when requested by the State, and (c) be solely responsible for its acts and those of its employees and agents.

E. Compliance with Law.

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

F. Choice of Law, Jurisdiction, and Venue.

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

G. Prohibited Terms.

Any term included in this Agreement that requires the State to indemnify or hold Grantee harmless; requires the State to agree to binding arbitration; limits Grantee’s liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be void ab initio. Nothing in this Agreement shall be construed as a waiver of any provision of §24-106-109 C.R.S.

H. Software Piracy Prohibition.

State or other public funds payable under this Agreement shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Grantee hereby certifies and warrants that, during the term of this Agreement and any extensions, Grantee has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Grantee is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Agreement, including, without

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limitation, immediate termination of this Agreement and any remedy consistent with federal copyright laws or applicable licensing restrictions.

I. Employee financial Interest/Conflict of Interest. §§24-18-201 and 24-50-507 C.R.S.

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Agreement. Grantee has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Grantee's services and Grantee shall not employ any person having such known interests.

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# Exhibit A – Statement of Work

All terms not defined in this Exhibit A shall be the meaning given in the main body of the Grant Agreement.

## 1. Project Description

**1.1 Work**. Grantee has submitted a Grant Application (Exhibit B) to POST detailing the Work to be performed by Grantee throughout the term of this Grant. Grantee agrees to complete the Work identified in Exhibit B by the Grant termination date specified in §2(A) of the Grant Agreement.

## 2. Personnel

**2.1 Replacement.** Grantee shall immediately notify POST if the Responsible Administrator specified in §2.2 ceases to serve. Provided there is a good-faith reason for the change, if Grantee wishes to replace its key personnel, it shall notify POST and seek its approval, which shall be at POST's sole discretion as the State issued this Grant in part reliance on Grantee's representation regarding key personnel. Such notice shall specify why the change is necessary, who the proposed replacement is, what their qualifications are, and when the change will take effect. Anytime key personnel cease to serve, the State, in its sole discretion may direct Grantee to suspend work on the Project until such time as their replacement is approved.

**2.2 Responsible Administrator.** Grantee's performance hereunder shall be under the direct supervision of *Jeff Furney* an employee or agent of the Grantee, who is hereby designated as the responsible administrator of this Project.

## 3. Budget

**3.1 Budget.** The maximum amount payable under this Grant to Grantee by the State is *$147,091*.

**3.2 Budget Flexibility**. Grantee may adjust individual budget line item expenditure amounts within an individual training course without approval of POST, provided that, there is no increase to the administrative line items, and the cumulative budgetary line item changes do not exceed ten percent (10%) of the total budgeted amount of the line item. All other budgetary modifications shall require POST approval in accordance with the Modification subsection of the General Provisions

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of this Grant. The request must be approved by POST before deviating from the current approved budget and scope of work. Requests that are not pre-approved may not be reimbursable.

## 4. Payment

**4.1 Payment.** Grantee shall submit a request for reimbursement at a minimum on a calendar quarter basis. *All invoices must be submitted within 60 days of the training or purchase date and no later than June 30 to be eligible for payment.* All requests shall be for eligible expenses, as described in detail in Exhibit B. Requests shall be made using the Grant Management System and be accompanied by *supporting documentation equal to 100% of the reimbursement request, a POST-approved Student Attendance Roster or Certificate of Completion, and a completed reimbursement form.*

**4.2 Final Payment.** The final grant payment request must be requested no later than June 30 and shall include only actual expenses incurred prior to June 30. Payment for training can only be approved for actual services received or performed and completed by June 30. Equipment purchases must be made, and the receipt of the equipment must be completed by June 30 to be eligible for payment.

**4.3 Electronic Fund Transfer.** Payments will be remitted by electronic fund transfer.

## 5. Administrative Requirements

**5.1 Accounting.** Grantee must maintain properly segregated accounts of POST grant funds and other funds associated with the Work and make those records available to the State upon request. Grantee must have a system that classifies all revenues and expenditures by funding source. The accounting system must have an adequate method of internal controls to safeguard the funds. Expenditures must be tracked and reconciled with the general ledger.

**5.2 Procurement**. The grantee agrees to have procurement procedures and will document its procurement procedures and maintain the documentation in the grant records when applicable.

**5.3 Grant Guidelines**. The grantee agrees to develop, implement, and maintain written grant procedures or guidelines that, at a minimum identify how to access training and scholarship funds through the Region, what the Region's allowable costs are, and any applicable rules to be followed by a Region member organization.

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**5.4 Region Board and By-laws**. The grantee agrees to develop, implement, and maintain a Region Board representative of the Region that, at a minimum, recommends how annual POST funds will be applied for and distributed throughout the Region. The Region Board shall develop, implement, and maintain written by-laws describing the role and responsibilities of the board.

**5.5 Allowable Program Costs**. Expenditures shall be in accordance with the approved budget detailed in Exhibit B and Sections 5-9 of the POST Law Enforcement Training Grant Program Guidelines.

**5.6 Class Announcement/Enrollment Management/Class Cancellation or Postponement**. Grantee agrees to notify POST at least 60 days in advance of the class date. Enrollment will only be available to officers in that training region until 30 days before the class start date. At that time, officers from other training regions may register for the class. Enrollment will close 15 days prior to start date of the class. Enrollment past the close date can occur at the discretion of each training region. The Grantee agrees to limit enrollment for training, including the host agency, to four (4) seats, or 20% of the class size (whichever is greater) for each agency within the Region, until 15 days prior to the start of training. The exception to this is when a course is held at a venue that can accommodate a large number of attendees (such as virtual training) or there are plenty of open seats. POST recommends regions/agencies consider cancelling or postponing classes if they have less than 50% enrollment fifteen (15) days prior to start of the class. Decisions to postpone or cancel a class are at the sole discretion of the region board or agency.

**5.7 Audits.** Grantee is required to submit to DOL any audit performed for any fiscal year covering a portion of the term of this Grant or any other grants/contracts with DOL. Such audits include but are not limited to a financial-statement audit or single audit in accordance with the Office of Management and Budget's (OMB) A-133 is required when non-federal entities expend $500,000 or more in federal awards in the entity's fiscal year. Grantee shall insure that audits required are performed and submitted to POST within 6 months of Grantee's fiscal year-end. The final audit report shall be sent to:

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*Department of Law*
*Criminal Justice Section, POST*
*Grant Manager Kimberly Hernandez*
*1300 Broadway, 9th Floor*
*Denver, CO 80203*

**5.8 Reporting.** Grantee shall submit the reports as outlined on the POST website (Grants > Regional Program > Reporting), and any other reports requested by POST using the State-provided reporting forms by their due date. A report must be submitted for every calendar quarter, including partial calendar quarters, as well as for periods where no grant activity occurs. Future awards and fund drawdowns may be withheld if these reports are delinquent.

**5.9 Reporting of Unexpended Funds**. Grantee shall inform POST in writing, no later than *March 31, 2027* of the status of any potential unexpended balance (cost savings). Grantees failure to notify POST of any unexpended balance may result in the reduction or termination of future awards.

**5.10 Monitoring**. The State shall monitor this Grant through review of submitted reports and other documents as necessary or may also conduct on-site monitoring of the Grantee to determine whether performance goals, administrative standards, financial management and other requirements of the Grant have been met.

**5.11 Mandatory Attendance**. Grantee attendance at webinars and trainings conducted by POST to enhance the administration of the Grant program is required. Grantee will be notified of all such trainings at least 30 days in advance and shall be reimbursed by POST for per diem and lodging.

**5.12 POST Acknowledgement**. Grantees are encouraged to make the results and accomplishments of their project activities available to the public. All materials published or resulting from award activities, including videos must contain an acknowledgement of POST support.

**5.13 Publications.** The grant recipient agrees that any publications, whether written, visual or audio, but excluding press releases, newsletters and issue analysis, issued by the grantee describing training funded in whole or part shall contain the following statement: “This training was supported by a grant from the

Docusign Envelope ID: 90CD207E-C310-857A-804D-CD2F9B4F0E38

State of Colorado Office of Peace Officer Standards and Training."

**5. 14 Curriculum and Instructor Review**. Training courses (except for out of state training) and instructors funded by the POST Region Grant Program must be reviewed by POST and assigned a course number prior to the course start date. POST is not liable to reimburse the Grantee for classes that have not been reviewed or assigned a course code number prior to the training. Instructor programs require POST-Board Subject Matter Expert (SME) Committee approval.

**5. 15 Eligible Training Recipients.** POST training region funds are for peace officers who are current employees of law enforcement agencies within the State of Colorado. Civilian employees, civilian employees of law enforcement agencies, federal employees or military personnel may enroll in these courses only if there are extra spaces available and no peace officers are displaced or wait listed. Civilian, federal and military personnel may not be provided POST funds for scholarships, nor may funds be used to provide refreshments or class supplies. If personnel attending classes are not peace officers the Training Region is responsible to identify those names on the attendance roster prior to submitting the roster to POST. Grantees may not include civilian, military or military personnel in their reporting numbers to POST or include them in the number of students attending in the grant management database.

**5. 16 Ineligible Training Recipients.** Law enforcement agencies who are suspended from receiving or attending any POST funded training may not benefit from POST-funded classes. The suspension remains in affect until *December 31, 2026***.** The Training Region is responsible to ensure officers from these agencies are not the recipients of POST-funded training. POST is not liable to reimburse the Grantee for personnel attending classes from law enforcement agencies who are suspended from receiving or attending POST-funded training. The following law enforcement agencies are suspended from receiving or attending any POST-funded training until *December 31, 2026*:

---

*Southeast Training Region*
*Huerfano County Sheriff's Office*

---

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**5. 17 Equipment Report**. If your grant purchased equipment a POST-Inventory Equipment Report must be submitted by June 30 each year. Equipment records must be retained for seven (7) years from the date the report is submitted to POST. If any litigation, claim or audit is started before the expiration of the seven-year period, the records shall be retained until the litigation, claims, or audit findings involving records have been resolved.

**5. 18 Retention of Records.** All grant records must be retained for three (3) years after the end of the state fiscal year that includes the end date of the grant. For example, if the grant ended 6/30/2018, the state fiscal year would be July 1, 2017 to June 30, 2018. The files could be destroyed after June 30, 2021. If an audit is in progress and/or the findings of a completed audit have not been resolved satisfactorily, then records must be retained beyond the three-year period until such issues are resolved.

**5. 19 Grant Records.** Grant records include all financial records, supporting documentation, statistical records, and all other records pertinent to the grant. These include books of original entry, source documents supporting accounting transactions, the general ledger, subsidiary ledgers, personnel and payroll records, consultant/volunteer time and activity reports, canceled checks, related documents and records.

**5.20 Conflict of Interest**. In addition to any other applicable laws, the provisions of this section shall apply to all POST grant agreements. The following individuals shall not solicit or accept, directly or indirectly, any personal benefit or promise of a benefit from the grant recipient or a person negotiating, doing business with, or planning, within the individual's knowledge, to negotiate or do business with the contracting agency:

*A member, or any other person or entity under contract with any governmental body that exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the project, including but not limited to any employee of the contracting agency or any person serving as the monitor of a personal services contract or a member of the immediate family of any individual described above.*

No individual described in paragraph two (2) of this subsection shall use his or her position, influence, or information concerning such negotiations, business, or plans

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to benefit him or herself or another.

A grant recipient shall agree that at the time of contracting the grant recipient has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of the grant recipient's services. The grant recipient shall further covenant that, in the performance of the contract, the grant recipient shall not employ persons having any such known interests.

**5.21 Insurance.** Grantee shall obtain and maintain insurance as specified in the grant agreement at all times during the term of the award.

**5.22 Revision to Guidelines**. In response to new state regulations, or to changing circumstances among law enforcement training community or to resources available to peace officers, it may, from time to time, be necessary to change the POST Grant Program Guidelines. Changes impacting grant recipients will be communicated to Regional grantees in order to seek input prior to implementation.

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Colorado Peace Officer Standards and Training

# Exhibit B

## Overall Summary

| | Requested | Approved |
|---|---|---|
| Training | $104,840.00 | $104,840.00 |
| Equipment | $6,000.00 | $6,000.00 |
| Scholarships | $23,853.00 | $17,065.00 |
| Grant Management | $6,395.00 | $6,395.00 |
| Program Delivery | $12,791.00 | $12,791.00 |
| Grand Total | $153,879.00 | $147,091.00 |

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# Exhibit C, Sample Option Letter

**State Agency**

[Insert Department's or IHE's Full Legal Name]

**Grantee**

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

**Grantee UEI**

[Insert Grantee UEI]

**Current Agreement Maximum Amount**

**Initial Term**

State Fiscal Year [20XX] [$0.00]

**Extension Terms**

State Fiscal Year [20XX] [$0.00]

State Fiscal Year [20XX] [$0.00]

State Fiscal Year [20XX] [$0.00]

State Fiscal Year [20XX] [$0.00]

Total for All State Fiscal Years [$0.00]

**Option Letter Number**

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

**Original Agreement Number**

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

**Option Agreement Number**

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

**Agreement Performance Beginning Date**

[Month Day, Year]

**Current Agreement Expiration Date**

[Month Day, Year]

**Options:**

A. Option to extend for an Extension Term
B. Option to change the quantity of Goods under the Agreement
C. Option to change the quantity of Services under the Agreement
D. Option to modify Agreement rates
E. Option to initiate next phase of the Agreement

Required Provisions:

1. For use with Option 1(A): In accordance with Section(s) [Number] of the Original Agreement referenced above, the State hereby exercises its option for an additional term, beginning [Insert start date] and ending on the current Agreement expiration date shown above, at the rates stated in the Original Agreement, as amended.

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2. For use with Options 1(B and C): In accordance with Section(s) [Enter Section(s) number] of the Original Agreement referenced above, the State hereby exercises its option to [Increase/Decrease] the quantity of the [Goods/Services or both] at the rates stated in the Original Agreement, as amended.
3. For use with Option 1(D): In accordance with Section(s) [Enter Section(s) number] of the Original Agreement referenced above, the State hereby exercises its option to modify the Agreement rates specified in [Enter Exhibit/Section] [Enter Number/Letter]. The Agreement rates attached to this Option Letter replace the rates in the Original Agreement as of the Option Effective Date of this Option Letter.
4. For use with Option 1(E): In accordance with Section(s) [Enter Section(s) number] of the Original Agreement referenced above, the State hereby exercises its option to initiate Phase [indicate which Phase: 2, 3, 4, etc.], which shall begin on [Insert start date] and end on [Insert ending date] at the cost/price specified in Section [Enter Section(s) number].
5. For use with all Options that modify the Agreement Maximum Amount: The Agreement Maximum Amount table on the Agreement's Signature and Cover Page is hereby deleted and replaced with the Current Agreement Maximum Amount table shown above.

**Option Effective Date:**

The effective date of this Option Letter is upon approval of the State Controller or [Enter date], whichever is later.

STATE OF COLORADO

Jared S. Polis, Governor

[INSERT-Name of Agency or IHE]

[INSERT-Name & Title of Head of Agency or IHE]

_____

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

Date: _____

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

STATE CONTROLLER

Robert Jaros, CPA, MBA, JD

By:_____

[Name of Agency or IHE Delegate-Please delete if Agreement will be routed to OSC for approval]

Option Effective Date:_____

Docusign Envelope ID: 62CECE20-9011-8987-81BB-9AC28C282C20

**City Clerk's Office Item # R10**

**Background Paper for Proposed Ordinance**

**COUNCIL MEETING DATE:** July 27, 2026

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Clyde Bishop, City Clerk

FROM: Andrew Hayes, Public Works Director

SUBJECT: AN ORDINANCE APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE STATE OF COLORADO, ACTING BY AND THROUGH THE COLORADO DEPARTMENT OF TRANSPORTATION, PROJECT: SHO M086-106 (27194) PRAIRIE AND ST CLAIR IMPROVEMENTS, ACCEPTING A GRANT IN THE AMOUNT OF $621,000, ESTABLISHING PROJECT ACCOUNT CI2616, CDOT GRANT PRAIRIE & ST CLAIR, TRANSFERRING $69,000 FROM PROJECT ACCOUNT HUAN01, STREET RESURFACING PROJECT TO PROJECT ACCOUNT CI2616, CDOT GRANT PRAIRIE & ST CLAIR PROJECT, BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF $690,000, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

## SUMMARY:

This Ordinance approves an Intergovernmental Agreement (“IGA”) between Pueblo, a Colorado Municipal Corporation (“City”) and the State of Colorado, Colorado Department of Transportation (“CDOT”) accepting a grant in the amount of $621,000.00, creates Project Account CI2616 for CDOT Grant Prairie & St Clair Project, transfers $69,000.00 for the required 10% match from Project Account HUAN01, and budgets and appropriates funds totaling $690,000.00 for the Project.

## PREVIOUS COUNCIL ACTION:

Resolution 15519, dated February 26, 2024, awarded an Agreement for Professional Engineering Services in the amount of $142,250.00 to Olsson, Inc., for Project 23-146, Design for Intersection of Prairie and St. Clair.

Resolution 15613, dated April 22, 2024, rescinded an Agreement for Professional Engineering Services with Olsson, Inc., awarded an Agreement for Professional Engineering Services with JR Engineering, Inc., in the amount of $145,890.00 for

Docusign Envelope ID: 62CECE20-9011-8987-81BB-9AC28C282C20

Project No. 23-146, Design for Intersection of Prairie and St. Clair.

**BACKGROUND:**

This Ordinance accepts the Highway Safety Improvements Program (SHO) grant award for Prairie and St Clair Intersection Improvements.

The City submitted a grant to CDOT for the Prairie and St Clair Intersection Improvements Project. Although Prairie Avenue and St. Clair Avenue is a signalized intersection, the City identified this intersection as needing improvements due to the abnormally high number of broadside and rear end vehicle crashes.

Prairie Avenue is a four-lane major arterial and St Clair functions as a minor arterial (although it is built like a 2-lane collector). The intersection of Prairie and St. Clair has been on the City's Capital Improvement Plan since at least 2017, though it has never been funded.

The Department of Public Works has reviewed and is familiar with the grant application, award, and associated draft agreement, and to the best of our knowledge and belief, the City has the present ability to comply with all monetary expenditures, special conditions, certifications and assurances therein contained.

**FINANCIAL IMPLICATIONS:**

The matching funds in the amount of $69,000.00 will be transferred from Project Account HUAN01, Street Resurfacing to Project Account CI2616, CDOT Grant Prairie & St Clair.

Funds in the amount of $690,000.00 shall be budgeted and appropriated for Project Account CI2616.

**BOARD/COMMISSION RECOMMENDATION:**

None.

**STAKEHOLDER PROCESS:**

None.

**ALTERNATIVES:**

Currently, there are no alternatives for completing the improvements without the funding from the Highway Safety Improvement Program funds.

**RECOMMENDATION:**

Approve the Ordinance.

