REGULAR CITY COUNCIL MEETING
CITY COUNCIL CHAMBERS - CITY HALL
#1 CITY HALL PLACE
MONDAY, May 23, 2022 7:00 P.M.

Individuals Requiring Special Accommodations Should Notify the City Clerk's Office (719) 553-2669 by Noon on the Friday Preceding the Meeting.

A. CALL TO ORDER: President Heather Graham

B. INVOCATION: Pastor Tony Amaya, Pueblo Christian Center

C. PLEDGE OF ALLEGIANCE

D. ROLL CALL

E. SPECIAL RECOGNITIONS

F. PUBLIC FORUM

G. COUNCIL MEMBER AND MAYOR COMMENTARY

H. REVIEW OF THE AGENDA
Review Agenda page by page.

I. APPROVAL OF THE AGENDA
Required Council Action: Motion to Amend the Agenda or Approve the Agenda as distributed.

J. READING AND APPROVAL OF MINUTES
Required Council Action: Motion to dispense with the reading and approve the Minutes of the Regular Meeting dated ***Monday, May 9, 2022*** as distributed.

Documents:

05-09Minutes.pdf

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

L. COMMUNICATIONS

M. RESOLUTIONS

M.1. A RESOLUTION AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF $413,343 TO K.R. SWERDFEGER CONSTRUCTION, INC., AND SETTING FORTH $82,669 FOR CONTINGENCIES, FOR PROJECT NO. 22-019 (WWAN05) 2022 MANHOLE REHABILITATION PROJECT AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

Documents:

Resolution_14890.pdf
Bid Summary_Location Map.pdf

M.2. A RESOLUTION AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF $432,022.80 TO K.R. SWERDFEGER, INC. AND SETTING FORTH $86,405. FOR CONTINGENCIES, FOR PROJECT NO. 22-001 (WW1705) FY2022 BESSEMER DITCH LINING PROJECT AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE THE SAME

Documents:

Resolution_14891.pdf
Bid Summary_Location Map.pdf

M.3. A RESOLUTION AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF $140,229.60 TO DOUG VAUGHN, LLC., AND SETTING FORTH $59,750 FOR CONTINGENCIES, FOR PROJECT NO. 22-025 ABRIENDO AVENUE ADA CURB RAMPS PHASE 2 AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

Documents:

Resolution_14892.pdf
Bid Summary.pdf

M.4. A RESOLUTION AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF $24,064 TO DOUG VAUGHN, LLC., AND SETTING FORTH $5,691 FOR CONTINGENCIES, FOR PROJECT NO. 22-032 ELMWOOD GOLF COURSE CART PATH PHASE 2 AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

Documents:

Resolution_14893.pdf
Bid Summary.pdf

M.5. A RESOLUTION APPROVING AND ACCEPTING A COLORADO DEPARTMENT OF LAW PEACE OFFICER STANDARDS AND TRAINING (POST) GRANT, JULY 1, 2021 THROUGH JUNE 30, 2022, ESTABLISHING PROJECT NUMBER PS2205, TRANSFERRING FUNDS NOT TO EXCEED THE AMOUNT OF $4000 FROM PROJECTS-TO-BE-DETERMINED IN THE PUBLIC SAFETY GRANTS FUND

Documents:

Resolution_14894.pdf
Award.pdf

M.6. A RESOLUTION TRANSFERRING $36,000 IN THE SOUTHPOINTE SPECIAL IMPROVEMENT MAINTENANCE DISTRICT BUDGET FROM THE "PROJECTS TO BE DETERMINED" OPERATING BUDGET LINE ACCOUNT INTO THE "REPAIR & MAINTENANCE" OPERATING BUDGET LINE ACCOUNT

Documents:

Resolution_14895.pdf

M.7. A RESOLUTION AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT TO JIM PRESENTS, LLC FOR THE USE OF CENTRAL MAIN STREET FROM CITY CENTER DRIVE TO ALAN HAMEL AVENUE, ON MAY 28, 2022, FOR OVERFLOW SHOW CARS AT A CAR SHOW AT THE PUEBLO CONVENTION CENTER

Documents:

Resolution_14896.pdf
Revocable Permit.pdf

M.8. A RESOLUTION CONFIRMING THE APPOINTMENT BY THE MAYOR OF ALVIN RIVERA TO THE BOARD OF ELECTIONS

Documents:

Resolution_14897.pdf
Application.pdf

M.9. A RESOLUTION CONFIRMING THE APPOINTMENT BY THE MAYOR OF MODESTO CARTAGENA TO THE LIQUOR AND BEER LICENSING BOARD

Documents:

Resolution_14898.pdf
Application.pdf

M.10. A RESOLUTION AMENDING SECTION 2 OF RESOLUTION 14823, PREVIOUSLY PASSED BY CITY COUNCIL ON MARCH 14, 2022

Documents:

Resolution_14899.pdf

N. ORDINANCES – FIRST PRESENTATION

N.1. AN ORDINANCE APPROVING AN AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES IN THE AMOUNT OF $258,217 BETWEEN THE CITY OF PUEBLO, A MUNICIPAL CORPORATION, AND BROWN AND CALDWELL, INC., FOR CONSULTING ENGINEERING SERVICES WITH RESPECT TO THE SOUTHERN COLORADO CLINIC SANITARY SEWER OUTFALL SEWER CROSSING DESIGN AND AUTHORIZING THE MAYOR TO EXECUTE SAME

Documents:

Ordinance_N-1.pdf
Professional Services Agreement.pdf

N.2. AN ORDINANCE APPROVING AND ACCEPTING A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF PUEBLO AND PHILOSOPHY COMMUNICATIONS, INC. TO PERFORM BRANDING CONSULTATIONS FOR THE PUEBLO FOOD PROJECT ENTREPRENEUR DEVELOPMENT PROGRAM FOR $3,000

Documents:

Ordinance_N-2.pdf
Professional Services Agreement.pdf

N.3. AN ORDINANCE TRANSFERRING $609,245 FROM THE 2022 UNAPPROPRIATED FUND BALANCE OF THE GENERAL FUND TO PROJECT CI2205 FIRE STATIONS 6, 8, AND 11, AND BUDGETING AND APPROPRIATING $609,245 FOR SAID PROJECT

Documents:

Ordinance_N-3.pdf

N.4. AN ORDINANCE ACCEPTING AN AMENDMENT TO THE AIRPORT CORONAVIRUS RELIEF GRANT PROGRAM (ACRGP) GRANT AGREEMENT NO. 3-08-0046-042-2021 AND BUDGETING AND APPROPRIATING EIGHTEEN DOLLARS TO PROJECT NO. AP2102

Documents:

Ordinance_N-4.pdf
Grant Amendment.pdf

N.5. AN ORDINANCE APPROVING A HANGAR LEASE AGREEMENT FOR 530 SKYWAY STREET AT PUEBLO MEMORIAL AIRPORT BETWEEN THE CITY OF PUEBLO, A MUNICIPAL CORPORATION, AND ST. CHRISTOPHER AVIATION, LLC, A COLORADO LIMITED LIABILITY COMPANY, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

Removed from Agenda

Documents:

Ordinance_N-5.pdf
Lease.pdf

N.6. AN ORDINANCE APPROVING A HANGAR LEASE AGREEMENT FOR 522 SKYWAY STREET AT PUEBLO MEMORIAL AIRPORT BETWEEN THE CITY OF PUEBLO, A MUNICIPAL CORPORATION, AND SOUTHERN COLORADO FLIGHT PROFESSIONALS, LLC, A COLORADO LIMITED LIABILITY COMPANY, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

Documents:

Ordinance_N-6.pdf
Lease.pdf

N.7. AN ORDINANCE AMENDING ZONING RESTRICTIONS TO REZONE LOTS 1-8, BLOCK 1; LOTS 1-4, BLOCK 2 AND LOTS 1-2, BLOCK 3 RIVER'S RUN SUBDIVISION FROM B-P, BUSINESS PARK AND B-2, SUBREGIONAL BUSINESS DISTRICT TO R-5, MULTIPLE RESIDENTIAL AND OFFICE DISTRICT

Documents:

Ordinance_N-7.pdf
P_Z Report.pdf

N.8. AN ORDINANCE VACATING A PORTION OF FIR STREET AND MULTIPLE DRAINAGE AND PUBLIC UTILITY EASEMENTS LOCATED WITHIN BLOCKS 1 AND 2, RIVER'S RUN SUBDIVISION

Documents:

Ordinance_N-8.pdf
P_Z Report.pdf

N.9. AN ORDINANCE APPROVING THE RIVER'S RUN SUBDIVISION 1ST AMENDMENT

Documents:

Ordinance_N-9.pdf
P_Z Report.pdf

N.10. AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO SIGN A CONSTRUCTION MANAGEMENT AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND THE PUEBLO DEVELOPMENT FOUNDATION, A COLORADO NONPROFIT CORPORATION, RELATING TO A CONSTRUCTION PROJECT AT 32501 WALT BASSETT AVENUE, PUEBLO, CO 81001

Removed from Agenda

Documents:

Ordinance_N-10.pdf
Construction Management Agreement.pdf

N.11. AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AMENDMENT NO. 2 TO A HANGAR LEASE BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND LOCKHEED MARTIN CORPORATION, A MARYLAND CORPORATION, RELATING TO LAND AND A HANGAR BUILDING LOCATED AT THE PUEBLO MEMORIAL AIRPORT

Removed from Agenda

Documents:

Ordinance_N-11.pdf
Lease Amendment.pdf

N.12. AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND TATIANA BAILEY, PH.D. D/B/A PEAK ANALYTICS CONSULTING TO DEVELOP A PUEBLO MONTHLY ECONOMIC DASHBOARD

Documents:

Ordinance_N-12.pdf
Consultant Agreement.pdf

N.13. AN ORDINANCE AMENDING SECTION 1 (A) OF CHAPTER 6 OF TITLE 6 OF THE PUEBLO MUNICIPAL CODE TO RECOGNIZE JUNETEENTH AS A CITY HOLIDAY

Documents:

Ordinance_N-13.pdf

N.14. AN ORDINANCE AMEDING SECTION 16-12-10 OF CHAPTER 12 OF TITLE XVI OF THE PUEBLO MUNICIPAL CODE RELATING TO AND AUTHORIZING THE STORMWATER DIRECTOR TO ACCEPT DRAINAGE AND STORMWATER EASEMENTS AND TO EXECUTE MAINTENANCE AGREEMENTS REQUIRED PURSUANT TO SAID SECTION

Documents:

Ordinance_N-14.pdf

N.15. AN ORDINANCE AMENDING THE LEGISLATIVE PROCEDURES AND RULES OF THE PUEBLO CITY COUNCIL REGARDING CONFLICTS OF INTEREST

Documents:

Ordinance_N-15.pdf

O. APPROVAL OF CONSENT AGENDA

O.1. I Move To Approve All Resolutions Set Forth In The Consent; Pass The Ordinances Of The Consent Agenda, Setting The Public Hearings For Monday, June 13, 2022, And Order The Ordinances To Be Published BY TITLE.

P. REGULAR AGENDA

Q. RESOLUTIONS

Q.1. A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2022 GENERAL FUND BUDGET TO THE SOUTHERN COLORADO EQUALITY ALLIANCE IN THE AMOUNT OF ONE THOUSAND DOLLARS ($1,000) TO SUPPORT THE 2022 LGBTQ+ PRIDE FESTIVAL

Documents:

Resolution_14900.pdf
Council Contingencies.pdf
Request.pdf

Q.2. A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2022 GENERAL FUND BUDGET TO THE HARP FOUNDATION IN THE AMOUNT OF $9,000 TO SUPPORT THE ROLLIN' ON THE RIVERWALK 4th OF JULY EVENT

Documents:

Resolution_14901.pdf
Council Contingencies.pdf
Request.pdf

R. ORDINANCES – FINAL PRESENTATION

R.1. AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO SIGN AN AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE PUEBLO CITY-COUNTY LIBRARY DISTRICT, A COLORADO LIBRARY DISTRICT AND THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND THE COUNTY OF PUEBLO, A POLITICAL SUBDIVISION OF THE STATE OF COLORADO, RELATING TO THE 2022 KIDS READ SUMMER CHALLENGE PROJECT TO PROVIDE FINANCIAL ASSISTANCE TO LOCAL HOUSEHOLDS AND AUTHORIZING PAYMENT IN AN AMOUNT NOT TO EXCEED $328,500 FROM PROJECT CI2113 - AMERICAN RESCUE PLAN ACT FOR PURPOSES THEREOF

Continued to June 13, 2022 meeting

Documents:

Ordinance_R-1.pdf
2022 Kids Read - Amendment.pdf

R.2. AN ORDINANCE APPROVING AN AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES IN THE AMOUNT OF $65,031 BETWEEN THE CITY OF PUEBLO, A MUNICIPAL CORPORATION, AND BROWN AND CALDWELL, INC., FOR CONSULTING ENGINEERING SERVICES WITH RESPECT TO THE SUSTAINABILITY STUDY FOR THE WASTEWATER DEPARTMENT AND AUTHORIZING THE MAYOR TO EXECUTE SAME

Documents:

Ordinance_10178.pdf
Agreement.pdf

R.3. AN ORDINANCE ESTABLISHING PROJECT CI2208 FOR UNION AVENUE BRIDGE REPAIR PROJECT, APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE 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: BRO M086-096 (24927) IN THE AMOUNT OF $100,500 TRANSFERRING THE FUNDS IN THE AMOUNT OF $100,500 FROM BRIDGE REPAIRS PROJECT, HUAN05 TO THE UNION AVENUE BRIDGE REPAIR PROJECT, CI2208, AND BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF $201,000

Documents:

Ordinance_10179.pdf
InterGovernmental Agreement.pdf
Dept Certification.pdf

R.4. AN ORDINANCE VACATING A PORTION OF THE ALLEY BETWEEN MAHREN AVENUE AND EGAN AVENUE

Documents:

Ordinance_10180.pdf
P_Z Report.pdf

R.5. AN ORDINANCE AMENDING ZONING RESTRICTIONS OF LOT 1 OF THE PUEBLO SPRINGS APARTMENTS SUBDIVISION FROM A-1, AGRICULTURAL ONE ZONE DISTRICT TO R-5, MULTIPLE-RESIDENTIAL AND OFFICE ZONE DISTRICT

Documents:

Ordinance_10181.pdf
P_Z Report.pdf

R.6. AN ORDINANCE APPROVING THE PUEBLO SPRINGS APARTMENTS SUBDIVISION

Documents:

Ordinance_10182.pdf
P_Z Report.pdf

R.7. AN ORDINANCE EXTENDING THE TERM OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF PUEBLO AND INTERNATIONAL BROTHERHOOD OF POLICE OFFICERS LOCAL 537 FOR A ONE-YEAR PERIOD COMMENCING JANUARY 1, 2023 THROUGH DECEMBER 31, 2023

Documents:

Ordinance_10183.pdf

R.8. AN ORDINANCE EXTENDING THE TERM OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF PUEBLO AND THE INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS LOCAL NO. 3 FOR A ONE-YEAR PERIOD COMMENCING JANUARY 1, 2023 THROUGH DECEMBER 31, 2023

Documents:

Ordinance_10184.pdf

S. COUNCIL MEMBER CONFLICT OF INTEREST

Councilmember Lori Winner may ask to be excused from the meeting due to a conflict of interest with agenda item number T-1

T. COMMUNICATIONS

T.1. A Citizen Filed Ethics Complaint Against Lori Winner

ADJOURN

REGULAR CITY COUNCIL MEETING
CITY COUNCIL CHAMBERS – CITY HALL
MONDAY, MAY 9, 2022 – 7:00 P.M.

MINUTES

A. CALL TO ORDER President Heather Graham

B INVOCATION Pastor Steve Cornella, Pueblo Christian Center

C. PLEDGE OF ALLEGIANCE

D. ROLL CALL

Council Members Present: Larry Atencio, Dennis Flores, Heather Graham, Regina Maestri, Sarah Martinez, Vicente Martinez Ortega, and Lori Winner.

Council Members Present via Zoom: None.

Council Members Absent: None.

Administrative Staff Members Present: Chief of Staff Laura Solano, City Attorney Daniel Kogovsek, and City Clerk Marisa Stoller.

E. SPECIAL RECOGNITIONS

- A proclamation titled "*Sound the Alarm, Save a Life Day* - May 9, 2022" was presented to Barb Huber, Fire Chief and to the Red Cross.
- A proclamation titled "*Building Safety Month* – May 2022" was presented to Mark Gurule, Plans Examiner/Building Inspector, Pueblo Regional Building Department
- A proclamation titled "*National Foster Care Month* – May 2022" was presented to Suzette Keating, Child Welfare Program Administrator and Josette Jaramillo, Foster Care Supervisor for Pueblo County Department of Human Services

F. PUBLIC FORUM

- Joey Gutierrez – Pueblo Firefighters Local 3
- Nick Donaldson – code, policies, and procedures
- Elvis Martinez – Roads/City Council conflict of interest
- Laura Hall – Code Enforcement

G. COUNCIL MEMBER AND MAYOR COMMENTARY

Chief of Staff Solano shared some city updates from the Mayor.

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

MINUTES

H. REVIEW AND APPROVAL OF THE AGENDA

The agenda was reviewed page by page. President Graham requested that item N-9 be removed from the agenda for discussion at a future Work Session. President Graham requested that item Q-7 be continued to the June 13th, 2022 meeting. Chief of Staff Solano requested that item R-9 be removed from the agenda. Ms. Martinez, seconded by Mr. Martinez Ortega, moved to remove items N-9 and R-9 from the agenda, to continue item Q-7 to the June 13th, 2022 agenda and to approve the agenda as modified.

Roll Call - Ayes: Atencio, Flores, Graham, Maestri, Martinez, Martinez Ortega, and Winner. Motion carried unanimously.

I. READING AND APPROVAL OF MINUTES

Mr. Martinez Ortega, seconded by Ms. Martinez, moved to dispense with the reading and approve the Minutes of the Regular Meeting dated **Monday, April 25, 2022** as distributed.

Roll Call - Ayes: Atencio, Flores, Graham, Maestri, Martinez, Martinez Ortega, and Winner. Motion carried unanimously.

K. CONSENT AGENDA

City Clerk Marisa Stoller read the Consent Agenda into the record.

L. COMMUNICATIONS

L-1 NONE SUBMITTED

M. RESOLUTIONS

M-1 RESOLUTION NO 14871 RATIFYING AN EMERGENCY CONSTRUCTION CONTRACT IN THE AMOUNT OF $74,218.30 WITH PARKER EXCAVATING, INC. FOR EMERGENCY SANITARY SEWER POINT REPAIRS IN BASIN-5 VARIOUS LOCATIONS II, PROJECT NO. 20-059 (WWAN03) AND APPROVING THE PURCHASING AGENT'S EXECUTION OF SAME

M-2 RESOLUTION NO 14872 AUTHORIZING THE CITY OF PUEBLO TO REFUND SANITARY SEWER FEES OF $793.35 TO LARRY ZERFAS

M-3 RESOLUTION NO 14873 AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF $19,840.47 TO K.R. SWERDFEGER CONSTRUCTION, INC., FOR AN EMERGENCY STORM SEWER POINT REPAIR AT THE INTERSECTION OF 22ND STREET AND GRAND AVENUE AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

MINUTES

M-4 **RESOLUTION NO 14874 APPROVING AN AMENDMENT TO A CONSTRUCTION CONTRACT BETWEEN THE CITY OF PUEBLO, A MUNICIPAL CORPORATION AND DOUG VAUGHN, LLC, PROVIDING FOR ADDITIONAL REPAIR WORK RELATED TO PROJECT NO. 22-014 ELMWOOD GOLF COURSE CART PATH, IN THE AMOUNT OF $12,000, TO BE PAID FROM PROJECT ACCOUNT EW2101 AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME**

M-5 **RESOLUTION NO 14875 AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF $42,280 TO MONTANO CONCRETE, INC AND SETTING FORTH $12,000 FOR CONTINGENCIES, FOR PROJECT NO. 22-018 SIDEWALK IMPROVEMENTS AT DUTCH CLARK STADIUM AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME**

M-6 **RESOLUTION NO 14876 AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT TO RON MAESTAS FOR THE USE OF THE NORTH MONUMENT AVENUE RIGHT OF WAY AT 1601 NORTH MONUMENT AVENUE FOR THE PURPOSE OF INSTALLING A RETAINING WALL**

M-7 **RESOLUTION NO 14877 AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT TO THE LA GENTE YOUTH SPORTS, INC. FOR THE USE OF THE 1200 BLOCK OF JUAN MADRID AVENUE TO HOST THE ANNUAL JUAN MADRID MEMORIAL SOFTBALL TOURNAMENT FROM MAY 20, 2022, TO MAY 23, 2022**

M-8 **RESOLUTION NO 14878 RATIFYING PACOG'S JOINT APPOINTMENT OF EILEEN DENNIS TO THE PUEBLO DEPOT ACTIVITY DEVELOPMENT AUTHORITY BOARD OF DIRECTORS AKA PUEBLOPLEX**

M-9 **RESOLUTION NO 14879 RATIFYING PACOG'S JOINT APPOINTMENT OF STEVEN CONTRERAS TO THE PUEBLO REGIONAL BUILDING – PLUMBING BOARD OF APPEALS - JOURNEYMAN**

M-10 **RESOLUTION NO 14880 RATIFYING PACOG'S APPOINTMENT OF DYNELLE ABEYTA, JULIE FAIRMAN, CINDY LAU, AND STEVEN RODRIGUEZ TO THE COMMUNITY SERVICES ADVISORY COMMISSION (CSAC) – JOINT CITY-COUNTY APPOINTMENTS**

M-11 **RESOLUTION NO 14881 CONFIRMING THE APPOINTMENT BY THE MAYOR OF COLLEEN CLARK TO COMPLETE A THREE-YEAR TERM EXPIRING DECEMBER 31, 2024 ON THE PUEBLO HUMAN RELATIONS COMMISSION**

M-12 **RESOLUTION NO 14882 CONFIRMING THE APPOINTMENT BY THE MAYOR OF WESTON BURRER TO THE SOUTHPOINTE SPECIAL IMPROVEMENT MAINTENANCE DISTRICT ADVISORY COMMITTEE**

M-13 **RESOLUTION NO 14883 AUTHORIZING THE CITY ATTORNEY TO INSTITUTE A CIVIL INTERPLEADER ACTION AND FOR DECLARATORY RELIEF RELATING TO DISPUTED CLAIMS TO UNION DUES DEDUCTIONS BETWEEN PUEBLO ASSOCIATION OF GOVERNMENT EMPLOYEES AND AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO**

MINUTES

N. ORDINANCES – FIRST PRESENTATION

N-1 **AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO SIGN AN AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE PUEBLO CITY-COUNTY LIBRARY DISTRICT, A COLORADO LIBRARY DISTRICT AND THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND THE COUNTY OF PUEBLO, A POLITICAL SUBDIVISION OF THE STATE OF COLORADO, RELATING TO THE 2022 KIDS READ SUMMER CHALLENGE PROJECT TO PROVIDE FINANCIAL ASSISTANCE TO LOCAL HOUSEHOLDS AND AUTHORIZING PAYMENT IN AN AMOUNT NOT TO EXCEED $328,500 FROM PROJECT CI2113 - AMERICAN RESCUE PLAN ACT FOR PURPOSES THEREOF** – *submitted for First Presentation*

Public Hearing was Set for Monday, May 23, 2022, Notice of Hearing was Ordered Published by Title.

N-2 **AN ORDINANCE APPROVING AN AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES IN THE AMOUNT OF $65,031 BETWEEN THE CITY OF PUEBLO, A MUNICIPAL CORPORATION, AND BROWN AND CALDWELL, INC., FOR CONSULTING ENGINEERING SERVICES WITH RESPECT TO THE SUSTAINABILITY STUDY FOR THE WASTEWATER DEPARTMENT AND AUTHORIZING THE MAYOR TO EXECUTE SAME** – *submitted for First Presentation*

Public Hearing was Set for Monday, May 23, 2022, Notice of Hearing was Ordered Published by Title.

N-3 **AN ORDINANCE ESTABLISHING PROJECT CI2208 FOR UNION AVENUE BRIDGE REPAIR PROJECT, APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE 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: BRO M086-096 (24927) IN THE AMOUNT OF $100,500 TRANSFERRING THE FUNDS IN THE AMOUNT OF $100,500 FROM BRIDGE REPAIRS PROJECT, HUAN05 TO THE UNION AVENUE BRIDGE REPAIR PROJECT, CI2208, AND BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF $201,000** – *submitted for First Presentation*

Public Hearing was Set for Monday, May 23, 2022, Notice of Hearing was Ordered Published by Title.

N-4 **AN ORDINANCE VACATING A PORTION OF THE ALLEY BETWEEN MAHREN AVENUE AND EGAN AVENUE** – *submitted for First Presentation*

Public Hearing was Set for Monday, May 23, 2022, Notice of Hearing was Ordered Published by Title.

MINUTES

N-5 AN ORDINANCE AMENDING ZONING RESTRICTIONS OF LOT 1 OF THE PUEBLO SPRINGS APARTMENTS SUBDIVISION FROM A-1, AGRICULTURAL ONE ZONE DISTRICT TO R-5, MULTIPLE-RESIDENTIAL AND OFFICE ZONE DISTRICT – *submitted for First Presentation*

Public Hearing was Set for Monday, May 23, 2022, Notice of Hearing was Ordered Published by Title.

N-6 AN ORDINANCE APPROVING THE PUEBLO SPRINGS APARTMENTS SUBDIVISION – *submitted for First Presentation*

Public Hearing was Set for Monday, May 23, 2022, Notice of Hearing was Ordered Published by Title.

N-7 AN ORDINANCE EXTENDING THE TERM OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF PUEBLO AND INTERNATIONAL BROTHERHOOD OF POLICE OFFICERS LOCAL 537 FOR A ONE-YEAR PERIOD COMMENCING JANUARY 1, 2023 THROUGH DECEMBER 31, 2023 – *submitted for First Presentation*

Public Hearing was Set for Monday, May 23, 2022, Notice of Hearing was Ordered Published by Title.

N-8 AN ORDINANCE EXTENDING THE TERM OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF PUEBLO AND THE INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS LOCAL NO. 3 FOR A ONE-YEAR PERIOD COMMENCING JANUARY 1, 2023 THROUGH DECEMBER 31, 2023 – *submitted for First Presentation*

Public Hearing was Set for Monday, May 23, 2022, Notice of Hearing was Ordered Published by Title.

N-9 REMOVED FROM AGENDA

O. APPROVAL OF CONSENT AGENDA

Mr. Atencio, seconded by Mr. Flores, moved to approve all Resolutions Set Forth in the Consent Agenda, Pass the Ordinances of the Consent Agenda, Setting the Public Hearings for **Monday, May 23, 2022,** and Order the Ordinances to be published **BY TITLE.**

Roll Call - Ayes: Atencio, Flores, Graham, Maestri, Martinez, Martinez Ortega, and Winner. Motion carried unanimously.

MINUTES

P. REGULAR AGENDA

Q. RESOLUTIONS

Q-1 RESOLUTION NO 14884 AUTHORIZING PAYMENT IN AN AMOUNT NOT TO EXCEED $300,000 FROM PROJECT CI2113 - AMERICAN RESCUE PLAN ACT TO PROVIDE GOVERNMENT SERVICES THROUGH TRASH REMOVAL AND CLEAN-UP PROJECTS AS AUTHORIZED BY SECTION 603(C)(1)(C) OF THE AMERICAN RESCUE PLAN ACT AND U.S. TREASURY FINAL RULE 31 CFR 35.6 (D)

A staff report and detailed review of the Resolution was given by Chief of Staff Laura Solano.

Mr. Martinez Ortega, seconded by Mr. Flores, moved to approve the Resolution on Final Presentation.

Roll Call - Ayes: Atencio, Flores, Graham, Maestri, Martinez, Martinez Ortega, and Winner. Motion carried unanimously.

Q-2 RESOLUTION NO 14885 AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2022 GENERAL FUND BUDGET TO LATINO CHAMBER DEVELOPMENT CORP. IN THE AMOUNT OF TWO THOUSAND DOLLARS ($2,000) TO SUPPORT THE LATINO VETERANS PROFILES IN COURAGE AWARDS

A staff report and detailed review of the Resolution was given by Councilor Dennis Flores.

Mr. Martinez Ortega, seconded by Ms. Maestri, moved to approve the Resolution on Final Presentation.

Roll Call - Ayes: Atencio, Flores, Graham, Maestri, Martinez, Martinez Ortega, and Winner. Motion carried unanimously.

Q-3 RESOLUTION NO 14886 AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2022 GENERAL FUND BUDGET TO PARKVIEW MEDICAL CENTER IN THE AMOUNT OF FIVE HUNDRED DOLLARS ($500) TO SUPPORT PARKVIEW'S LADIES AND LEMONS EVENT

A staff report and detailed review of the Resolution was given by Councilor Sarah Martinez.

Mr. Flores, seconded by Ms. Maestri, moved to approve the Resolution on Final Presentation.

Roll Call - Ayes: Atencio, Flores, Graham, Maestri, Martinez, Martinez Ortega, and Winner. Motion carried unanimously.

Q-4 RESOLUTION NO 14887 AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2022 GENERAL FUND BUDGET TO PUEBLO DOWNTOWN ASSOCIATION IN THE AMOUNT OF SEVEN HUNDRED DOLLARS ($700) TO SUPPORT THE LEVEE WALK

MINUTES

A staff report and detailed review of the Resolution was given by Councilor Sarah Martinez.

Ms. Winner, seconded by Ms. Maestri, moved to approve the Resolution on Final Presentation.

Roll Call - Ayes: Atencio, Flores, Graham, Maestri, Martinez, Martinez Ortega, and Winner. Motion carried unanimously.

Q-5 RESOLUTION NO 14888 AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2022 GENERAL FUND BUDGET TO 3R TECHNOLOGY SOLUTIONS IN THE AMOUNT OF FIVE HUNDRED DOLLARS ($500) TO SUPPORT THE CLEANUP OF DOG PATCH

A staff report and detailed review of the Resolution was given by Councilor Larry Atencio.

Ms. Winner, seconded by Mr. Flores, moved to approve the Resolution on Final Presentation.

Roll Call - Ayes: Atencio, Flores, Graham, Maestri, Martinez, Martinez Ortega, and Winner. Motion carried unanimously.

Q-6 RESOLUTION NO 14889 AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2022 GENERAL FUND BUDGET TO THE GOODNIGHT BARN FOUNDATION IN THE AMOUNT OF FIFTEEN THOUSAND DOLLARS ($15,000) TO SUPPORT THE CHUCK WAGON RENDEZVOUS

A staff report and detailed review of the Resolution was given by Councilor Larry Atencio.

Ms. Winner, seconded by Ms. Martinez, moved to approve the Resolution on Final Presentation.

Roll Call - Ayes: Atencio, Flores, Graham, Maestri, Martinez, Martinez Ortega, and Winner. Motion carried unanimously.

Q-7 CONTINUED TO JUNE 13TH AGENDA

R. ORDINANCES – FINAL PRESENTATION

R-1 ORDINANCE NO 10168 APPROVING AND AUTHORIZING THE MAYOR TO SIGN THREE SUBRECIPIENT AGREEMENTS BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND (1) LICENSED DENTAL HYGIENE CARE, A COLORADO NONPROFIT CORPORATION; (2) YBARRA'S BOXING CLUB, A COLORADO NONPROFIT CORPORATION; AND (3) THE JUNETEENTH ORGANIZATION OF PUEBLO, INC., A COLORADO NONPROFIT CORPORATION, AS AUTHORIZED BY SECTION 603 (C)(1)(A) OF THE AMERICAN RESCUE PLAN ACT AND U.S. TREASURY FINAL RULE 31 CFR 35.6 AND AUTHORIZING THE PAYMENT OF ONE HUNDRED FORTY-ONE THOUSAND ONE HUNDRED TWENTY-SIX DOLLARS ($141,126) FROM PROJECT NO. CI2113 - AMERICAN RESCUE PLAN ACT, FOR PURPOSES THEREOF – *submitted for Final Presentation*

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

MINUTES

PUBLIC HEARING:

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

Mr. Flores, seconded by Mr. Atencio, moved to approve the Ordinance on Final Presentation.

Roll Call - Ayes: Atencio, Flores, Graham, Martinez, Martinez Ortega and Winner. Nays: Maestri. Motion carried 6-1.

R-2 ORDINANCE NO 10169 APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND CO CREATE LLC, A COLORADO LIMITED LIABILITY COMPANY, TO (1) DEVELOP A PRIVATE/PUBLIC SECTOR INVESTMENT STRATEGY AND AN ACTION PLAN FOR DELIVERY OF BROADBAND SERVICES TO QUALIFIED CENSUS TRACTS IN THE CITY OF PUEBLO AND (2) PRESENT THE MAYOR AND CITY COUNCIL WITH PROJECTS/AGREEMENTS WITH CURRENT OR NEW INTERNET PROVIDERS IN CONNECTION THEREWITH AND FURTHER AUTHORIZING THE PAYMENT OF ONE HUNDRED THOUSAND DOLLARS ($100,000) FROM PROJECT NO. CI-2113 - AMERICAN RESCUE PLAN ACT, FOR PURPOSES THEREOF – *submitted for Final Presentation*

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

PUBLIC HEARING:

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

Mr. Atencio, seconded by Mr. Flores, moved to approve the Ordinance on Final Presentation.

Roll Call - Ayes: Atencio, Flores, Martinez, and Martinez Ortega. Nays: Graham, Maestri, and Winner. Motion carried 4-3.

R-3 ORDINANCE NO 10170 AMENDING APPROPRIATIONS AND COMPILING PREVIOUS AMENDMENTS TO THE GENERAL FUND, SPECIAL REVENUE FUNDS, ENTERPRISE FUNDS, INTERNAL SERVICE FUNDS, DEBT SERVICE FUNDS, AND CAPITAL PROJECT FUNDS FOR THE FISCAL YEAR 2021 AND AMENDING THE BUDGET FOR THE YEAR 2021 – *submitted for Final Presentation*

A staff report and detailed review of the Ordinance was given by Laura Solano, Chief of Staff.

PUBLIC HEARING:

- Ted Freeman appeared in person to speak against this ordinance

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

Ms. Winner, seconded by Mr. Flores, moved to approve the Ordinance on Final Presentation.

Roll Call - Ayes: Atencio, Flores, Graham, Maestri, Martinez, and Martinez Ortega. Nays: Winner. Motion carried 6-1.

MINUTES

R-4 ORDINANCE NO 10171 APPROVING A PROFESSIONAL SERVICES AGREEMENT IN AN AMOUNT NOT TO EXCEED $54,042 BETWEEN THE CITY OF PUEBLO AND RAFTELIS FINANCIAL CONSULTANTS, INC. FOR THE 2022 FINANCIAL CAPACITY STUDY – *submitted for Final Presentation*

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

PUBLIC HEARING:

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

Mr. Martinez Ortega, seconded by Ms. Martinez, moved to approve the Ordinance on Final Presentation.

Roll Call - Ayes: Atencio, Flores, Graham, Maestri, Martinez, Martinez Ortega and Winner. Motion carried unanimously.

R-5 ORDINANCE NO 10172 APPROVING AND ACCEPTING A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF PUEBLO, BOYD'S BOOKKEEPING AND ADMINISTRATION SERVICES, LLC, AND THE SOUTHERN COLORADO ECONOMIC DEVELOPMENT DISTRICT NAVIGATOR PILOT PROGRAM TO PURCHASE AND SETUP SOFTWARE FOR STUDENTS IN THE PUEBLO FOOD PROJECT ENTREPRENEUR DEVELOPMENT PROGRAM FOR $4,632 – *submitted for Final Presentation*

A staff report and detailed review of the Ordinance was given by Megan Moore, Pueblo Food Project Coordinator.

PUBLIC HEARING:

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

Mr. Martinez Ortega, seconded by Mr. Flores, moved to approve the Ordinance on Final Presentation.

Roll Call - Ayes: Atencio, Flores, Graham, Maestri, Martinez, Martinez Ortega and Winner. Motion carried unanimously.

R-6 ORDINANCE NO 10173 VACATING PORTIONS OF PLATTED STREETS AND ALLEYS OF SOUTH BRADFORD STREET, KELLY AVENUE, AND RIVER STREET – *submitted for Final Presentation*

A staff report and detailed review of the Ordinance was given by Scott Hobson, Acting Director of Planning & Community Development. Mr. Hobson requested that all documents from the Planning & Zoning Commission Case #V21-05 dated March 9, 2022 be made part of the record for this hearing. So ordered by President Graham.

MINUTES

PUBLIC HEARING:

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

Mr. Martinez Ortega, seconded by Mr. Flores, moved to approve the Ordinance on Final Presentation.

Roll Call - Ayes: Atencio, Flores, Graham, Maestri, Martinez, Martinez Ortega and Winner. Motion carried unanimously.

R-7 ORDINANCE NO 10174 APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE A SOFTWARE AND CONSULTING AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND RESOURCE EXPLORATION, INC., A DELAWARE CORPORATION, TO ADVISE THE CITY OF PUEBLO REGARDING PRIORITY BASED BUDGETING MATTERS – *submitted for Final Presentation*

A staff report and detailed review of the Ordinance was given by Laura Solano, Chief of Staff.

PUBLIC HEARING:

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

Mr. Flores, seconded by Mr. Atencio, moved to approve the Ordinance on Final Presentation.

Roll Call - Ayes: Atencio, Flores, Graham, Maestri, Martinez, Martinez Ortega and Winner. Motion carried unanimously.

R-8 ORDINANCE NO 10175 AMENDING THE STANDARD FORM PARKLET USE AGREEMENT AND AUTHORIZING THE MAYOR TO EXECUTE SAID AGREEMENT FOR QUALIFYING BUSINESSES – *submitted for Final Presentation*

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

PUBLIC HEARING:

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

Ms. Martinez, seconded by Mr. Flores, moved to approve the Ordinance on Final Presentation.

Roll Call - Ayes: Atencio, Flores, Graham, Maestri, Martinez, Martinez Ortega and Winner. Motion carried unanimously.

R-9 REMOVED FROM AGENDA

S. EMERGENCY ORDINANCES

S-1 ORDINANCE NO 10176 APPROVING A LICENSE AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND THE STATE OF COLORADO, COLORADO STATE FAIR AUTHORITY AND AUTHORIZING THE MAYOR TO EXECUTE SAME – *submitted for Final Presentation*

MINUTES

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

PUBLIC HEARING:

- Ted Freeman appeared in person to speak against this ordinance

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

Ms. Martinez, seconded by Mr. Martinez Ortega, moved to approve the Ordinance on Final Presentation.

Roll Call - Ayes: Atencio, Flores, Graham, Maestri, Martinez, Martinez Ortega and Winner. Motion carried unanimously.

S-2 ORDINANCE NO 10177 APPROVING AN AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT, MTF M086-087 (24023) PRAIRIE AVENUE IMPROVEMENTS, BETWEEN PUEBLO, A COLORADO MUNICIPAL CORPORATION AND THE STATE OF COLORADO, THE COLORADO DEPARTMENT OF TRANSPORTATION AND AUTHORIZING THE MAYOR TO EXECUTE SAME – *submitted for Final Presentation*

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

PUBLIC HEARING:

- Ted Freeman appeared in person to speak against this ordinance

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

Ms. Winner, seconded by Mr. Martinez Ortega, moved to approve the Ordinance on Final Presentation.

Roll Call - Ayes: Atencio, Flores, Graham, Maestri, Martinez, Martinez Ortega and Winner. Motion carried unanimously.

ADJOURN: 9:16 p.m. President Graham Adjourned the Meeting.

Respectfully submitted,

Marisa Stoller
City Clerk

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: May 23, 2022

TO: President Heather Graham and Members of City Council

CC: Nicholas A. Gradisar, Mayor

VIA: Marisa Stoller, City Clerk

FROM**:** Andra Ahrens, Interim Director of Wastewater

SUBJECT: A RESOLUTION AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF $413,343 TO K.R. SWERDFEGER CONSTRUCTION, INC., AND SETTING FORTH $82,669 FOR CONTINGENCIES, FOR PROJECT NO. 22-019 (WWAN05) 2022 MANHOLE REHABILITATION PROJECT AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

SUMMARY:

During routine maintenance on the sanitary mains by the collections crew, an evaluation of the manholes is also performed to determine the severity of deterioration. The manholes are ranked using the National Association of Sewer Service Companies (NASSCO) evaluation criteria – the higher the ranking, the worse the deterioration. Manholes for the 22-019 (WWAN05) FY2022 Manhole Rehabilitation Project had to meet two requirements, be the highest ranking on the evaluation list and not already be on a rehabilitation list for the sanitary main segment to be replaced. To protect the public interest, these manholes require rehabilitation. Manholes will be rehabilitated by rebuilding the wall thickness with a cementitious material and sealing with an epoxy coating or, in more severe cases, being removed, replaced and epoxy coated.

PREVIOUS COUNCIL ACTION:

None

BACKGROUND:

During routine inspection of the sanitary mains, an evaluation of the manholes, manhole benches and troughs are performed to determine the severity of deterioration in the manhole structures and to prioritize them accordingly. The manholes chosen for the 22-019 (WWAN05) FY2022 Manhole Rehabilitation Project had the highest ranking for rehabilitation and the connected main was not on the Main Rehabilitation List.

The existing manholes will be rehabilitated with calcium aluminate and epoxy coating and manhole benches and troughs will be rebuilt with fast-setting cementitious material to maintain the intended function of the sewer system and secure a continuous service to the public.

FINANCIAL IMPLICATIONS:

The cost of the construction project was bid at $413,343.00 with contingencies of $82,669. Funds are available from the Sewer User Funds and have been budgeted and appropriated to Project No. 22-019 (WWAN05).

BOARD/COMMISSION RECOMMENDATION:

Not applicable

STAKEHOLDER PROCESS:

None

ALTERNATIVES:

Alternative No. 1 – No Action
The Wastewater Department would take no action. The manholes would continue to deteriorate until they eventually collapse warranting an emergency repair and possibly endangering the public.

RECOMMENDATION:

Approval of the Resolution.

Attachments:
Bid Summary Sheet
Site Location Map

RESOLUTION NO. 14890

A RESOLUTION AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF $413,343 TO K.R. SWERDFEGER CONSTRUCTION, INC., AND SETTING FORTH $82,669 FOR CONTINGENCIES, FOR PROJECT NO. 22-019 (WWAN05) FY2022 MANHOLE REHABILITATION PROJECT AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

WHEREAS, competitive bids for PROJECT NO. 22-019 (WWAN05), FY2022 Manhole Rehabilitation Project have been received and examined; and

WHEREAS, the proposal of K.R. Swerdfeger Construction, Inc. of Pueblo, Colorado was the lowest of those bids determined to be responsible, and the Committee of Awards recommends to the City Council that it authorize PROJECT NO. 22-019 (WWAN05) to be performed; NOW, THEREFORE,

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

SECTION 1.

City Council authorizes PROJECT NO. 22-019 (WWAN05), FY2022 Manhole Rehabilitation Project, to be performed, and the contract for said project is hereby awarded to said bidder in the amount of $413,343.00.

SECTION 2.

Funds for PROJECT NO. 22-019 (WWAN05) shall be from Sewer User Funds.

SECTION 3.

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

SECTION 4.

In addition to the amount of the bid set forth, as aforementioned, an additional amount as stipulated in this section is hereby established for contingencies and additional work.

Contingencies and Additional Work……..$82,669.

SECTION 5.

The officers and staff of the City are and authorized to perform any and all acts consistent with the intent of this Resolution and the contract to implement the transactions described therein.

SECTION 6.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED May 23, 2022

BY: Vicente Martinez Ortega
MEMBER OF CITY COUNCIL

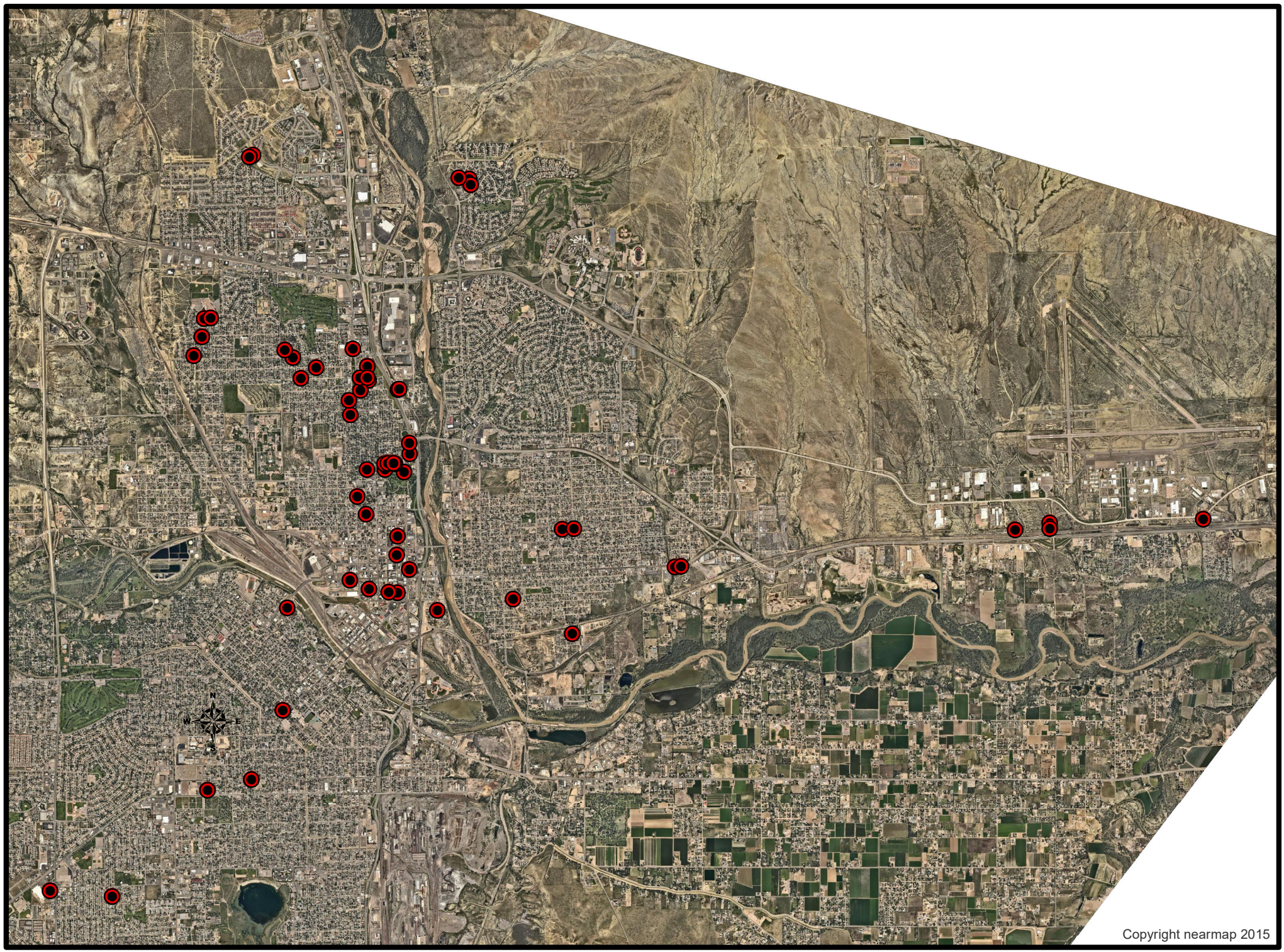
APPROVED: _____
PRESIDENT OF CITY COUNCIL

ATTESTED BY: _____
DEPUTY CITY CLERK

Bid: 22-019 (WWAN05) 2022 Manhole Rehabilitation Project					K.R. Swerdfeger Construction, LLC	National Power Rodding Corp.
Opening Date: March 15, 2022 Time: 10:00:00 AM						
Item	Description	Estimated Quantity				
1	Place Epoxy Coat Ex. 48" Manhole	485	VF	*Unit Price*	*230.00*	*300.00*
				Amount	111,550.00	145,500.00
2	Place Epoxy Coat Ex. 60" Manhole	75.6	VF	*Unit Price*	*275.00*	*300.00*
				Amount	20,790.00	22,680.00
3	Place Calcium Aluminate Ex. 48" Manhole	439	VF	*Unit Price*	*240.00*	*200.00*
				Amount	105,360.00	87,800.00
4	Place Calcium Aluminate Ex. 60" Manhole	40.1	VF	*Unit Price*	*300.00*	*200.00*
				Amount	12,030.00	8,020.00
5	Remove and Replace 48" Manhole	4	EA	*Unit Price*	*3,750.00*	*8,801.33*
				Amount	15,000.00	35,205.32
6	Remove and Replace 60" Manhole	2	EA	*Unit Price*	*5,500.00*	*17,029.47*
				Amount	11,000.00	34,058.94
7	Install 48" Manhole	1	EA	*Unit Price*	*15,000.00*	*6,240.00*
				Amount	15,000.00	6,240.00
8	Rebuild Manhole Bench and Trough with Fast-Setting Cementitious Material	44	EA	*Unit Price*	*900.00*	*1,900.00*
				Amount	39,600.00	83,600.00
9	Additional Calcium Aluminate Coating 48" Manhole	439	VF	*Unit Price*	*50.00*	*75.00*
				Amount	21,950.00	32,925.00
10	Additional Calcium Aluminate Coating 60" Manhole	40.1	VF	*Unit Price*	*65.00*	*75.00*
				Amount	2,606.50	3,007.50
11	Additional Manhole Cleaning 48" Manhole	439	VF	*Unit Price*	*4.00*	*50.00*
				Amount	1,756.00	21,950.00
12	Additional Manhole Cleaning 60" Manhole	40.1	VF	*Unit Price*	*5.00*	*75.00*
				Amount	200.50	3,007.50
13	Remove and Replace Ring and Lid	1	EA	*Unit Price*	*1,000.00*	*2,301.00*
				Amount	1,000.00	2,301.00
14	Traffic Control	1	LS	*Unit Price*	*15,500.00*	*50,000.00*
				Amount	15,500.00	50,000.00
15	Mobilization	1	LS	*Unit Price*	*40,000.00*	*150,000.00*
				Amount	40,000.00	150,000.00
				Grand Total Bid	**$413,343.00**	**$686,295.26**

All prices as submitted--Evaluation Committee will determine if bidder has met bid requirements.