**ATTACHMENTS:**

1. Complete Draft OLA Pueblo (27194) 331003862 June 26, 2026

Docusign Envelope ID: 62CECE20-9011-8987-81BB-9AC28C282C20

ORDINANCE NO. 11238

AN ORDINANCE APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE STATE OF COLORADO, ACTING BY AND THROUGH THE COLORADO DEPARTMENT OF TRANSPORTATION, PROJECT: SHO M086-106 (27194) PRAIRIE AND ST CLAIR IMPROVEMENTS, ACCEPTING A GRANT IN THE AMOUNT OF $621,000, ESTABLISHING PROJECT ACCOUNT CI2616, CDOT GRANT PRAIRIE & ST CLAIR, TRANSFERRING $69,000 FROM PROJECT ACCOUNT HUAN01, STREET RESURFACING PROJECT TO PROJECT ACCOUNT CI2616, CDOT GRANT PRAIRIE & ST CLAIR PROJECT, BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF $690,000, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

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

SECTION 1.

Project Account CI2616, CDOT Grant Prairie & St Clair Project, is hereby established.

SECTION 2.

The Intergovernmental Agreement (“IGA”) between the City of Pueblo ("City"), a Colorado Municipal Corporation, and the State of Colorado, acting with and through the Colorado Department of Transportation ("CDOT"), Project: SHO M086-106 (27194), Prairie and St Clair Intersection, a copy of which is attached hereto, having been approved as to form by the City Attorney, is hereby approved.

SECTION 3.

Funds in the amount of $69,000.00 are hereby transferred from Project Account HUAN01, Street Resurfacing to Project Account CI2616, CDOT Grant Prairie & St Clair Project, and budgeted and appropriated for the CDOT Grant Prairie & St Clair Project Account, CI2616.

SECTION 4.

Subject to encumbrances by the Colorado State Department of Transportation, funds in the amount of $621,000.00 are hereby budgeted and appropriated for the Prairie & St Clair Intersection Imp into Project Account CI2616.

SECTION 5.

The Mayor is authorized to execute and deliver the IGA in the name of the City of Pueblo and the City Clerk is directed to affix the seal of the City thereto and attest same.

SECTION 6.

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

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SECTION 7.

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

**Action by City Council:**

Introduced and initial adoption of Ordinance by City Council on July 13, 2026.

Final adoption of Ordinance by City Council on July 27, 2026.

DocuSigned by:
Mark Aliff
B7A4F51823AB402...
President of City Council

**Action by the Mayor:**

☒ Approved on 07/29/2026.

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

Signed by:
Heather Graham
3A65950B7BCA462...
Mayor

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

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

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

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

_____
President of City Council

ATTEST

DocuSigned by:
Clyde Bishop
F1C1AF8727B149A...
City Clerk

# State of Colorado Intergovernmental Agreement
## Cover Page

**State Agency**
Department of Transportation

**Local Agency**
City of Pueblo

**Agreement Routing Number**
26-HA2-XC-00140

**Agreement Effective Date**
The later of the Effective Date or
May 27, 2026

**Agreement Expiration Date**
May 26, 2036

**Agreement Maximum Amount**
$690,000.00

**Project #**
SHO M086-106 (27194)

**Region #**
2

**Agreement Writer**
Clayton McClellan

**Agreement Description**
Prairie & St Clair Imp

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

1. **Exhibit A**, Scope of Work
2. **Exhibit B**, Sample Option Letter
3. **Exhibit C**, Funding Provisions (Budget)
4. **Exhibit D**, Local Agency Resolution
5. **Exhibit E**, Local Agency Agreement Administration Checklist
6. **Exhibit F**, Certification for Federal-Aid Agreements
7. **Exhibit G**, Disadvantaged Business Enterprise
8. **Exhibit H**, Local Agency Procedures for Consultant Services
9. **Exhibit I**, Federal-Aid Agreement Provisions for Construction Agreements
10. **Exhibit J**, Additional Federal Requirements
11. **Exhibit K**, Sample Subrecipient Monitoring and Risk Assessment Form
12. **Exhibit L**, 2 C.F.R. Part 200
13. **Exhibit M**, Federal Treasury Provisions- Reserved

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

1. The provisions of the other sections of the main body of this Agreement.
2. **Exhibit A**, Scope of Work
3. **Exhibit M**, Federal Treasury Provisions-Reserved.
4. **Exhibit F**, Certification for Federal-Aid Contracts.
5. **Exhibit G**, Disadvantaged Business Enterprise.
6. **Exhibit I**, Federal-Aid Contract Provisions for Construction Contracts.
7. **Exhibit J**, Additional Federal Requirements.

8. **Exhibit K**, Sample Sub-Recipient Monitoring and Risk Assessment Form.
9. **Exhibit L**, 2 C.F.R. Part 200.
10. **Exhibit C**, Funding Provisions.
11. **Exhibit H**, Local Agency Procedures for Consultant Services.
12. **Exhibit B**, Sample Option Letter.
13. **Exhibit E**, Local Agency Contract Administration Checklist
14. **Exhibit D**, Local Agency Resolution
15. Other exhibits in descending order of their attachment**.**

## Principal Representatives

**For the State:**
Matthew Pettit, Local Agency Coordinator
CDOT, Region 2
5615 Wills Blvd.
Pueblo, CO 81008
Matthew.pettit@state.co.us
719-248-0378

**For Local Agency:**
Kelly Grisham, Project Coordinator
City of Pueblo
211 East D Street
Pueblo, CO 81003
kgrisham@pueblo.us
719-553-2254

# Signature Page

THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

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

**Local Agency**
City of Pueblo

By: Heather Graham, Mayor

Date: _____

**State of Colorado**
Jared S. Polis, Governor
Department of Transportation
Shoshana M. Lew, Executive Director

By: Keith Stefanik, P.E., Chief Engineer

Date: _____

**Local Agency**
City of Pueblo

*ATTEST*
By: Clyde Bishop, City Clerk
Date:_____

**Legal Review**
Philip J. Weiser, Attorney General

By: Assistant Attorney General

Date: _____

**State Controller**
Robert Jaros, CPA, MBA, JD

By: Colorado Department of Transportation

Effective Date: _____

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

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# Agreement Provisions

## 1. PARTIES

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

## 2. TERM AND AGREEMENT EFFECTIVE DATE

A. Agreement Effective Date

This Agreement shall not be valid or enforceable until the Agreement Effective Date (as defined in **§5**), and Agreement Funds shall be expended within the dates shown in **Exhibit C** for each respective phase (Phase Performance Period(s). The State shall not be bound by any provision of this Agreement before the Agreement Effective Date, and shall have no obligation to pay Local Agency for any Work performed or expense incurred before 1) the Agreement Effective Date of this original Agreement; except as described below in **§7.D** of this Agreement; 2) before the Encumbering Document for the respective phase and the official Notice to Proceed for the respective phase; or 3) after the Final Phase Performance End Date, as shown in **Exhibit C**. Additionally, the State shall have no obligation to pay Local Agency for any Work performed or expense incurred (i) after the Agreement Expiration Date, (ii) after the required billing deadline specified below in **§7.B.i.e**.of this Agreement, (iii) or the expiration of "Special Funding" if applicable, whichever is sooner. If any of the funding has milestones that must be met by a certain date or an expiration date of the funds, then the State's obligation to pay those funds ends if milestones are not timely met or on the expiration of those funds and no payments will be made after that date. Otherwise, Agreement Funds will continue until the Agreement Expiration Date. Funds with milestone deadlines and/or an expiration date are shown on **Exhibit A**.

B. Initial Term and Extension

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

## 3. AUTHORITY

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

A. Federal Authority

Pursuant to Title I, Subtitle A, of the Infrastructure Investment and Jobs Act (IIJA), and to applicable provisions of Title 23 (Highways) of the United States Code (U.S.C.) and implementing regulations at Title 23 (Highways) of the Code of Federal Regulations (C.F.R.), as may be amended, (collectively referred to hereinafter as the Federal Provisions), certain Federal funds have been and are expected to continue to be allocated for transportation projects requested by Local Agency and eligible under the Surface Transportation Improvement Program that has been proposed by the State and approved by the Federal Highway Administration (FHWA), pursuant to Title 49 U.S.C. (Transportation) Chapter 53 (Public Transportation) and Title 23, U.S.C., as amended by the IIJA, the Fixing America's Surface Transportation Act (FAST), or other Federal laws that Federal Transit Administration (FTA) administers.

B. State Authority

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

## 4. PURPOSE

The purpose of this Agreement is to disburse Federal and State funds if applicable to the Local Agency pursuant to CDOT's Stewardship Agreement with the FHWA, and pursuant to agreement with the U.S. Department of the Treasury (USDT) and/or FTA as shown in **Exhibit C**.

## 5. DEFINITIONS

The following terms shall be construed and interpreted as follows:

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

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

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

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

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

F. "**Breach of Agreement**" means the failure of a Party to perform any of its obligations in accordance with this Agreement, in whole or in part or in a timely or satisfactory manner. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Local Agency, or the appointment of a receiver or similar officer for Local Agency or any of its property, which is not vacated or fully stayed within 30 days after the institution of such proceeding, shall also constitute a breach. If Local Agency or any Contractor or Consultant is debarred or suspended under C.R.S. §24-109-105, at any time during their performance under this Agreement, then such debarment or suspension shall constitute a breach.

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

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

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

J. "**Contract**" means this Agreement, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future modifications thereto. Contract and Agreement are used interchangeably.

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

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

M. "**Encumbering Document"** means a document that authorizes a formal obligation of funds, typically done through an "Option Letter" as set forth in **§7.E**.

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

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

i. **Exhibit A**, Scope of Work.
ii. **Exhibit B**, Sample Option Letter.
iii. **Exhibit C**, Funding Provisions
iv. **Exhibit D**, Local Agency Resolution
v. **Exhibit E**, Local Agency Contract Administration Checklist
vi. **Exhibit F**, Certification for Federal-Aid Contracts
vii. **Exhibit G**, Disadvantaged Business Enterprise
viii. **Exhibit H**, Local Agency Procedures for Consultant Services
ix. **Exhibit I**, Federal-Aid Contract Provisions for Construction Contracts
x. **Exhibit J**, Additional Federal Requirements

xi. **Exhibit L**, Sample Sub-Recipient Monitoring and Risk Assessment Form

xii. **Exhibit M**, 2 C.F.R. Part 200

xiii. **Exhibit N**, Federal Treasury Provisions (Reserved)

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

Q. "**Federal Awarding Agency**" means a Federal agency providing a Federal Award to a Recipient.

R. "**FHWA**" means the Federal Highway Administration, which is one of the 10 Operating Administrations under the Office of the Secretary of Transportation at the U.S. Department of Transportation. FHWA provides stewardship over the construction, maintenance and preservation of the Nation's highways and tunnels. FHWA is the Federal Awarding Agency for the Federal Award which may be the subject of this Agreement.

S. **"Force Account Construction"** means a method of payment where the Local Agency is reimbursed for the actual costs of labor, materials, and equipment, plus a predetermined percentage for overhead and profit.

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

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

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

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

X. "**Local Agency Manual"** means a manual to assist Local Agency personnel involved in the design, construction and management of State and Federally funded projects. It is available on CDOT's website or can be provided to Local Agency upon request.

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

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

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

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

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

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

EE. "**Recipient**" means the Colorado Department of Transportation (CDOT).

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

GG. "**Special Funding**" means an award by Federal agency or the State which may include but is not limited to one (1) or a combination of Congressional Earmark, Multimodal Transportation & Mitigation Options Funding, Revitalizing Main Streets, Safer Main Streets and/or any other applicable funds.

HH. "**State Confidential Information**" shall include, but is not limited to, PII and State personnel records not subject to disclosure under CORA. State Confidential Information shall not include information or data concerning individuals that is not deemed confidential but nevertheless belongs to the State, which has been communicated, furnished, or disclosed by the State to Contractor which (i) is subject to disclosure pursuant to CORA; (ii) is already known to Contractor without restrictions at the time of its disclosure to Contractor; (iii) is or subsequently becomes publicly available without breach of any obligation owed by Contractor to the State; (iv) is disclosed to Contractor, without confidentiality obligations, by a third party who has the right to disclose such information; or (v) was independently developed without reliance on any State Confidential Information.

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

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

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

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

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

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

NN. "**Uniform Guidance**" means Title 2 (Federal Financial Assistance) C.F.R Chapter 200 (Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards) in its entirety.

OO. "**USDT**" means the United States Department of the Treasury which is the national treasury and finance department of the Federal government of the United States where it serves as an executive department and is the Federal Awarding Agency for the Federal Award which may be the subject of this Agreement.

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

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

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

## 6. SCOPE OF WORK

Local Agency shall complete the Work as described in and in accordance with the provisions of this Agreement, the provisions of **Exhibit A**, and the Local Agency Manual. The State shall have no liability to compensate Local Agency for the delivery of any Goods or the performance of any Services that are not specifically set forth in this Agreement. Work may be divided into multiple phases that have separate periods of performance. The State may not compensate for Work that Local Agency performs outside of its designated Phase Performance Period. The Phase Performance Periods, including, but not limited to Design, Construction, Miscellaneous, Right of Way, Utilities, and/or Environment phases, are identified

in **Exhibit C**. The State may unilaterally modify **Exhibit C** from time to time, at its sole discretion, as listed in **§7.E** of this Agreement.

A. Local Agency Commitments

i. Design

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

a. Perform or provide the Plans to the State.

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

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

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

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

f. Provide final assembly of Plans and all other necessary documents to the State pursuant to **§17**.

g. Ensure the Plans are accurate and complete.

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

ii. Local Agency Work

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

b. Local Agency shall afford the State ample opportunity to review the Plans and shall make any changes in the Plans

that are directed by the State to comply with FHWA requirements.

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

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

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

3. Local Agency shall require that all bills under the Consultant contract comply with the State's standardized billing format.

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

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

iii. Construction

If the Work includes construction, Local Agency shall perform the construction in accordance with the approved design Plans and/or administer the construction in accordance with **Exhibit E**. Such administration shall include, but is not necessarily limited to, Work inspection and testing; approving sources of materials; performing required plant and shop inspections; documentation of contract

payments, testing and inspection activities; preparing and approving pay estimates; preparing, approving and securing the funding for contract modification orders and minor contract revisions; processing construction Contractor claims; construction supervision; and meeting the quality control requirements of the FHWA/CDOT Stewardship Agreement, as described in **Exhibit E**.

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

    1. If the CDOT Engineer suspends the Work the suspension will be lifted when the conditions that led to the suspension are corrected. This requires the Local Agency or its Contractor to submit a plan for corrective measures to ensure the Work progresses safely and satisfactorily in the future. The CDOT Engineer will issue a notice to resume Work.

b. Local Agency shall be responsible for the following:

    1. Appointing a qualified professional engineer, licensed in the State of Colorado, as Local Agency Project Engineer (LAPE), to perform engineering administration. The LAPE shall administer the Work in accordance with this Agreement, the requirements of the construction contract and applicable State procedures, as defined in the CDOT Local Agency Manual.

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

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

        b. Local Agency may accept or reject the proposal of the apparent low bidder for Work on which

competitive bids have been received. Local Agency must accept or reject such bids within three (3) working days after they are publicly opened.

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

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

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

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

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

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

c. The Parties' respective responsibilities for ensuring compliance with acquisition, relocation and incidentals depend on the level of Federal participation as detailed in CDOT's Right of Way Manual, which is available at CDOT's website or can be provided to Local Agency upon request; however, the State always retains certain oversight responsibilities.

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

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

2. Relocation activities, if applicable (3109); and

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

e. If **Exhibit C** indicates that funds are allocated to ROW, such funds shall be transferred to CDOT's ROW division for payment to Local Agency and processing as follows:

1. Local Agency shall use the appropriate Memorandum of Agreement (MOA) for Local Agency Acquisition or MOA for Temporary Easement/Local Agency Acquisition forms for ROW acquisition (or such agreements as amended);

2. Within 30 days or more prior to closure of the project by CDOT, Local Agency shall submit to CDOT the following (ROW Payment Packet):

a. Certificate of Cost of Right of Way Form (executed by Local Agency);

b. CDOT Local Agency Reimbursement Request Form (executed by Local Agency);

c. Fair Market Value (FMV) or Waiver Valuation for each ROW acquisition;

d. Recommendation for Settlement, if applicable;

e. Copy of check or other proof of payment for ROW;

f. Signed MOAs between Local Agency and land owners;

g. Recorded Deeds and/or MOAs;

h. Parcel Negotiation Record and Agent's Certificate; and

i. Copies of FMV Offer Letters.

All forms are available on CDOT's website at: codot.gov/business/manuals/right-of-way-manual or can be provided to Local Agency upon request.

3. If CDOT's ROW Manager accepts the ROW Payment Packet, the ROW Manager shall countersign the CDOT Local Agency Reimbursement Request Form and Certificate of Cost of Right of Way Form;

4. CDOT ROW shall perform a successful TIN match for issuance of the warrant; and

5. CDOT ROW shall submit a Warrant Request to the CDOT Controller Delegate for approval of payment to Local Agency. The CDOT Controller Delegate shall

execute the Warrant Request prior to issuance of payment to Local Agency for ROW.

v. Utilities

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

vi. Railroads

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

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

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

c. Establish future maintenance responsibilities for the proposed installation.

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

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

vii. Environmental Obligations

Local Agency shall perform all Work in accordance with the requirements of current applicable Federal and State environmental regulations, including but not limited to the National Environmental Policy Act of 1969 (NEPA) as applicable.

viii. Maintenance Obligations

Local Agency shall maintain and operate the Work constructed under this Agreement at its own cost and expense during the Work's useful life, in a manner satisfactory to the State and FHWA. If the Work is on a State Highway, Local Agency is responsible for all maintenance

in accordance with the Division of Authority pursuant to C.R.S. §43-2-135. Additionally, a separate Maintenance & Operations Agreement may be entered into by the Parties. Local Agency shall make proper provisions for such maintenance obligations each year. Local Agency shall conduct such maintenance and operations in accordance with all applicable statutes, ordinances, and regulations pertaining to maintaining such improvements. The State and FHWA may make periodic inspections to verify that such Work is being adequately maintained.

ix. Monitoring Obligations

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

B. State's Commitments

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

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

## 7. PAYMENTS

A. Maximum Amount

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

B. Payment Procedures

i. Invoices and Payment

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

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

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

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

e. If a project is funded in part with Federal and/or State Special Funding there may be an expiration date for the funds. The expiration date applies to Federal and/or State funds and local funds used to match these funds as shown on **Exhibit A**. To receive payment or credit for the match, Work (i) must be completed or substantially completed, as outlined in the terms of the grant, prior to the expiration date of the Special Funding and (ii) invoiced in compliance with all the rules and requirements outlined in the award applicable to of the funding. The acceptance of an invoice shall not constitute acceptance of any Work performed or deliverables provided under the Agreement.

ii. Interest

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

iii. Payment Disputes

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

iv. Available Funds-Contingency-Termination

a. The Parties are prohibited by law from making commitments beyond the term of the current State Fiscal Year. In addition to all other payment conditions and/or limitations included within this Agreement and/or applicable law, any potential Payment to Local Agency beyond the current State Fiscal Year or fiscal year is expressly contingent on the

appropriation and continuing availability of Agreement Funds in any subsequent State Fiscal Year or fiscal year (as provided in the Colorado Special Provisions). Payments to be made pursuant to this Agreement shall be made only from Agreement Funds, and the State's liability for such payments shall be limited to the amount remaining of such Agreement Funds. If State, Federal, or other funds are not appropriated, or otherwise become unavailable to fund this Agreement, the Parties may, upon written notice, terminate this Agreement, in whole or in part, without incurring further liability. The Parties shall, however, remain obligated to pay for Services, Goods, and the Work that are delivered and accepted prior to the effective date of notice of termination, and termination pursuant to this **§7.b.iv.a** shall otherwise be treated as if this Agreement were terminated in the public interest as described in **§13.A**.

v. Erroneous Payments

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

vi. Federal Recovery

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

C. Local Agency Funds

Local Agency shall provide its obligated contribution funds as outlined in **§7.A**. and **Exhibit C**. Local Agency shall have raised and/or allocated the full amount of its funds prior to the Agreement Effective Date and shall report to the State regarding the status of such funds upon request. Local Agency's obligation to pay all or any part of any matching funds, whether direct or contingent, only extend to funds duly and lawfully appropriated for the purposes of this Agreement by the authorized representatives of Local Agency and paid into Local Agency's treasury. Local Agency represents to the State that the amount designated "Local Agency Funds" in **Exhibit C**

has been legally appropriated for the purpose of this Agreement by its authorized representatives and paid into its treasury. Local Agency may evidence such obligation by an appropriate ordinance/resolution or other authority letter expressly authorizing Local Agency to enter into this Agreement and to expend its match share of the Work. A copy of any ordinance/resolution or authority letter is attached hereto as **Exhibit D** if applicable. Local Agency does not by this Agreement irrevocably pledge present cash reserves for payments in future fiscal years, and this Agreement is not intended to create a multiple-fiscal year debt of Local Agency. Local Agency shall not pay or be liable for any claimed interest, late charges, fees, taxes, or penalties of any nature, except as required by Local Agency's laws or policies.