2022 MANHOLE REHABILITATION PROJECT - LOCATION MAP



City Clerk's Office Item # M-2

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: May 23, 2022

TO: President Heather Graham and Members of City Council

CC: Nicholas A. Gradisar, Mayor

VIA: Marisa Stoller, City Clerk

FROM**:** Andra Ahrens, Interim Director of Wastewater

SUBJECT: A RESOLUTION AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF $432,022.80 TO K.R. SWERDFEGER, INC. AND SETTING FORTH $86,405. FOR CONTINGENCIES, FOR PROJECT NO. 22-001 (WW1705) FY2022 BESSEMER DITCH LINING PROJECT AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

SUMMARY:

Attached is a resolution awarding a construction contract to K.R. Swerdfeger, LLC. for Project No. 22-001 (WWAN01), FY2022 Bessemer Ditch Lining Project. This project will consist of cleaning and lining sanitary sewer mains. 182 LF of 15", 639 LF of 12", 1063 LF of 10", and 1268 LF of 8". The project will reinstate 22 services cut 4 intruding taps and rehabilitate the manholes associated with the project.

PREVIOUS COUNCIL ACTION:

None

BACKGROUND:

The Wastewater Department currently has eight sanitary sewer mains that are located under the Bessemer Ditch. The sanitary sewer mains have a portion that are ductile iron and are severely corroded. The corrosion in the ductile iron is causing a blockage and needs to be cleaned and lined to prevent any customers backups.

FINANCIAL IMPLICATIONS:

The cost of the construction project was bid at $432,022.80 with contingencies of $86,405 Funds are available from the Sewer User Funds and have been budgeted and appropriated to Project No. 22-001 (WW1705).

BOARD/COMMISSION RECOMMENDATION:

Not applicable

STAKEHOLDER PROCESS:

None

ALTERNATIVES:

Alternative No. 1 - No Action

If no rehabilitation is performed on the collection system, the corrosion in the sanitary mains would continue to build until an emergency repair is required. The Wastewater Department would also risk violating its discharge permit if a sanitary sewer overflow were to happen.

RECOMMENDATION:

Approval of the Resolution.

Attachments:

Bid Summary Sheet
Site Location Map

RESOLUTION NO. 14891

A RESOLUTION AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF $432,022.80 TO K.R. SWERDFEGER, INC. AND SETTING FORTH $86,405 FOR CONTINGENCIES, FOR PROJECT NO. 22-001 (WW1705AN01) FY2022 BESSEMER DITCH LINING PROJECT AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

WHEREAS, competitive bids for the Project No. 22-001 (WW1705) FY2022 Bessemer Ditch Lining Project have been received and examined; and

WHEREAS, the proposal of K.R. Swerdfeger, INC. of Pueblo, Colorado was the lowest of those bids determined to be responsive, and the Committee of Awards recommends to the City Council that it authorize Project No. 22-001 (WW1705) to be performed; NOW, THEREFORE,

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

SECTION 1.

City Council authorizes Project No. 22-001 (WW1705) FY2022 Bessemer Ditch Lining to be performed, and the contract for said project is hereby awarded to K.R. Swerdfeger, INC., in the amount of $432,022.80.

SECTION 2.

Funds for Project 22-001 (WW1705) shall be from the Sewer User Funds.

SECTION 3.

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

SECTION 4.

In addition to the amount of the bid set forth, as aforementioned, an additional amount as stipulated in this section is hereby established for contingencies and additional work.

Contingencies and Additional Work……$86,405.00

SECTION 5.

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.

SECTION 6.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED May 23, 2022

BY: Vicente Martinez Ortega
MEMBER OF CITY COUNCIL

APPROVED: _____
PRESIDENT OF CITY COUNCIL

ATTESTED BY: _____
DEPUTY CITY CLERK

Bid: 22-001 (WW1705) Bessemer Ditch Lining Project						K.R. Swerdfeger Construction, LLC	Granite Inliner, LLC	American West Construction, LLC	National Power Rodding Corp
Opening Date: February 4, 2022 Time: 10:00:00 AM									
Item		Description	Estimated Quantity						
Site # 1 Thatcher Ave. & Pueblo Blvd.	1	15” CIPP LINER	182	LF	*Unit Price*	*170.00*	*154.00*	*120.00*	*305.00*
					Amount	30,940.00	28,028.00	21,840.00	55,510.00
	2	EPOXY COATING	23.8	VF	*Unit Price*	*255.00*	*322.00*	*350.00*	*180.00*
					Amount	6,069.00	7,663.60	8,330.00	4,284.00
	3	CALCIUM ALUMINATE	23.8	VF	*Unit Price*	*185.00*	*272.00*	*290.00*	*165.00*
					Amount	4,403.00	6,473.60	6,902.00	3,927.00
	4	ADDITIONAL CLEANING	23.8	VF	*Unit Price*	*4.00*	*5.00*	*6.00*	*15.00*
					Amount	95.20	119.00	142.80	357.00
	5	ADDITIONAL CALCIUM ALUMINATE	23.8	VF	*Unit Price*	*80.00*	*63.00*	*70.00*	*25.00*
					Amount	1,904.00	1,499.40	1,666.00	595.00
	6	BYPASS PUMPING	1	LS	*Unit Price*	*3,100.00*	*2,750.00*	*42,000.00*	*8,500.00*
					Amount	3,100.00	2,750.00	42,000.00	8,500.00
	7	TRAFFIC CONTROL	1	LS	*Unit Price*	*4,000.00*	*3,500.00*	*11,000.00*	*2,500.00*
					Amount	4,000.00	3,500.00	11,000.00	2,500.00
	8	MOBILIZATION	1	LS	*Unit Price*	*4,000.00*	*4,750.00*	*10,000.00*	*29,287.50*
					Amount	4,000.00	4,750.00	10,000.00	29,287.50
Site # 2 Collins Ave. & Newman Ave.	9	10” CIPP LINER	175	LF	*Unit Price*	*113.00*	*103.00*	*110.00*	*68.00*
					Amount	19,775.00	18,025.00	19,250.00	11,900.00
	10	8” CIPP LINER	364	LF	*Unit Price*	*66.00*	*59.00*	*66.00*	*50.00*
					Amount	24,024.00	21,476.00	24,024.00	18,200.00
	11	REINSTATE SERVICES	5	EA	*Unit Price*	*28.00*	*25.00*	*1,000.00*	*175.00*
					Amount	140.00	125.00	5,000.00	875.00
	12	CUT INTRUDING SERVICES	1	EA	*Unit Price*	*355.00*	*315.00*	*430.00*	*500.00*
					Amount	355.00	315.00	430.00	500.00
	13	EPOXY COATING	27.6	VF	*Unit Price*	*255.00*	*322.00*	*350.00*	*180.00*
					Amount	7,038.00	8,887.20	9,660.00	4,968.00
	14	CALCIUM ALUMINATE	27.6	VF	*Unit Price*	*185.00*	*272.00*	*290.00*	*165.00*
					Amount	5,106.00	7,507.20	8,004.00	4,554.00
	15	ADDITIONAL CLEANING	27.6	VF	*Unit Price*	*4.00*	*5.00*	*6.00*	*15.00*
					Amount	110.40	138.00	165.60	414.00
	16	ADDITIONAL CALCIUM ALUMINATE	27.6	VF	*Unit Price*	*80.00*	*63.00*	*70.00*	*25.00*
					Amount	2,208.00	1,738.80	1,932.00	690.00
	17	BYPASS PUMPING	1	LS	*Unit Price*	*730.00*	*650.00*	*20,000.00*	*8,500.00*
					Amount	730.00	650.00	20,000.00	8,500.00
	18	TRAFFIC CONTROL	1	LS	*Unit Price*	*730.00*	*650.00*	*4,800.00*	*1,500.00*
					Amount	730.00	650.00	4,800.00	1,500.00
	19	MOBILIZATION	1	LS	*Unit Price*	*4,000.00*	*4,750.00*	*8,700.00*	*29,287.50*
					Amount	4,000.00	4,750.00	8,700.00	29,287.50
Site # 3 Rice Ave. & Palmer Ave.	20	10” CIPP LINER	746	LF	*Unit Price*	*57.00*	*52.00*	*59.00*	*53.28*
					Amount	42,522.00	38,792.00	44,014.00	39,746.88
	21	REINSTATE SERVICES	1	EA	*Unit Price*	*28.00*	*25.00*	*1,800.00*	*800.00*
					Amount	28.00	25.00	1,800.00	800.00
	22	EPOXY COATING	33.4	VF	*Unit Price*	*255.00*	*322.00*	*350.00*	*180.00*
					Amount	8,517.00	10,754.80	11,690.00	6,012.00
	23	CALCIUM ALUMINATE	33.4	VF	*Unit Price*	*185.00*	*272.00*	*290.00*	*165.00*
					Amount	6,179.00	9,084.80	9,686.00	5,511.00
	24	ADDITIONAL CLEANING	33.4	VF	*Unit Price*	*4.00*	*5.00*	*6.00*	*15.00*
					Amount	133.60	167.00	200.40	501.00
	25	ADDITIONAL CALCIUM ALUMINATE	33.4	VF	*Unit Price*	*80.00*	*63.00*	*70.00*	*25.00*
					Amount	2,672.00	2,104.20	2,338.00	835.00
	26	BYPASS PUMPING	1	LS	*Unit Price*	*730.00*	*650.00*	*26,000.00*	*8,500.00*
					Amount	730.00	650.00	26,000.00	8,500.00

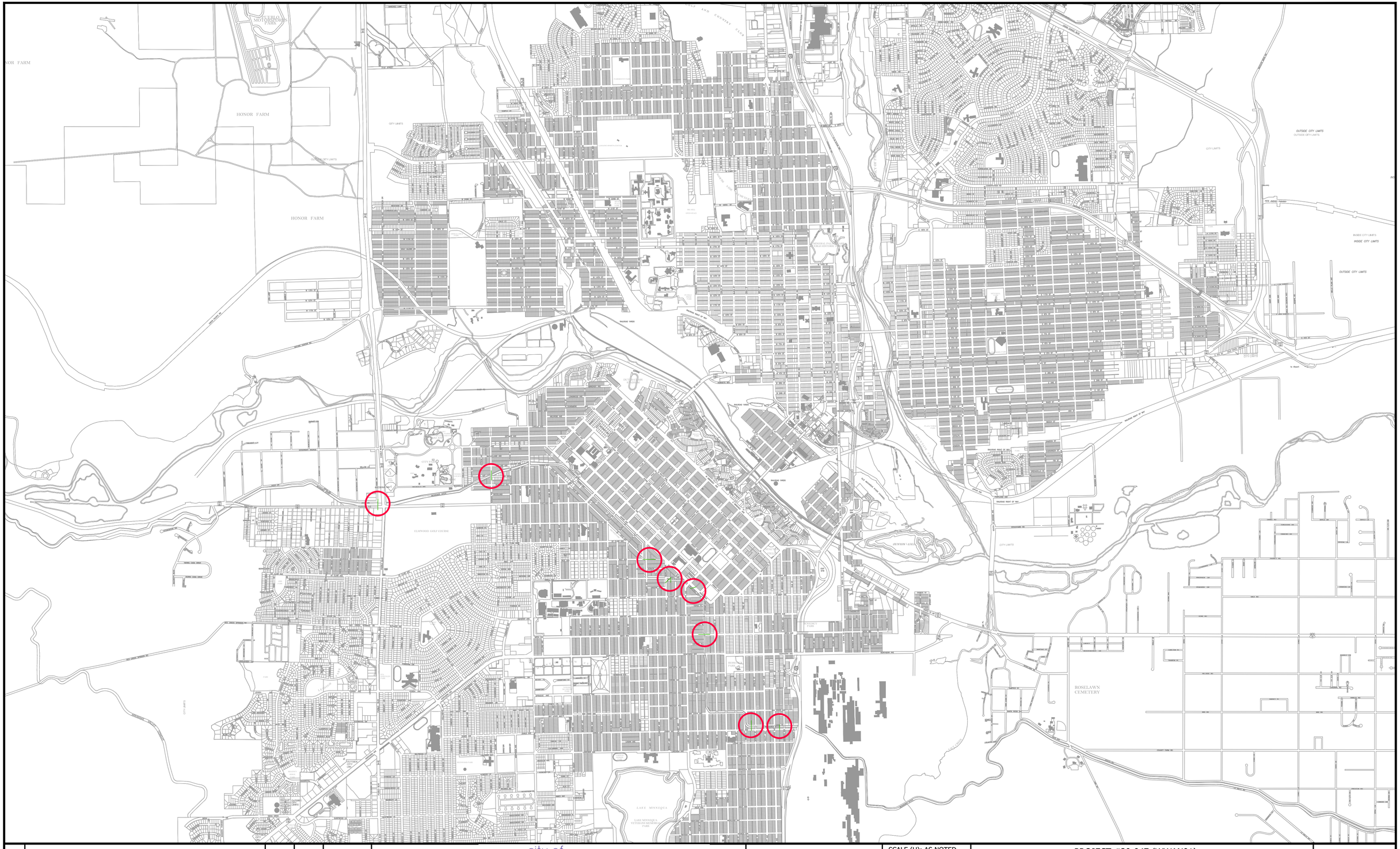
All prices as submitted--Evaluation Committee will determine if bidder has met bid requirements.

Bid: 22-001 (WW1705) Bessemer Ditch Lining Project						K.R. Swerdfeger Construction, LLC	Granite Inliner, LLC	American West Construction, LLC	National Power Rodding Corp
Opening Date: February 4, 2022 Time: 10:00:00 AM									
Item		Description	Estimated Quantity						
	27	TRAFFIC CONTROL	1	LS	*Unit Price*	*730.00*	*650.00*	*6,200.00*	*2,500.00*
					Amount	730.00	650.00	6,200.00	2,500.00
	28	MOBILIZATION	1	LS	*Unit Price*	*4,000.00*	*4,750.00*	*10,000.00*	*29,287.50*
					Amount	4,000.00	4,750.00	10,000.00	29,287.50
Site # 4 Berkley Ave. & Small Ave.	29	8" CIPP LINER	402	LF	*Unit Price*	*90.00*	*82.00*	*79.00*	*89.30*
					Amount	36,180.00	32,964.00	31,758.00	35,898.60
	30	REINSTATE SERVICES	3	EA	*Unit Price*	*28.00*	*25.00*	*930.00*	*175.00*
					Amount	84.00	75.00	2,790.00	525.00
	31	EPOXY COATING	39.8	VF	*Unit Price*	*255.00*	*322.00*	*350.00*	*180.00*
					Amount	10,149.00	12,815.60	13,930.00	7,164.00
	32	CALCIUM ALUMINATE	39.8	VF	*Unit Price*	*185.00*	*272.00*	*290.00*	*165.00*
					Amount	7,363.00	10,825.60	11,542.00	6,567.00
	33	ADDITIONAL CLEANING	39.8	VF	*Unit Price*	*4.00*	*5.00*	*6.00*	*15.00*
					Amount	159.20	199.00	238.80	597.00
	34	ADDITIONAL CALCIUM ALUMINATE	39.8	VF	*Unit Price*	*80.00*	*63.00*	*70.00*	*25.00*
					Amount	3,184.00	2,507.40	2,786.00	995.00
	35	BYPASS PUMPING	1	LS	*Unit Price*	*730.00*	*650.00*	*18,000.00*	*8,500.00*
					Amount	730.00	650.00	18,000.00	8,500.00
	36	TRAFFIC CONTROL	1	LS	*Unit Price*	*730.00*	*650.00*	*7,600.00*	*2,500.00*
					Amount	730.00	650.00	7,600.00	2,500.00
	37	MOBILIZATION	1	LS	*Unit Price*	*4,000.00*	*4,750.00*	*8,700.00*	*29,287.50*
					Amount	4,000.00	4,750.00	8,700.00	29,287.50
Site # 5 Adams Ave. & Summit Ave.	38	8" CIPP LINER	173	LF	*Unit Price*	*110.00*	*100.00*	*110.00*	*310.00*
					Amount	19,030.00	17,300.00	19,030.00	53,630.00
	39	EPOXY COATING	26.2	VF	*Unit Price*	*255.00*	*322.00*	*350.00*	*180.00*
					Amount	6,681.00	8,436.40	9,170.00	4,716.00
	40	CALCIUM ALUMINATE	26.2	VF	*Unit Price*	*185.00*	*272.00*	*290.00*	*165.00*
					Amount	4,847.00	7,126.40	7,598.00	4,323.00
	41	ADDITIONAL CLEANING	26.2	VF	*Unit Price*	*4.00*	*5.00*	*6.00*	*15.00*
					Amount	104.80	131.00	157.20	393.00
	42	ADDITIONAL CALCIUM ALUMINATE	26.2	VF	*Unit Price*	*80.00*	*63.00*	*70.00*	*25.00*
					Amount	2,096.00	1,650.60	1,834.00	655.00
	43	BYPASS PUMPING	1	LS	*Unit Price*	*730.00*	*650.00*	*17,000.00*	*8,500.00*
					Amount	730.00	650.00	17,000.00	8,500.00
	44	TRAFFIC CONTROL	1	LS	*Unit Price*	*730.00*	*650.00*	*5,300.00*	*3,000.00*
					Amount	730.00	650.00	5,300.00	3,000.00
	45	MOBILIZATION	1	LS	*Unit Price*	*4,000.00*	*4,750.00*	*7,600.00*	*29,287.50*
					Amount	4,000.00	4,750.00	7,600.00	29,287.50
Site # 6 Mesa Ave. & Stone Ave.	46	12" CIPP LINER	639	LF	*Unit Price*	*77.00*	*70.00*	*56.00*	*50.62*
					Amount	49,203.00	44,730.00	35,784.00	32,346.18
	47	REINSTATE SERVICES	2	EA	*Unit Price*	*28.00*	*25.00*	*1,200.00*	*175.00*
					Amount	56.00	50.00	2,400.00	350.00
	48	EPOXY COATING	18.9	VF	*Unit Price*	*255.00*	*322.00*	*350.00*	*180.00*
					Amount	4,819.50	6,085.80	6,615.00	3,402.00
	49	CALCIUM ALUMINATE	18.9	VF	*Unit Price*	*185.00*	*272.00*	*290.00*	*165.00*
					Amount	3,496.50	5,140.80	5,481.00	3,118.50
	50	ADDITIONAL CLEANING	18.9	VF	*Unit Price*	*4.00*	*5.00*	*6.00*	*15.00*
					Amount	75.60	94.50	113.40	283.50
	51	ADDITIONAL CALCIUM ALUMINATE	18.9	VF	*Unit Price*	*80.00*	*63.00*	*70.00*	*25.00*
					Amount	1,512.00	1,190.70	1,323.00	472.50
	52	BYPASS PUMPING	1	LS	*Unit Price*	*1,500.00*	*1,400.00*	*17,000.00*	*8,500.00*
					Amount	1,500.00	1,400.00	17,000.00	8,500.00

All prices as submitted--Evaluation Committee will determine if bidder has met bid requirements.