D. Reimbursement of Local Agency Costs

The State shall reimburse Local Agency's allowable costs, not exceeding the Agreement Maximum amount set forth in **Exhibit C**, subject to fund(s) availability, described in **§7**. However, any costs incurred by Local Agency prior to the Agreement Effective Date shall not be reimbursed absent specific allowance of pre-award costs and indication that the Federal Award funding is retroactive. The State shall pay Local Agency for costs or expenses incurred or performance by the Local Agency prior to the Agreement Effective Date, only if (1) the Agreement Funds involve Federal funding and (2) Federal laws, rules, and regulations applicable to the Work provide for such retroactive payments to the Local Agency. Any such retroactive payments shall comply with State Fiscal Rules and be made in accordance with the provisions of this Agreement. The applicable principles described in 2 C.F.R. Part 200 shall govern the State's obligation to reimburse all costs incurred by Local Agency and submitted to the State for reimbursement hereunder, and Local Agency shall comply with all such principles. The State shall reimburse Local Agency for the Federal-aid share of properly documented costs related to the Work after review and approval thereof, subject to the provisions of this Agreement and **Exhibit C**. If this Agreement involves State Funds, the State does not by this Agreement irrevocably pledge present cash reserves for payments in future fiscal years, and this Agreement is not intended to create a multiple-fiscal year debt of the State. State shall not pay or be liable for any claimed interest, late charges, fees, taxes, or penalties of any nature, except as required by State laws or policies. Local Agency costs for Work performed prior to the Agreement Effective Date shall not be reimbursed absent specific allowance of pre-award costs and indication that the Federal Award funding is retroactive. Local Agency costs for Work performed after any Performance Period End Date for a respective phase of the Work is not reimbursable. Allowable costs shall be limited to the following:

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

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

E. Unilateral Modification of Agreement Funds Budget or Agreement/ Phase Term by State Option Letter

The State may, at its sole discretion, issue an "Option Letter" to Local Agency to add or modify Work phases in the Work schedule in **Exhibit C** if such modifications do not increase total budgeted Agreement Funds. Such Option Letters shall amend and update **Exhibit C**. Option Letters shall not be deemed valid until signed by the State Controller or an authorized delegate. **This Option Letter is NOT a Notice to Proceed**. Modification of **Exhibit C** by unilateral Option Letter is permitted only in the specific scenarios listed below in **§7.E.i, ii, iii, and iv**. The State will exercise such options by providing Local Agency a fully executed Option Letter, in a form substantially equivalent to **Exhibit B**. Such fully executed Option Letters will be automatically incorporated into this Agreement.

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

The State may require by Option Letter that Local Agency begin a new Work phase that may include Design, Construction, Environmental, Utilities, ROW Incidentals and/or Miscellaneous Work (but may not include Right of Way Acquisition/Relocation or Railroads) as detailed in **Exhibit A.** Such Option Letters may only modify the other terms and conditions specifically enumerated in **§7.E.i, ii, iii, and/or iv** as long as the Agreement Maximum Amount remains the same. The State may also change the funding sources if the amount budgeted remains the same and the Local Agency contribution does not increase. The State may also issue an Option Letter to increase and/or decrease the total encumbrance amount of one (1) or more existing Work phases, Right of Way Acquisition/Relocation, or Railroads, as long as the total amount of budgeted Agreement Funds remains the same. This must be done within 120 days of changing the encumbrance amount.

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

The State may require or permit Local Agency to transfer Agreement Funds from one (1) Work phase (Design, Construction, Environmental, Utilities, ROW Incidentals or Miscellaneous) to another phase. The Agreement Funds transferred from one (1) Work phase to another are subject to the same terms and conditions stated in the original Agreement with the total budgeted Agreement Funds remaining the same. The State may unilaterally exercise this option by providing a fully executed Option Letter to Local Agency, in a form substantially equivalent to **Exhibit B** with an amended **Exhibit C**.

iii. Option to Exercise Options i and ii.

The State may require Local Agency to add a Work phase as detailed in **Exhibit A** and encumber and transfer Agreement Funds from one (1) Work phase to another. The addition of a Work phase and encumbrance and transfer of Agreement Funds are subject to the same terms and conditions stated in the original Agreement with the

total budgeted Agreement Funds remaining the same. The State may unilaterally exercise this option by providing a fully executed Option Letter to Local Agency before the initial targeted start date of the Work phase, in a form substantially equivalent to **Exhibit B** with an amended **Exhibit C**.

iv. Option to Extend Agreement/Phase Term. The State, at its sole discretion, shall have the option to extend the term of this Agreement and/or update a Work Phase Performance Period, as outlined in **Exhibit C**. To exercise this option, the State shall provide written notice to the Local Agency in a form substantially equivalent to **Exhibit B** with an amended **Exhibit C**.

F. Accounting

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

i. Local Agency Performing the Work

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

ii. Local Agency-Checks or Draws

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

iii. State-Administrative Services

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

iv. Local Agency-Invoices

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

v. Invoicing Within 60 Days

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

vi. Risk Assessment & Monitoring

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

a. Experience: Factors associated with the experience and history of the Subrecipient with the same or similar Federal Awards or grants.

b. Monitoring/Audit: Factors associated with the results of the Subrecipient's previous audits or monitoring visits, including those performed by the Federal Awarding Agency, when the Subrecipient also receives direct Federal funding. Include audit results if Subrecipient receives single audit, where the specific award being assessed was selected as a major program.

c. Operation: Factors associated with the significant aspects of the Subrecipient's operations, in which failure could impact the Subrecipient's ability to perform and account for the contracted goods or services.

d. Financial: Factors associated with the Subrecipient's financial stability and ability to comply with financial requirements of the Federal Award.

e. Internal Controls: Factors associated with safeguarding assets and resources, deterring and detecting errors, fraud and theft, ensuring accuracy and completeness of accounting data, producing reliable and timely financial and management information, and ensuring adherence to its policies and plans.

f. Impact: Factors associated with the potential impact of a Subrecipient's non-compliance to the overall success of the program objectives.

g. Program Management: Factors associated with processes to manage critical personnel, approved written procedures, and knowledge of rules and regulations regarding Federal-aid projects.

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

G. Close Out

Local Agency shall close out this Award within 90 days after the Final Phase Performance End Date or sooner termination of this Agreement. Close out requires Local Agency's submission to the State of all deliverables defined in this Agreement, and Local Agency's final reimbursement request or invoice. The State will withhold 5% of allowable costs until all final documentation has been submitted and accepted by the State as substantially complete. Once final documentation has been received by the State and payment has been made, any remaining funds can be liquidated from the project. If FHWA, USDT or FTA has not closed this Federal Award within one (1) year and 90 days after the Final Phase Performance End Date due to Local Agency's failure to submit required documentation, then Local Agency may be prohibited from applying for new Federal or State Awards through the State until such documentation is submitted and accepted. Additionally, the Local Agency will not be able to access any funds on any new or existing projects until such documentation is submitted and accepted.

## 8. REPORTING - NOTIFICATION

A. Quarterly Reports

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

B. Litigation Reporting

If Local Agency is served with a pleading or other document in connection with an action before a court or other administrative decision making body, and such pleading or document relates to this Agreement or may affect Local Agency's ability to perform its obligations under this Agreement, Local Agency shall, within 10 days after being served or other receipt of such

pleading or other document, notify the State of such action and deliver copies of such pleading or document to the State's principal representative identified on the Cover Page as noted in **§17**.

C. Performance and Final Status

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

D. Violations Reporting

Local Agency must disclose, in a timely manner, in writing to the State and FHWA, all violations of Federal or State criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal Award. Penalties for noncompliance may include suspension or debarment (2 C.F.R. Part 180 OMB Guidelines to Agencies on Government-Wide Debarment and Suspension).

E. Federal Funding Accountability and Transparency Act (FFATA) Reporting

Local Agency shall submit Executive Compensation Information according to 2 CFR Part 170, Appendix A as may be amended from time to time.

## 9. LOCAL AGENCY RECORDS

A. Maintenance

Local Agency shall make, keep, maintain, and allow inspection and monitoring by the State of a complete file of all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to the Work or the delivery of Services (including, but not limited to the operation of programs) or Goods hereunder. Local Agency shall maintain such records for a period (**Record Retention Period**) pursuant to the requirements of the funding source and for a minimum of three (3) years following the date of submission to the State of the final expenditure report, whichever is longer, or if this Award is renewed quarterly or annually, from the date of the submission of each quarterly or annual report, respectively. If any litigation, claim, or audit related to this Award starts before expiration of the Record Retention Period, the Record Retention Period shall extend until all litigation, claims, or audit findings have been resolved and final action taken by the State or Federal Awarding Agency. The Federal Awarding Agency, a cognizant agency for audit, oversight or indirect costs, and the State, may notify Local Agency in writing that the Record Retention Period shall be extended. For records for real property and equipment, the Record Retention Period shall extend three (3) years following final disposition of such property.

B. Inspection

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

C. Monitoring

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

D. Final Audit Report

Local Agency shall promptly submit to the State a copy of any final audit report of an audit performed on Local Agency's records that relates to or affects this Agreement or the Work, whether the audit is conducted by Local Agency or a third party. Additionally, if Local Agency is required to perform a single audit under 2 C.F.R. 200.501, *et seq.*, then Local Agency shall submit a copy of the results of that audit to the State within the same timeline as the submission to the Federal government.

## 10. CONFIDENTIAL INFORMATION-STATE RECORDS

A. Confidentiality

Local Agency shall hold and maintain, and cause all Subcontractors to hold and maintain, any and all State Records that the State provides or makes available to Local Agency for the sole and exclusive benefit of the State, unless those State Records are otherwise publicly available at the time of disclosure or are subject to disclosure by Local Agency under CORA. Local Agency shall not, without prior written approval of the State, use for Local Agency's own benefit, publish, copy, or otherwise disclose to any third party, or permit the use by any third party for its benefit or to the detriment of the State, any State Records, except as otherwise stated in this Agreement. Local Agency shall provide for the security of all State Confidential Information in accordance with all policies promulgated by the Colorado Office of Information Security and all applicable laws, rules, policies, publications, and guidelines. Local Agency shall immediately forward any request or demand for State Records to the State's principal representative. Local Agency shall immediately forward any request or demand for State Records to the State's principal representative.

B. Other Entity Access and Nondisclosure Agreements

Local Agency may provide State Records to its agents, employees, assigns and Subcontractors as necessary to perform the Work, but shall restrict access to State Confidential Information to those agents, employees, assigns and Subcontractors who require access to perform their obligations under this Agreement. Local Agency shall ensure all such agents, employees, assigns, and Subcontractors sign nondisclosure agreements with provisions at least as protective as those in this Agreement, and that the nondisclosure agreements are always in force the agent, employee, assign, or Subcontractor has access to any State Confidential Information. Local Agency shall provide copies of those signed nondisclosure agreements to the State upon request.

C. Use, Security, and Retention

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

D. Incident Notice and Remediation

If Local Agency becomes aware of any Incident, it shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. Unless Local Agency can establish that none of Local Agency or any of its agents, employees, assigns, or Subcontractors are the cause or source of the Incident, Local Agency shall be responsible for the cost of notifying each person who may have been impacted by the Incident. After an Incident, Local Agency shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which may include, but is not limited to, developing, and implementing a remediation plan that is approved by the State at no additional cost to the State.

E. Data Protection and Handling

Local Agency shall ensure that all State Records and Work Product in the possession of Local Agency or any Subcontractors are protected and handled in accordance with the requirements of this Agreement, including the requirements of any Exhibits hereto, at all times.

F. Safeguarding Personally Identifying Information (PII)

If Local Agency or any of its Subcontracts will or may receive PII under this Agreement, Local Agency shall provide for the security for such PII, in a manner and form acceptable to the State, including, without limitation, State non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Local Agency shall be a "Third Party Service Provider" as defined in C.R.S. §24-73-103(1)(i), and shall maintain security procedures and practices consistent with C.R.S. §§24-73-101 *et seq*. In addition, as set forth in C.R.S. §24-74-102, *et seq*., Local Agency and Contractor, including, but not limited to, Local Agency and Contractor's employees, agents, and Subcontractors, agrees not to share any PII with any third parties for the purpose of investigating for, participating in, cooperating with, or assisting with Federal immigration enforcement.

## 11. CONFLICTS OF INTEREST

A. Actual Conflicts of Interest

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

B. Apparent Conflicts of Interest

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

C. Disclosure to the State

If a conflict or the appearance of a conflict arises, or if Local Agency is uncertain whether a conflict or the appearance of a conflict has arisen, Local Agency shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Failure to promptly submit a disclosure statement or to follow the State's direction regarding the actual or apparent conflict constitutes a Breach of Agreement.

D. Acknowledgement

Local Agency acknowledges that all State employees are subject to the ethical principles described in C.R.S. §24-18-105. Local Agency further acknowledges that State employees may be subject to the requirements of C.R.S. §24-18-105 with regard to this Agreement.

## 12. INSURANCE

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

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

B. Contractor, Consultant, and Subcontractor Requirements
Local Agency shall ensure that each Contractor, Consultant, and Subcontractor that is a public entity within the meaning of the GIA, maintains at all times during the terms of this Agreement, such liability insurance, by commercial policy or self-insurance, as is necessary to meet the Contractor and Subcontractor's obligations under the GIA. Local Agency shall ensure that each Contractor and Subcontractor that is not a public entity within the meaning of the GIA, maintains at all times during the terms of this Agreement all of the following insurance policies:

i. Workers' Compensation
Workers' compensation insurance as required by state statute, and employers' liability insurance covering all Local Agency or Subcontractor employees acting within the course and scope of their employment.

ii. General Liability
Commercial general liability insurance written on an Insurance Services Office occurrence form, covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits depending on the amount of the Agreement Maximum Amount including any Amendments.

a. Agreements $50,000,000 or less:

1. $1,000,000 each occurrence;

2. $2,000,000 general aggregate;

3. $2,000,000 products and completed operations aggregate; and

4. $50,000 any one (1) fire.

5. Completed Operations coverage shall be provided for a minimum period of one (1) year following final acceptance of work. If any aggregate limit is reduced below $1,000,000 because of claims made or paid, the Contractor shall immediately obtain additional

insurance to restore the full aggregate limit and furnish the certificate or other satisfactory document.

b. Agreements greater than $50,000,000 up to $100,000,000:

1. $5,000,000 each occurrence which may combined with the umbrella insurance amount to reach the minimum threshold;

2. $10,000,000 general aggregate which may combined with the umbrella insurance amount to reach the minimum threshold;

3. $2,000,000 products and completed operations aggregate; and

4. $50,000 any one (1) fire.

5. Completed Operations coverage shall be provided for a minimum period of one (1) year following final acceptance of work. If any aggregate limit is reduced below $1,000,000 because of claims made or paid, the Contractor shall immediately obtain additional insurance to restore the full aggregate limit and furnish the certificate or other satisfactory document.

c. Agreements greater than $100,000,000:

1. $10,000,000 each occurrence which may be combined with the umbrella insurance amount to reach the minimum threshold;

2. $20,000,000 general aggregate which may combined with the umbrella insurance amount to reach the minimum threshold;

3. $2,000,000 products and completed operations aggregate; and

4. $50,000 any one (1) fire.

5. Completed Operations coverage shall be provided for a minimum period of one (1) year following final acceptance of work. If any aggregate limit is reduced below $1,000,000 because of claims made or paid, the Contractor shall immediately obtain additional insurance to restore the full aggregate limit and furnish the certificate or other satisfactory document.

iii. Automobile Liability

Automobile liability insurance covering any auto (including owned, hired, and non-owned autos) with a minimum limit of $1,000,000 each accident combined single limit.

iv. Professional Liability Insurance (this insurance requirement only applies if the Contractor, Consultant, and/or Subcontractor is

providing professional services including, but not limited to, engineering, architectural, landscape architectural, professional surveying, industrial hygiene services, or any other commonly understood professional service).

Professional liability insurance covering any damages caused by an error, omission or any negligent act with minimum limits depending on the amount of the Agreement Maximum Amount including any Amendments.

a. Agreements $50,000,000 or less:

   1. $1,000,000 each occurrence;

   2. $1,000,000 general aggregate;

   3. Each Contractor, Consultant, and Subcontractor that is not a public entity within the meaning of this GIA shall renew and maintain Professional Liability Insurance as outlined above for a minimum of one year following final acceptance of Work.

b. Agreements greater than $50,000,000 up to $100,000,000:

   1. $5,000,000 each occurrence which may be combined with the umbrella insurance amount to reach the minimum threshold;

   2. $10,000,000 general aggregate which may be combined with the umbrella insurance amount to reach the minimum threshold; and

   3. Each Contractor, Consultant, and Subcontractor that is not a public entity within the meaning of this GIA shall renew and maintain Professional Liability Insurance as outlined above for a minimum of one year following final acceptance of Work.

c. Agreements greater than $100,000,000:

   1. $10,000,000 each occurrence which may be combined with the umbrella insurance amount to reach the minimum threshold;

   2. $20,000,000 general aggregate which may be combined with the umbrella insurance amount to reach the minimum threshold;

   3. Each Contractor, Consultant, and Subcontractor that is not a public entity within the meaning of this GIA shall renew and maintain Professional Liability Insurance as outlined above for a minimum of one year following final acceptance of Work.

v. Umbrella or Excess Liability Insurance

Umbrella or Excess Liability Insurance with minimum limits of $1,000,000 or as needed to meet minimum threshold for general liability insurance in **12.B.ii.b & c.** This policy shall become primary in the event the primary Liability Policy limits are impaired or exhausted.

C. Additional Insured

The State shall be named as additional insured on all commercial general liability policies (leases and construction contracts require additional insured coverage for completed operations) and umbrella or excess liability policies required of Local Agency's Contractors, Consultants, and Subcontractors. In the event of cancellation of any commercial general liability policy, the carrier shall provide at least 10 days prior written notice to State.

D. Primacy of Coverage

Coverage required of Local Agency and each Contractor, Consultant, and Subcontractor shall be primary over any insurance or self-insurance program carried by Local Agency or the State.

E. Cancellation

All commercial insurance policies shall include provisions preventing cancellation or non-renewal, except for cancellation based on non-payment of premiums, without at least 30 days prior notice to Local Agency and Local Agency shall forward such notice to the State in accordance with **§17** within seven (7) days of Local Agency's receipt of such notice.

F. Subrogation Waiver

All commercial insurance policies secured or maintained by Local Agency or its Contractors, Consultants, and Subcontractors in relation to this Agreement shall include clauses stating that each carrier shall waive all rights of recovery under subrogation or otherwise against Local Agency or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

G. Certificates

For each commercial insurance plan provided by Local Agency under this Agreement, Local Agency shall provide to the State certificates evidencing Local Agency's insurance coverage required in this Agreement within seven (7) Business Days following the Agreement Effective Date. Local Agency shall provide to the State certificates evidencing Contractor, Consultant, and Subcontractor insurance coverage required under this Agreement within seven (7) Business Days following the Agreement Effective Date, except that, if Local Agency's subcontract is not in effect as of the Agreement Effective Date, Local Agency shall provide to the State certificates showing Contractor, Consultant, and Subcontractor insurance coverage required under this Agreement within seven (7) Business Days following Local Agency's execution of the subcontract. No later than 15 days before the expiration date of Local Agency's or any Contractor, Consultant,

and Subcontractor's coverage, Local Agency shall deliver to the State certificates of insurance evidencing renewals of coverage. At any other time during the term of this Agreement, upon request by the State, Local Agency shall, within seven (7) Business Days following the request by the State, supply to the State evidence satisfactory to the State of compliance with the provisions of this **§12.**

## 13. TERMINATION

A. Early Termination in the Public Interest

The State is entering into this Agreement to serve the public interest of the State of Colorado. If this Agreement ceases to further the public interest of the State or if State, Federal or other funds used for this Agreement are not appropriated timely or otherwise become unavailable to fund this Agreement the State, in its discretion, may terminate this Agreement in whole or in part. This subsection shall not apply to a termination of this Agreement by the State for Breach of Agreement by Local Agency, which shall be governed by **§14** of this Agreement.

i. Method and Content

The State shall notify Local Agency by providing written notice to Local Agency of the termination and be in accordance with **§17.** The notice shall specify the effective date of the termination and whether it affects all or a portion of this Agreement.

ii. Obligations and Rights

Upon receipt of a termination notice for termination in the public interest, Local Agency shall be subject to **§15.A.i.a.**

Iii. Payments

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

B. Termination Due to Project Completion

This Agreement may be terminated early upon project completion after the final invoice has been paid. The Local Agency must submit an invoice they have indicated is the final invoice to CDOT. Once that invoice has been paid any remaining funds can be liquidated from the project. The State shall notify Local Agency by providing written notice to Local Agency of the

termination in accordance with **§17** of this Agreement. The notice shall specify the effective date of the termination and will be the Agreement Expiration Date.

C. Termination by Mutual Agreement

This Agreement may be terminated early if all Parties agree that this would be in the best interest of the Parties. The Party initiating the termination shall send a written request to the other Party requesting termination. Once this request is received the State shall notify Local Agency by providing written notice to Local Agency of the termination in accordance with **§17** of this Agreement. The notice shall include the request to terminate and specify the effective date of the termination and will be the Agreement Expiration Date.

D. Termination for Breach

In the event of Local Agency's uncured Breach of Agreement, the State may terminate this entire Agreement or any part of this Agreement. Local Agency shall continue performance of this Agreement to the extent not terminated, if any. **§14.**

## 14. BREACH

Notice and Cure Period

In the event of a Breach of Agreement, the aggrieved Party shall give written notice of breach to the other Party. If the notified Party does not cure the breach, at its sole expense, within 30 days after the delivery of written notice, the Party may exercise any of the remedies as described in **§15** for that Party. Notwithstanding any provision of this Agreement to the contrary, the State, in its discretion, need not provide notice or a cure period and may immediately terminate this Agreement in whole or in part or institute any other remedy in the Agreement to protect the public interest of the State; or if Local Agency is debarred or suspended under §24-109-105, C.R.S., the State, in its discretion, need not provide notice or cure period and may terminate this Agreement in whole or in part or institute any other remedy in this Agreement as of the date that the debarment or suspension takes effect.

## 15. REMEDIES

A. State's Remedies

If Local Agency is in breach under any provision of this Agreement and fails to cure such breach, the State, following the notice and cure period set forth in **§14,** shall have all of the remedies listed in this **§15.A.** in addition to all other remedies set forth in this Agreement or at law. The State may exercise any or all of the remedies available to it, in its discretion, concurrently or consecutively.

i. Remedies Involving Termination for Breach of Agreement

In the event of Local Agency's uncured breach and the State's notice of termination, as set forth in **§14**, the Local Agency shall continue performance of this Agreement to the extent not terminated, if any.

a. Obligations and Rights

To the extent specified in any termination notice, Local Agency shall not incur further obligations or render further performance past the effective date of such notice and shall terminate outstanding orders and subcontracts with third parties. However, Local Agency shall complete and deliver to the State all Work not canceled by the termination notice and may incur obligations as necessary to do so within this Agreement's terms. At the request of the State, Local Agency shall assign to the State all Local Agency's rights, title, and interest in and to such terminated orders or subcontracts. Upon termination, Local Agency shall take timely, reasonable, and necessary action to protect and preserve property in the possession of Local Agency but in which the State has an interest. At the State's request, Local Agency shall return materials owned by the State in Local Agency's possession at the time of any termination. Local Agency shall deliver all completed Work Product and all Work Product that was in the process of completion to the State at the State's request.

b. Payments

Notwithstanding anything to the contrary, the State shall only pay Local Agency for accepted Work received as of the date of termination. If, after termination by the State, the State agrees that Local Agency was not in breach or that Local Agency's action or inaction was excusable, such termination shall be treated as a termination in the public interest, and the rights and obligations of the Parties shall be as if this Agreement had been terminated in the public interest under **§13.A**.

c. Damages and Withholding

Notwithstanding any other remedial action by the State, Local Agency shall remain liable to the State for any damages sustained by the State in connection with any breach by Local Agency, and the State may withhold payment to Local Agency for the purpose of mitigating the State's damages until such time as the exact amount of damages due to the State from Local Agency is determined. The State may withhold any amount that may be due Local Agency as the State deems necessary to protect the State against loss including, without limitation, loss as a result of outstanding liens and excess costs incurred by the State in procuring from third parties replacement Work as cover.

ii. Remedies Not Involving Termination

The State, in its discretion, may exercise one (1) or more of the following additional remedies:

a. Suspend Performance

Suspend Local Agency's performance with respect to all or any portion of the Work pending corrective action as specified by the State without entitling Local Agency to an adjustment in price or cost or an adjustment in the performance schedule. Local Agency shall promptly cease performing Work and incurring costs in accordance with the State's directive, and the State shall not be liable for costs incurred by Local Agency after the suspension of performance.

b. Withhold Payment

Withhold payment to Local Agency until Local Agency corrects its Work.

c. Deny Payment

Deny payment for Work not performed, or that due to Local Agency's actions or inactions, cannot be performed or if they were performed are reasonably of no value to the state; provided, that any denial of payment shall be equal to the value of the obligations not performed.

d. Removal

Demand immediate removal from the Work of any of Local Agency's employees, agents, or Subcontractors from the Work whom the State deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable or whose continued relation to this Agreement is deemed by the State to be contrary to the public interest or the State's best interest.

e. Intellectual Property

If any Work infringes a patent, copyright, trademark, trade secret, or other intellectual property right, Local Agency shall, as approved by the State (a) secure that right to use such Work for the State or Local Agency; (b) replace the Work with non infringing Work or modify the Work so that it becomes non infringing; or, (c) remove any infringing Work and refund the amount paid for such Work to the State.

B. Local Agency's Remedies

If the State is in breach of any provision of this Agreement and does not cure such breach, Local Agency, following the notice and cure period in **§14** and the dispute resolution process in **§16** shall have all remedies available at law and equity.

## 16. DISPUTE RESOLUTION

A. Initial Resolution

Except as herein specifically provided otherwise, disputes concerning the performance of this Agreement which cannot be resolved by the designated

Agreement representatives shall be referred in writing to a senior departmental management staff member designated by the State and a senior manager designated by Local Agency for resolution.

B Resolutions of Controversies

Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement which is not disposed of by agreement shall be decided by the Chief Engineer of CDOT. The decision of the Chief Engineer will be final and conclusive unless, within 30 calendar days after the date of receipt of a copy of such written decision, Local Agency mails or otherwise furnishes to the State a written appeal addressed to the Executive Director of CDOT. In connection with any appeal proceeding under this clause, Local Agency shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, Local Agency shall proceed diligently with the performance of this Agreement in accordance with the Chief Engineer's decision. The decision of the Executive Director or their duly authorized representative for the determination of such appeals shall be final and conclusive and serve as final agency action. This dispute clause does not preclude consideration of questions of law in connection with decisions provided for herein. Nothing in this Agreement, however, shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

## 17. NOTICES AND REPRESENTATIVES

Each individual identified as a Principal Representative on the Cover Page for this Agreement shall be the Principal Representative of the designating Party. All notices required or permitted to be given under this Agreement shall be in writing and shall be delivered (i) by hand with receipt required, (ii) by certified or registered mail to such Party's Principal Representative at the address set forth below or (iii) as an email with read receipt requested to the Principal Representative at the email address, if any, set forth below. If a Party delivers a notice to another through email and the email is undeliverable, then, unless the Party has been provided with an alternate email contact, the Party delivering the notice shall deliver the notice by hand with receipt required or by certified or registered mail to such Party's Principal Representative at the address set forth below. Either Party may change its Principal Representative, its contact information, or any of its representatives identified in an exhibit and its contact information by notice submitted in accordance with this **§17** without a formal amendment to this Agreement. Unless otherwise provided in this Agreement, notices shall be effective upon delivery of the written notice.

## 18. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION

A. Work Product

Local Agency hereby grants to the State a perpetual, irrevocable, non-exclusive, royalty free license, with the right to sublicense, to make, use, reproduce, distribute, perform, display, create derivatives of and otherwise

exploit all intellectual property created by Local Agency or any Subcontractors. Local Agency assigns to the State and its successors and assigns, the entire right, title, and interest in and to all causes of action, either in law or in equity, for past, present, or future infringement of intellectual property rights related to the Work Product and all works based on, derived from, or incorporating the Work Product. Whether or not Local Agency is under contract with the State at the time, Local Agency shall execute applications, assignments, and other documents, and shall render all other reasonable assistance requested by the State, to enable the State to secure patents, copyrights, licenses, and other intellectual property rights related to the Work Product. The Parties intend the Work Product to be works made for hire.

i. Copyrights

To the extent that the Work Product (or any portion of the Work Product) would not be considered works made for hire under applicable law, Local Agency hereby assigns to the State, the entire right, title, and interest in and to copyrights in all Work Product and all works based upon, derived from, or incorporating the Work Product; all copyright applications, registrations, extensions, or renewals relating to all Work Product and all works based upon, derived from, or incorporating the Work Product; and all moral rights or similar rights with respect to the Work Product throughout the world. To the extent that Local Agency cannot make any of the assignments required by this section, Local Agency hereby grants to the State a perpetual, irrevocable, royalty-free license to use, modify, copy, publish, display, perform, transfer, distribute, sell, and create derivative works of the Work Product and all works based upon, derived from, or incorporating the Work Product by all means and methods and in any format now known or invented in the future. The State may assign and license its rights under this license.

ii. Patents

In addition, Local Agency grants to the State (and to recipients of Work Product distributed by or on behalf of the State) a perpetual, worldwide, no-charge, royalty-free, irrevocable patent license to make, have made, use, distribute, sell, offer for sale, import, transfer, and otherwise utilize, operate, modify, and propagate the contents of the Work Product. Such license applies only to those patent claims licensable by Local Agency that are necessarily infringed by the Work Product alone, or by the combination of the Work Product with anything else used by the State.

iii. Assignments and Assistance

Whether or not the Local Agency is under Agreement with the State at the time, Local Agency shall execute applications, assignments, and other documents, and shall render all other reasonable assistance requested by the State, to enable the State to secure patents, copyrights, licenses, and other intellectual property rights

related to the Work Product. The Parties intend the Work Product to be works made for hire. Local Agency assigns to the State and its successors and assigns, the entire right, title, and interest in and to all causes of action, either in law or in equity, for past, present, or future infringement of intellectual property rights related to the Work Product and all works based on, derived from, or incorporating the Work Product.

B. Exclusive Property of the State

Except to the extent specifically provided elsewhere in this Agreement, any pre-existing State Records, State software, research, reports, studies, photographs, negatives, or other documents, drawings, models, materials, data, and information shall be the exclusive property of the State (collectively, State Materials). Local Agency shall not use, willingly allow, cause, or permit Work Product or State Materials to be used for any purpose other than the performance of Local Agency's obligations in this Agreement without the prior written consent of the State. Upon termination of this Agreement for any reason, Local Agency shall provide all Work Product and State Materials to the State in a form and manner as directed by the State.

C. Exclusive Property of Local Agency

Local Agency retains the exclusive rights, title, and ownership to any and all pre-existing materials owned or licensed to Local Agency including, but not limited to, all pre-existing software, licensed products, associated source code, machine code, text images, audio and/or video, and third-party materials, delivered by Local Agency under this Agreement, whether incorporated in a Deliverable or necessary to use a Deliverable (collectively, Local Agency Property). Local Agency Property shall be licensed to the State as set forth in this Agreement or a State approved license agreement: (i) entered into as exhibits to this Agreement, (ii) obtained by the State from the applicable third-party vendor, or (iii) in the case of open source software, the license terms set forth in the applicable open source license agreement.

## 19. GENERAL PROVISIONS

A. Assignment

Local Agency's rights and obligations under this Agreement are personal and may not be transferred or assigned without the prior, written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Local Agency's rights and obligations approved by the State shall be subject to the provisions of this Agreement.

B. Captions and References

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

C. Entire Understanding

This Agreement represents the complete integration of all understandings between the Parties related to the Work, and all prior representations and understandings related to the Work, oral or written, are merged into this Agreement. Prior or contemporaneous additions, deletions, or other changes to this Agreement shall not have any force or effect whatsoever, unless embodied herein.

D. Modification

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

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

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

F. Digital Signatures

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

G. Severability

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

H. Survival of Certain Agreement Terms

Any provision of this Agreement that imposes an obligation on a Party after termination or expiration of the Agreement shall survive the termination or expiration of the Agreement and shall be enforceable by the other Party. Specifically, **§§6.A.viii, 9.A & B, 12 and 19.K** shall survive termination or expiration of this Agreement.

I. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described in **§19.A,** this Agreement does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely

to the Parties. Any services or benefits which third parties receive as a result of this Agreement are incidental to the Agreement, and do not create any rights for such third parties.

J. Waiver

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

K. Indemnification

i. General Indemnification

Local Agency shall be responsible for its own actions and for the actions of its own employees related to this Agreement. Local Agency shall also cause its Contractors, Consultants, and any Subcontractors to indemnify, save, and hold harmless the State, its employees, agents and assignees, against any and all costs, expenses, claims, damages, liabilities, court awards including costs, expenses, and attorney fees and related costs, directly or indirectly arising out of, resulting from or related to (in whole or in part) this Agreement, any rights or interests granted pursuant to this Agreement and other amounts (including attorneys' fees and related costs) incurred as a result of any act or omission by Local Agency, or its employees, agents, Contractors, Consultants, Subcontractors, or assignees in connection with this Agreement. This provision shall survive the termination of the Agreement.

ii. Confidential Information Indemnification

Disclosure or use of State Confidential Information by Local Agency or its contractors and any Contractors, Consultants, and Subcontractors in violation of **§10** may be cause for legal action by third parties against Local Agency, the State, or their respective agents. Local Agency shall be responsible for its own actions and for the actions of its own employees related to this violation of **§10**. Local Agency shall also cause its Contractors, Consultants, and any Subcontractors to indemnify, save, and hold harmless CDOT, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees and related costs incurred by the State in relation to any act or omission by Local Agency, or its employees, agents, assigns, or Subcontractors in violation of **§10**. This provision shall survive the termination of the Agreement.

iii. Intellectual Property Indemnification

Local Agency shall be responsible for its own actions and for the actions of its own employees related to intellectual property of the Work. Local Agency shall also cause its Contractors, Consultants, and any Subcontractors to indemnify, save, and hold harmless the

Indemnified Parties, against any and all costs, expenses, claims, damages, liabilities, and other amounts (including attorneys' fees and costs) incurred by the State in relation to any claim that any Work infringes a patent, copyright, trademark, trade secret, or any other intellectual property right. This provision shall survive the termination of the Agreement.

iv. Accessibility Indemnification

Local Agency shall be responsible for its own actions and for the actions of its own employees related to this Agreement. Local Agency shall also cause its Contractors, Consultants, and any Subcontractors to indemnify, save, hold harmless, and assume liability on behalf of the State, its officers, employees, agents and assignees (collectively the "Indemnified Parties"), for any and all costs, expenses, claims, damages, liabilities, court awards, attorney fees and related costs, and other amounts incurred by any of the Indemnified Parties in relation to Contractor, Consultant, and/or Subcontractor's noncompliance with §§24-85-101, et seq., C.R.S., or the Accessibility Standards for Individuals with a Disability as established by the Office of Information Technology pursuant to Section §24-85-103, C.R.S. State employees are considered third parties for the purposes of this section.

L. Accessibility

i. Local Agency shall comply with the Accessibility Standards for Individuals with a Disability, as adopted by the Office of Information Technology pursuant to C.R.S. §24-85-103

ii. The State may require that the Local Agency's compliance with the Accessibility Standards for Individuals with a Disability adopted by the Office of Information Technology pursuant to §24-85-103 C.R.S. is determined and tested by a qualified third party selected by the State. The State may ask the Local Agency to review the selection of the third party. Local Agency shall be responsible for all costs associated with the third-party vendor's assessment. If Local Agency is not in compliance as determined by the third-party vendor, at the State's request and at the State's direction, Local Agency shall promptly take all necessary actions to come into compliance using a State-approved vendor, at no additional cost to the State.

M. Compliance with State and Federal Law, Regulations and Executive Orders

Local Agency shall comply with all State and Federal law, regulations, executive orders, State and Federal Awarding Agency policies, procedures, directives, and reporting requirements at all times during the term of this Agreement.

## 20. COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-3)

These Special Provisions apply to all Agreements.

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

This Agreement shall not be valid until it has been approved by the Colorado State Controller or designee. If this Agreement is for a Major Information Technology Project, as defined in §24-37.5-102(19), C.R.S., then this Agreement shall not be valid until it has been approved by the State's Chief Information Officer or designee.