Bid: 22-001 (WW1705) Bessemer Ditch Lining Project						K.R. Swerdfeger Construction, LLC	Granite Inliner, LLC	American West Construction, LLC	National Power Rodding Corp
Opening Date: February 4, 2022 Time: 10:00:00 AM									
	Item	Description	Estimated Quantity						
	53	TRAFFIC CONTROL	1	LS	*Unit Price*	*730.00*	*650.00*	*3,600.00*	*2,000.00*
					Amount	730.00	650.00	3,600.00	2,000.00
	54	MOBILIZATION	1	LS	*Unit Price*	*4,000.00*	*4,750.00*	*7,100.00*	*29,287.50*
					Amount	4,000.00	4,750.00	7,100.00	29,287.50
Site # 7 Spruce St. & Canal St.	55	8" CIPP LINER	329	LF	*Unit Price*	*70.00*	*62.00*	*60.00*	*103.00*
					Amount	23,030.00	20,398.00	19,740.00	33,887.00
	56	REINSTATE SERVICES	8	EA	*Unit Price*	*28.00*	*25.00*	*650.00*	*175.00*
					Amount	224.00	200.00	5,200.00	1,400.00
	57	CUT INTRUDING SERVICES	1	EA	*Unit Price*	*355.00*	*315.00*	*430.00*	*500.00*
					Amount	355.00	315.00	430.00	500.00
	58	EPOXY COATING	24.1	VF	*Unit Price*	*255.00*	*322.00*	*350.00*	*180.00*
					Amount	6,145.50	7,760.20	8,435.00	4,338.00
	59	CALCIUM ALUMINATE	24.1	VF	*Unit Price*	*185.00*	*272.00*	*290.00*	*165.00*
					Amount	4,458.50	6,555.20	6,989.00	3,976.50
	60	ADDITIONAL CLEANING	24.1	VF	*Unit Price*	*4.00*	*5.00*	*6.00*	*15.00*
					Amount	96.40	120.50	144.60	361.50
	61	ADDITIONAL CALCIUM ALUMINATE	24.1	VF	*Unit Price*	*80.00*	*63.00*	*70.00*	*25.00*
					Amount	1,928.00	1,518.30	1,687.00	602.50
	62	BYPASS PUMPING	1	LS	*Unit Price*	*730.00*	*650.00*	*8,200.00*	*8,500.00*
					Amount	730.00	650.00	8,200.00	8,500.00
	63	TRAFFIC CONTROL	1	LS	*Unit Price*	*730.00*	*650.00*	*4,500.00*	*2,500.00*
					Amount	730.00	650.00	4,500.00	2,500.00
	64	MOBILIZATION	1	LS	*Unit Price*	*4,000.00*	*4,750.00*	*7,100.00*	*29,287.50*
					Amount	4,000.00	4,750.00	7,100.00	29,287.50
Site # 8 Jones Ave. & Abriendo Ave.	65	10" CIPP LINER	142	LF	*Unit Price*	*136.00*	*121.00*	*130.00*	*187.00*
					Amount	19,312.00	17,182.00	18,460.00	26,554.00
	66	REINSTATE SERVICES	2	EA	*Unit Price*	*28.00*	*25.00*	*1,200.00*	*175.00*
					Amount	56.00	50.00	2,400.00	350.00
	67	CUT INTRUDING SERVICES	2	EA	*Unit Price*	*355.00*	*315.00*	*430.00*	*500.00*
					Amount	710.00	630.00	860.00	1,000.00
	68	EPOXY COATING	27.4	VF	*Unit Price*	*255.00*	*322.00*	*350.00*	*180.00*
					Amount	6,987.00	8,822.80	9,590.00	4,932.00
	69	CALCIUM ALUMINATE	27.4	VF	*Unit Price*	*185.00*	*272.00*	*290.00*	*165.00*
					Amount	5,069.00	7,452.80	7,946.00	4,521.00
	70	ADDITIONAL CLEANING	27.4	VF	*Unit Price*	*4.00*	*5.00*	*6.00*	*15.00*
					Amount	109.60	137.00	164.40	411.00
	71	ADDITIONAL CALCIUM ALUMINATE	27.4	VF	*Unit Price*	*80.00*	*63.00*	*70.00*	*25.00*
					Amount	2,192.00	1,726.20	1,918.00	685.00
	72	BYPASS PUMPING	1	LS	*Unit Price*	*730.00*	*650.00*	*11,000.00*	*8,500.00*
					Amount	730.00	650.00	11,000.00	8,500.00
	73	TRAFFIC CONTROL	1	LS	*Unit Price*	*730.00*	*650.00*	*4,500.00*	*2,500.00*
					Amount	730.00	650.00	4,500.00	2,500.00
	74	MOBILIZATION	1	LS	*Unit Price*	*4,000.00*	*4,750.00*	*7,100.00*	*29,287.50*
					Amount	4,000.00	4,750.00	7,100.00	29,287.50
					Grand Total Bid	**$432,022.80**	**$441,214.40**	**$686,589.20**	**$720,434.66**

All prices as submitted--Evaluation Committee will determine if bidder has met bid requirements.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LAKE MINNEQUA
LAKE MINNEQUA VETERANS MEMORIAL PARK
ROSELAWN CEMETERY
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CITY LIMITS

City Clerk's Office Item # M-3

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: May 23, 2022

TO: President Heather Graham and Members of City Council

CC: Nicholas A. Gradisar, Mayor

VIA: Marisa Stoller, City Clerk

FROM: Andrew E. Hayes, P.E., Director of Public Works

SUBJECT: A RESOLUTION AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF $140,229.60 TO DOUG VAUGHN, LLC., AND SETTING FORTH $59,750 FOR CONTINGENCIES, FOR PROJECT NO. 22-025 ABRIENDO AVENUE ADA CURB RAMPS PHASE 2 AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

SUMMARY:

Attached is a resolution awarding a construction contract to Doug Vaughn, LLC., for Project No. 22-025 Abriendo Avenue ADA Curb Ramps Phase 2.

PREVIOUS COUNCIL ACTION:

None

BACKGROUND:

In general, this project will consist of the construction of ADA compliant curb ramps and sidewalk on Abriendo Avenue, between Cleveland Street and Union Avenue. Construction will include replacement of concrete sidewalk, curb and gutter, asphalt patching, striping, and other items related to the construction.

FINANCIAL IMPLICATIONS:

Funding (including contingencies) in the amount of $199,979.30 will be paid from account CD2116 ADA Ramps - Citywide.

BOARD/COMMISSION RECOMMENDATION:

None

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

If the contract is not awarded, the project cannot proceed.

RECOMMENDATION:

Approval of the Resolution.

Attachments:
Bid Summary Sheet

RESOLUTION NO. 14892

A RESOLUTION AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF $140,229.60 TO DOUG VAUGHN, LLC., AND SETTING FORTH $59,750 FOR CONTINGENCIES, FOR PROJECT NO. 22-025 ABRIENDO AVENUE ADA CURB RAMPS PHASE 2 AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

WHEREAS, competitive bids for the Project No. 22-025 Abriendo Avenue ADA Curb Ramps Phase 2 have been received and examined; and

WHEREAS, the proposal of Doug Vaughn LLC., was the lowest of those bids determined to be responsive, and the Committee of Awards recommends to the City Council that it authorize Project No. 22-025 to be performed; NOW, THEREFORE,

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

SECTION 1.

City Council authorizes Project No. 22-025 Abriendo Avenue ADA Curb Ramps Phase 1 to be performed, and the contract for said project is hereby awarded to Doug Vaughn, LLC., in the amount of $140,229.60.

SECTION 2.

Funds for Project 22-025 shall be from Project No. CD2116 ADA Ramps - Citywide.

SECTION 3.

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

SECTION 4.

In addition to the amount of the bid set forth, as aforementioned, an additional amount as stipulated in this section is hereby established for contingencies and additional work.

Contingencies and Additional Work……$59,750.00

SECTION 5.

The officers and staff of the City of Pueblo are authorized to perform any and all acts consistent with the intent of this Resolution and the contract to implement the transactions described therein.

SECTION 6.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED May 23, 2022

BY: Vicente Martinez Ortega
MEMBER OF CITY COUNCIL

APPROVED: _____
PRESIDENT OF CITY COUNCIL

ATTESTED BY: _____
DEPUTY CITY CLERK

Bid: 22-025 Abriendo Avenue ADA Curb Ramps Phase 2 (CDBG)							**Doug Vaughn, LLC**
Opening Date: May 10, 2022 Time: 10:00:00 AM							
Item		**Description**	**Estimated Quantity**				
Abriendo Ave. & Idaho Ave. to Abriendo Ave. & Cleveland St.	1	Remove Asphalt	1161	SF	*Unit Price*	*3.50*	
					Amount	4063.50	
	2	Remove Curb and Gutter	501	LF	*Unit Price*	*5.00*	
					Amount	2505.00	
	3	Remove Concrete	4057	SF	*Unit Price*	*3.50*	
					Amount	14199.50	
	4	Construct Curb Head	972	LF	*Unit Price*	*20.00*	
					Amount	19440.00	
	5	Construct Curb and Gutter	501	LF	*Unit Price*	*26.00*	
					Amount	13026.00	
	6	Construct 4" Concrete	3404	SF	*Unit Price*	*5.70*	
					Amount	19402.80	
	7	Construct 6" Concrete	216	SF	*Unit Price*	*6.50*	
					Amount	1404.00	
	8	Construct 2" Asphalt Patch	204	SF	*Unit Price*	*6.00*	
					Amount	1224.00	
	9	Construct 6" Asphalt Patch	1049	SF	*Unit Price*	*8.50*	
					Amount	8916.50	
	10	Install 24"x30" Tactile Band	6	Each	*Unit Price*	*150.00*	
					Amount	900.00	
	11	Install 24"x24" Tactile Band	78	Each	*Unit Price*	*150.00*	
					Amount	11700.00	
	12	Remove Traffic Signal Pole	2	Each	*Unit Price*	*1000.00*	
					Amount	2000.00	
	13	Remove Pedestrian Pole	2	Each	*Unit Price*	*300.00*	
					Amount	600.00	
	14	Relocate Fence	15	LF	*Unit Price*	*25.00*	
					Amount	375.00	
	15	Install Sod	390	SF	*Unit Price*	*15.00*	
					Amount	5850.00	
	16	Subgrade Stabilization	24	Ton	*Unit Price*	*40.00*	
					Amount	960.00	
	17	Mobilization	1	LS	*Unit Price*	*8000.00*	
					Amount	8000.00	
	18	Construction Traffic Control	1	LS	*Unit Price*	*6000.00*	
					Amount	6000.00	
	19	Erosion and Sediment Control	1	LS	*Unit Price*	*300.00*	
					Amount	300.00	
					Total Base Bid	**$120,866.30**	
Bid Alternate No. 1							
Abriendo Ave. & Colorado Ave.	20	Remove Asphalt	107	SF	*Unit Price*	*3.50*	
					Amount	374.50	
	21	Remove Curb and Gutter	50	LF	*Unit Price*	*5.00*	
					Amount	250.00	
	22	Remove Concrete	555	SF	*Unit Price*	*3.50*	
					Amount	1942.50	
	23	Construct Curb Head	22	LF	*Unit Price*	*20.00*	
					Amount	440.00	
	24	Construct Curb and Gutter	50	LF	*Unit Price*	*26.00*	
					Amount	1300.00	
	25	Construct 4" Concrete	332	SF	*Unit Price*	*5.70*	
					Amount	1892.40	

All prices as submitted. Evaluation Committee will determine if bidder has met bid requirements.

Bid: 22-025 Abriendo Avenue ADA Curb Ramps Phase 2 (CDBG)						
Opening Date: May 10, 2022 Time: 10:00:00 AM						Doug Vaughn, LLC
Item		Description	Estimated Quantity			
Abriendo Ave. & Colorado Ave.	26	Construct 6" Concrete	216	SF	*Unit Price*	*6.50*
					Amount	1404.00
	27	Construct 6" Asphalt Patch	107	SF	*Unit Price*	*8.50*
					Amount	909.50
	28	Install 24"x24" Tactile Band	15	Each	*Unit Price*	*150.00*
					Amount	2250.00
	29	Install Pedestrian Pole (4')	1	Each	*Unit Price*	*2325.00*
					Amount	2325.00
	30	Install Pedestrian Push Button	3	Each	*Unit Price*	*2305.00*
					Amount	6915.00
	31	Install 2" Electrical Conduit & Wiring	10	LF	*Unit Price*	*29.00*
					Amount	290.00
	32	Remove/Replace Traffic Pull Box (17"x30")	1	Each	*Unit Price*	*935.00*
					Amount	935.00
	33	Subgrade Stabilization	3	Ton	*Unit Price*	*40.00*
					Amount	120.00
	34	Mobilization	1	LS	*Unit Price*	*7000.00*
					Amount	7000.00
	35	Construction Traffic Control	1	LS	*Unit Price*	*3000.00*
					Amount	3000.00
	36	Erosion and Sediment Control	1	LS	*Unit Price*	*300.00*
					Amount	300.00
					Total Bid Alternate No. 1	**$31,647.90**
Bid Alternate No. 2						
Abriendo Ave. & Midway Ave. to Abriendo Ave. & King Ave.	37	Remove Asphalt	141	SF	*Unit Price*	*3.50*
					Amount	493.50
	38	Remove Curb and Gutter	68	LF	*Unit Price*	*5.00*
					Amount	340.00
	39	Remove Concrete	573	SF	*Unit Price*	*3.50*
					Amount	2005.50
	40	Construct Curb Head	95	LF	*Unit Price*	*20.00*
					Amount	1900.00
	41	Construct Curb and Gutter	68	LF	*Unit Price*	*26.00*
					Amount	1768.00
	42	Construct 4" Concrete	384	SF	*Unit Price*	*5.70*
					Amount	2188.80
	43	Construct 6" Concrete	186	SF	*Unit Price*	*6.50*
					Amount	1209.00
	44	Construct 6" Asphalt Patch	141	SF	*Unit Price*	*8.50*
					Amount	1198.50
	45	Install 24"x24" Tactile Band	12	Each	*Unit Price*	*150.00*
					Amount	1800.00
	46	Subgrade Stabilization	4	Ton	*Unit Price*	*40.00*
					Amount	160.00
	47	Mobilization	1	LS	*Unit Price*	*4000.00*
					Amount	4000.00
	48	Construction Traffic Control	1	LS	*Unit Price*	*2000.00*
					Amount	2000.00
	49	Erosion and Sediment Control	1	LS	*Unit Price*	*300.00*
					Amount	300.00
					Total Bid Alternate No. 2	**$19,363.30**

All prices as submitted. Evaluation Committee will determine if bidder has met bid requirements.

City Clerk's Office Item # M-4

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: May 23, 2022

TO: President Heather Graham and Members of City Council

CC: Nicholas A. Gradisar, Mayor

VIA: Marisa Stoller, City Clerk

FROM: Andrew E. Hayes, P.E., Director of Public Works

SUBJECT**:** A RESOLUTION AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF $24,064 TO DOUG VAUGHN, LLC., AND SETTING FORTH $5,691 FOR CONTINGENCIES, FOR PROJECT NO. 22-032 ELMWOOD GOLF COURSE CART PATH PHASE 2 AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

SUMMARY:

Attached is a resolution awarding a construction contract to Doug Vaughn, LLC., for Project No. 22-032 Elmwood Golf Course Cart Path Phase 2.

PREVIOUS COUNCIL ACTION:

The 2021 budget that was approved on November 9, 2020, Ordinance No. 9817 created Project EW2101, in the amount of $45,000.00.

The 2022 budget that was approved on November 22, 2021, Ordinance 10050, budgeted an additional $50,000.00 to project EW2101.

Resolution 14825, dated March 14, 2022, approved the award of a construction contract in the amount of $42,810 to Doug Vaughn, LLC., and set forth $7,000 for contingencies.

On May 9, 2022, A Resolution was proposed to amend the construction contract with Doug Vaughn, LLC., in the amount of $12,000.

BACKGROUND:

In general, this project consists of the removal of existing asphalt cart path, which is deteriorated, and the replacement of the path with a six-foot-wide concrete golf cart path and curb head at the Elmwood Golf Course.

FINANCIAL IMPLICATIONS:

Funding (including contingencies) in the amount of $29,755 will be paid from account EW2101 Cart Path Repair/Replace - Elmwood.

BOARD/COMMISSION RECOMMENDATION:

The Golf Course Enterprise Citizen's Advisory Committee supports this project.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

None.

RECOMMENDATION:

Approval of the Resolution.

Attachments:
Bid Summary Sheet

RESOLUTION NO. 14893

A RESOLUTION AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF $24,064 TO DOUG VAUGHN, LLC., AND SETTING FORTH $5,691 FOR CONTINGENCIES, FOR PROJECT NO. 22-032 ELMWOOD GOLF COURSE CART PATH PHASE 2 AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

WHEREAS, competitive bids for the Project No. 22-032 Elmwood Golf Course Cart Path Phase 2 have been received and examined; and

WHEREAS, the proposal of Doug Vaughn LLC., was the lowest of those bids determined to be responsive, and the Committee of Awards recommends to the City Council that it authorize Project No. 22-032 to be performed; NOW, THEREFORE,

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

SECTION 1.

City Council authorizes Project No. 22-032 Elmwood Golf Course Cart Path Phase 2 to be performed, and the contract for said project is hereby awarded to Doug Vaughn, LLC., in the amount of $24,064.00.

SECTION 2.

Funds for Project 22-032 shall be from Project No. EW2101 Cart Path Repair/Replace - Elmwood.

SECTION 3.

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

SECTION 4.

In addition to the amount of the bid set forth, as aforementioned, an additional amount as stipulated in this section is hereby established for contingencies and additional work.

Contingencies and Additional Work……$5,691.00

SECTION 5.

The officers and staff of the City of Pueblo are authorized to perform any and all acts consistent with the intent of this Resolution and the contract to implement the transactions described therein.

SECTION 6.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED May 23, 2022

BY: Vicente Martinez Ortega
MEMBER OF CITY COUNCIL

APPROVED: _____
PRESIDENT OF CITY COUNCIL

ATTESTED BY: _____
DEPUTY CITY CLERK

Bid: 22-032 Elmwood Golf Course Cart Path Phase 2					Doug Vaughn, LLC	Merriman Land Works dba Flat & Fancy	Latcon Corp
Opening Date: April 20, 2022 Time: 10:00:00 AM							
Item	**Description**	**Estimated Quantity**					
1	Remove Asphalt	71	CY	*Unit Price*	*120.00*	*85.00*	*472.25*
				Amount	8520.00	6035.00	33529.75
2	Construct 4-inch-thick Concrete Path	5752	SF	*Unit Price*	*5.75*	*11.00*	*27.25*
				Amount	33074.00	63272.00	156742.00
3	Construct 6” Curb	216	LF	*Unit Price*	*19.00*	*18.00*	*48.30*
				Amount	4104.00	3888.00	10432.80
4	Mobilization	1	LS	*Unit Price*	*3000.00*	*2500.00*	*5000.00*
				Amount	3000.00	2500.00	5000.00
5	Erosion & Sediment Control Plan	1	LS	*Unit Price*	*300.00*	*500.00*	*13867.45*
				Amount	300.00	500.00	13867.45
				Total Base Bid	**$48,998.00**	**$76,195.00**	**$219,572.00**

All prices as submitted--Evaluation Committee will determine if bidder has met bid requirements.

BACKGROUND PAPER FOR PROPOSED RESOLUTION

COUNCIL MEETING DATE: May 23, 2022

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Chris Noeller, Chief of Police

SUBJECT: A RESOLUTION APPROVING AND ACCEPTING A COLORADO DEPARTMENT OF LAW PEACE OFFICER STANDARDS AND TRAINING (POST) GRANT, JULY 1, 2021 THROUGH JUNE 30, 2022, ESTABLISHING PROJECT NUMBER PS2205, TRANSFERRING FUNDS NOT TO EXCEED THE AMOUNT OF $4000 FROM PROJECTS-TO-BE-DETERMINED IN THE PUBLIC SAFETY GRANTS FUND

SUMMARY:

The Colorado Department of Law has informed the Pueblo Police Department that funds are available for a Peace Officer Standards and Training (POST) Grant. The term of this grant covers the period from July 1, 2021 through June 30, 2022.

PREVIOUS COUNCIL ACTION:

Previous grants of this nature have routinely been approved each year.

BACKGROUND:

The Colorado Department of Law has informed the Pueblo Police Department that funds are available for a Peace Officer Standards and Training (POST) Grant. These funds will be used to provide leadership training. The term of this grant covers the period from July 1, 2021 through June 30, 2022.

FINANCIAL IMPLICATIONS:

This grant will require staff time for project management and reporting.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

There is no stakeholder process required for this grant.

ALTERNATIVES:

If City Council does not approve this Resolution, the grant offer will not be accepted and the $4000.00 will not be given to the Police Department for training needs.

RECOMMENDATION:

Approval of the Resoution.

Attachments:
POST Purchase Order and POST Award Letter

ORDINANCE NO. 14894

A RESOLUTION APPROVING AND ACCEPTING A COLORADO DEPARTMENT OF LAW PEACE OFFICER STANDARDS AND TRAINING (POST) GRANT, JULY 1, 2021 THROUGH JUNE 30, 2022, ESTABLISHING PROJECT NUMBER PS2205, TRANSFERRING FUNDS NOT TO EXCEED THE AMOUNT OF $4,000 FROM PROJECTS-TO-BE-DETERMINED IN THE PUBLIC SAFETY GRANTS FUND

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 Colorado Department of Law, Peace Officer Standards and Training (POST); and

WHEREAS, the Colorado Department of Law, Peace Officer Standards and Training (POST) has tendered 2022 In-service Grant funding; 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 RESOLVED BY THE CITY COUNCIL OF PUEBLO, that:

SECTION 1.

The Award of the 2021 Colorado Department of Law, Peace Officer Standards and Training (POST) In-service Grant funding is hereby accepted and approved in the amount of $4,000.00.

SECTION 2.

Project Number PS2205 is hereby established in the Public Safety Grants Fund.

SECTION 3.

The amount of $4,000.00 is hereby authorized for transfer from the Projects To Be Determined Account in the Public Safety Grants Fund to Project Number PS2205. Said funds shall only be expended and used for this Project.

SECTION 4.

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 5.

This Resolution shall become effective on the date of final passage.

INTRODUCED May 23, 2022

BY: Vicente Martinez Ortega
MEMBER OF CITY COUNCIL

APPROVED: _____
PRESIDENT OF CITY COUNCIL

ATTESTED BY: _____
DEPUTY CITY CLERK

PHIL WEISER
Attorney General

NATALIE HANLON LEH
Chief Deputy Attorney General

ERIC R. OLSON
Solicitor General

ERIC T. MEYER
Chief Operating Officer

STATE OF COLORADO
DEPARTMENT OF LAW

RALPH L. CARR
COLORADO JUDICIAL CENTER
1300 Broadway, 10th Floor
Denver, Colorado 80203
Phone (720) 508-6000

Peace Officer Standards and Training

April 6, 2022

TO: Pueblo Police Department

Congratulations! The office of Peace Officer Standards and Training (POST) has approved an award of **$4,000.00** for your law enforcement training program. Our offer of this award is subject to your agreement to:

1. Use the grant funds **only** as specified in the submitted approved grant application;
2. Maintain your records to show and account for the uses of grant funds;
3. Allow POST access to records to verify grant expenditures and activities;
4. Comply with reasonable requests for information about program activities; *and*
5. Meet terms and conditions specified in the Small Dollar Grant Award (SDGA) attached to this letter.

If your organization agrees to these terms, please have an authorized representative electronically sign the attached SDGA.

You cannot incur any charges, pay for, or order any items that have been approved in this award prior to the full execution of the SDGA. Once the SDGA has been signed by the State a copy will be returned to you electronically for your records. Again, you may not incur costs prior to the date the Contract's and Procurement Director signs the SDGA.

The end date for this SDGA is **June 30, 2022**. All paid invoices for payment must be submitted no later than close of business **June 30, 2022**.

If you have any questions, please contact Kimberly Hernandez at kimberly.hernandez@coag.gov or 720-508-6682.

Sincerely,

Kimberly Hernandez
POST Grant Manager

DocuSign Envelope ID: BD7CD1D9-5AC7-40BE-BAD7-5BFD1BC7B1D3

COLORADO DEPARTMENT OF LAW	IMPORTANT		Small Dollar Grant Award
PEACE OFFICER STANDARDS AND TRAINING (POST)			DEPARTMENT OF LAW
RALPH L. CARR COLORADO JUDICIAL CENTER	The SDGA # and LINE # must appear on all invoices, packing slips, cartons and correspondence.		PEACE OFFICER STANDARDS AND TRAINING
1300 BROADWAY, 9TH FLOOR			
DENVER, CO 80203		SDGA #:	POGG1 LAAA GT202200000000000052
Grantee: Pueblo Police Department		Start Date: 7/1/2021	End Date: 6/30/2022
Contact: Detective Roman Castro			
Contact's County: Pueblo County			
Phone: 719-240-0229			
E-Mail: rcastro@pueblo.us			

Ship To:		Invoice To:
Name and Address: Pueblo Police Department		Colorado Department of Law
200 S. Main Street		PEACE OFFICER STANDARDS AND TRAINING (POST)
Pueblo, CO 81003		1300 Broadway, 9th Floor
		Denver, CO. 80203
		post.grants@coag.gov

Instructions to Grantee

Any questions regarding this Small Dollar Grant Award should be directed to post.grants@coag.gov	1. If for any reason delivery 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.)