**B. FUND AVAILABILITY. §24-30-202(5.5) C.R.S., applicable Local Agency law, rule or regulation**

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

**C. GOVERNMENTAL IMMUNITY.**

Liability for claims for injuries to persons or property arising from the negligence of the Parties, its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, *et seq.,* C.R.S..; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, *et seq.* C.R.S. No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

**D. INDEPENDENT CONTRACTOR**

Local Agency shall perform its duties hereunder as an independent contractor and not as an employee. Neither Local Agency nor any agent or employee of Local Agency shall be deemed to be an agent or employee of the State. Local Agency shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. Local Agency and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Local Agency or any of its agents or employees. Local Agency shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Agreement. Local Agency shall (i) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (ii) provide proof thereof when requested by the State, and (iii) be solely responsible for its acts and those of its employees and agents.

**E. COMPLIANCE WITH LAW.**

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

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

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

**G. PROHIBITED TERMS.**

Any term included in this Agreement that requires the Parties to indemnify or hold the Parties harmless; requires the Parties to agree to binding arbitration; limits Parties' liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be void ab initio. Nothing in this Agreement shall be construed as a waiver of any provision of §24-106-109 C.R.S.

**H. SOFTWARE PIRACY PROHIBITION.**

State or other public funds payable under this Agreement shall not be used for the acquisition, operation, or maintenance of computer software in violation of Federal copyright laws or applicable licensing restrictions. Local Agency hereby certifies and warrants that, during the term of this Agreement and any extensions, Local Agency has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Local Agency is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Agreement, including, without limitation, immediate termination of this Agreement and any remedy consistent with Federal copyright laws or applicable licensing restrictions.

**I. EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST. §§24-18-201 and 24-50-507 C.R.S.**

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Agreement. Local Agency has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Local Agency's services and Local Agency shall not employ any person having such known interests.

**21. FEDERAL REQUIREMENTS**

Local Agency and/or their Contractors, Consultants, and Subcontractors shall at all times during the execution of this Agreement strictly adhere to, and comply with, all applicable Federal and State laws, and their implementing regulations, as they currently exist and may hereafter be amended. Certain exhibits reference Executive Orders (EO) that have been revoked and other revocations have been proposed but not yet finalized. By way of example this is a non-exhaustive list: Exhibit I, FHWA Form 1273, references EO 11246, which has been revoked. This EO is also referenced in other exhibits. Exhibit J, Additional Federal Requirements, Appendix E, references EO 12898, which has been revoked. Certain federal regulatory changes related to this revocation have been proposed but not yet

finalized. Similarly, EO 11375 (which had amended EO 11246) and EO 13166, are referenced in exhibits and have been revoked. A summary of applicable Federal provisions are attached hereto as **Exhibit F**, **Exhibit I**, **Exhibit J**, **Exhibit L, and Exhibit M** and are hereby incorporated by this reference. It is incumbent upon Local Agency and their Contractors, Consultants, and Subcontractors to stay up to date on all applicable Federal and State laws, and their implementing regulations, and EOs that have been or proposed to be revoked.

## 22. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

Local Agency will comply with all requirements of **Exhibit E** and **Exhibit G,** Local Agency Contract Administration Checklist, regarding DBE requirements for the Work.

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

# EXHIBIT A
## SCOPE OF WORK

Name of Project: Prairie & St Clair Imp
Project Number: SHO M086-106
SubAccount #: 27194

**General Description**

The local agency shall be responsible for the construction of intersection improvements at the intersection of Prairie Avenue and St. Clair Avenue, Project M086-106 (27194). The construction planned will consist of traffic signal upgrade, sidewalk, handicap ramps, and lighting.

By accepting funds for this Scope of Work, Local Agency acknowledges, understands, and accepts the continuing responsibility for the safety of the traveling public after initial acceptance of the project. **Local Agency is responsible for maintaining and operating the scope of work described in this Exhibit A constructed under this Agreement at its own cost and expense during its useful life.**

**THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK**

# EXHIBIT B

## SAMPLE IGA OPTION LETTER

| Date | State Fiscal Year | Option Letter No. |
|---|---|---|
| Project Code | | Original Agreement # |

Vendor Name:

Option to unilaterally add phasing to include Design, Construction, Environmental, Utilities, ROW incidentals or Miscellaneous and to update encumbrance amount(s).

Option to unilaterally transfer funds from one phase to another phase.

Option to unilaterally add phasing to include Design, Construction, Environmental, Utilities, ROW incidentals or Miscellaneous, to update encumbrance amount(s), and to unilaterally transfer funds from one phase to another phase.

Option to unilaterally extend the term of this Agreement and/or update a Work Phase Performance Period and/or modify OMB Guidance.

**Option A**

In accordance with the terms of the original Agreement between the State of Colorado, Department of Transportation and the Local Agency, the State hereby exercises the option to authorize the Local Agency to add a phase and to encumber funds for the phase based on changes in funding availability and authorization. The total encumbrance is (or increased) by $0.00. A new **Exhibit C-1** is made part of the original Agreement and replaces **Exhibit C**.

**Option B**

In accordance with the terms of the original Agreement between the State of Colorado, Department of Transportation and the Local Agency, the State hereby exercises the option to transfer funds based on variance in actual phase costs and original phase estimates. A new **Exhibit C-1** is made part of the original Agreement and replaces **Exhibit C**.

**Option C**

In accordance with the terms of the original Agreement between the State of Colorado, Department of Transportation and the Local Agency, the State hereby exercises the option to 1) release the Local Agency to begin a phase; 2) to encumber funds for the phase based upon changes in funding availability and authorization; and 3) to transfer funds from phases based on variance in actual phase costs and original phase estimates. A new **Exhibit C-1** is made part of the original Agreement and replaces **Exhibit C**.

**Option D**

In accordance with the terms of the original Agreement between the State of Colorado, Department of Transportation and the Local Agency, the State hereby exercises the option extend the term of this Agreement and/or update a Work Phase Performance Period and/or modify information required under the OMB Uniform Guidance, as outlined in **Exhibit C**. This is made part of the original Agreement and replaces the Expiration Date shown on the Signature and Cover Page. Any updated version of **Exhibit C** shall be attached to any executed Option Letter as **Exhibit C-1** (with subsequent exhibits labeled **C-2**, **C-3**, etc.).

The effective date of this option letter is upon approval of the State Controller or delegate.

**STATE OF COLORADO**
**Jared S. Polis**
**Department of Transportation**

By: _____
Keith Stefanik, P.E., Chief Engineer
(For) Shoshana M. Lew, Executive Director

Date: _____

**ALL AGREEMENTS MUST BE APPROVED BY THE STATE CONTROLLER**

**CRS §24-30-202 requires the State Controller to approve all State Agreements. This Agreement is not valid until signed and dated below by the State Controller or delegate. Contractor is not authorized to begin performance until such time. If the Local Agency begins performing prior thereto, the State of Colorado is not obligated to pay the Local Agency for such performance or for any goods and/or services provided hereunder.**

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

By: _____
Colorado Department of Transportation

Date: _____

# EXHIBIT C - FUNDING PROVISIONS

**City of Pueblo # SHO M086-106 (27194)**

**A. Cost of Work Estimate**

The Local Agency has estimated the total cost of the Work to be $690,000.00, which is to be funded as follows:

**1. FUNDING**

| | |
|---|---|
| a. Federal Funds (90% of HLZ Award) | $621,000.00 |
| b. Local Agency Funds (10% of HLZ Award) | $69,000.00 |
| **TOTAL FUNDS ALL SOURCES** | **$690,000.00** |

**2. OMB UNIFORM GUIDANCE**

| | | |
|---|---|---|
| a. | Federal Award Identification Number (FAIN): | TBD |
| b. | Name of Federal Awarding Agency: | FHWA |
| c. | Local Agency Unique Entity Identifier | NJK3BNUDRHJ7 |
| d. | Assistance Listing # | |
| | Highway Planning and Construction | ALN 20.205 |
| | Highway Safety Improvement Program | ALN 20.272 |
| e. | Is the Award for R&D? | No |
| f. | Indirect Cost Rate (if applicable) | N/A |
| g. | Amount of Federal Funds Obligated by this Action: | $0.00 |
| h. | Amount of Federal Funds Obligated to Date (including this Action): | $0.00 |

**3. ESTIMATED PAYMENT TO LOCAL AGENCY**

| | | |
|---|---|---|
| a. | Federal Funds Budgeted | $621,000.00 |
| b. | Less Estimated Federal Share of CDOT-Incurred Costs | $0.00 |

| | | |
|---|---|---|
| **TOTAL ESTIMATED PAYMENT TO LOCAL AGENCY** | **90%** | **$621,000.00** |
| **TOTAL ESTIMATED FUNDING BY LOCAL AGENCY** | **10%** | **$69,000.00** |
| **TOTAL PROJECT ESTIMATED FUNDING** | **100.00%** | **$690,000.00** |

**4. FOR CDOT ENCUMBRANCE PURPOSES**

| | | |
|---|---|---|
| a. | Total Encumbrance Amount (Federal funds + Local Agency funds) | $690,000.00 |
| b. | Less ROW Acquisition 3111 and/or ROW Relocation 3109 | $0.00 |
| **NET TO BE ENCUMBERED BY CDOT IS AS FOLLOWS** | | **$690,000.00** |

Note: No funds are currently available. Design and Construction funds will become available after execution of an Option letter (Exhibit B) or formal Amendment.

| | | |
|---|---|---|
| Design 3020<br>WBS Element 27194.10.30 | Performance Period Start*/End Date<br>TBD-TBD | $0.00 |
| Const. 3301<br>WBS Element 27194.20.10 | Performance Period Start*/End Date<br>TBD-TBD | $0.00 |

*The Local Agency should not begin work until all three (3) of the following are in place: 1) Phase Performance Period Start Date; 2) the execution of the document encumbering funds for the respective phase; and 3) Local Agency receipt of the official Notice to Proceed. Any work performed before these three (3) milestones are achieved will not be reimbursable.

**B. Funding Ratios**

The funding ratio for the Federal funds for this Work is 90% Federal funds to 10% Local Agency funds, and this ratio applies only to the $690,000.00 that is eligible for Federal funding. All other costs are borne by the Local Agency at 100%. If the total cost of performance of the Work exceeds $690,000.00, and additional Federal funds are not available, the Local Agency shall pay all such excess costs. If the total cost of performance of the Work is less than $690,000.00, then the amounts of Local Agency and Federal funds will be decreased in accordance with the funding ratio described in **A1**. **This applies to the entire scope of Work.**

**C. Maximum Amount Payable**

The maximum amount payable to the Local Agency under this Agreement shall be $621,000.00. For CDOT accounting purposes, the Federal funds of $621,000.00 and the Local Agency funds of $69,000.00 will be encumbered for a total encumbrance of $690,000.00. The total budget of this funding source is $690,000.00, unless this amount is increased by an executed amendment before any increased cost is incurred. The total cost of the Work is the best estimate available, based on the design data as approved at the time of execution of this Agreement, and that any cost is subject to revisions agreed to by the parties prior to bid and award. **This applies to the entire scope of Work.**

**D. Single Audit Act Amendment**

All state and local government and non-profit organizations receiving $1,000,000 or more from all funding sources defined as Federal Financial Assistance for Single Audit Act Amendment purposes shall comply with the audit requirements of 2 CFR part 200, subpart F (Audit Requirements). The Single Audit Act Amendment requirements applicable to the Local Agency receiving Federal funds are as follows:

i. **Expenditure less than $1,000,000**
If the Local Agency expends less than $1,000,000 in Federal funds (all Federal sources, not just Highway funds) in its fiscal year then this requirement does not apply.

ii. **Expenditure of $1,000,000 or more-Highway Funds Only**
If the Local Agency expends $1,000,000 or more, in Federal funds, but only received Federal Highway funds then a program specific audit shall be performed. This audit will examine the “financial” procedures and processes for this program area.

iii. **Expenditure of $1,000,000 or more-Multiple Funding Sources**
If the Local Agency expends $1,000,000 or more in Federal funds, and the

Federal funds are from multiple sources (FTA, HUD, NPS, etc.) then the Single Audit Act applies, which is an audit on the entire organization/entity.

**iv. Independent CPA**

Single Audit shall only be conducted by an independent CPA, not by an auditor on staff. An audit is an allowable direct or indirect cost.

# EXHIBIT D

## LOCAL AGENCY RESOLUTION (IF APPLICABLE)

# Exhibit E
# Colorado Department of Transportation
# Local Agency Contract Administration Checklist

| Project Number | STIP Number | Project Code | Region |
|---|---|---|---|
| SHO M086-106 | SR26644.120 | 27194 | 02 |

| Project Location | Date |
|---|---|
| Prairie Avenue and St. Clair Avenue | 09/16/2025 |

Project Description

Intersection Improvements at Prairie and St. Clair Avenue

| Local Agency | Local Agency Project Manager |
|---|---|
| City of Pueblo | Kelly Grisham |

| CDOT Resident Engineer | CDOT Project Manager |
|---|---|
| Lachelle Davis | Matt Pettit |

## Instructions:

This checklist shall be used to establish the contractual administrative responsibilities of the individual parties to this agreement. The checklist becomes an attachment to the Local Agency Agreement. Section numbers (No.) correspond to the applicable chapters of the CDOT Local Agency Manual (formerly referred to as the Local Agency Desk Reference). Local Agency Web Resource (LAWR) numbers correspond to the applicable flowchart in the Local Agency Web Resource.

The checklist shall be prepared by placing an X under the responsible party, opposite each of the tasks. The X denotes the party responsible for initiating and executing the task. It is preferred that only one responsible party be selected, however a number of items may have both parties selected based on judgement. When neither CDOT nor the Local Agency is responsible for a task, not applicable (N/A) shall be marked. In addition, # will be marked to denote that CDOT must concur or approve.

The Regions, in accordance with established policies and procedures, will determine who will perform tasks that are the responsibility of CDOT.

The checklist shall be prepared by the CDOT Resident Engineer or the CDOT Project Manager, in cooperation with the Local Agency Project Manager, and submitted to the Region Program Engineer. If contract administration responsibilities change, the CDOT Resident Engineer, in cooperation with the Local Agency Project Manager, will prepare and distribute a revised checklist.

Note:

Failure to comply with applicable Federal and State requirements may result in the loss of Federal or State participation in funding.

## Acronyms:

Colorado Department of Transportation – CDOT

Disadvantaged Business Enterprise – DBE

Colorado Department of Transportation – CDOT

Disadvantaged Business Enterprise – DBE

Equal Employment Opportunity - EEO

Federal Highway Administration – FHWA

Field Inspection Review – FIR

Final Office Review – FOR

Hot Mix Asphalt – HMA

Independent Assurance Testing - IAT

Intergovernmental Agreement – IGA

Local Agency - LA

Local Agency Web Resource – LAWR

Not Applicable – N/A

Number – No.

On-The-Job - OJT

Plans, Specifications, and Estimate – PS&E

Professional Engineer - PE

Right-of-Way – ROW

Statewide Transportation Improvement Program - STIP

Transportation Improvement Program – TIP

Previous editions are obsolete and may not be used.

## TIP / STIP Long-Range Plans

| LAWR | No. | Description of Task | Responsible Party LA | CDOT |
|---|---|---|---|---|
| | 2.1 | Review Project to ensure it is consistent with Statewide Plan and amendments thereto | | X |

## Subrecipient Monitoring

| LAWR | No. | Description of Task | Responsible Party LA | CDOT |
|---|---|---|---|---|
| | 3.1 | Preparation of Subrecipient Monitoring Compliance Documents | | |
| | | • Subrecipient Determination Tool | | X |
| | | • Subrecipient Risk Assessment | X | X |
| | | • Subrecipient Notification Letter | | X |
| | | • Subrecipient Project Update Report (Formerly "Performance Report to CDOT") | X | |
| | | • CDOT Monitoring Report of Subrecipients (If applicable) | | X |

## Federal Funding Obligation and Authorization

| LAWR | No. | Description of Task | Responsible Party LA | CDOT |
|---|---|---|---|---|
| | 4.1 | Authorize funding by phases (Requires FHWA Concurrence if Federal-aid Highway funded project.). Please check N/A, if Not applicable. | | X |

## Project Development

| LAWR | No. | Description of Task | Responsible Party LA | CDOT |
|---|---|---|---|---|
| | 5.1 | Determine Delivery Method | | X |
| 1 | 5.2 | Prepare Design Data – CDOT Form 463 | | X |
| | 5.3 | Prepare Local Agency/CDOT Inter-Governmental Agreement (see also Chapter 3) | | X |
| 2 | 5.4 | Conduct Consultant Selection/Execute Consultant Agreement | | |
| | | • Project Development | X | |
| | | • Construction Contract Administration (including Fabrication Inspection Services) | X | |
| 3,3A | 5.5 | Conduct Design Scoping Review Meeting | X | |
| 3,6 | 5.6 | Conduct Public Involvement | X | |

| LAWR | No. | Description of Task | Responsible Party LA | CDOT |
|---|---|---|---|---|
| 3 | 5.7 | Conduct Field Inspection Review (FIR) | X | |
| 4 | 5.8 | Conduct Environmental Process (may require FHWA concurrence /involvement) | X | # |
| 5 | 5.9 | Acquire Right-of-Way (may require FHWA concurrence /involvement) | x | X |
| 3 | 5.10 | Obtain Utility and Railroad Agreements | X | # |
| 3 | 5.11 | Conduct Final Office Review (FOR) | X | |
| 3A | 5.12 | Justify Force Account Work by the Local Agency | X | |
| 3B | 5.13 | Justify Proprietary, Sole Source, or Local Agency Furnished Items | X | |
| 3 | 5.14 | Document Design Exceptions – CDOT Form 464 | X | |
| | 5.15 | Seek Permission for use of Guaranty and Warranty Clauses | X | |
| 3 | 5.18 | Prepare Plans, Specifications, Construction Cost Estimates and Submittals | X | # |
| | 5.19 | Comply with Requirements for Off-and On-System Bridges & Other Structural Work | x | # |
| | 5.20 | Update Approvals on PS&E Package if Project Schedule Delayed | X | |
| | 5.21 | Ensure Authorization of Funds for Construction | | X |
| | 5.22 | Use Electronic Signatures | X | X |
| | 5.23 | File Project Development Records/Documentation in ProjectWise (PW) | | X |

## Project Development Civil Rights and Labor Compliance

| LAWR | No. | Description of Task | Responsible Party LA | CDOT |
|---|---|---|---|---|
| 3 | 6.1 | Set Disadvantaged Business Enterprise (DBE) Goals for Consultant and Construction Contracts (CDOT Region Civil Rights Office) | | X |
| | 6.2 | Determine Applicability of Davis-Bacon Act<br>This project ☐ is ☑ is not exempt from Davis-Bacon Requirements as determined by the functional classification of the project location (Projects located on local roads and rural minor collectors may be exempt.) | | X |

| CDOT Resident Engineer | Date |
|---|---|
| Lachelle Davis | 09/16/2025 |

| LAWR | No. | Description of Task | Responsible Party LA | CDOT |
|---|---|---|---|---|
| | 6.3 | Set On-the-Job Training Goals (CDOT Region Civil Rights Office) "NA", if Not Applicable | | X |
| | 6.4 | Enforce Prompt Payment Requirements | X | # |
| | 6.5 | Use Electronic Tracking and Submission Systems B2Gnow ☑ LCPTracker ☑ | X | |
| 3 | 6.6 | Prepare/submit Title VI Plan and Incorporate Title VI Assurances | X | # |
| 6,7 | | Ensure the correct Federal Wage Decision, all required Disadvantaged Business Enterprise/On-the-Job Training Special provisions and FHWA Form 1273 are included in the Contract (CDOT Resident Engineer) | X | # |