Special Instructions:

1. Order of precedence: 1) Small Dollar Grant Award Terms & Conditions; 2) Exhibit A Statement of Work (SOW)/Applicable Laws (Exhibit A).
2. **Small Dollar Grant Award Terms and Conditions:**
   https://www.colorado.gov/osc/purchase-order-terms-conditions
3. **Description:**

- This Small Dollar Grant Award is to provide funds to grantee for the training of certified peace officers in the State of Colorado. See Exhibit A Statement of Work.
- Payment will be made upon satisfactory delivery of goods and/or completion of training or services and receipt of a correct grantee invoice and documentation of training attendance.
- Grantee invoices must be received no later than sixty (60) calendar days from the completion of goods and/or the completion of services and/or training. It is the responsibility of the Grantee to ensure that invoices are received at the "Invoice To" location above within the time frame specified. ALL INVOICES FOR PAYMENT MUST BE SUBMITTED NO LATER THAN CLOSE OF BUSINESS JUNE 30, 2022.
- THIS SMALL DOLLAR GRANT AWARD IS NOT EFFECTIVE UNTIL SIGNED BY A CONTRACTS AND PROCUREMENT DIRECTOR. UNDER NO CIRCUMSTANCES SHALL THE GOODS AND/OR SERVICES BE ORDERED OR PERFORMED PRIOR TO THE SDGA EFFECTIVE DATE, NOR EXCEED THE DOCUMENT TOTAL WITHOUT PRIOR WRITTEN AUTHORIZATION FROM THE DEPARTMENT OF LAW.

DOCUMENT TOTAL = $4,000.00

THIS SDGA IS ISSUED IN ACCORDANCE WITH STATE AND FEDERAL REGULATIONS FOR THE STATE OF COLORADO

Name: Mitchell Tate

Title: Contracts and Procurement Director

Date: 4/28/2022

State Purchasing Delegate Signature: DocuSigned by: M Tate 2E52165B36A2433...

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EXHIBIT A

STATEMENT OF WORK

1. **Parties:** This Small Dollar Grant Award (hereinafter called "SDGA") is entered into by **Pueblo Police Department** (hereinafter called "grantee"), and the **STATE OF COLORADO acting by and through the Department of Law, on behalf of the office of Peace Officer Standards and Training (POST)** (hereinafter called "State, or DOL-POST").

2. **General Description:**
   a) **Authority**. Authority to enter into this SDGA exists in C.R.S.24-31-310 and funds have been budgeted, appropriated and otherwise made available pursuant to C.R.S. 42-3-304 (24) and a sufficient unencumbered balance thereof remains available for payment. Required approvals, clearance and coordination have been accomplished from and with appropriate agencies.
   b) Purpose. The purpose of this SDGA is to engage the services of the Grantee to assist the Department of Law, on behalf of the Peace Officer Standards and Training (POST) office, with its statutory responsibility of providing law enforcement training and safety courses to certified Colorado peace officers.

3. **Program Year/Effective Date.** The program year (starting and ending date) is July 1, 2021 thru June 30, 2022. All SDGA's will begin on their effective date (signature date of the State Purchasing Delegate) and end on June 30, 2022. DOL-POST shall not be liable to reimburse the Grantee for any performance, hereunder, including, but not limited to costs or expenses incurred, or be bound by any provision hereof prior to the **Effective Date** or after the **End Date** set forth in the main body of this SDGA.

4. **Project Description and Budget.** The maximum amount payable under this SDGA to the Grantee by the State is **$4,000.00** for the following approved project activities:

Project Activity	Approved Budget
Training Scholarship – Public Safety Leadership Development Program	$4,000.00
TOTAL	**$4,000.00**

5. **Equipment.** Equipment is defined as non-expendable personal property with an acquisition cost of $5,000 or more per unit and a useful life of more than one year. The Grantee is required to document its procurement procedures and maintain this documentation in the grant records. Receipts or invoices with order and delivery dates are required for all equipment items. Vendors are allowed to follow the procurement requirements of the state or unit of local government as long as the requirements meet or exceed the state requirements listed below. Procurement procedures are required and must be maintained in the records of the grantee.

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6. **Inventory Procedures**. If the Grantee is purchasing equipment as a part of this Award the Grantee must have an effective system of property management and controls to safeguard against loss, damage, or theft of equipment.
   Adequate maintenance procedures must be developed to keep the property in good condition. The Grantee is required to maintain a POST inventory form for equipment purchased, in whole or in part, with grant funds which contain the following information:

   - Description of item
   - Serial number and property inventory number
   - Date of purchase and delivery
   - Check or voucher number
   - Cost documentation, invoices, receipts
   - Equipment location
   - Present use
   - Condition
   - Disposition information

7. **Reporting.** Equipment purchased with state grant funds must be reported on annually. A POST equipment reporting form must be submitted to POST at post.grants@coag.gov for each equipment item by June 30th annually. This form provides the necessary disposition and retention information. Equipment records must be maintained for seven (7) years from the date the first annual report is submitted to DOL-POST. If any litigation, claim, or audit is started before the expiration of the seven (7) year period, the records shall be retained beyond the seven-year period, until all litigation, claims, or audit findings involving records have been resolved.

8. **Disposition of Equipment.** Disposition includes the sale or trade-in of equipment as well as the disposal of equipment and the end of its useful life. Disposition of equipment requires DOL-POST approval prior to the disposition. At the end of the grant award period, title to all equipment may vest in the Grantee agency if the Grantee certifies in writing that it will use the property for the same purpose areas under which the grant was made.

9. **Procurement Procedures.** Purchases of equipment and services shall be in a manner providing maximum open and free competition. Procurement shall be made by one of the following methods:

   - **Small purchase procedures** are those relatively simple and informal procurement methods for securing services, and supplies, that does not exceed $25,000 in the aggregate. If small purchase procedures are used for procurement under the grant, written quotes must be obtained and documented from at least three (3) qualified sources. These procedures are generally used for the acquisition of relatively small standardized items such as computers.
   - **Competitive negotiation** (request for proposal or other competitive process) is one method that can be used to procure goods or services that cost more than $25,000. A request for

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proposal (RFP) is publicized, negotiations are conducted with more than one of the sources submitting offers, and either a fixed-price cost-reimbursable type contract is awarded, as appropriate. The following requirements apply to competitive negotiations:

- RFP's must be publicized and identify all evaluation factors and their relative importance. Any response to publicized RFP's shall be honored to the maximum extent possible.
- Proposals must be solicited from at least three (3) qualified sources.
- Vendors must have a method for conducting technical evaluations of the proposals received and for selecting vendors.
- Awards must be made to the responsible firm (individual) who proposal is most advantageous to the program, with price and other factors considered.

- **Competitive sealed bids** (formal advertising) can also be used for procurement over $25,000. Bids are publicly solicited and a firm, fixed-price contract (lump sum or unit price) is awarded to the responsible bidder, whose bid, conforming to all material terms and conditions of the invitation for bids, is the lowest price. Procurement by sealed bids under a grant will be accomplished through the use of state purchasing procedures or an equivalent local established procurement procedure.
- **Non-competitive negotiation** (sole-source justification) is procurement through the solicitation of a proposal from only one source or after solicitation of a number of sources when competition is determined inadequate. Prior approval by DOL-POST is required for all non-competitive procurement.

10. **Payments.** Payments shall be made in accordance with the provisions set forth in the SDGA and applicable State Controller Fiscal Rules and DOL-POST disbursement procedures. Payments to Grantee are limited to the unpaid obligated balance of the SDGA.
Grantee shall submit a request for reimbursement within sixty (60) calendar days from the delivery of goods and/or the completion of services and/or training and no later than June 30, 2022. Payment requests must be submitted with cost documentation (receipts, invoices, canceled checks) and proof of attendance (if attending training). Lodging (hotel) receipts must be dated and itemized.

11. **Grant Record Retention.** 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 June 30, 2019 the state fiscal year would be July 1, 2018 to June 30, 2019. The files could be destroyed after June 30, 2022. Grant records include all financial records, supporting documents, statistical records, and all other records pertinent to the grant. Source documents include copies of the grant award, any required reports, accounting transactions, the general ledger, personnel and payroll records (if applicable to the award) and any related documents and records.

12. **Applicable Laws.** At all times during the performance of this SDGA, Grantee shall comply with all applicable State laws and their implementing regulations, currently in existence and as hereafter amended, including without limitation those set forth in this Exhibit. Laws, regulations, and authoritative guidance incorporated into this SDGA include, without limitation:

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- Department of Law, Peace Officer Standards and Training Continuing Education Grant Guidelines, available on the POST website.
- State of Colorado, State Controller Fiscal Rules, available on the Colorado.gov website.
- C.R.S. §24-31-310 Resources for the Training of Peace Officers.
- C.R.S. §24-31-303 (l) Duties, Powers of the POST Board.
- C.R.S. §24-31-315 Annual In-Service Training Requirements.

13. **Compliance:** The Grantee agrees to be responsible for ensuring compliance with this SDGA Award Terms and Conditions and ensure that any equipment or ammunition purchased as a part of this Award will be used for training purposes only.

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: May 23, 2022

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Steven Meier, Director of Parks and Recreation

SUBJECT: A RESOLUTION TRANSFERRING $36,000 IN THE SOUTHPOINTE SPECIAL IMPROVEMENT MAINTENANCE DISTRICT BUDGET FROM THE "PROJECTS TO BE DETERMINED" OPERATING BUDGET LINE ACCOUNT INTO THE "REPAIR & MAINTENANCE" OPERATING BUDGET LINE ACCOUNT

SUMMARY:

This Resolution will transfer $36,000 in funds in the SouthPointe Special Improvement Maintenance District budget from the "projects to be determined" account into the "repair and maintenance" account.

PREVIOUS COUNCIL ACTION:

Not applicable to this Resolution.

BACKGROUND:

The transferred funds will be used to complete repairs for the following four (4) projects:

1.	Hollywood Sign replacement	$20,000
2.	Resurface Soft Surface Trail	$14,000
3.	Landscape at the Prairie Entrance Sign	$1,000
4.	Landscape at the Hollywood Sign	$1,000
	Total	$36,000

FINANCIAL IMPLICATIONS:

Not applicable to this Resolution.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Resolution.

STAKEHOLDER PROCESS:

SouthPointe Advisory Board approves the funded projects.

ALTERNATIVES:

If this Resolution is not approved, repairs will not be completed.

RECOMMENDATION:

Approval of the Resolution.

Attachments:
Proposed Resolution

RESOLUTION NO. 14895

A RESOLUTION TRANSFERRING $36,000 IN THE SOUTHPOINTE SPECIAL IMPROVEMENT MAINTENANCE DISTRICT BUDGET FROM THE "PROJECTS TO BE DETERMINED" OPERATING BUDGET LINE ACCOUNT INTO THE "REPAIR & MAINTENANCE" OPERATING BUDGET LINE ACCOUNT

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

SECTION 1.

Funds in the amount of $36,000.00 in the SouthPointe Special Improvement Maintenance District Budget will be transferred from the "Projects To Be Determined" operating budget line account to the "Repair & Maintenance" operating budget line account.

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.

SECTION 3.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED May 23, 2022

BY: Vicente Martinez Ortega
MEMBER OF CITY COUNCIL

APPROVED: _____
PRESIDENT OF CITY COUNCIL

ATTESTED BY: _____
DEPUTY CITY CLERK

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: May 23, 2022

TO: President Heather Graham and Members of City Council

CC: Nicholas A. Gradisar, Mayor

VIA: Marisa Stoller, City Clerk

FROM: Andrew Hayes, P.E., Director of Public Works

SUBJECT: A RESOLUTION AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT TO JIM PRESENTS, LLC FOR THE USE OF CENTRAL MAIN STREET FROM CITY CENTER DRIVE TO ALAN HAMEL AVENUE, ON MAY 28, 2022, FOR OVERFLOW SHOW CARS AT A CAR SHOW AT THE PUEBLO CONVENTION CENTER

SUMMARY:

Attached is an application for a revocable permit submitted by Jim Presents, LLC.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

Jim Presents, LLC requests to use Central Main Street from City Center Drive to Alan Hamel Avenue on May 28, 2022, from 6:00 am until 8:00 pm to host their annual car show.

FINANCIAL IMPLICATIONS:

None.

BOARD/COMMISSION RECOMMENDATION:

The Revocable Permit Review Committee recommends approval.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Denying the Resolution will cause the event to be canceled or relocated to another location.

RECOMMENDATION:

Approval of the Resolution.

Attachments:
Background Paper, Letter of Intent, Certificate of Liability, Traffic Control Plan

RESOLUTION NO. 14896

A RESOLUTION AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT TO JIM PRESENTS, LLC FOR THE USE OF CENTRAL MAIN STREET FROM CITY CENTER DRIVE TO ALAN HAMEL AVENUE, ON MAY 28, 2022, FOR OVERFLOW SHOW CARS AT A CAR SHOW AT THE PUEBLO CONVENTION CENTER

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

SECTION 1.

The attached Revocable Permit is authorized to be issued to Jim Presents, LLC for the use of Central Main Street in between City Center Drive and Alan Hamel Avenue on May 28, 2022 at 6:00 am, until 8:00 pm to display overflow show cars for their car show at The Pueblo Convention Center.

SECTION 2.

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

SECTION 3.

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.

SECTION 4

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED May 23, 2022

BY: Vicente Martinez Ortega
MEMBER OF CITY COUNCIL

APPROVED: _____
PRESIDENT OF CITY COUNCIL

ATTESTED BY: _____
DEPUTY 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: Jim Presents, LLC / Ignacio Martinez 3226 Northridge Dr. Pueblo, CO 81001 720-338-0393
2. Permitted Area: Central Main St. from City Center Dr. to Alan Hamel Ave.
3. Purpose of Revocable Permit: Car Show
4. Authorized Improvements: N/A
5. Commencement Date: May 28 Time: 06:00 AM
6. Ending Date: May 28 Time: 08:00 PM

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

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

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

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

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

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

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

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

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

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

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

(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 non-use 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; or (v) revocation or termination of this Permit by resolution of the City Council of City. 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.

Signed in Pueblo, Colorado this 12th day of April, 2022.

PERMITTEE:

Organization: Jim Presents

By: Ignacio Martinez

Title: Owner

STATE OF COLORADO)
COUNTY OF PUEBLO) ss.

The foregoing instrument was acknowledged before me the 12th day of April, 2022 by Ignacio Martinez as Owner.

My commission expires: 6/22/22.

[SEAL]

BETTY JO ARAGON
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 19984005474
MY COMMISSION EXPIRES JUNE 22, 2022

Betty Jo Aragon
Notary Public

APPROVED this _____ day of _____, 20____.
PUEBLO, a Municipal Corporation

By _____
Nicholas A. Gradisar, Mayor

To The City Of Pueblo,

I am Requesting to use the Street Known as Central Main St. From City Center Drive to Allan Hamal Ave For a Single Day Car show on May 28th 2022 from 6:00 AM to 8:00PM. This area will be used to display overflow cars for our car show being held at The Pueblo Convention Center. This will be a family event for the Community of Pueblo and surrounding areas.

Ignacio Martinez

JIM Presents


www.invasion.com
ACANTHAMEL
MAIN ST
Google Earth

I.M. MEDIA
CAR SHOW
MAIN ST & CITY CENTER DR
PUEBLO, CO
MAY 28TH 2022



AMERICAN TRAFFIC SAFETY SERVICES ASSOCIATION

CERT #45632
EXP: 01/07/2024

TRAFFIC CONTROL PLAN DRAWN BY:
A-1 BARRICADE & SIGN, INC.
201 COLORADO AVE.
PUEBLO, CO 81004
719-543-1353 OFFICE
719-543-6244 FAX
A1BARRICADE@YAHOO.COM

APPROVALS:

CITY: _____ DATE: _____

CONTRACTOR: _____ DATE: _____

TCS: _____ DATE: _____

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/12/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
East Main Street Insurance Services, Inc.
Will Maddux
PO Box 1298
Grass Valley CA 95945

CONTACT NAME: Will Maddux
PHONE (A/C, No, Ext): (530) 477-6521 **FAX (A/C, No):**
E-MAIL ADDRESS: info@theeventhelper.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Evanston Insurance Company	35378
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Jim Presents LLC
Ignacio Martinez
3225 Northride Dr
Pueblo CO 81008

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] Host Liquor Liability [ ] Retail Liquor Liability GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC OTHER:	Y	Y	3DS5473-M2442779	05/27/2022 12:01 AM	05/30/2022 12:01 AM	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
							Deductible	$ 1,000
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [ ] N/A If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate holder listed below is named as additional insured per attached MEGL 2217 01 19.
Attendance: 40, Event Type: Car Show - Static(Parked) Only.
Waiver of Subrogation applies per attached CG 24 04 12 19.
Primary/Non-Contributory wording applies per attached CG 20 01 04 13.

CERTIFICATE HOLDER
City of Pueblo
1 city Hall Pl
Pueblo CO 81003

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Will Maddux

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MARKEL

EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):
City of Pueblo 1 city Hall Pl Pueblo, CO 81003

A. Section **II** – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule of this endorsement, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by the acts or omissions of any insured listed under Paragraph **1.** or **2.** of Section **II** – Who Is An Insured:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section **III** – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms and conditions remain unchanged.

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

© Insurance Services Office, Inc., 2012

POLICY NUMBER: 3DS5473-M2442779

COMMERCIAL GENERAL LIABILITY
CG 24 04 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s):
City of Pueblo 1 city Hall Pl Pueblo, CO 81003
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

© Insurance Services Office, Inc., 2018

City Clerk's Office Item # M-8

Background Paper for Proposed RESOLUTION

COUNCIL MEETING DATE: May 23, 2022

TO: President Heather Graham and Members of City Council

CC: Nicholas A. Gradisar, Mayor

VIA: Marisa Stoller, City Clerk

FROM: Alyssa Parga, Secretary to the Mayor

SUBJECT: A RESOLUTION CONFIRMING THE APPOINTMENT BY THE MAYOR OF ALVIN RIVERA TO THE BOARD OF ELECTIONS

SUMMARY:

This Resolution appoints a member to serve a four-year term expiring on June 1, 2026 on the Board of Elections.

PREVIOUS COUNCIL ACTION:

City Council has made appointments to the Board of Elections to serve terms which expire during a calendar year. Amended City Charter Section 4-4 (i) now requires that such appointments be made by the Mayor, subject to confirmation by City Council.

BACKGROUND:

Due to the term expiration of Incumbent Alvin Rivera, there is one appointment available to serve a four-year term expiring June 1, 2026 on the Board of Elections.

Following advertisements published in the *Pueblo Chieftain*, and an announcement on the City's webpage and social media seeking volunteers to serve on this committee, applications were received from Sandra Sherrer and Alvin Rivera.

Applications were reviewed by Mayor Gradisar who selected to reappoint Alvin Rivera.

FINANCIAL IMPLICATIONS:

This a volunteer committee and members serve without compensation.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Remove from agenda and re-advertise for additional applications.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:
Proposed Resolution
Application

RESOLUTION NO. 14897

A RESOLUTION CONFIRMING THE APPOINTMENT BY THE MAYOR OF ALVIN RIVERA TO THE BOARD OF ELECTIONS

WHEREAS, Mayor Nicholas A. Gradisar has requested confirmation by the City Council of his appointment of Alvin Rivera to serve on the Board of Elections; NOW, THEREFORE,

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

SECTION 1.

The appointment by the Mayor of the following individual to the Board of Elections to serve a four-year term expiring June 1, 2026 shall be and is hereby confirmed by the City Council:

Alvin Rivera

SECTION 2.

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

SECTION 3.

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

INTRODUCED May 23, 2022

BY: Vicente Martinez Ortega
MEMBER OF CITY COUNCIL

APPROVED: _____
PRESIDENT OF CITY COUNCIL

ATTESTED BY: _____
DEPUTY CITY CLERK

From: noreply@civicplus.com
To: CityAdmin
Subject: [External] Online Form Submittal: BOARDS & COMMISSIONS Application
Date: Friday, April 29, 2022 5:47:29 PM

External email. Please use caution.

BOARDS & COMMISSIONS Application

	BOARDS & COMMISSIONS Application for Appointment
	(Section Break)
DATE	4/29/2022
BOARD OR COMMISSION	Board of Elections
Contact Information	
FIRST NAME	Alvin
LAST NAME	Rivera
HOME ADDRESS	10 Sepulveda Dr.
CITY	Pueblo
STATE	CO
ZIP	81005
OFFICE ADDRESS	Same as above; 10 Sepulveda Dr.
CITY	Pueblo
STATE	CO
ZIP	81005
DAYTIME PHONE	719-566-0069
E-MAIL ADDRESS	*Field not completed.*
ARE YOU CURRENTLY EMPLOYED WITH	NO

THE CITY OF PUEBLO?	
OCCUPATION (or if RETIRED, your previous occupation)	Higher Education Administrator, Teacher, employed in Universities (CO & Washington, D.C.) and community colleges MD,& CO

Questionnaire

Please complete the following general information.

1. Please list your areas of accomplishments that you feel could assist the mission of this Board or Commission.	My experience are quite diverse: worked on many civic and political campaigns; I have testified before countless city, county, state and Congressional committees; I have run political campaigns for candidates seeking Congressional offices, state legislatures, city and county offices and school boards. I serve on the Library Board in Montgomery County, MD and ran for CU-Regent in Cong. District 3, in Colorado. I have occupied several leadership position in schools and libraries in MD and CO.
2. Why are you interested in being appointed to this Board or Commission?	There continues to be a need for experienced /seasoned professionals with the experiences like those listed above. Moreover, people who have served outside of Pueblo and could help the election board in the future. We are desperately in need of people who are knowledgeable about government processes, and not political rhetoric of candidates or political parties.
3. What Goals would you like to see this Board or Commission accomplish?	1. There is a need to ensure a "civic discussion of issues pertaining to good government. There is evidence we are moving in the wrong direction on some of these vital matters for good government. 2. There could be a closer working relationship with the county election processes; however, this has always been a strength of city-county election processes. They should continue and possibly be strengthened. 3. There is always a need for younger people to serve on these boards, and as a maturing senior, I would gladly help and welcome young people who have the potential to learn the function of election processes of city government.
4. List any other items that might be useful in consideration for your appointment to this Board or Commission.	Perhaps my overall experiences in education generally, graduating from four College-Universities in CO, traveling to all 50 states to see how other states do business, serving in two Presidential administrations and being a CO Presidential Elector for a third U.S. President. These latter experiences are different than local government, but i have always found it helpful to serve local governments in the past.

(Section Break)

Upload résumé, references and/or other pertinent information	11-19-21, ADR Resume.docx

Email not displaying correctly? View it in your browser.

Alvin D. Rivera

10 Sepulveda Dr.
Pueblo, CO 81005
(719) 566-0069

PROFESSIONAL EXPERIENCE

- White House Initiative on Educational Excellence for Hispanics (Clinton Administration)
- U.S. Department of Education, Office/Asst. Secretary for Education (Carter Administration)
- National Research Council, National Academy of Sciences, Director, CME, finance & labor
- Executive Director of the National Institute for Resources in Science and Engineering
- Education Consultant and Adjunct Faculty Member (Maryland & Colorado)
- Assistant Dean of Students, University of Texas El-Paso
- Assistant Director of Student Aid, University of Denver
- Congressional and State Political Campaign Managers (Maryland and Colorado)

PROFESSIONAL DEVELOPMENT

Senior Advisor and Education Consultant; Executive Director of my own non-profit business; Adjunct Faculty Member for several colleges; Special Assistant and Assistant Director in federal programs; Assistant Dean of Students; Assistant Director of Student Financial Aid; Community Coordinator; President of several civic and community organizations; and Staff Associate of Latin American Research and Service Agency (Denver).