## Advertise, Bid and Award of Construction Projects

Federal Project (use 7.1 series in Chapter 7) ☑
Non-Federal Project (Use 7.2 series in Chapter 7) ☐

| LAWR | No. | Description of Task | Responsible Party LA | CDOT |
|---|---|---|---|---|
| 6,7 | | Obtain Approval for Advertisement Period of Less Than Three Weeks | X | |
| 7 | | Advertise for Bids | X | |
| 7 | | Concurrence to Advertise | | X |
| 7 | | Distribute "Advertisement Set" of Plans and Specifications | X | |
| 7 | | Review Worksite & Plan Details w/ Prospective Bidders While Project is Under Advertisement | X | |
| 7 | | Open Bids | X | |
| 7 | | Process Bids for Compliance | | |
| | | Check CDOT Form 1415 – Commitment Confirmation when the Low bidder meets DBE goals. ("N/A" if Not Applicable) | | X |
| | | Evaluate CDOT Form 1416 – Good Faith Effort Report and determine if the Contractor has made a good faith effort when the low bidder does not meet DBE goals. ("N/A" if Not Applicable) | | X |
| | | Submit required documentation for CDOT award concurrence | X | |
| | | Concurrence from CDOT to Award | | X |
| | | Approve Rejection of Low Bidder | | X |
| 7,8 | | Award Contract (Federal) | | X |
| 8 | | Provide "Award" and "Record" Sets of Plans and Specifications (Federal) | X | |

| Construction Management | | | Responsible Party | |
|---|---|---|---|---|
| LAWR | No. | Description of Task | LA | CDOT |
| 8 | Intro | File Project Construction Records/Documentation in PW or as Directed | | X |
| 8 | 8.1 | Issue Notice to Proceed to the Contractor | X | # |
| 8 | 8.2 | Project Safety | X | |
| 8 | 8.3 | Conduct Conferences | | |
| | | • Preconstruction Conference (Appendix B) | X | |
| | | ○ Fabrication Inspection Notifications | X | |
| | | • Pre-Survey | X | |
| | | ○ Construction Staking | X | |
| | | ○ Monumentation | X | |
| | | • Partnering (Optional) | X | |
| | | • Structural Concrete Pre-Pour (Agenda is in the CDOT Construction Manual) | X | |
| | | • Concrete Pavement Pre-Paving (Agenda is in the CDOT Construction Manual) | X | |
| | | • HMA Pre-Paving (Agenda is in the CDOT Construction Manual) | X | |
| 8 | 8.4 | Develop and distribute Public Notice of Planned Construction to media and local residents | X | |
| 9 | 8.5 | Supervise Construction | | |
| | | A Professional Engineer (PE) registered in Colorado, who will be "in responsible charge of construction supervision" | X | |
| | | Local Agency Professional Engineer or CDOT Resident Engineer: Kelly Grisham — Phone Number: 719-553-2295 | | |
| | | Provide competent, experienced staff who will ensure the Contract work is constructed in accordance with the plans and specifications | X | |
| | | Construction inspection and documentation (including Projects with structures) | X | # |
| | | Fabrication Inspection and Documentation | X | |
| 9 | 8.6 | Review and Approve Shop Drawings | X | |
| 9 | 8.7 | Perform Traffic Control Inspections | X | |
| 9 | 8.8 | Perform Construction Surveying | X | |
| 9 | 8.9 | Monument Right-of-Way | X | |

| LAWR | No. | Description of Task | Responsible Party LA | CDOT |
|---|---|---|---|---|
| 9,9A | 8.10 | Prepare and Approve Interim and Final Contractor Pay Estimates. Collect and review CDOT Form 1418 (or equivalent) or use compliance software system. Provide the name and phone number of the person authorized for this task. | X | |

| Local Agency Representative | Phone Number |
|---|---|
| Kelly Grisham | 719-553-2295 |

| | | | | |
|---|---|---|---|---|
| 9 | 8.11 | Prepare and Approve Interim and Final Utility and Railroad Billings | X | |
| 9B | 8.12 | Prepare and Authorize Change Orders | X | # |
| 9B | 8.13 | Submit Change Order Package to CDOT | X | |
| 9A | 8.14 | Prepare Local Agency Reimbursement Requests | X | |
| 9 | 8.15 | Monitor Project Financial Status | X | |
| 9 | 8.16 | Prepare and Submit Monthly Progress Reports | X | |
| 9 | 8.17 | Resolve Contractor Claims and Disputes | X | |
| | 8.18 | Conduct Routine and Random Project Reviews. Provide the name and phone number of the person responsible for this task. | | X |

| CDOT Resident Engineer | Phone Number |
|---|---|
| Lachelle Davis | 719-595-9741 |

| | | | | |
|---|---|---|---|---|
| 9 | 8.19 | Ongoing Oversight of DBE Participation | X | |

## Materials

| LAWR | No. | Description of Task | Responsible Party LA | CDOT |
|---|---|---|---|---|
| 9,9C | 9.1 | Discuss Materials at Pre-Construction Meeting | X | |
| | | • Buy America documentation required prior to Installation of steel | X | # |
| | | • Buy America, Build America documentation required prior to installation of materials | X | # |

| LAWR | No. | Description of Task | Responsible Party LA | CDOT |
|---|---|---|---|---|
| 9,9C | 9.2 | Complete CDOT Form 250 – Materials Documentation Record | | |
| | | • Generate form, which includes determining the Minimum number of required tests and applicable Material submittals for all materials placed on the project | ☐ | X |
| | | • Update the form as work progresses | X | ☐ |
| | | • Complete and distribute form after work is completed | X | ☐ |
| 9C | 9.3 | Perform Project Acceptance Samples and Tests | X | ☐ |
| 9C | 9.4 | Perform Laboratory Acceptance Tests | X | ☐ |
| 9C | 9.6 | Accept Manufactured Products | X | ☐ |
| | | Inspection of structural components: | | |
| | | • Fabrication of structural steel and pre-stressed concrete structural components | X | ☐ |
| | | • Bridge modular expansion devices (0” to 6” or greater) | X | ☐ |
| | | • Fabrication of bearing devices | X | ☐ |
| 9C | 9.6 | Approve Sources of Materials | X | ☐ |
| 9C | 9.7 | Independent Assurance Testing (IAT) | | |
| | | Local Agency Procedures ☑ CDOT Procedures ☐ | | |
| | | • Generate IAT schedule | ☐ | X |
| | | • Schedule and provide notification | X | ☐ |
| | | • Conduct IAT | X | ☐ |
| 9C | 9.8 | Approve mix designs | | |
| | | • Concrete | X | ☐ |
| | | • Hot Mix Asphalt | X | ☐ |
| 9C | 9.9 | Check Final Materials Documentation | X | ☐ |
| 9C | 9.10 | Complete and Distribute Final Materials Documentation | X | ☐ |

## Construction Civil Rights and Labor Compliance

| LAWR | No. | Description of Task | Responsible Party LA | CDOT |
|---|---|---|---|---|
| 9 | 10.1 | Fulfill Project Bulletin Board and Pre-Construction Packet Requirements | X | ☐ |

Previous editions are obsolete and may not be used.

| LAWR | No. | Description of Task | Responsible Party LA | CDOT |
|---|---|---|---|---|
| 8,9 | 10.2 | Process CDOT Form 205 – Sublet Permit Application and CDOT Form 1425 – Supplier Application Approval Request. Review & sign completed forms, or review/approve in compliance software system, as applicable, & submit to Region Civil Rights Office. | X | # |
| 9 | 10.3 | Conduct Equal Employment Opportunity and Labor Compliance Verification Employee Interviews. Complete CDOT Form 280 | X | |
| 9 | 10.4 | Monitor Disadvantaged Business Enterprise Participation to Ensure Compliance with the "Commercially Useful Function" Requirements. | X | |
| 9 | 10.5 | Conduct Interviews when Project Utilizes On-the-Job Trainees. | | |
| | | • Complete CDOT Form 1337 – Contractor Commitment to Meet OJT Requirements. | X | |
| | | • Complete CDOT Form 838 – OJT Trainee / Apprentice Record. | X | |
| | | • Complete CDOT Form 200 – OJT Training Questionnaire. | X | |
| 9 | 10.6 | Check Certified Payrolls (Contact the Region Civil Rights Office for training requirements) | X | |
| 9 | 10.7 | Submit FHWA Form 1391 – Highway Construction Contractor's Annual EEO Report | X | |
| | 10.8 | Contract Compliance and Project Site Reviews | | X |

## Finals

| LAWR | No. | Description of Task | Responsible Party LA | CDOT |
|---|---|---|---|---|
| | 11.1 | Conduct Final Project Inspection & Final Inspection of Structures, if applicable | | X |
| 10 | 11.2 | Write Final Project Acceptance Letter | X | |
| 10 | 11.3 | Advertise for Final Settlement | X | |
| 11 | 11.4 | Prepare and Distribute Final As-Constructed Plans | X | |
| 11 | 11.5 | Prepare EEO Certification and Collect EEO Forms | X | |
| 11 | 11.6 | Check Final Quantities, Plans, and Pay Estimate; Check Project Documentation; and submit Final Certifications | X | |
| 11 | 11.7 | Check Material Documentation and Accept Final Material Certification (See Chapter 9) | | X |
| | 11.8 | Review CDOT Form 1419 | | X |
| | 11.9 | Submit CDOT Professional Services Closeout Report Form | X | |

Previous editions are obsolete and may not be used.

| LAWR | No. | Description of Task | Responsible Party LA | CDOT |
|---|---|---|---|---|
| | 11.10 | Complete and Submit CDOT Form 1212 LA – Final Acceptance Report (by CDOT) | | X |
| 11 | 11.11 | Process Final Payment | X | |
| | 11.12 | Close out Local Project | X | |
| | 11.13 | Complete and Submit CDOT Form 950 – Project Closure | | X |
| 11 | 11.14 | Retain Project Records | X | X |
| 11 | 11.15 | Retain Final Version of Local Agency Contract Administration Checklist | X | X |

Cc: CDOT Resident Engineer/Project Manager
CDOT Region Program Engineer
CDOT Region Civil Rights Office
CDOT Region Materials Engineer
CDOT Contracts and Market Analysis Branch
Local Agency Project Manager

# EXHIBIT F

## CERTIFICATION FOR FEDERAL-AID CONTRACTS

The Local Agency certifies, by signing this Agreement, to the best of its knowledge and belief, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, Agreement, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer of Congress, or an employee of a Member of Congress in connection with this Federal contract, Agreement, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such sub- recipients shall certify and disclose accordingly.

# EXHIBIT G

## DISADVANTAGED BUSINESS ENTERPRISES

SECTION 1. Policy

It is the policy of the Colorado Department of Transportation (CDOT) that Disadvantaged Business Enterprises (DBEs) shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement, pursuant to 49 CFR Part 26. Accordingly, CDOT's federally approved DBE Program Plan shall apply to this agreement.

SECTION 2. Subrecipient and Participant Obligation.

The Local Agency and its subrecipients agrees to ensure that DBEs certified through the Colorado Unified Certification Program have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement.

All participants on contracts and subcontracts financed in whole or in part with Federal funds provided under this Agreement shall take all necessary and reasonable steps in accordance with the CDOT's federally approved DBE Program Plan to ensure that DBEs have the maximum opportunity to compete for and perform contracts.

Local Agency subrecipients and their contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of CDOT and federally assisted contracts.

SECTION 3. DBE Program.

The Local Agency subrecipient shall be responsible for complying with CDOT's FHWA-approved DBE Program Plan.

Local Agency requirements can be found at:

https://www.codot.gov/business/civilrights

# EXHIBIT H

## LOCAL AGENCY PROCEDURES FOR CONSULTANT SERVICES

Title 23 Code of Federal Regulations (CFR) Part 172 applies to a federally funded Local Agency project agreement administered by CDOT that involves professional consultant services. 23 CFR 172.1 states "The requirements herein apply to federally funded contracts for engineering and design related services for projects subject to the provisions of 23 U.S.C. 112(a) (related to construction) and are issued to ensure that a qualified consultant is obtained through an equitable qualifications-based selection procurement process, that prescribed work is properly accomplished in a timely manner, and at fair and reasonable cost." Additionally, 23 CFR 172.7(a)(1)(iii)(C) states "In-State or local preference shall not be used as a factor in the evaluation, ranking and selection phase." Therefore, local agencies must comply with these CFR requirements when obtaining professional consultant services under a federally funded consultant contract administered by CDOT.

CDOT has formulated its procedures in Procedural Directive (P.D.) 400.1 and the related manual titled "Obtaining Professional Consultant Services". This directive and manual incorporate requirements from both Federal and State regulations, i.e., 23 CFR 172 and CRS §24-30-1401 et seq. Copies of the directive and the manual may be obtained upon request from CDOT's Engineering Contract Services Unit. [Local agencies should have their own written procedures on file for each method of procurement that addresses the items in 23 CFR 172].

Because the procedures and laws described in the Procedural Directive and the manual are quite lengthy, the subsequent steps serve as a short-hand guide to CDOT procedures that a Local Agency must follow in obtaining professional consultant services. This guidance follows the format of 23 CFR 172. The steps are:

1. The contracting Local Agency shall document the need for obtaining professional services.
2. Prior to solicitation for consultant services, the contracting Local Agency shall develop a detailed scope of work and a list of evaluation factors and their relative importance. The evaluation factors are those identified in C.R.S. 24-30-1403. Also, a detailed cost estimate should be prepared for use during negotiations.
3. The contracting agency must advertise for contracts in conformity with the requirements of C.R.S. 24-30- 1405. The public notice period, when such notice is required, is a minimum of 15 days prior to the selection of the three most qualified firms and the advertising should be done in one or more daily newspapers of general circulation.
4. The Local Agency shall not advertise any federal aid contract without prior review by the CDOT Regional Civil Rights Office (RCRO) to determine whether the contract shall be subject to a DBE contract goal. If the RCRO determines a goal is necessary, then the Local Agency shall include the goal and the applicable provisions within the advertisement. The Local

Agency shall not award a contract to any Contractor or Consultant without the confirmation by the CDOT Civil Rights and Business Resource Center that the Contractor or Consultant has demonstrated good faith efforts. The Local Agency shall work with the CDOT RCRO to ensure compliance with the established terms during the performance of the contract.

5. The Local Agency shall require that all contractors pay subcontractors for satisfactory performance of work no later than 30 days after the receipt of payment for that work from the contractor. For construction projects, this time period shall be reduced to seven days in accordance with Colorado Revised Statute 24-91-103(2). If the Local Agency withholds retainage from contractors and/or allows contractors to withhold retainage from subcontractors, such retainage provisions must comply with 49 CFR 26.29.

6. Payments to all Subconsultants shall be made within thirty days of receipt of payment from [the Local Agency] or no later than ninety days from the date of the submission of a complete invoice from the Subconsultant, whichever occurs first. If the Consultant has good cause to dispute an amount invoiced by a Subconsultant, the Consultant shall notify [the Local Agency] no later than the required date for payment. Such notification shall include the amount disputed and justification for the withholding. The Consultant shall maintain records of payment that show amounts paid to all Subconsultants. Good cause does not include the Consultant's failure to submit an invoice to the Local Agency or to deposit payments made.

7. The analysis and selection of the consultants shall be done in accordance with CRS §24-30-1403. This section of the regulation identifies the criteria to be used in the evaluation of CDOT pre-qualified prime consultants and their team. It also shows which criteria are used to short-list and to make a final selection.

   The short-list is based on the following evaluation factors:

   a. Qualifications,

   b. Approach to the Work,

   c. Ability to furnish professional services.

   d. Anticipated design concepts, and

   e. Alternative methods of approach for furnishing the professional services.

   Evaluation factors for final selection are the Consultant's:

   a. Abilities of their personnel,

   b. Past performance,

   c. Willingness to meet the time and budget requirement,

   d. Location,

   e. Current and projected work load,

f. Volume of previously awarded contracts, and

g. Involvement of minority consultants.

8. Once a consultant is selected, the Local Agency enters into negotiations with the consultant to obtain a fair and reasonable price for the anticipated work. Pre-negotiation audits are prepared for contracts expected to be greater than $50,000. Federal reimbursements for costs are limited to those costs allowable under the cost principles of 48 CFR 31. Fixed fees (profit) are determined with consideration given to size, complexity, duration, and degree of risk involved in the work. Profits are in the range of six (6) to 15 percent of the total direct and indirect costs.

9. A qualified Local Agency employee shall be responsible and in charge of the Work to ensure that the work being pursued is complete, accurate, and consistent with the terms, conditions, and specifications of the contract. At the end of Work, the Local Agency prepares a performance evaluation (a CDOT form is available) on the consultant.

CRS §§24-30-1401 THROUGH 24-30-1408, 23 CFR PART 172, AND P.D. 400.1, PROVIDE ADDITIONAL DETAILS FOR COMPLYING WITH THE PRECEEDING NINE (9) STEPS.

# EXHIBIT I

**REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS**

I. General
II. Nondiscrimination
III. Non-segregated Facilities
IV. Davis-Bacon and Related Act Provisions
V. Contract Work Hours and Safety Standards Act Provisions
VI. Subletting or Assigning the Contract
VII. Safety: Accident Prevention
VIII. False Statements Concerning Highway Projects
IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
XI. Certification Regarding Use of Contract Funds for Lobbying
XII. Use of United States-Flag Vessels:

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

## I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

## II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding $10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

**1. Equal Employment Opportunity:** Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (*see* 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

**2. EEO Officer:** The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

**3. Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

**4. Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

**5. Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

**6. Training and Promotion:**

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

**7. Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

**8. Reasonable Accommodation for Applicants / Employees with Disabilities:** The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

**9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

**10. Assurances Required:**

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:
(1) Withholding monthly progress payments;
(2) Assessing sanctions;
(3) Liquidated damages; and/or
(4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

**11. Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

**III. NONSEGREGATED FACILITIES**

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than $10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

**IV. DAVIS-BACON AND RELATED ACT PROVISIONS**

This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 “Contract provisions and related matters” with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

**1. Minimum wages** (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided,* That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH–1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

(ii) The classification is used in the area by the construction industry; and

(iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

c. *Conformance.* (1) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is used in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to *DBAconformance@dol.gov*. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(4) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to *DBAconformance@dol.gov*, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

d. *Fringe benefits not expressed as an hourly rate.* Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

e. *Unfunded plans.* If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided,* That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in § 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

f. *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

**2. Withholding** (29 CFR 5.5)

a. *Withholding requirements.* The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph

2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its reprocurement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

**3. Records and certified payrolls** (29 CFR 5.5)

a. *Basic record requirements* (1) *Length of record retention.* All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(2) *Information required.* Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(3) *Additional records relating to fringe benefits.* Whenever the Secretary of Labor has found under paragraph 1.e. of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(4) *Additional records relating to apprenticeship.* Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

b. *Certified payroll requirements* (1) *Frequency and method of submission.* The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(2) *Information required.* The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker ( *e.g.,* the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH–347 or in any other format desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division website at *https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347/.pdf* or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

(3) *Statement of Compliance.* Each certified payroll submitted must be accompanied by a “Statement of Compliance,” signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

(ii) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3; and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(4) *Use of Optional Form WH–347.* The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 will satisfy the requirement for submission of the “Statement of Compliance” required by paragraph 3.b.(3) of this section.