MAJOR ACCOMPLISHMENTS

- Served in the administration of two U.S. Presidents, Jimmy Carter and Bill Clinton
- Appointed Health Education & Welfare (HEW) Fellow, Washington, D. C.
- Wrote extensively in newspapers and other publications
- Secured funding for two major national outreach programs for Hispanic youth in engineering
- Civic and political activist in leadership roles in campaigns at various levels in government
- 2012, one of nine Colorado Presidential Electors, U. S. Electoral College for Barack Obama

SPECIAL RECOGNITION

- White House—Appreciation Certificate, Bill Clinton, Presidential Inaugural(1993 & 1997)
- White House—Appreciation Certificate National Health Care, First Lady, Hillary Clinton
- Lifetime Honorary Member for contributions, Society of Hispanic Professional Engineers
- Amigo de MAES Award, Mexican American Engineering Society
- Delegate for Life as a former president, Montgomery County Civic Federation (MD)
- Special Commendation, "outstanding leadership," reopening Kensington Park Library, MD
- Colorado University System, Inaugural Advocate of the Year, 2013, CU has 2,300 advocates

EDUCATION

Ph.D.	University of Colorado-Boulder	1976	Higher Education Administration
M.A.	University of Denver	1972	Sociology
B.S.	Colorado State University, Ft. Collins	1968	Sociology & Anthropology
A.A.	Trinidad State Junior College	1966	Liberal Arts & Education
Veteran: Army, 82nd Airborne Division		1961	(May 1964), Paramedic, Honorably Discharged

City Clerk's Office Item # M-9

Background Paper for Proposed RESOLUTION

COUNCIL MEETING DATE: May 23, 2022

TO: President Heather Graham and Members of City Council

CC: Nicholas A. Gradisar, Mayor

VIA: Marisa Stoller, City Clerk

FROM: Alyssa Parga, Secretary to the Mayor

SUBJECT: A RESOLUTION CONFIRMING THE APPOINTMENT BY THE MAYOR OF MODESTO CARTAGENA TO THE LIQUOR AND BEER LICENSING BOARD

SUMMARY:

This Resolution appoints a member to complete a four-year term expiring on August 1, 2024 on the Liquor and Beer Licensing Board.

PREVIOUS COUNCIL ACTION:

City Council has made appointments to the Pueblo Liquor and Beer Licensing Board selecting individuals to serve terms which expire at the end during a calendar year. Amended City Charter Section 4-4 (i) now requires that such appointments be made by the Mayor, subject to confirmation by City Council.

BACKGROUND:

Due to the resignation of Jana Schaffer, there is one spot available to complete a four-year term expiring August 1, 2024 on the Liquor and Beer Licensing Board.

Following advertisements published in the *Pueblo Chieftain*, and an announcement on the City's webpage and social media seeking volunteers to serve on this committee, applications were received from Modesto Cartagena and Anthony Nunez.

After review of the applications and an interview process, Mayor Gradisar has appointed Modesto Cartagena.

FINANCIAL IMPLICATIONS:

Liquor and Beer Licensing Board Members receive as compensation $25.00 for each regular or special meeting actually attended. The Chairman of the Board receives as compensation the sum of $50.00 per month for each month of service as Chairman.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Remove from agenda and re-advertise for additional applications.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:
Proposed Resolution
Application

RESOLUTION NO. 14898

A RESOLUTION CONFIRMING THE APPOINTMENT BY THE MAYOR OF MODESTO CARTAGENA TO THE LIQUOR AND BEER LICENSING BOARD

WHEREAS, Mayor Nicholas A. Gradisar has requested confirmation by the City Council of his appointment of Modesto Cartagena to serve on the Liquor and Beer Licensing Board; NOW, THEREFORE,

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

SECTION 1.

The appointment by the Mayor of the following individual to the Liquor and Beer Licensing Board to complete a four-year term expiring august 1, 2024 shall be and is hereby confirmed by the City Council:

Modesto Cartagena

SECTION 2.

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

SECTION 3.

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

INTRODUCED May 23, 2022

BY: Vicente Martinez Ortega
MEMBER OF CITY COUNCIL

APPROVED: _____
PRESIDENT OF CITY COUNCIL

ATTESTED BY: _____
DEPUTY CITY CLERK

From: noreply@civicplus.com
To: CityAdmin
Subject: [External] Online Form Submittal: BOARDS & COMMISSIONS Application
Date: Thursday, April 21, 2022 8:56:20 PM

External email. Please use caution.

BOARDS & COMMISSIONS Application

	BOARDS & COMMISSIONS Application for Appointment
	(Section Break)
DATE	4/21/2022
BOARD OR COMMISSION	Liquor & Beer Licensing Board
Contact Information	
FIRST NAME	Modesto
LAST NAME	Cartagena
HOME ADDRESS	611 Madison St
CITY	Pueblo
STATE	Colorado
ZIP	81004
OFFICE ADDRESS	2100 S Freeway
CITY	Pueblo
STATE	Colorado
ZIP	81004
DAYTIME PHONE	5052057191
E-MAIL ADDRESS	mcartagena@comcast.net
ARE YOU CURRENTLY EMPLOYED WITH	NO

THE CITY OF PUEBLO?	
OCCUPATION (or if RETIRED, your previous occupation)	Grainger On-Site Representative

Questionnaire
Please complete the following general information.

1. Please list your areas of accomplishments that you feel could assist the mission of this Board or Commission.	Grew Evraz by 15% or $250,000 in the 1st quarter of 2022. Mainly coming from the boot store, I was able to identify opportunity which was womens styles. I looked at how we were missing a growing segment and closed the gap. I think we need to look at how our local On Premise locations are buying their liquor and why they aren't going through the correct channels? We are missing revenue because a good portion of our Restaurants decide to buy from the Off Premise. We need to close some of these gaps.
2. Why are you interested in being appointed to this Board or Commission?	1.Have a Voice in Decision Making, to have a voice in decision making. How do we teach our growing community how to drink responsibility. 2. Serve the Community, I moved here 8 years ago and have been a volunteer for the Pueblo Chamber of Commerce. I see that we are growing and see that as a group we can all grow. 3. Relevant Expertise, I was in the liquor industry for over 20 years as a Sales Person to a Supplier for a Major Manufacture. 4. Interest in Planning, Land Use, or Local Government. As a growing community how are we looking at new locations. 5. Learning Opportunities, on my personal development
3. What Goals would you like to see this Board or Commission accomplish?	As a commission / advisory board member, I'd have a role in guiding your respective organization in the accomplishment of its purpose, goals and objectives. To accomplish this task, a commission / advisory board should operate with a list of objectives to guide its work each year Be sensitive to potential conflicts of interest. Make every attempt to follow the rules of fairness and objectivity in all activities concerning the commission or advisory board. Adhere to the open meetings law. Make every effort to attend commission or advisory board

	meetings (have at least 90% attendance at meetings), be punctual, be considerate of everyone's point of view, and be prepared to take an active role in board / commission or advisory
4. List any other items that might be useful in consideration for your appointment to this Board or Commission.	1.Pre-existing passion for the cause 2.Eagerness to participate at every meeting 3.Willing to prepare ahead for meetings 4.Anxious to serve on committees 5.Strong desire for stewardship to others 6.Supportive, but willing to express their own opinion 7.Strives to learn as much as possible
	(Section Break)
Upload résumé, references and/or other pertinent information	Modesto Cartagena Resume.pdf

Email not displaying correctly? View it in your browser.

Modesto Cartagena IV

611 Madison St.
Pueblo, Co 81004
1-505-205-7191
E-mail: modesto.cartagena@grainger.com

Qualifications: Successful **Sales and Marketing Manager** with over 20 years experience in Consumer Goods/Beverage Alcohol. Proven track record of selling and leadership to drive desired results and strengthen organizational health to deliver a positive ROI. Experienced at maintaining and expanding relationships with key customers; creating partnerships that enable Grainger to succeed and prosper.

Experience:

Grainger **Pueblo, CO**
OnSite Representative **2019 -Present**

- Probes for customer needs during each site visit and provides leads to assigned Account Manager Reinforces with customers to the value of installing or using Grainger services or solutions to benefit their business
- Executes onsite service component of account strategy as defined by cross-functional local leadership (Mgr, Onsite Services, Account Manager, or District Sales Manager)
- Participates in implementation call reviews with Account Manager, District Sales Manager and Mgr, Onsite Services to assess viability of Inventory Solutions offerings at a customer site
- Works collaboratively with sales partners to expand Grainger services and offerings in assigned customer locations

Swire Coca Cola **Pueblo, CO**
FSOP Market Development Manager 2018-2019

- Develop customer relationship, review business results with customers
- Sell in promotional programs, ensure customer compliance
- Support contract renewal negotiations
- Generated leads and quality appointments weekly
- Secured 17 of 30 new targeted accounts in the Pueblo area in my first 90 days
    - Grew Bottle and Can business by 8% in 9 months
    - Grew Fountain business by 4% in 9 months
- Attend all special events for Coca Cola to ensure seamless execution.

Bub's Beverage **Denver, CO**
Sales Manager 2017-2018

- New Distributor in Market
- Responsible for cold calling on accounts in the Cripple Creek, Manitou Springs, Colorado Springs, Pueblo and Canon City area
- Maintain detailed account records and contact logs
- Generated leads and quality appointments weekly
- Implementing custom programs in Casinos, Broadmoor, and Cheyenne Mountian Resort
- Created Key Account Management segment for the distributor, calling on local chains:
    - King Sooper $8,000
    - AAFES $13,000
    - Whole Foods $9,000
    - Natural Grocers $10,000

. **Breakthru Beverage** **Denver, CO**
Sales Representative 2015-2016

- Responsible for 120 accounts in the Cripple Creek, Manitou Springs, Colorado Springs area
- Achieved 106% of assigned Calendar year distributor volume goal.
  Grew Moet Hennessy portfolio by 8%.
  Growing Diageo Spirits by 15%
- Implementing custom programs in Casinos and Broadmoor
- Nominated for Sales Person of the year Diageo Spirits

Brown Forman **Albuquerque, NM**
New Mexico State Manager 2011-2015

- Responsible for 1500 accounts in New Mexico.
- Primary contact between Brown Forman and NDC NM.
    - Achieved 102.7% of assigned FY14 Distributor volume goal.
    - Achieved 106% of assigned FY13 Distributor volume goal.
    - Achieve 102% of assigned FY 12 Distributor volume goals.
- Planned, developed, sold, and implemented custom promotions with Walgreens which grew volume on 375ml Jack Daniels / Honey by 15%.
- Forecasted annual and monthly sales.
- Prepared and administered annual budgets.
    - Special Events budget of $80,000 for promo team
    - Prepare Budget for events and post evaluation of each event
- Worked with wholesalers and area teams to set pricing and promotions.
- Executed national programs for the chain team, Distributor team executed at +80% on WalMart programs in FY14.

Brown Forman **Denver, CO**
Hispanic Market Manager / Off Premise Manager 2007-2011

- Responsible for Hispanic identified accounts in Colorado.
    - Achieved +11.5% of assigned On Premise account goals.
    - Grew Off Premise accounts by +4.2 % in Korean and +6.1% in Hispanic accounts.
    - Dedicated Special events Team of 8 which grew awareness of brands
- Planned, developed, sold, and implemented custom promotions and incentives for Distributor.
- Planned, developed, sold, and implemented custom promotion which grew Tuaca in Hispanic On Premise by 30%.
- Forecasted sales in targeted accounts.
- Prepared and administered annual budgets on Hispanic accounts.
- Worked with wholesalers and area teams to set pricing and promotions.

Southern Wine and Spirits **Albuquerque, NM**
Off Premise Chain Sales Manager 2004-2007

- Responsible for 136 chain specific accounts and 6 Account Managers, 6 Team Leaders.
- Increased sales to assigned chain by 12% over previous year's sales.
- Sold and maintained all programming on the chain level; ads, new items, pricing. Influenced display programs, and closed distribution gaps.
- Met with key suppliers and implemented programming which grew Smiths by 6% during Oct., Nov., Dec with Bacardi Rum and Jim Beam Bourbon.
- Liquor table set captain when I was the Chain Account Manager for Raley's, and Smith's.

Miller Brewing Company **Albuquerque, NM**
Territory Sales Manager 2001-2004

- Responsible for 2100 accounts in New Mexico.
- Primary contact between Brewer and wholesaler. Achieved 103.4% of assigned 2003 distributor goal. Grew off-premise accounts by 12 %.
- Assisted with July 2003 New Mexico Beverage-Maloof Co merger and following transition.
- Planned, developed, sold, and implemented custom promotions and incentives for wholesaler.
- Forecasted sales. Prepared and administered annual budgets.
- Worked with wholesalers and area teams to set pricing and promotions.
- Executed national programs for the chain team.

Southern Wine and Spirits **Albuquerque, NM**
Key Account Manager 2000-2001

- Responsible for 53 chain specific accounts.

- Increased sales to assigned chain by 89% over previous year's sales, selling in excess of $4.5 million.
- Sold and maintained all programming on the chain level; ads, new items, pricing. Influenced display programs, and closed distribution gaps.
- Met with key suppliers and implemented programming.
- Wine table set captain. Maintained wine sets with influence on liquor sets. Conducted wine sets for West Texas stores as well.

Quality Import, Maloof Companies. **Albuquerque, NM**
Southern Area Manager 1999-2000

- Responsible for approximately 420 accounts.
- Built newly created sales management job. Responsible for all sales, 4 sales representatives, and 4 merchandisers in southern half of the state.
- Brought area from 25% below the previous year's numbers to 9% above projections by creating new business, increasing local promotions, and conducting one-on-one training on a daily basis with sales representatives.
- Conducted liquor and wine training seminars for area wait staff and sales people.
- Trained merchandisers in pre-selling for sales people.

Quality Imports, Maloof Companies **Albuquerque, NM**
Division Manager 1998-1999

- Responsible for approximately 600 off-premise accounts.
- Set pricing, goals, annual, and monthly programs.
- Trained sales representatives to company standards.
- Attended all resets and conducted periodic reviews of chain and individual stores.

Gallo District Manager **Albuquerque, NM**
South Territory 1996-1998

- Responsible for approximately 300 off-premise accounts.
- Managed staff of 7. Trained Gallo sales personnel to Gallo standards.
- Set quotas and display objectives.
- Reviewed sales personnel annually.
- Conducted regular reviews of chains and individual stores.
- Set quotas and display objectives for sales representatives.

Gallo Division. **Albuquerque, NM**
Sales Representative 1994-1996

- Responsible for approximately 30 accounts.
- Developed long-term relationships in several territories, both chain and

individual retailers.

- Executed company programs, including additional cold box placements and displays.
- Known for ability to close distribution gaps

Del Norte Marketing. **El Paso, TX**
Sales Representative 1993

- Responsible for approximately 90 accounts.
- One of three salespeople providing both sales and merchandising service in a community of over 650,000 people.
- Established on-premise presence through cold-calling on accounts.

Education:
B.S. Applied Management, National American University 2008

Other:
Bilingual in Spanish, proficient in MS Word, Excel, PowerPoint, Access, Intactix, familiar with AC Nielsen, DCR/SDDM

Training: (Not all inclusive)
Managing for Impact
Solution Selling
Conflict Management
STEPS (Planning Model)

Leadership Pueblo 2018

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: May 23, 2022

TO: President Heather Graham and Members of City Council

CC: Nicholas A. Gradisar, Mayor

VIA: Marisa Stoller, City Clerk

FROM: Andrew E. Hayes, P.E., Director of Public Works

SUBJECT: A RESOLUTION AMENDING SECTION 2 OF RESOLUTION 14823, PREVIOUSLY PASSED BY CITY COUNCIL ON MARCH 14, 2022

SUMMARY:

The attached resolution will amend a previously-approved resolution to award a construction contract to Tony J. Beltramo and Sons, Inc. The proposed amendment will change the finance account from which funds will be drawn for the project from HUAN01 to CI2204.

PREVIOUS COUNCIL ACTION:

City Council approved Resolution No. 14823 on March 14, 2022, awarding a construction contract to Tony J. Beltramo and Sons, Inc., for pavement repairs at City Center Drive at Santa Fe Avenue.

BACKGROUND:

The original resolution listed the project account from which funds were to be paid for the awarded contract as HUAN01 – Street Resurfacing. The proposed amendment will switch the funding source to project account CI2204 – Street Rehabilitation.

FINANCIAL IMPLICATIONS:

There is no change to the contract award amount or to the total amount of funding authorized for the contracted work. This amendment only changes the finance account numbers from which the project funds will be paid.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

If this Resolution is not approved, City Council would need to allocate funding to a different finance account for this project.

RECOMMENDATION:

Approval of the Resolution.

Attachments:
Proposed Resolution

RESOLUTION NO. 14899

A RESOLUTION AMENDING SECTION 2 OF RESOLUTION 14823, PREVIOUSLY PASSED BY CITY COUNCIL ON MARCH 14, 2022

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

SECTION 1.

Section 2 of Resolution No. 14823 which was approved by City Council on March 14, 2022, is hereby replaced in its entirety as follows:

SECTION 2.

Funds for Project 22-003 shall be provided from Project No. CI2204 – Street Rehabilitation.

SECTION 3.

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.

SECTION 4.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED May 23, 2022

BY: Vicente Martinez Ortega
MEMBER OF CITY COUNCIL

APPROVED: _____
PRESIDENT OF CITY COUNCIL

ATTESTED BY: _____
DEPUTY CITY CLERK

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: May 23, 2022

TO: President Heather Graham and Members of City Council

CC: Nicholas A. Gradisar, Mayor

VIA: Marissa Stoller, City Clerk

FROM: Andra Ahrens, Interim Wastewater Director

SUBJECT: AN ORDINANCE APPROVING AN AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES IN THE AMOUNT OF $258,217 BETWEEN THE CITY OF PUEBLO, A MUNICIPAL CORPORATION, AND BROWN AND CALDWELL, INC., FOR CONSULTING ENGINEERING SERVICES WITH RESPECT TO THE SOUTHERN COLORADO CLINIC SANITARY SEWER OUTFALL SEWER CROSSING DESIGN AND AUTHORIZING THE MAYOR TO EXECUTE SAME

SUMMARY:

This Ordinance accepts an agreement between the City of Pueblo and Brown and Caldwell, Inc. for consulting engineering services relating to the design for three arroyo crossings on the Wildhorse Creek for the Southern Colorado Clinic Extension of the sanitary main.

PREVIOUS COUNCIL ACTION:

On November 12, 2018 the City Council Approved Resolution No. 14081, selecting Brown and Caldwell, Inc as the Engineer of Record for the Wastewater Treatment Department.

BACKGROUND:

The Wastewater Department is requesting design services to armor the crossings on the Wildhorse Creek to minimize the depth of the sanitary sewer main as well as the construction cost for the Southern Colorado Clinic Extension sanitary sewer which crosses the Wildhorse Creek at three different locations. Geotechnical reports indicate that both groundwater and bedrock are present at deeper elevations. Armored pipeline crossings are required to cross the Wildhorse Creek with minimum cover while protecting the main and avoid installing the sanitary sewer main deep into bedrock and groundwater.

FINANCIAL IMPLICATIONS:

The cost of the agreement with Brown and Caldwell to provide design services for the arroyo crossings will not exceed $258,217. Funds are available from the Sewer User Fund and have been appropriated to Project No. WW1402.

BOARD/COMMISSION RECOMMENDATION:

Not applicable.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

The no-action alternative increases the construction costs significantly and creates maintenance challenges for the Wastewater collection crew.

RECOMMENDATION:

Approval of the Ordinance.

Attachments:
Professional Services Agreement between the City of Pueblo and Brown and Caldwell, Inc.

ORDINANCE NO. _____

AN ORDINANCE APPROVING AN AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES IN THE AMOUNT OF $258,217 BETWEEN THE CITY OF PUEBLO, A MUNICIPAL CORPORATION, AND BROWN AND CALDWELL, INC., FOR CONSULTING ENGINEERING SERVICES WITH RESPECT TO THE SOUTHERN COLORADO CLINIC SANITARY SEWER OUTFALL SEWER CROSSING DESIGN AND AUTHORIZING THE MAYOR TO EXECUTE SAME

WHEREAS, the Pueblo Wastewater Department operates a Water Reclamation Facility and collection system providing municipal wastewater treatment; and

WHEREAS, consulting engineering services are required with respect to the design of three arroyo crossings on the Wildhorse Creek relating to the Southern Colorado Clinic Extension of the sanitary main; and

WHEREAS, Brown and Caldwell is the consulting Engineer of Record and is the most qualified to serve the Pueblo Wastewater Department for such project; NOW, THEREFORE,

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

SECTION 1.

An agreement by and between the City of Pueblo, a Municipal Corporation, and Brown and Caldwell, Inc., a copy of which is attached hereto and made part hereof by reference ("Agreement"), after having been approved as to form by the City Attorney, is hereby approved.

SECTION 2.

Work Performed under the Agreement may include, but not limited to, the following items:

1. Field-verify existing conditions;
2. Design three pipe arroyo crossings;
3. Review the existing Southern Colorado Clinic Extension plans to suggest areas where pipe can be designed to be more shallow; and
4. Provide specifications for design.

SECTION 3.

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

SECTION 4.

Funds for work performed under this agreement shall be from the Sewer User Fund Project No. WW1402.

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 Agreement approved to implement the transactions described therein.

SECTION 6.

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

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on _____.

Final adoption of Ordinance by City Council on _____.

_____
President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____based on the following objections:

_____
_____
_____
_____

_____
Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

_____
President of City Council

ATTEST

_____
City Clerk

PROPOSED STANDARD FORM OF
AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

THIS AGREEMENT made and entered this _____ day of _____, 2022 by and between the City of Pueblo, a Municipal Corporation (hereinafter "Owner") and Brown and Caldwell, Inc., a California Corporation, 1697 Cole Boulevard, Golden, Colorado 80401, a professional engineering firm (hereinafter "Engineer") for Engineer to render certain professional engineering and related services for Owner in connection with **Bid 18-087, Project Southern Colorado Clinic Sanitary Sewer Outfall Sewer Crossing Design**, hereinafter referred to as the "Project." In consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

SECTION 1. GENERAL.

1.1 Engineer shall satisfactorily perform professional engineering and/or construction management] services for all phases of Project indicated below by mark placed in the appropriate box or boxes:

[x] - Study and Report Phase
[x] - Preliminary Design (Schematic) Phase
[x] - Final Design Phase
[ ] - Construction Documents & Bidding Phase
[ ] - Construction Phase

Upon completion of any phase, Engineer shall not proceed with work on the next phase, if any, until authorized in writing by Owner to proceed therewith.

Such services shall include all usual and customary professional engineering services and the furnishing (directly or through its professional consultants) of customary and usual civil, structural, mechanical, electrical engineering, environmental, architectural, construction management and planning services as generally stated herein and as more specifically set forth in Appendix A. Engineer shall also provide any landscape engineering, architectural, surveying and geotechnical services incident to its work on the Project.

1.2 In performing the professional services, Engineer shall complete the work items described in Appendix A – Scope of Services and as generally identified in Section 2 of this Agreement which are applicable to each phase for which Engineer is to render professional services. In the event of a conflict, the Scope of Services set forth in Appendix A shall prevail.

1.3 Professional engineering services (whether furnished directly or through a professional consultant subcontract) shall be performed under the direction and supervision of a registered engineer in good standing and duly licensed to practice in the State of Colorado. Reproductions of final drawings for construction produced under this Agreement shall be the same as at least one record set which shall be furnished to Owner and which shall be signed by and bear the seal of such registered engineer.

1.4 Surveying work included within this Agreement shall be performed under the direction and supervision of a registered Professional Land Surveyor in good standing and duly licensed to practice in the State of Colorado. All plats and surveys produced under this Agreement shall be signed by and bear the seal of said Professional Land Surveyor.

1.5 Any architect services provided under this Agreement shall be performed under the direction and supervision of an architect licensed to practice architecture in the state of Colorado.

SECTION 2. ENGINEERING SERVICES.

2.1 Study and Report Phase. If Engineer is to provide professional services with respect to the Project during the Study and Report Phase, Engineer shall perform the following unless otherwise indicated in the attached Scope of Service (Appendix A):

(a) Consult with Owner to determine his requirements for the Project and review available data.

(b) Advise Owner as to the necessity of his providing or obtaining from others data or services of the types described in paragraph 2.2(c), and assist Owner in obtaining any such services.

(c) Provide special analyses of Owner's needs, planning surveys, site evaluations and comparative studies of prospective sites and solutions.

(d) Identify and analyze requirements of governmental authorities and regulatory agencies involved in approval or permitting any aspect of Project.

(e) Provide general economic analysis of Owner's requirements applicable to various alternatives.

(f) Prepare a Report with appropriate exhibits indicating clearly the considerations involved and the alternative solutions available to Owner, and setting forth Engineer's findings and recommendations with opinions of probable costs.

(g) Furnish 3 (three) copies of the Report and present and review it in person with Owner.

2.2 Preliminary Design (Schematic) Phase. If Engineer is to provide professional services with respect to the Project during the Preliminary Design Phase, Engineer shall perform the following unless otherwise indicated in the attached Scope of Service (Appendix A):

(a) Consult with Owner and determine the general design concept and Project requirements based upon information furnished by Owner as well as any study Report on the Project.

(b) Prepare and submit to Owner preliminary design documents consisting of final design criteria, preliminary drawings, an outline of specifications, and written descriptions of all significant features of Project.

(c) Prepare and submit to Owner a requirements checklist of any subsurface investigation, additional data, permits, or other information and requirements which is anticipated will be necessary for the design or construction of Project.

(d) Provide written disclosure to Owner of significant design assumptions and design risks and advantages/disadvantages inherent in or presented by design alternatives and make recommendations to Owner based thereon.

(e) Prepare and submit to Owner a preliminary cost estimate for the Project including construction cost, contingencies, professional compensation, consultant fees, costs of land and rights of way, compensation for damages and finance costs, if any.

(f) Engineer shall furnish 3 (three) copies of each above referenced submittal document to Owner for Owner's use, and shall review same in person with Owner.

2.3 Final Design Phase. If Engineer is to provide professional services with respect to the Project during the Final Design Phase, Engineer shall perform the following unless otherwise indicated in the attached Scope of Service (Appendix A):

(a) After consultation with the Owner, receipt of Owner's selection of any design options and review of the Preliminary Design Documents, if any, prepare and submit to Owner final Drawings showing the scope, extent and character of the work to be performed by contractors, and Specifications describing such work and the requirement therefor. Such plans and Specifications shall comply with all applicable

building codes and requirements of regulatory agencies having any approval authority. Final design, including Drawings and Specifications, shall also comply with ADA Accessibility Guidelines (ADAAG) Manual developed by the U. S. Architectural and Transportation Barriers Board (1998) or ADA Standards for Accessible Design published at 28 C.F.R. Part 36, Appendix A, whichever is applicable. Engineer **shall include an attest statement on each record drawing sheet of final plan drawings that certifies compliance with either the ADAAG Manual or 28 CFR Part 36 Standards.**

(b) Make reasonable revisions to the Drawings and Specifications requested by Owner, informing the Owner of any change in probable construction costs as a result of such revisions.

(c) Provide technical criteria, written descriptions and design data for Owner's use, and disclose any significant risks and advantages/disadvantages inherent in or presented by design choices.

(d) Based upon Engineer's professional judgment, prepare and submit to Owner a current detailed cost estimate for the Project including construction cost, contingencies, professional compensation, consultant fees, land and right of way costs, damages and finance costs, if any.

(e) Engineer shall furnish 3 (three) copies of each above referenced submittal document to Owner for Owner's use, and shall review same in person with Owner.

2.4 Construction Documents & Bidding Phase. If Engineer is to provide professional services with respect to the Project during the Construction Documents & Bidding Phase, Engineer shall:

(a) Prepare and submit to Owner draft forms of contract agreement, general and special conditions, bid forms invitations to bid, information for bidders, forms of warranty and including any special requirements imposed upon such contracts by any federal or other funding source and by any regulatory agency. In preparing such draft forms, Engineer shall consider and incorporate, to the extent both advisable and feasible, owner's standard forms of agreement, warranty, payment and performance bonds, general conditions and selected specifications.

(b) After review and comment by Owner, prepare and submit all deliverables identified in Appendix A to this Agreement, final forms of contract agreement, general and special conditions, Drawings, specifications, bid forms, invitations to bid, information for bidders, and forms of warranty, together with any Addenda which may be required or appropriate to correct errors, clarify Drawings or Specifications or advise of changes. 3 (three) copies of these final bid documents shall be furnished to Owner. Unless otherwise specified in Appendix A, a copy of all contract documents and drawings shall also be submitted to Owner in Microsoft Word and AutoCAD (2013 or later version) format on electronic media.

(c) Make recommendations to Owner concerning the need for prequalification of equipment, vendors or bidders, and, if requested by Owner, incorporate prequalification requirements in final bid and construction contract documents.

(d) Attend a pre-bid conference with bidders to discuss Project requirements and receive requests for clarification, if any, to be answered by Engineer in writing to all plan holders.

(e) Consult with and make recommendations to Owner concerning: acceptability of bidders, subcontractors, suppliers, materials, equipment, suitability of proposed "or equals", amount of bids and any other matter involved in consideration and review of bids and bidders upon which Owner may reasonably request Engineer's advice.

(f) Prepare and periodically update a Project Schedule for Owner's review and acceptance, which shall include the schedule for the performance of the Engineer's services and a construction schedule for the components of the work, including phasing of construction, and times for commencement and completion of the several construction contracts. In the Project Schedule, the Engineer shall coordinate and integrate the Engineer's services and the Owner's responsibilities with anticipated construction schedules, highlighting critical and long lead times.

(g) Provide recommendations and information to Owner regarding the allocation of responsibilities for safety programs among contractors.

(h) Advise the Owner on Engineer's recommended division of the Project construction work into individual categories or work and separate contracts, and make recommendations as required so that the work of the several contractors is coordinated, all responsibilities have been assigned to the appropriate contract, the likelihood of jurisdictional disputes has been minimized and proper coordination has been provided for phased construction.

2.5 Construction Phase. If Engineer is to provide professional services with respect to the Project during the Construction Phase, after award by the Owner of a general contractor contracts for construction of the Project, Engineer shall:

I. Engineering Functions.

(a) Perform all duties and functions to be performed by Engineer under the terms of the construction contract.

(b) Visit the Project site, perform observations as to the progress and quality of the work and advise the Owner as to same. The frequency and level of observation shall be commensurate with the nature of the work and size of the Project, except that any specific provisions set forth in Appendix A - Scope of Services concerning the level of observation shall determine Engineer's obligation concerning level of observation.

(c) Make determinations as to whether the work is proceeding in general accordance and compliance with the construction contract documents.

(d) Promptly advise the Owner in writing of any observed omissions, substitutions, defects or deficiencies noted in the work of any contractor, subcontractor, supplier or vendor on the Project.

(e) Reject any work on the Project that does not conform to the contract documents.

(f) On request of the Owner, the construction contractor or any subcontractor on the Project, issue written interpretations as to the Drawings and Specifications and requirements of the construction work.

(g) Review shop drawings, samples, product data and other submittals of the contractor for general conformance with the design concept of Project and compliance with the Drawings, Specifications and all other contract documents, and indicate to Contractor and Owner with respect thereto, any exceptions noted, or modification or resubmittals required.

(h) Review all applications of Contractor for payment and in connection with same, issue certificates for payment to the Owner for such amounts as are properly payable under the terms of the construction contract. Each such certificate shall constitute Engineer's representation to Owner that he has made periodic observations of the Project during construction and that to the best of his knowledge, the work for which payment has been sought has been completed by Contractor in general accordance with the Drawings, Specifications and other contract documents.

(i) Subject to written concurrence by Owner, promptly render a written recommendation to Owner concerning all proposed substitutions of material and equipment.

(j) Draft, for Owner's consideration, and offer recommendations upon, all proposed change orders and contract modifications.

(k) On application for final payment by the Contractor, make a final inspection of the Project, assembling and delivering to the Owner any written guaranties, instructions manuals, as-built drawings, diagrams and charts required by the contract documents, and issuing a certificate of final completion of the Project.

(l) The Engineer shall, if so provided in the construction contract, be the interpreter of the construction documents and arbiter of claims and disputes thereunder. Upon written request of the Owner or Contractor, the Engineer shall promptly make written interpretations of the contract documents and render written decisions on all claims, disputes and other matters relating to the execution or progress of the work on the Project. The interpretations and decisions of the Engineer shall be final and binding on the Contractor and Owner, unless the Director of the Wastewater Department of the Owner shall, within seven calendar days after receipt of the Engineer's interpretation or decision, file his written objections thereto with the Engineer and Contractor.

II. Construction Management Functions by Engineer.

(a) Perform all duties and functions specifically identified to be performed by the Construction Manager under the terms of the construction contracts, if any.

(b) Provide administrative, management and related services to coordinate scheduled activities and responsibilities of the construction contractors with each other and with the Owner and the Engineer, including monitoring agreed-upon budgets and the Project Schedule based upon the executed Contract Documents.

(c) Schedule and conduct meetings to discuss such matters as procedures, progress and scheduling. Engineer shall prepare and promptly distribute minutes of the meetings to the Owner and Contractors.

(d) Update the Project construction schedule incorporating the activities of the Contractors on the Project, including activity sequences and durations, allocation of labor and materials, processing of shop drawings, product data and samples, and delivery of items requiring long lead time and procurement. The Project construction schedule shall include the Owner’s occupancy requirements showing portions of the Project having occupancy priority. Engineer shall update the Project construction schedule as needed to show current conditions. If any update indicates that the previously approved Project construction schedule may not be met, Engineer shall recommend corrective action to Owner.

(e) Consistent with the various bidding and contract documents, coordinate the sequence of construction and assignment of space in areas where contractors are or will be performing work.

(f) Observe performance of the contractors and recommend courses of action to the Owner when requirements of any contract are not being fulfilled.

(g) Monitor the approved estimate of construction cost for the Project, and show actual costs for activities in progress and estimates for uncompleted tasks by way of comparison with approved estimates. Advise the Owner of any variances between actual and estimated costs.

(h) Review the safety programs developed by each of the contractors solely for purpose of coordinating the safety programs with those of the other contractors. Engineer’s responsibilities for coordination of safety programs shall not extend to direct control over or charge of the acts or omissions of the contractors, subcontractors or others not directly employed by Engineer, including any health or safety programs and precautions required by such construction work. Engineer has no duty to inspect, observe, correct or report on health or safety deficiencies of the contractors.

(i) Schedule and coordinate the sequence of construction by and among the contractors in accordance with the contract documents and the latest approved Project construction schedule. Engineer’s responsibility under this subsection shall not extend to direct control over or charge of the means, methods, techniques, sequences and procedures of any contractor necessary for completing all portions of the construction work in accordance with the contract documents and any compliance with applicable laws and regulations.

(j) Maintain at the Project site for Owner one record copy of all contracts, plans, specifications, addenda, change orders, approved shop drawings, approved product data and approved

submittals, and other documents in good order prepared in part on the basis of information compiled and furnished by others, and record drawings may not always represent the exact location, type of various components or exact manner in which Project was finally constructed, all of which shall be delivered to Owner upon completion of the Project or upon Owner's request. Engineer is not responsible for any errors or omissions in the information from others that are incorporated into the record drawings.

2.6 Additional Responsibilities. This paragraph applies to all phases of Engineer's work.

(a) Engineer shall be responsible for the professional quality, technical accuracy, timely completion and coordination of all of Engineer's work, including that performed by Engineer's consultants, and including designs, Drawings, Specifications, reports and other services, irrespective of Owner's approval or acquiescence in same. Engineer shall, without additional compensation, correct or revise any errors, omissions or other deficiencies in his work in breach of applicable standards of care.

(b) Engineer shall be responsible, in accordance with applicable law, to Owner for all loss or damage to Owner to the extent caused by Engineer's negligent act or omission.

(c) Engineer's professional responsibility shall comply with the generally accepted standard of care applicable to the type of engineering and architectural and construction management services provided in effect at the time services are rendered and commensurate with the size, scope and nature of the Project.

(d) Engineer shall be completely responsible for the safety of Engineer's employees in the execution of work under this Agreement and shall provide all necessary safety equipment for said employees. Notwithstanding the foregoing, Engineer is not responsible for the health and safety duties of others, including compliance with health or safety programs and precautions.

(e) Engineer acknowledges that, due to the nature of engineering and related professional services and the impact of same on the Project, the Owner has a substantial interest in the personnel and consultants to whom Engineer assigns principal responsibility for services performed under this Agreement. Consequently, Engineer represents that Engineer has selected and intends to employ or assign the key personnel and consultants identified in Appendix C - "Identification of Personnel, Subcontractors and Task Responsibility", attached hereto for the Project assignments and areas of responsibility stated therein. Within 10 days of execution of this Agreement, Owner shall have the right to object in writing to employment on the Project of any such key person, consultant or assignment of principal responsibility, in which case Engineer will employ alternate personnel for such function or reassign such responsibility to another to whom Owner has no reasonable objection. Thereafter, Engineer shall not assign or reassign Project work to any person to whom Owner has reasonable objection.

Within 5 days of execution of this Agreement, Engineer shall designate in writing a Project representative who shall have complete authority to bind Engineer, and to whom Owner should address communications.

(f) Promptly after execution of this Agreement and upon receipt of authorization from Owner to proceed, Engineer shall submit to Owner for approval a schedule showing the order in which Engineer proposes to accomplish his work, with dates on which he will commence and complete each major work item. The schedule shall provide for performance of the work in a timely manner so as to not delay Owner's timetable for achievement of interim tasks and final completion of Project work, provided however, the Engineer will not be responsible for delays beyond his control.

(g) Before undertaking any work which Engineer considers beyond or in addition to the scope of work and services which Engineer has contractually agreed to perform under the terms of this Agreement, Engineer shall advise Owner in writing (i) that Engineer considers the work beyond the scope of this Agreement, (ii) the reasons the Engineer believes the out of scope or additional work should be performed, and (iii) a reasonable estimate of the cost of such work. Engineer shall not proceed with such out of scope or additional work until authorized in writing by Owner. The compensation for such authorized work shall be negotiated, but in the event the parties fail to negotiate or are unable to agree as to compensation, then

Engineer shall be compensated for his direct costs and professional time at the rates set forth in Appendix B - "Fee Schedule".

SECTION 3. OWNER'S RESPONSIBILITIES

3.1 Owner shall:

(a) Designate a representative to whom all communications from Engineer shall be directed and who shall have limited administrative authority on behalf of Owner to receive and transmit information and make decisions with respect to Project. Said representative shall not, however, have authority to bind Owner as to matters of legislative or fiscal policy.

(b) Advise Engineer of Owner's Project requirements including: objective, project criteria, use and performance requirements, special considerations, physical limitations, financial constraints, and required construction contract provisions and standards.

(c) Provide Engineer with available information pertinent to the Project including any previous reports, studies or data possessed by Owner which relates to design or construction of the Project. Engineer shall rely on information provided without verification unless otherwise agreed to in Appendix A. Owner shall notify of any known or potential health or safety hazards existing at or near the project site.

(d) Arrange for Engineer to have access to enter private and public property as required for Engineer to perform his services.

(e) Examine all studies, reports, sketches, Drawings, Specifications, proposals and other documents presented by Engineer, and render written decisions pertaining thereto within a reasonable time. The Owner's approval of Drawings, design, Specifications, reports and incidental engineering work or materials furnished hereunder shall not in any way relieve the Engineer of responsibility for the professional adequacy of his work. The Owner's review, approval or acceptance of, or payment for, any of the services shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

(f) Upon advice of the necessity to do so from Engineer, obtain required approvals and permits for the Project. The Engineer shall provide all supportive documents and exhibits necessary for obtaining said approvals and permits.

(g) Notify Engineer whenever Owner becomes aware of any substantial development or occurrence which materially affects the scope or timing of Engineer's services.

(h) If Engineer’s scope of work includes services during construction, Owner will approve acceptable draft language prepared by Engineer for inclusion in Owner’s contract with the construction contractor which require the construction contractor to indemnify and hold harmless Engineer, its officers, employees, agents, and consultants against claims, suits, demands, liabilities, losses, damages, and costs, including reasonable attorneys' fees and all other costs of defense, arising out of the performance of the work of the contractor, breach of contract, or willful misconduct of the contractor or its subcontractors, employees, and agents.

Owner will approve acceptable draft language prepared by Engineer for inclusion in Owner’s contract with the construction contractor which require (a) the contractor to name Engineer, its directors, officers and employees as additional insureds on the contractor's general liability insurance and/or Owner’s and Contractor's Protective policy (OCP), and any builder's risk, or other property insurance purchased by Client or the contractor to protect work in progress or any materials, supplies, or equipment purchased for installation therein; and (b) the contractor to furnish contractor’s certificates of insurance evidencing that Engineer, its officers, employees, agents, and consultants are named as additional insureds on contractor’s general liability and property insurance applicable to the Project. Contractor’s policies shall be primary and

any such insurance carried by the Engineer shall be excess and noncontributory. The certificates shall provide that Engineer be given 30 days' written notice prior to any cancellation thereof.

(i) Owner shall perform its obligations and render decisions within a reasonable time under the presented circumstances. However, given the nature of Owner's internal organization and requirements, a period of 14 days shall be presumed reasonable for any decision not involving policy decision or significant financial impact. A period of 45 days shall be presumed reasonable for Owner to act with respect to any matter involving policy or significant financial impact.

SECTION 4. TIME FOR PERFORMANCE.

Engineer's obligation to render services shall continue for such period of time as may reasonably be required for completion of the work contemplated in Appendix A - Scope of Services and Section 1 of this Agreement.

SECTION 5. PAYMENT.

5.1 Owner will pay to Engineer as full compensation for all services required to be performed by Engineer under this Agreement, except for services for additional work or work beyond the scope of this Agreement, an amount not to exceed $ 258,217.00 in the aggregate, and not to exceed those maximum amounts set forth in Appendix B - "Fee Schedule" and computed in accordance with this Section. In the event compensation for services is set forth in Appendix B as to each phase of work indicated in Section 1.1 of this Agreement, the maximum amount of compensation for any phase shall not exceed the amount specified in Appendix B for such phase.

5.2 Engineer shall submit periodic, but not more frequently than monthly, applications for payment, aggregating to not more than the maximum amount, for actual professional services rendered and reimbursable expenses incurred. Such applications shall be submitted with appropriate documentation that such services have been performed and expenses incurred. Thereafter, Owner shall pay Engineer for the amount of the application within 30 days of the date of billing, provided that sufficient documentation has been furnished., With respect to construction phase services, Owner will not be required to pay more than 90% of the maximum amount unless the Engineer's services have been completed to Owner's reasonable satisfaction and all required Engineer submittals have been provided.

5.3 The rates of compensation for service and for reimbursable expenses to be used with periodic and final payment applications shall be those set forth in Appendix B - "Fee Schedule."

5.4 No separate or additional payment shall be made for profit, overhead, local telephone expenses, lodging, routine photocopying, computer time, or similar expenses unless otherwise provided and listed in Appendix B - "Fee Schedule."

5.5 No compensation shall be paid to Engineer for services required and expenditures incurred in correcting Engineer's negligent errors or omissions.

5.6 Compensation for authorized work beyond the scope of this Agreement shall be governed by Paragraph 2.6(g).

SECTION 6. TERMINATION.

6.1 The Owner reserves the right to terminate this Agreement and Engineer's performance hereunder, at any time upon 10 days written notice, either for cause or for convenience. Upon such termination, Engineer shall cease all work and stop incurring expenses, and shall promptly deliver to the Owner all data, Drawings, Specifications, reports, estimates, calculations, summaries and all other information, and materials as Engineer may have accumulated in performing this Agreement, together with all finished work and work in progress.

6.2 Upon termination of this Agreement for events or reasons not the fault of Engineer, Engineer shall be paid at the rates specified in Appendix B - "Fee Schedule" for all services rendered and reasonable costs incurred to 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 Owner or Engineer. In no event shall payment to Engineer upon termination exceed the maximum compensation provided for complete performance in paragraph 5.1 and Appendix B.

6.3 In the event termination of this Agreement or Engineer's services is for breach of this Agreement by Engineer, or for other fault of Engineer including but not limited to any failure to timely proceed with work, or to pay its employees and consultants, or to perform services with that level of care and skill ordinarily exercised by professional Engineers specializing in the design of Sanitary Sewer Outfalls and Sewer Crossing Design or to perform work in a manner deemed satisfactory by Owner's Director of Public Works, then in that event, Engineer's entire right to compensation shall be limited to payment at the rates specified in Appendix B for services satisfactorily performed and reimbursable expenses reasonably incurred, prior to date of termination.

6.4 Engineer's professional responsibility for his completed work and services shall survive any termination.

SECTION 7. GENERAL PROVISIONS.

7.1 Ownership of Documents. All designs, Drawings, Specifications, technical data, and other documents or instruments procured or produced by the Engineer in the performance of this Agreement ("Work Product") shall be the sole property of the Owner upon payment to Engineer therefore and the Owner is vested with all rights therein of whatever kind and however created, whether created by common law, statutory law, or by equity. The Engineer agrees that the Owner shall have access at all reasonable times to inspect and make copies of all notes, designs, drawings, specifications, and all other technical data pertaining to the work to be performed under this Agreement. In the event Owner uses the designs, Drawings or Specifications provided hereunder for another project independent from Project, without adaptation by Engineer, Owner shall hold harmless and indemnify Engineer from all loss, claims, injury and judgments arising from the use of such designs, Drawings or Specifications for such other project. In no event shall Engineer publish its Work Product developed pursuant to this Agreement except (i) with advance, written consent of Owner, which consent may be granted or withheld in Owner's sole and absolute discretion and (ii) in full compliance with the requirements of this Agreement and applicable federal regulations.

7.2 Insurance and Indemnity.

(a) Engineer agrees that he has procured and will maintain during the term of this Agreement, such insurance as will protect him from claims under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any of his employees or of any person other than his employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom; and such insurance will provide for coverage in such amounts as set forth in subparagraph (b).

(b) The minimum insurance coverage which Engineer shall obtain and keep in force is as follows:

(i) Workers' Compensation Insurance complying with statutory requirements in Colorado and in any other state or states where the work is performed. The Workers' Compensation insurance policy shall contain an endorsement waiving subrogation against the Owner.

(ii) Commercial General and Automobile Liability Insurance with limits not less than One Million and No/100 Dollars ($1,000,000.00)per occurrence for personal injury, including but not limited to death and bodily injury, and One Million Five Hundred Thousand and No/100 Dollars ($1,500,000.00) for excess umbrella liability.

(iii) Professional Liability Insurance with coverage of not less than $1,000,000.00 covering claims arising from the negligent acts, errors or omissions in the services performed by Engineer for Owner under this Agreement. This policy shall provide coverage for all professionals providing services under this Agreement by or through the Engineer, including coverage for Engineer's activities performed in both its engineering and construction manager capacities.

(c) Engineer agrees to hold harmless, defend and indemnify Owner from and against any liability to third parties, to the extent caused by the negligent acts, errors or omissions of Engineer, his employees, subcontractors and consultants.

7.3 Notices. Any and all notices or other communications required or permitted by this Agreement or by law to be served on or given to either the Owner or the Engineer by the other party shall be in writing and shall be deemed duly served and given when personally delivered to the party to whom it is directed, or in lieu of such personal service when deposited in the United States mail, first-class postage prepaid, addressed to the Owner, City of Pueblo Department of Wastewater, Attention: Andra Ahrens, Director, 1300 S. Queens Avenue, Pueblo, Colorado 81001,, or to the Engineer, Brown and Caldwell, Inc., at the address listed above. Either party may change his address for the purpose of this paragraph by giving written notice of such change to the other party in the manner provided in this paragraph.

7.4 Entire Agreement. This instrument contains the entire agreement between the Owner and the Engineer respecting the Project, and any other written or oral agreement or representation respecting the Project or the duties of either the Owner or the Engineer in relation thereto not expressly set forth in this instrument is null and void. In the event of any conflict between any provision of this Agreement and a provision of any Appendix or attachment to this Agreement, the provision in the Appendix or attachment shall control and supersede the conflicting provision in this Agreement.

7.5 Successors and Assigns. This Agreement shall be binding on the parties hereto and on their partners, heirs, executors, administrators, successors, and assigns; provided, however, that neither this Agreement, nor any part thereof, nor any moneys due or to become due hereunder to the Engineer may be assigned by him without the written consent of the Owner. Notwithstanding the foregoing, if the authorized scope of work includes construction activities or the oversight of construction, Engineer may, at its discretion and upon notice to Owner, assign all of its contractual rights and obligations with respect to such activities or services to Brown and Caldwell Constructors, its wholly owned affiliate.