(5) *Signature.* The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification.* The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.

(7) *Length of certified payroll retention.* The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents.* The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access* (1) *Required record disclosures and access to workers.* The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements.* If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures.* Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

**4. Apprentices and equal employment opportunity** (29 CFR 5.5)

a. *Apprentices* (1) *Rate of pay.* Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) *Fringe benefits.* Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(3) *Apprenticeship ratio.* The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates.* Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity.* The use of apprentices and journeyworkers under this part must be in conformity with

the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

c. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeyworkers shall not be greater than permitted by the terms of the particular program.

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

**6. Subcontracts**. The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 29 CFR 5.5.

**7. Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**8. Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

**9. Disputes concerning labor standards.** As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

**10. Certification of eligibility**. a. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of 40 U.S.C. 3144(b) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or § 5.12(a).

c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, 18 U.S.C. 1001.

**11. Anti-retaliation**. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or 29 CFR part 1 or 3; or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or 29 CFR part 1 or 3.

## V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchpersons and guards.

**1. Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

**2. Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or

mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1. of this section.

* $31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

**3. Withholding for unpaid wages and liquidated damages**

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its reprocurement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

**4. Subcontracts.** The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

**5. Anti-retaliation.** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

d. Informing any other person about their rights under CWHSSA or this part.

**VI. SUBLETTING OR ASSIGNING THE CONTRACT**

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term “perform work with its own organization” in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

**VII. SAFETY: ACCIDENT PREVENTION**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

**VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

**IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT** (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of $150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

**X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1**. Instructions for Certification – First Tier Participants:**

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. “First Tier Covered Transactions” refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

* * * * *

**2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:**

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

* * * * *

3. **Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. “First Tier Covered Transactions” refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily

excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

* * * * *

**4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:**

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

* * * * *

**XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

**XII. USE OF UNITED STATES-FLAG VESSELS:**

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, ‘on-board’ commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS** (23 CFR 633, Subpart B, Appendix B)
This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

# EXHIBIT J

## ADDITIONAL FEDERAL REQUIREMENTS

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

**Executive Order 11246**

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

**Copeland "Anti-Kickback" Act**

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

**Davis-Bacon Act**

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

**Contract Work Hours and Safety Standards Act**

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

**Clean Air Act**

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

**Energy Policy and Conservation Act**

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

**Uniform Guidance**

Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Title 2 Code of the Federal Regulations Part 200), which supersedes requirements from OMB Circulars A-21, A-87, A-110, and A-122, OMB Circulars A-89, A-102, and A- 133, and the guidance in Circular A-50 on Single Audit Act follow-up. The terms and conditions of the Uniform Guidance flow down to Awards to Subrecipients unless the Uniform Guidance or the terms and conditions of the Federal Award specifically indicate otherwise.

**Hatch Act**

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

**Nondiscrimination**

The Local Agency shall not exclude from participation in, deny the benefits of, or subject to discrimination any person in the United States on the ground of race, color national origin, sex, age or disability. Prior to the receipt of any Federal financial assistance from CDOT, the Local Agency shall execute the attached Standard DOT Title VI assurance. As appropriate, the Local Agency shall include Appendix A, B, or C to the Standard DOT Title VI assurance in any contract utilizing federal funds, land, or other aid. The Local Agency shall also include the following in all contract advertisements:

> *The [Local Agency], in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (79 Stat. 252, 42 US.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, DBEs will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for any award.*

**ADA**

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

**Uniform Relocation Assistance and Real Property Acquisition Policies Act**

The Uniform Relocation Assistance and Real Property Acquisition Policies Act, as amended (Public Law 91- 646, as amended and Public Law 100-17, 101 Stat. 246-256). (If the contractor is acquiring real property and displacing households or businesses in the performance of the Agreement).

**Drug-Free Workplace Act**

The Drug-Free Workplace Act (Public Law 100-690 Title V, subtitle D, 41 USC 701 et seq.).

**Age Discrimination Act of 1975**

The Age Discrimination Act of 1975, 42 U.S.C. Sections 6101 et. seq. and its implementing regulation, 45

C.F.R. Part 91; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794, as amended, and implementing regulation 45 C.F.R. Part 84.

**23 C.F.R. Part 172**

23 C.F.R. Part 172, concerning "Administration of Engineering and Design Related Contracts".

**23 C.F.R Part 633**

23 C.F.R Part 633, concerning "Required Contract Provisions for Federal-Aid Construction Contracts".

**23 C.F.R. Part 635**

23 C.F.R. Part 635, concerning "Construction and Maintenance Provisions".

**Title VI of the Civil Rights Act of 1964 and 162(a) of the Federal Aid Highway Act of 1973**

Title VI of the Civil Rights Act of 1964 and 162(a) of the Federal Aid Highway Act of 1973. The requirements for which are shown in the Nondiscrimination Provisions, which are attached hereto and made a part hereof.

**Nondiscrimination Provisions:**

In compliance with Title VI of the Civil Rights Act of 1964 and with Section 162(a) of the Federal Aid Highway Act of 1973, the Contractor, for itself, its assignees, and successors in interest, agree as follows:

**i. Compliance with Regulations**

The Contractor will comply with the Regulations of the Department of Transportation relative to nondiscrimination in Federally assisted programs of the Department of

Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this Agreement.

**ii. Nondiscrimination**

The Contractor, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the ground of race, color, sex, mental or physical handicap or national origin in the selection and retention of Subcontractors, including procurement of materials and leases of equipment. The Contractor will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix C of the Regulations.

**iii. Solicitations for Subcontracts, Including Procurement of Materials and Equipment**

In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurement of materials or equipment, each potential Subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Agreement and the Regulations relative to nondiscrimination on the ground of race, color, sex, mental or physical handicap or national origin.

**iv. Information and Reports**

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

**v. Sanctions for Noncompliance**

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

**Incorporation of Provisions §22**

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

**Assurances for Local Agencies**

**DOT Order No. 1050.2A**

The [Local Agency] (herein referred to as the "Recipient"), **HEREBY AGREES THAT**, as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation (DOT), through the Colorado Department of Transportation and the Federal Highway Administration (FHWA), Federal Transit Administration (FTA), and Federal Aviation Administration (FAA), is subject to and will comply with the following:

**Statutory/Regulatory Authorities**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 C.F.R. Part 21 (entitled Non-discrimination In Federally-Assisted Programs Of The Department Of Transportation-Effectuation Of Title VI Of The Civil Rights Act Of 1964);
- 28 C.F.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);

The preceding statutory and regulatory cites hereinafter are referred to as the "Acts" and "Regulations," respectively.

**General Assurances**

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

> *"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, "for which the Recipient receives Federal financial assistance from DOT, including the FHWA, FTA, or FAA.*

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Non-discrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these non- discrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

**Specific Assurances**

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted FHWA, FTA, and FAA assisted programs:

1. The Recipient agrees that each "activity," "facility," or "program," as defined in §§ 21.23(b) and 21.23(e) of 49 C.F.R. § 21 will be (with regard to an "activity") facilitated or will be (with regard to a "facility") operated or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
2. The Recipient will insert the following notification in all solicitations for bids, Requests for Proposals for work, or material subject to the Acts and the Regulations made in connection with all FHWA, FTA and FAA programs and, in adapted form, in all proposals for negotiated agreements regardless of funding source:
3. "The [Local Agency] in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 US.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity

4. to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."
5. The Recipient will insert the clauses of Appendix A and E of this Assurance in every contract or agreement subject to the Acts and the Regulations.

6. The Recipient will insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.

7. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.

8. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.

9. That the Recipient will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:

    a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
    b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

10. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:

    a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
    b. the period during which the Recipient retains ownership or possession of the property.

11. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.

12. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the [Local Agency] also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing the FHWA, FTA, and FAA's access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by CDOT, FHWA, FTA, or FAA. You must keep records, reports, and submit the material for review

upon request to CDOT, FHWA, FTA, or FAA, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

[Local Agency] gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the FHWA, FTA, and FAA. This ASSURANCE is binding on [Local Agency], other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the FHWA, FTA, and FAA funded programs. The person(s) signing below is authorized to sign this ASSURANCE on behalf of the Recipient.

_____

(***Name of Recipient***)

by_____

(***Signature of Authorized Official***)

DATED_____

**APPENDIX A**

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

1. **Compliance with Regulations**: The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, FHWA, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

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

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment**: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

4. **Information and Reports**: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the [Local Agency], CDOT or FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the [Local Agency], CDOT or FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance**: In the event of a contractor's noncompliance with the non-discrimination provisions of this contract, the [Local Agency] will impose such contract sanctions as it, CDOT or FHWA may determine to be appropriate, including, but not limited to:

    a. withholding payments to the contractor under the contract until the contractor complies; and/or
    b. cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions**: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the [Local Agency], CDOT or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

## APPENDIX B

## CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW, THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the [Local Agency] will accept title to the lands and maintain the project constructed thereon in accordance with (***Name of Appropriate Legislative Authority***), the Regulations for the Administration of (***Name of Appropriate Program***), and the policies and procedures prescribed by the FHWA of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the [Local Agency] all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

**(HABENDUM CLAUSE)**

**TO HAVE AND TO HOLD** said lands and interests therein unto [Local Agency] and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the [Local Agency] its successors and assigns.

The [Local Agency], in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the [Local Agency] will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended [, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

**APPENDIX C**

**CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM**

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the [Local Agency] pursuant to the provisions of Assurance 7(a):

A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:

    1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, [Local Agency] will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued. *

C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the [Local Agency] will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the [Local Agency] and its assigns. *

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

**APPENDIX D**

**CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM**

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by [Local Agency] pursuant to the provisions of Assurance 7(b):

A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.

B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non- discrimination covenants, [Local Agency] will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued. *

C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, [Local Agency] will there upon revert to and vest in and become the absolute property of [Local Agency] of Transportation and its assigns. *

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

## 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 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601),(prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis 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 CFR 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 USC § 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 non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

COLORADO
Department of
Transportation

# Exhibit K

## CDOT SUBRECIPIENT RISK ASSESSMENT

Generate a pdf version for circulation to others by clicking the **Print to PDF** button below.

### Grantee Entity

**Entity Name (Subrecipient)** *

**Representative for this Self Assessment (Person Completing this Form)**

**Name** * **Email** *

**Chief Administrative Officer, Chief Financial Officer (CFO) or Equivalent**

**Name** * **Email** *

**Project Manager**

**Name** * **Email** *

### Project Details

**Name of Project / Program** *

**Project Number** * **Project Sub-Account Number** *

**Grant Program Awarded** *

**Estimated Award Period** *

### Risk Assessment

**Assessment Date** *

**CDOT Project Manager**

**Name** * **Email** * **Phone** *

Instructions: (See "Instructions" tab for more information)
1. All questions are required to be answered.
2. Utilize the "Comment" section below the last question for additional responses.
3. When complete, check the box at the bottom of the form to authorize.
4. Click the Submit button when ready to submit.
5. A copy of the responses will be emailed to the Assessor Email.

Note: Fields marked with * are required.

## Experience Assessment

**1. Is your entity new to operating or managing federal funds (has not done so within the past three years)?** *
○ Yes ○ No

**2.Is this funding program new for your entity (managed for less than three years)?** Examples of funding programs include CMAQ, TAP, STP-M, etc.*
○ Yes ○ No

**3.Does your staff assigned to the program have at least three full years of experience with this federal program?** *
○ Yes ○ No

## Monitoring/Audit Assessment

**4. Has your entity had an on-site project or grant review from an external entity (e.g., CDOT, FHWA) within the last three years?** *
○ Yes ○ No ○ N/A

**5a. Were there non-compliance issues in this prior review?** *
○ Yes ○ No ○ N/A

## Operation Assessment

**6. Does your entity have a time and effort reporting system in place to account for 100% of all employees' time, that can provide a breakdown of the actual time spent on each funded project?** *
○ Yes ○ No

## Financial Assessment

**7. Does your entity have an indirect cost rate that is approved and current?** *
◯ Yes ◯ No

**8. Is this grant/award 10% or more of your entity's overall funding?** *
◯ >10% ◯ <10%

**9. Has your entity returned lapsed* funds?**
*Funds "lapse" when they are no longer available for obligation. *
◯ Yes ◯ No ◯ N/A

**10. Has your entity had difficulty meeting local match requirements in the last three years?** *
◯ Yes ◯ No ◯ N/A

**11a. What is the total federal funding your entity has been awarded for the last federal fiscal year?** *

**11b. What is your entity's fiscal year end?** *

## Internal Control Assessment

**12. Has your entity had any significant changes in key personnel or accounting system(s) in the last year?** (e.g., Controller, Exec Director, Program Mgr, Accounting Mgr, etc.) *
◯ Yes ◯ No ◯ N/A

**13. Does your entity have financial procedures and controls in place to accommodate a federal-aid (or other federally funded) project?** *
◯ Yes ◯ No

**14. Does your accounting system identify the receipts and expenditures of program funds separately for each award?** *
◯ Yes ◯ No

**15. Will your accounting system provide for the recording of expenditures for each award by the budget cost categories shown in the approved budget?** *
◯ Yes ◯ No

**16. Does your agency have a review process for all expenditures that will ensure that all costs are reasonable, allowable and allocated correctly to each funding source?** *
◯ Yes ◯ No ◯ N/A

**17. How many total FTE perform accounting functions within your organization?** *
◯ >=6 ◯ 2 to 5 ◯ <2

## Impact Assessment

**18. For this upcoming federal award or in the immediate future, does your entity have any potential conflicts of interest* in accordance with applicable Federal awarding agency policy?** (*Any practices, activities or relationships that reasonably appear to be in conflict with the full performance of the Subrecipient's obligations to the State.)*

○ Yes ○ No

**19. For this award, has your entity disclosed to CDOT, in writing, violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the award?**

Select **Yes** if one or more violation(s) and have either disclosed previously to CDOT or as part of this form.

Select **No** if one or more violation(s) and have not disclosed previously or will not disclose as part of this form.

Select **N/A** if there are no violations.*

Yes No N/A

○ ○ ○

## Program Management Assessment

**20. Does your entity have a written process/procedure or certification statement approved by your governing board ensuring critical project personnel are capable of effectively managing Federal-aid (or other federally funded) projects?** *

Yes No N/A

**21. Does your entity have written procurement policies or certification statement for consultant selection approved by your governing board in compliance with 23 CFR 172*?**
(*The Brooks Act requires agencies to promote open competition by advertising, ranking, selecting, and negotiating contracts based on demonstrated competence and qualifications, at a fair and reasonable price.) *

Yes No N/A

**22a. Is your staff familiar with the relevant CDOT manuals and federal program requirements?***

Yes No N/A

**22b. Does your entity have a written policy or a certification statement approved by your governing board assuring federal-aid (or other federally funded) projects will receive adequate inspections?** *

Yes No N/A

**22c. Does your entity have a written process or a certification statement approved by your governing board assuring a contractor's work will be completed in conformance with approved plans and specifications?** *

Yes No N/A

**22d. Does your entity have a written policy or certification statement approved by your governing board assuring that materials installed on the projects are sampled and tested per approved processes.** *

Yes No N/A

**22e. Does your entity have a written policy or certification statement approved by your governing board assuring compliance with the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 and implementing regulations on federally funded projects?***

Yes No N/A

**Comments -** As needed, include the question number and provide comments related to the above questions.

**I have confirmed with the Chief Administrative Officer or Chief Financial Officer of this entity to certify that this information is true and correct.** *

## Instructions and Guide to the SUBRECIPIENT RISK ASSESSMENT (Self Assessment)

### Definitions

**GAAP:** Generally Accepted Accounting Principles

**GAAS:** Generally Accepted Auditing Standards

**GAGAS:** Generally Accepted Government Auditing Standards

**OMB:** Office of Management and Budget

### Using the Assessment:

The answers provided on this self-assessment questionnaire assist in the determination of a subrecipient's risk of noncompliance with State and Federal statutes, regulations and the terms and conditions of the subaward in compliance with 2 CFR §200.332 (b). Some questions require a simple yes, no, or N/A answer. However, additional information may be provided in the comments sections and should be included if the answer demonstrates that the subrecipient has internal controls in one area, but not throughout the process. For example: The subrecipient may describe a good process for determining allowability and reasonableness but not fully explain how the cost is allocated across funding sources. Additional explanation for each question is provided below.

*Assessment Reviewers*: If a question is not answered or the answer does not address the question asked, then select the appropriate column to calculate the highest risk rating for that category. If you receive an answer that does not fit into one of the drop-down choices, please contact the Internal Audit Division to discuss. ALL questions should be answered.

### Experience Assessment

**Q1. Previous Experience of Subrecipient with managing federal funds**
A subrecipient that has experience in managing federal funds has a lower risk of error (or non-compliance with federal requirements) than a subrecipient with little to no experience.

**Q2. Previous Experience of Subrecipient with funding program**
A subrecipient experienced in managing a particular federal funding program will have a lower risk of non-compliance than a subrecipient who is familiar with the funding program. Each funding program has specific guidance and regulations.

**Q3. Previous Experience of Staff with funding -program**
A subrecipient with staff that has little experience in managing a particular funding program has a higher risk of error than an entity with staff experienced with the funding program.

## Monitoring/Audit Assessment

**Q4. Recent Review**
A subrecipient who has not had a recent financial or program review is a higher risk since CDOT is not familiar with or had an opportunity to review their processes or if they comply with guidance and regulations.

**Q5. Non-compliance Issues in Prior Visit**
A subrecipient who has experienced non-compliance issues in the past will be assessed as a higher risk so the appropriate monitoring can occur to verify if the non-compliance issues can be mitigated.

## Operation Assessment

**Q6. Timesheet Maintenance**
§200.430 of the Supercircular requires salaries and wages to be based on records that accurately reflect the work performed. These records must reasonably reflect the total activity for which the employee is compensated by the non-Federal entity, not exceeding 100% of compensated activities.

## Financial Assessment

**Q7. Indirect Cost Rate**
Whether a non-Federal entity has an indirect cost rate or not, will not impact the overall risk rating on this form. However, if an indirect cost rate will be requested, the non-Federal entity must notify CDOT Audit so that the indirect cost rate can be reviewed and included in the Federal award.

**Q8. Size of Grant**
If the funds received from CDOT make up a substantial portion of the entity's overall funding, there is typically a higher risk to the funding if the entity were to have any financial issues.

**Q9. Lapsed Funds**
Funds "lapse" when they are no longer utilized or available for obligation. Funds lapse at the end of the applicable fiscal year, unless another date is provided by statute or contract. If a subrecipient has previously allowed funds to lapse they are considered higher risk.

**Q10. Local Match**
Difficulty in meeting local match requirements can affect project delivery and is indicative of higher risk.

**Q11. Total Federal Funds**
This information is important in deciding how much federal funding makes up the total funding sources for the entity. If an entity manages a small amount, the risk is higher that they will be unfamiliar with the fiscal requirements of accounting for the funds. "Total Federal Funds" includes funds for projects in which your entity administers/performs the work (i.e. construction projects), but not for funds that you pass-through to other entities.

## Internal Control Assessment

**Q12. Significant Changes in Key Personnel**
Significant changes in key personnel can increase the risk of non-compliance with federal requirements for that entity. For example, a new controller may not be familiar with subaward requirements, or a new executive director could make large changes in the entity that may increase their risk of consistent compliance.

**Q13. Financial Procedures and Controls**
Subrecipients with effective written procedures and financial controls, along with staff familiar with CDOT procedures and manuals, will have a lower risk of non-compliance with federal requirements.

**Q14. Receipts and Expenditures Separated per Each Award**
Subrecipients with accounting systems in which separate costs are maintained for each award reduce the risk that costs are ineligible due to being comingled and billed to multiple awards more than once.

**Q15. Recording of Expenditures by Budget Cost Categories**
Subrecipients with accounting systems that can track costs by award AND by the different types of costs allowed in the award (i.e. labor, sub-consultant/contractor, and materials) reduce the risk that costs are not allocable (see below).

**Q16. Reasonableness, allowability, allocability**
**Allowability** - Expenses charged to a grant must meet the following allowability criteria:
a) The costs must be reasonable.
b) The costs must be given consistent treatment through application of those generally accepted accounting principles appropriate to the circumstances.
c) The costs must conform to any limitations or exclusions set forth in the grant agreement or in the Federal Cost Principles.

**Allocability**:
Once allowability criteria have been met, the cost must be evaluated against the criterion of allocability. That is, the cost has been incurred solely to support or advance the work of a specific grant award. It also means the process of assigning a cost, or a group of costs, to one or more cost objectives, is in reasonable and realistic proportion to the benefit provided or other equitable relationship. A cost objective may be a major function of the agency, a particular service or project, a sponsored agreement, or indirect Cost activity. The process may entail assigning a cost(s) directly to a final cost objective or through one or more intermediate cost objectives.

**Reasonableness**:
The cost must be able to withstand public scrutiny. (i.e., objective individuals not affiliated with the institution would agree that a cost is appropriate on a grant award or as a component in its indirect cost proposal)

**Q17. Number of FTEs**
This is associated with the number (#) of individual grants and amount of funding the entity receives. If the entity only has a small # of grants, then a small # of FTE would generally suffice. However, if the entity has a large # of grants, but only a small # of accounting FTE, then there is a higher risk that the funds may not be accounted for correctly.

## Impact Assessment

**Q18. Conflicts of Interest**
A subrecipient with no or few conflicts of interest, demonstrates a greater understanding of federal requirements than a subrecipient with many conflicts. See 2 CFR §200.112. Under the Uniform Guidance, States (and subrecipients) have to disclose in writing any potential conflicts of interest.

**Q19. Violations of Federal Criminal Law**
A subrecipient with many violations of criminal law affecting the federal award, demonstrates a disregard for rules and requirements and is at an increased risk of non-compliance than a subrecipient with no or few violations. See 2 CFR §200.113.

## Program Management Assessment

Questions #20 - #22 on the Self-Assessment are applicable to construction projects and would not be suitable for use, for example, with planning projects. Cases in which the question does not apply, mark N/A.

**Q20. Critical Project Personnel**
If the local entity has a process for ensuring that critical project personnel are qualified to manage federal-aid (or other federally funded) projects, or provide certification statements to this effect, they are at less risk of non-compliance.

**Q21. Written Procurement Policies**
The procedures and laws a local entity must follow in obtaining professional consultant services are lengthy and complex. A local entity who has written procedures approved by the entity's governing board for staff or who certify that all laws will be followed is at less risk of non-compliance.

**Q22. Program Management Questions a - e**
These questions are intended to ensure an understanding of rules and regulations regarding federal-aid (or other federally funded) projects. A local entity must be able to demonstrate knowledge in these areas in order to be at low risk for non-compliance.

## General

**Update Risk Assessment**
The Subrecipient Risk Assessment is to assess the risk related to the subrecipient. It is required to be updated based upon the frequency identified in the Subrecipient Monitoring and Risk Assessment Manual.

# Exhibit L

2 C.F.R. Part 200

https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200

**Title 2 —Federal Financial Assistance**
**Subtitle A —Office of Management and Budget Guidance for Federal Financial Assistance**
**Chapter II —Office of Management and Budget Guidance**


**Part 200** Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

**Subpart A** Acronyms and Definitions

Acronyms

**§ 200.0** Acronyms.

**§ 200.1** Definitions.

**Subpart B** General Provisions

**§ 200.100** Purpose.

**§ 200.101** Applicability.

**§ 200.102** Exceptions.

**§ 200.103** Authorities.

**§ 200.104** Supersession.

**§ 200.105** Effect on other issuances.

**§ 200.106** Agency implementation.

**§ 200.107** OMB responsibilities.

**§ 200.108** Inquiries.

**§ 200.109** Review date.

**§ 200.110** Effective date.

**§ 200.111** English language.

**§ 200.112** Conflict of interest.

**§ 200.113** Mandatory disclosures.

**Subpart C** Pre-Federal Award Requirements and Contents of Federal Awards

**§ 200.200** Purpose.

**§ 200.201** Use of grants, cooperative agreements, fixed amount awards, and contracts.

**§ 200.202** Program planning and design.

**§ 200.203** Requirement to provide public notice of Federal financial assistance programs.

**§ 200.204** Notices of funding opportunities.

**§ 200.205** Federal agency review of merit of proposals.

**§ 200.206** Federal agency review of risk posed by applicants.

**§ 200.207** Standard application requirements.

**§ 200.208** Specific conditions.

**§ 200.209** Certifications and representations.

**§ 200.210** Pre-award costs.

**§ 200.211** Information contained in a Federal award.
**§ 200.212** Public access to Federal award information.
**§ 200.213** Reporting a determination that an applicant is not qualified for a Federal award.
**§ 200.214** Suspension and debarment.
**§ 200.215** Never contract with the enemy.
**§ 200.216** Prohibition on certain telecommunications and video surveillance equipment or services.
**§ 200.217** Whistleblower protections.
**Subpart D** Post Federal Award Requirements
**§ 200.300** Statutory and national policy requirements.
**§ 200.301** Performance measurement.
**§ 200.302** Financial management.
**§ 200.303** Internal controls.
**§ 200.304** Bonds.
**§ 200.305** Federal payment.
**§ 200.306** Cost sharing.
**§ 200.307** Program income.
**§ 200.308** Revision of budget and program plans.
**§ 200.309** Modifications to Period of Performance.
Property Standards
**§ 200.310** Insurance coverage.
**§ 200.311** Real property.
**§ 200.312** Federally owned and exempt property.
**§ 200.313** Equipment.
**§ 200.314** Supplies.
**§ 200.315** Intangible property.
**§ 200.316** Property trust relationship.
Procurement Standards
**§ 200.317** Procurements by States and Indian Tribes.
**§ 200.318** General procurement standards.
**§ 200.319** Competition.
**§ 200.320** Procurement methods.
**§ 200.321** Contracting with small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms.
**§ 200.322** Domestic preferences for procurements.
**§ 200.323** Procurement of recovered materials.
**§ 200.324** Contract cost and price.
**§ 200.325** Federal agency or pass-through entity review.
**§ 200.326** Bonding requirements.

**§ 200.327** Contract provisions.
Performance and Financial Monitoring and Reporting
**§ 200.328** Financial reporting.
**§ 200.329** Monitoring and reporting program performance.
**§ 200.330** Reporting on real property.
Subrecipient Monitoring and Management
**§ 200.331** Subrecipient and contractor determinations.
**§ 200.332** Requirements for pass-through entities.
**§ 200.333** Fixed amount subawards.
Record Retention and Access
**§ 200.334** Record retention requirements.
**§ 200.335** Requests for transfer of records.
**§ 200.336** Methods for collection, transmission, and storage of information.
**§ 200.337** Access to records.
**§ 200.338** Restrictions on public access to records.
Remedies for Noncompliance
**§ 200.339** Remedies for noncompliance.
**§ 200.340** Termination.
**§ 200.341** Notification of termination requirement.
**§ 200.342** Opportunities to object, hearings, and appeals.
**§ 200.343** Effects of suspension and termination.
Closeout
**§ 200.344** Closeout.
Post-Closeout Adjustments and Continuing Responsibilities
**§ 200.345** Post-closeout adjustments and continuing responsibilities.
Collection of Amounts Due
**§ 200.346** Collection of amounts due.
**Subpart E** Cost Principles
General Provisions
**§ 200.400** Policy guide.
**§ 200.401** Application.
Basic Considerations
**§ 200.402** Composition of costs.
**§ 200.403** Factors affecting allowability of costs.
**§ 200.404** Reasonable costs.
**§ 200.405** Allocable costs.
**§ 200.406** Applicable credits.
**§ 200.407** Prior written approval (prior approval).
**§ 200.408** Limitation on allowance of costs.

**§ 200.409** Special considerations.
**§ 200.410** Collection of unallowable costs.
**§ 200.411** Adjustment of previously negotiated indirect cost rates containing unallowable costs.
Direct and Indirect Costs
**§ 200.412** Classification of costs.
**§ 200.413** Direct costs.
**§ 200.414** Indirect costs.
**§ 200.415** Required certifications.
Special Considerations for States, Local Governments and Indian Tribes
**§ 200.416** Cost allocation plans and indirect cost proposals.
**§ 200.417** Interagency service.
**§ 200.418** Costs incurred by states and local governments.
**§ 200.419** Cost accounting standards.
General Provisions for Selected Items of Cost
**§ 200.420** Considerations for selected items of cost.
**§ 200.421** Advertising and public relations.
**§ 200.422** Advisory councils.
**§ 200.423** Alcoholic beverages.
**§ 200.424** Alumni activities.
**§ 200.425** Audit services.
**§ 200.426** Bad debts.
**§ 200.427** Bonding costs.
**§ 200.428** Collections of improper payments.
**§ 200.429** Commencement and convocation costs.
**§ 200.430** Compensation—personal services.
**§ 200.431** Compensation—fringe benefits.
**§ 200.432** Conferences.
**§ 200.433** Contingency provisions.
**§ 200.434** Contributions and donations.
**§ 200.435** Defense and prosecution of criminal and civil proceedings, claims, appeals and patent infringements.
**§ 200.436** Depreciation.
**§ 200.437** Employee health and welfare costs.
**§ 200.438** Entertainment and prizes.
**§ 200.439** Equipment and other capital expenditures.
**§ 200.440** Exchange rates.
**§ 200.441** Fines, penalties, damages and other settlements.

**§ 200.442** Fundraising and investment management costs.
**§ 200.443** Gains and losses on the disposition of depreciable assets.
**§ 200.444** General costs of government.
**§ 200.445** Goods or services for personal use.
**§ 200.446** Idle facilities and idle capacity.
**§ 200.447** Insurance and indemnification.
**§ 200.448** Intellectual property.
**§ 200.449** Interest.
**§ 200.450** Lobbying.
**§ 200.451** Losses on other awards or contracts.
**§ 200.452** Maintenance and repair costs.
**§ 200.453** Materials and supplies costs, including costs of computing devices.
**§ 200.454** Memberships, subscriptions, and professional activity costs.
**§ 200.455** Organization costs.
**§ 200.456** Participant support costs.
**§ 200.457** Plant and security costs.
**§ 200.458** Pre-award costs.
**§ 200.459** Professional service costs.
**§ 200.460** Proposal costs.
**§ 200.461** Publication and printing costs.
**§ 200.462** Rearrangement and reconversion costs.
**§ 200.463** Recruiting costs.
**§ 200.464** Relocation costs of employees.
**§ 200.465** Rental costs of real property and equipment.
**§ 200.466** Scholarships, student aid costs, and tuition remission.
**§ 200.467** Selling and marketing costs.
**§ 200.468** Specialized service facilities.
**§ 200.469** Student activity costs.
**§ 200.470** Taxes (including Value Added Tax).
**§ 200.471** Telecommunication and video surveillance costs.
**§ 200.472** Termination and standard closeout costs.
**§ 200.473** Training and education costs.
**§ 200.474** Transportation costs.
**§ 200.475** Travel costs.
**§ 200.476** Trustees.

**Subpart F** Audit Requirements

General
**§ 200.500** Purpose.
Audits
**§ 200.501** Audit requirements.
**§ 200.502** Basis for determining Federal awards expended.
**§ 200.503** Relation to other audit requirements.
**§ 200.504** Frequency of audits.
**§ 200.505** Remedies for audit noncompliance.
**§ 200.506** Audit costs.
**§ 200.507** Program-specific audits.
Auditees
**§ 200.508** Auditee responsibilities.
**§ 200.509** Auditor selection.
**§ 200.510** Financial statements.
**§ 200.511** Audit findings follow-up.
**§ 200.512** Report submission.
Federal Agencies
**§ 200.513** Responsibilities.
Auditors
**§ 200.514** Standards and scope of audit.
**§ 200.515** Audit reporting.
**§ 200.516** Audit findings.
**§ 200.517** Audit documentation.
**§ 200.518** Major program determination.
**§ 200.519** Criteria for Federal program risk.
**§ 200.520** Criteria for a low-risk auditee.
Management Decisions
**§ 200.521** Management decisions.

**Appendix I to Part 200**
Full Text of Notice of Funding Opportunity

**Appendix II to Part 200**
Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

**Appendix III to Part 200**
Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Institutions of Higher Education (IHEs)

**Appendix IV to Part 200**
Indirect (F&A) Costs Identification and Assignment, and Rate

Determination for Nonprofit Organizations

**Appendix V to Part 200**

State/Local Governmentwide Central Service Cost Allocation Plans

**Appendix VI to Part 200**

Public Assistance Cost Allocation Plans

**Appendix VII to Part 200**

States and Local Government and Indian Tribe Indirect Cost Proposals

**Appendix VIII to Part 200**

Nonprofit Organizations Exempted From Subpart E of Part 200

**Appendix IX to Part 200**

Hospital Cost Principles

**Appendix X to Part 200**

Data Collection Form

**Appendix XI to Part 200**

Compliance Supplement

**Appendix XII to Part 200**

Award Term and Condition for Recipient Integrity and Performance Matters

# Exhibit M
## Federal Treasury Provisions

**Reserved**

City of Pueblo PLACE

June 30, 2026

**Record No: E-26-3**

Elected Official Ethics Complaint

Status: Active

Submitted On: 6/30/2026

**Primary Location**

No location

**Owner**

No owner information

**Applicant**

Elvis Martinez

[redacted]

## Complainant Information

Please note that this form is considered a public document and may be released to the public by request pursuant to the Colorado Open Records Act.

**Your full name:***

Elvis Martinez

**Street Address:***

[redacted]

**City:***

Pueblo

**State:***

Co

**Zip Code:***

81003

**Email:***

[redacted]

**Phone Number:***

[redacted]

# Complaint Details

**Person against whom you are alleging the complaint:***

Mayor Heather Graham

Please select the alleged violation(s):

**Disclosed confidential information acquired in the course of his or her official duties in order to further substantially his or her financial interests. (PMC §1-9-4(a)(1))**

☐

**Accepted a gift of substantial value or a substantial economic benefit tantamount to a gift of substantial value. (PMC §1-9-4(a)(2))**

☑

**Date of disclosure:***

04/09/2026

**What is the value of the gift?***

$101.57

**What substantial economic benefit did they receive?***

Used the city credit card at Amazon for a custom neon sign for the Mayor's mix tape. The benefit is her acting in her acting as Mayor during the weekly podcast. Unnecessary use of funds for a neon sign that doesn't benefit the city nor benefit the tax payers.

**Disclosed information or records that are not available to the public, which were acquired in the course of his or her public office duties without a legal basis or court order. (PMC §1-9-6)**

☐

**Disclosed records or discussions of an executive session except pursuant to 24-6-402(2)(d.5)(II)(D), CRS. (PMC §1-9-6)**

☐

**Performed an official act directly and substantially affecting to its economic benefit a business or other undertaking in which he or she or his or her family has a substantial financial interest. (PMC §1-9-7(2))**

☐

**Performed an official act directly and substantially affecting to its economic benefit a business or other undertaking in which he or she is engaged as counsel, consultant, representative or agent. (PMC §1-9-7(2))**

☐

**Other violation of the Ethics Code**

☐

Please attach any supplemental evidence or additional pages of the complaint in the attachments section following.

I do hereby swear or affirm that the statements made here and attached hereto are true and accurate to the best of my knowledge.

**By clicking to submit your digital signature, you agree that your electronic signatures appearing in this document are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility. If you would like to sign this document manually, please contact the City Clerk's office at 719-553-2669. ***

Elvis Martinez
Jun 30, 2026

## Attachments

## Record Activity

| | |
|---|---|
| Elvis Martinez started a draft Record | 06/30/2026 at 1:56 pm |

| | |
|---|---|
| Elvis Martinez submitted Record E-26-3 | 06/30/2026 at 2:29 pm |
| OpenGov system altered approval step City Clerk Review, changed status from Inactive to Active on Record E-26-3 | 06/30/2026 at 2:29 pm |
| OpenGov system assigned approval step City Clerk Review to Clyde Bishop on Record E-26-3 | 06/30/2026 at 2:29 pm |

## Timeline

| Label | Activated | Completed | Assignee | Due Date | Status |
|---|---|---|---|---|---|
| City Clerk Review | 6/30/2026, 2:29:16 PM | - | Clyde Bishop | - | Active |

## Clyde Bishop

**From:** Elvis Martinez [redacted]
**Sent:** Wednesday, July 1, 2026 11:47 AM
**To:** Clerk Alias
**Subject:** [External]

External email. Please use caution.

amazon.com

Final Details for Order #114-8149471-0884233

**Order Placed:** April 9, 2026
**Amazon.com order number:** 114-8149471-0884233
**Order Total:** $101.57

**Shipped on April 11, 2026**

| Items Ordered | Price |
|---|---|
| 1 of: *Custom Neon Signs, Customizable LED Light Sign for Wedding Bedroom Wall Decor Personalized Light up Name Sign for Weddin g,Birthday Party,Bar,Company Logo Business Pink Wall Decoration* Sold by and invoiced on behalf of: Mautainyou (seller profile) Condition: New | $126.96 |

**Shipping Address:**
Tracey Sample
1 CITY HALL PL
PUEBLO, CO 81003-4201
United States

**Shipping Speed:**
Standard Shipping

| | |
|---|---|
| Item(s) Subtotal: | $126.96 |
| Shipping & Handling: | $0.00 |
| Your Coupon Savings: | -$25.39 |
| Total before tax: | $101.57 |
| Sales Tax: | $0.00 |
| **Total for This Shipment:** | **$101.57** |

**Payment Information**

**Payment Method:**
Visa | Last digits [redacted]

**Billing address**
Tracey Sample
1 CITY HALL PL
PUEBLO, CO 81003-4201
United States

| | |
|---|---|
| Item(s) Subtotal: | $126.96 |
| Shipping & Handling: | $0.00 |
| Promotion applied: | -$25.39 |
| Total before tax: | $101.57 |
| Estimated Tax: | $0.00 |
| **Grand Total:** | **$101.57** |

**Credit Card transactions** — Visa ending in [redacted] April 11, 2026: $101.57

To view the status of your order, return to Order Summary .

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