7.6 Amendments. No amendment to this Agreement shall be made nor be enforceable unless made by written Amendment signed by an authorized representative of Engineer and by Owner's authorized representative.

7.7 Choice of Law. This Agreement shall be governed and interpreted in accordance with the laws of the State of Colorado. Any unresolved dispute arising from or concerning any matter relating to this Agreement shall be decided in a state court of competent jurisdiction located in Pueblo, Colorado.

7.8 Equal Employment Opportunity. In connection with the performance of this Agreement, Engineer shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, disability or age. Engineer shall endeavor to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, national origin, disability or age.

7.9 Severability. If any provision of this Agreement, except for Section 2.6, is determined to be directly contrary to and prohibited by law or the requirements of any federal grant or other Project funding source, then such provision shall be deemed void and the remainder of the Agreement enforced. However, it is the intent of the parties that Section 2 of this Agreement not be severable, and that if any provision of said section be determined to be contrary to law or the terms of any federal grant, then as of the time of any such determination this entire Agreement shall be void and terminated pursuant to the provisions of Section 6, without waiving any claims or defenses

7.10 Appropriations. Subject to execution of this Agreement by the Director of Finance certifying that a balance of appropriation exists and funds are available, the amount of money appropriated for this Agreement is equal to or in excess of the maximum compensation payable hereunder; provided, however, that if construction is phased and subject to annual appropriation, funds only in the amount of initial appropriation are available and Engineer shall confirm availability of funds before proceeding with work exceeding initial and subsequent annual appropriations.

7.11 Additional Requirements on Federally Funded Contracts. If any of the work to be performed by Engineer under this Agreement is funded in whole or in part with federal funds, then this Agreement shall be construed

to include all applicable terms required by the federal assistance agreement and integrated federal regulations. By executing this Agreement, Engineer agrees to be bound by all such mandatory federal requirements. Such requirements shall be provided by Owner and incorporated into individual Agreements as applicable.

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.

SECTION 8. DISPUTES.

8.1 Any unresolved dispute or disagreement between Engineer and Owner arising from or relating to this Agreement or Engineer's services or right to payment hereunder shall be decided in a state court of competent jurisdiction located in Pueblo, Colorado.

SECTION 9. APPENDICES.

9.1 The following Appendices are attached to and made a part of this Agreement:

Appendix A - Scope of Services and Attachments consisting of 16 pages.
Appendix B - Fee Schedule and Schedule of Personnel & Duties consisting of 2 (two) pages.

SECTION 10. ACCESSIBILITY.

The Americans with Disabilities Act (ADA) provides that it is a violation of the ADA to design and construct a facility for first occupancy later than January 26, 1993, that does not meet the accessibility and usability requirements of the ADA except where an entity can demonstrate that it is structurally impractical to meet such requirements. The Engineer therefore, will use his or her best reasonable professional efforts in accordance with applicable standards of care 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, Owner shall have sole responsibility as between Client and Consultant for compliance with the Americans With Disabilities Act ("ADA") 42 U.S.C. 12101 et. Seq. and the related regulations.

SECTION 11 – STATE-IMPOSED MANDATES PROHIBITING WORKERS WITHOUT AUTHORIZATION FROM PERFORMING WORK

(a) At or prior to the time for execution of this Contract, Engineer shall submit to the Purchasing Agent of the City its certification that it does not knowingly employ or contract with a "Worker Without Authorization", as that term is defined within §8-17.5-101 (9), C.R.S. (herein "Worker Without Authorization"), who will perform work under this Contract and that the Engineer will participate in either the "E-Verify Program" created in Public Law 208, 104th Congress, as amended and expanded in Public law 156, 108th Congress, as amended, that is administered by the United States Department of Homeland Security or the "Department Program" established pursuant to section 8-17.5-102(5)(c), C.R.S. that is administered by the Colorado Department of Labor and Employment in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.

(b) Engineer shall not:

(i) Knowingly employ or contract with a Worker Without Authorization to perform work under this Agreement;

(ii) Enter into a contract with a subcontractor that fails to certify to Engineer that the subcontractor shall not knowingly employ or contract with a Worker Without Authorization to perform work under this Agreement.

(c) The following state-imposed requirements apply to this Agreement:

(i) The Engineer shall have confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement through participation in either the E-Verify Program or Department Program.

(ii) The Contractor is prohibited from using either the E-Verify Program or Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

(iii) If the Engineer obtains actual knowledge that a subcontractor performing work under this contract knowingly employs or contracts with a Worker Without Authorization to perform work under this Agreement, the Engineer shall be required to:

A. Notify the subcontractor and the Purchasing Agent of the City within three (3) days that the Engineer has actual knowledge that the subcontractor is employing or contracting with a Worker Without Authorization; and

B. Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to subparagraph (c)(iii)A. above, the subcontractor does not stop employing or contracting with the Worker Without Authorization ; except that the Engineer shall not terminate the contract with the subcontractor if, during such three (3) days, the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with a Worker Without Authorization.

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

(d) Violation of this Section by the Engineer shall constitute a breach of the agreement and grounds for termination. In the event of such termination, the Engineer shall be liable for City's actual and consequential damages.

(e) Nothing in this Section shall be construed as requiring the Engineer to violate any terms of participation in the E-Verify Program.

SECTION 12. PERA LIABILITY

The Engineer shall reimburse the Owner for the full amount of any employer contribution required to be paid by the Owner to the Public Employees' Retirement Association ("PERA") for salary or other compensation paid to a PERA retiree performing contracted services for the Owner under this Agreement. The Engineer shall fill out the questionnaire attached as Appendix D and submit the completed form to Owner as part of the signed Agreement.

(Signature page follows)

IN WITNESS WHEREOF the parties hereto have made and executed this Agreement as of the day and year first above written.

CITY OF PUEBLO, A MUNICIPAL CORPORATION

By_____
Naomi Hedden, Purchasing Director

Attest_____
City Clerk

[S E A L]

BROWN AND CALDWELL, INC.

By_____
Mary Kay Provaznik, Denver Local Leader

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

_____
Director of Finance

APPROVED AS TO FORM:

_____
City Attorney

Attachments: Appendix A - Scope of Services and Attachments
Appendix B - Fee Schedule and Schedule of Personnel & Duties

APPENDIX A

Brown & Caldwell Proposal for:
Southern Colorado Clinic
Sanitary Sewer Outfall
Sewer Crossing Design

Prepared for
City of Pueblo
April 29, 2022

Project Overview

The City of Pueblo (COP) is currently working with a 3rd party consultant, NorthStar Engineering (NorthStar), to design the Southern Colorado Clinic Sanitary Sewer Outfall. The COP is concerned about the currently designed depth of sewer which will increase construction costs due to its depth in bedrock and result in challenging operation and maintenance. The COP has asked Brown and Caldwell (BC) to provide data collection and design services related to an alternative design for four (4) arroyo crossings. This effort is independent of NorthStar's project work and is anticipated to require NorthStar to adjust their design, plans and specifications as necessary to accommodate the Brown and Caldwell arroyo crossings design which will each terminate at the adjacent manholes each side of the arroyo where NorthStar's project will continue.

This document describes BC's scope of engineering and design services for this work.

The work will be divided into two parts, preliminary and final design. Preliminary design will include the following:

- Review Geotechnical Engineering Report, currently ongoing by Terracon Consultants, Inc. (Terracon) (provided under separate contract). Provide additional geotechnical services in the form of laboratory test of rock samples and permitting of monitoring holes to monitoring wells.
- Perform scour analysis and provide a Preliminary Design Letter Report outlining results and design recommendations for minimum depth of sewer bury (bottom of arroyo to top of pipe). Recommendations to include protection measures for sewer pipe below the channel bottom along with backfill and associated armoring requirements.
- Identify necessary permits for the BC responsible sewer design segments of the project and develop a permitting matrix to include a list of agencies/stakeholders, approach and constraints to obtaining permits, and an implementation schedule related to those sewer segments. BC will include applicable permit requirements into the construction contract documents. With assistance of the COP, BC will review requirements with the permitting agencies and draft related permit forms. When required, BC will provide permit forms to COP for execution. Anticipated permits include:
    - Pueblo County Floodplain Development Permit
    - Pueblo County Special Use Permit
    - City of Pueblo P&Z Special Use Permit
    - US Army Corps of Engineering Section 404 – Nationwide Permit 58 and Preconstruction Notification
- Determine suitability of existing mapping/surveying to allow final design to proceed. If this survey is not suitable, BC can, as an option, perform topographical surveying (via a subconsultant) at additional cost unless the COP would prefer to handle the survey separately.
- Coordination with NorthStar to share locations and elevations of sewers at ends of crossing designs to allow NorthStar to update their design to align with the BC designed sewer depths and pipe end points

Final design will include the development of two (2) standalone final design packages as follows:

- Final Design Package 1 – Southern Colorado Clinic - Sanitary Sewer Outfall - Arroyo Crossing Project:
  - City is responsible for this project and is hiring BC for design, bid and construction for a segment of sanitary sewer that includes these arroyo crossings.
  - Design of three (3) arroyo crossings. This includes the following two (2) pipe segments:
    - Crossing 2: Approximate Sta. 30+92.54 to Sta. 34+88.15 (As shown in NorthStar Sewer Outfall drawing set)
      - Southern crossing of Wildhorse Creek (just north of junkyard)
    - Crossings 3 & 4: Approximate Sta. 4+60.00 to Sta. 8+80.00 (As shown in NorthStar Sewer Outfall drawing set)
      - Two-pronged tributary of Wildhorse Creek (aka Wildhorse Creek Tributary 2)
- Final Design Package 2 – Southern Colorado Clinic - Filing No.1 – Wildhorse Creek Crossing Project:
  - A third-party developer is responsible for design, bid and construction of the proposed sanitary sewer that includes this crossing of Wildhorse Creek. For this project, the City is hiring BC to solely perform geotechnical services, preliminary and final designs for a standalone bid package for a single arroyo crossing. The primary intent of this package is to confirm a reasonable depth for this single arroyo crossing as it may affect down steam system elevations. We understand that the City does not plan to bid this work and therefore does not intend to hire BC for bid or construction related services. We understand this final design package may be shared by the City with an unrelated third-party developer as a reference for potential coordination or modifications to the developer's own separate system extension design.
  - Design of one (1) pipe arroyo crossing.
    - Crossing 1: Approximate Sta. 42+00.00 to Sta. 46+00.00 (As shown in NorthStar Filing No. 1 drawing set)
      - Northern crossing of Wildhorse Creek (at future Parker Boulevard extension)
- Bid and construction phase services for Final Design Package 1. No bid or construction phase services provided for Final Design Package 2.

This work includes the following phases:

Phase 100 – Project Management and Administration
Phase 200 – Preliminary Design Services
Phase 300 – Final Design Services
Phase 400 – Bid Phase Services
Phase 500 – Construction Phase Services
Phase 600 – Supplemental Services
Phase 700 – Owner's Contingency

These phases and their task and activities are described below:

Schedule

Project duration through completion of Final Design is approximately 10-months following notice to proceed. Bid and Construction Phase timeline's have yet to be determined by the COP. BC can provide a schedule for these services once known.

City of Pueblo Responsibilities

The COP will provide available information to aid in the design process. This includes, but is not limited to:

- Existing drawings (PDF and CADD)
- Existing topographic survey data
- Existing geotechnical information/reports
- Existing environmental evaluations/reports
- Knowledgeable staff who can answer BC questions and respond to allow schedule timelines
- Serve to facilitate communications between BC, the COP and Southern Colorado Clinic and their design consultant(s).
- Provide payment for permit applications.
- Provide project site access to BC and their subconsultants
- Provide COP sewer design standards

Phase 100 – Project Management and Administration

Objectives

Project management includes overall tracking and coordination of the project activities. It also includes quality control activities.

Project Management and Administration includes the following tasks and activities:

- Project Management Planning
- Project Control (budget tracking) and Reporting
- Project Meetings and Workshops
- Cost Estimating
- Coordination with NorthStar Engineering
- Project Closeout

1.1 Project Management Planning

The Project Management Plan will document the key project information required by all project team members to assist them in executing the project to meet the required objectives: on time, on budget, with high quality. The key elements of the project plan are described below:

- Scope of work and work breakdown structure
- Project schedule and updates.
- Communications plan
- Risk management plan

- Quality management plan
- Change management process
- Health and safety plan

1.2 Project Control and Reporting

Monthly invoices (assumed -month project duration) will be prepared and submitted to the COP on months when work is completed format.

This task also includes periodic project review by BC management to assure the project is meeting critical success factors, is on schedule, and is within budget.

1.3 Project Meetings

BC will provide a regular forum for the receipt, exchange, response, and documentation of project planning, design, and management related issues and decisions during the project.

This task includes:

- Project Kickoff Meeting
- Design Progress Meetings (assume 1-hour bimonthly, virtual meetings for duration of design phase).
- Miscellaneous meetings and coordination with 3rd party consultant
- Workshops (2 total: Preliminary Design and 75% Final Design) – PM will meet with City staff to review deliverables at the Phase I - Preliminary Design Report Letter and Phase II - 75% Final Design milestones.

1.4 Cost Estimating

This activity includes the development of milestone cost estimates.

Assumptions: COP acknowledges that construction cost estimates, financial analyses and feasibility projections are subject to many influences including, but not limited to, price of labor and materials, unknown or latent conditions of existing equipment or structures, and time or quality of performance by third parties. Such influences may not be precisely forecasted and are beyond the control of BC and that actual costs incurred may vary substantially from the estimates prepared. BC does not warrant or guarantee the accuracy of construction or development cost estimates.

Preliminary Design Opinion of Cost

A Class IV (-30% to +50%) Opinion of Probable Construction Cost (OPCC) will be compiled based on the preliminary design completion level during the Phase I – Preliminary Design Letter Report phase. The OPCC will include a suitable level of contingencies.

Final Design Opinion of Cost

An OPCC will be compiled at both the approximately 75% design and 100% completion levels. This opinion will be a refinement of the preliminary design phase cost opinion and will include suitable level of contingencies. Class III (--20% to +30%) during the 75% and Class II (-15% to +20%) during the 100%.

1.5 Coordination with NorthStar Engineering

This activity includes coordinating with the COP's 3rd party engineering consultant (NorthStar Engineering).

The purpose of the coordination is to convey design points and elements that impact NorthStar's design as well as any changes during bid and construction phases that affect work areas by others. Review of NorthStar's design documents or design documents by others is not included as part of this task.

This task assumes up to six (6) 1-hour meetings with 2-3 BC staff plus additional hours for miscellaneous, informal communications.

1.6 Project Close-Out

During project close-out, BC will resolve final invoices, consolidate and archive project files.

1.7 Deliverables

The following deliverables will be provided as part of this phase:

- Invoices, with update summaries
- Meeting agendas, presentation materials, and minutes
- OPPCs

Phase 200 –Preliminary Design Services

Objectives

This phase provides the background studies and engineering analyses to allow the design to progress. As part of this project BC will provide engineering for the following services:

- Additional geotechnical services and review of Geotechnical Design Report
- Provide engineering analyses including design evaluation and a scour analysis the crossings.
- Identify permit requirements, coordinate with permit agencies, conduct necessary environmental and cultural studies, develop and submit permits required for design.

2.1 Additional Geotechnical Services

Additional geotechnical services to be provided by Terracon as a subconsultant to BC and will include:

- Laboratory testing of rock core sample for unconfined compressive strength
- State permits for monitoring wells (three total)

BC will review the geotechnical engineering report developed by Terracon for purposes of these design services for overall completeness, compatibility, and conformance with the work scope and other contract requirements.

2.2 Permitting

Permitting through local, county, state and federal agencies are anticipated for design locations associated with this scope of work. In addition, field studies are expected to be required elements of some of these permits and approvals as part of this work. BC will provide coordination and assistance

with the permitting planning and design-phase coordination of permits and evaluations only for the design location associated with the services provided herein. Activity under this task will be initiated in preliminary design and continue through final design.

This task includes the following activities:

- Conduct regulatory analysis and prepare a Permitting Matrix that identifies permits, licenses, agreements, and similar approvals required for design and construction of the Project.
- BC will provide services to assist COP with necessary permitting as required by the pipeline work associated with this scope of services only. Such permitting may consist of working with local, state, and federal agencies. Necessary permits for this work may include permits through the United States Corps of Engineers (USACE), United States Fish and Wildlife Service (USFWS), Colorado Department of Health and Environment, Pueblo County, and City of Pueblo.
- BC will coordinate the design documents to include permit requirements and a list of permits required to be obtained by the Contractor will be referenced in the specifications.
- To comply with Section 404 of the Clean Water Act, BC will conduct a stream and wetland delineation for waters of the United States (WOUTS) based on the likelihood of open cut construction through Wildhorse Creek and associated tributary(ies). Based on the project scope being related to water-related linear infrastructure, a Nationwide Permit 58 (NWP 58) will likely be suitable, and each stream crossing can be considered a single project and permitted under a NWP 58. The threshold is ½ acre of jurisdictional waters, and each crossing will need to meet that threshold individually. Per the Colorado Regional Conditions for the Nationwide Permits, a pre-construction notification (PCN) will be submitted to the USACE for authorization of WOTUS impacts. Required components of the PCN include project/applicant details, WOTUS delineation, impacts analysis, avoidance, and minimization discussion, preliminary threatened and endangered (T&E) species analysis and cultural review. (*Please note: If additional T&E or cultural information, surveys, reporting, or coordination is required by the USACE, additional scope and fees will be required.*)
- As part of the Section 404 permitting due diligence, BC has completed a species review using the USFWS Information for Planning and Consultation (IPaC) desktop review for potential Endangered Species Act protected species. Based on this review, the following species were listed as potential for occurrent in the project vicinity – Canada lynx, gray wolf, eastern black rail, green back cutthroat trout, and monarch butterfly. Based on preferred habitat and understanding of where currently, the black rail could have habitat in the project area (but unlikely) and the monarch butterfly habitat (milkweed species) should be assessed during the wetland stream delineation. It is not anticipated that habitat or species are present in the project area, but a field review and concurrence letter to the USFWS should be prepared. This includes the desktop review of habitat preference, field review during wetlands and streams delineation, and preparation of a letter of concurrence to the USFWS of our finding and request they agree not present in the project area. This letter will be included in the PCN for the USACE permit process.
    - (*Please note that our proposal does not include any field surveys for ESA-listed species. These services can be added through amendment as required.*) BC will make recommendations with regards to future permitting based on the required construction and discovery of protected species habitats. If this work triggers a consultation with the USFWS under ESA, this will be specifically communicated to the City.

- Also, as part of the Section 404 permitting due diligence, BC will conduct a desktop evaluation of the Project Area for cultural and historic resources using records and database review from common sources. It is anticipated no resources will be impacted based on this assessment. A concurrence letter will also be sent to the State Historic Preservation Office (SHPO) that will be included in the PCN for the Section 404 permit. *Please note that our proposal does not include any field surveys for cultural or historic resources. These services could be added through amendment as required).*
- Under the Migratory Bird Treaty Act (MBTA) and the Bald Eagles Act, a review of migratory birds associated with the project footprint will be assessed and the observation of active or potentially active raptor nesting sites will be documented during the stream and wetlands delineation. Based on what is noted, the technical specifications for the construction bid documents will be updated to reflect areas to be avoided during specific seasonal windows and activities that shall be implemented to comply with these statues.
- Finally, during the field surveys, active or previously active prairie dog burrows will be documented. If observed, a western burrowing owl survey will need to be conducted (*Separate scope and fee provided if necessary*). There are regulations requiring buffering the distance of land disturbance during key seasonal windows and/or sequencing construction activities to avoid burrowing owl nesting activities.

Task Assumptions

- If additional T&E or cultural information, surveys, reporting, or coordination is required by the USACE, additional scope and fees will be required
- Proposal does not include any field surveys for ESA-listed species. These services could be added through amendment as required
- Proposal does not include any field surveys for cultural or historic resources. These services could be added through amendment as required.
- CDPHE stormwater and dewatering permits shall be the responsibility of the selected contractor. BC is not providing permit support for these State permits.
- Permitting shall only pertain to the portion of sewer pipeline associated with this scope of services. Permits required beyond these limits shall be the responsibility of others.

2.3 Preliminary Design - Letter Report

The Preliminary Design Letter Report is a narrative description of the design criteria and installation solutions along with final recommendations used in the subsequent design document development, within following phases, to meet the COP's project requirements and objectives. The Letter Report will include the following:

- Identification of technical assumptions made, site requirements, and technical design criteria for use in Final Design.
- Design evaluation and recommendations for improvement of the pipe crossings. This may include shallowing the pipe depth.
- Results and recommendations of scour analysis at each crossing location.
- Permitting matrix to identify necessary permits to be completed during Final Design.

- Preliminary plan and profile drawings
- Expected drawing sheet index and construction specifications table of contents
- Opinion of probable construction cost (OPCC)

2.4 Topographic Survey Evaluation

The COP has existing survey data that is expected to be used and relied upon for the preliminary and final design work. BC will evaluate this information including control points, coordinate system (Colorado State Plane South Zone, NAD 1983 and USGS NVD 1929, feet), utility locations (ASCE 38-02 and SB 18-167; SUE level B), accuracy of data, mapping standards, and other information. Survey must be stamped by a professional surveyor in the state of Colorado.

If this topographic survey is not suitable for the final design, COP, at its option may request that the work be conducted by BC and their subconsultant, Manhard Consulting. Additional fee has been provided for these services. Topographic survey work assumes the City will provide an existing control network and monumentation. Survey will be confined to the existing easement width (assumed at 100 feet) as shown on NorthStar's drawings and extend to proposed manholes adjacent to the arroyo crossing locations (assumed at 500 feet per design location).

Site Visits

One (1) site visit is included during this phase to visually observe the "arroyo" crossing locations and to coordinate with surveyor.

Workshop

The Engineer will organize and attend one (1) Workshop Review Meeting with COP personnel as part of the Preliminary Letter Report draft deliverable. The workshop is for the following:

- Draft Letter Report submittal - A workshop will be held following the draft Letter Report submittal and sufficient review period (10 business days) by the COP. The purpose of the meeting is to review and resolve comments related to the Letter Report. This meeting is expected to last up to 1 hour and be held virtually in a Teams Meeting. Attendees include the design lead and the project manager.

Deliverables

The following deliverables will be provided as part of this phase:

- Preliminary Design - Letter Report submittal – Electronic copy
- Topographic survey evaluation - letter

Phase 300 – Final Design Services

3.1 Design Development Review (75%)

The 75 percent design effort will proceed following the COP's approval of the Preliminary Design Letter Report submittal and the associated workshop.

Objectives

Provide 75 percent level design drawings and technical specifications (applicable Divisions 1 through 50), in support of recommendations adopted during preliminary design. Additionally, prepare and coordinate submission of necessary permits.

Activities

Drawings will be provided in two design sets noted previously as Final Design Package 1 and Final Design Package 2.

Beginning and ending point of each crossing design will be to the pipe invert of the adjacent manhole, but exclusive of manhole, included in NorthStar's design. Sewer design upstream and downstream of these locations shall be the responsibility of others. BC will coordinate the connection locations, invert elevations, and details of these points with NorthStar.

Each drawing set will also include details for trench backfill, surface restoration, casings (if required) and other project details (such as in-channel bed protection or modification, if necessary).

BC will coordinate specifications and drawings with the COP and NorthStar. It is expected that BC will provide selected technical specs, separate bid form (summary of quantities), and drawings for each Design Package.

The following items will be provided as part of the 75 percent final design package:

- Select technical specifications (BC Format) – provided electronic only, prior to Workshop (these will depend on the selected pipe crossing alternative). Front end documents to be provided by the COP.
- Plan and profile drawing set. BC will provide to the COP an electronic (PDF) copy of this deliverable prior to Workshop. Includes cover, general, miscellaneous and detail sheets.
- Grading, erosion, and sediment control (GESC) drawings. BC will provide to the COP an electronic (PDF) copy of this deliverable prior to Workshop
- Opinion of Probable Construction Cost

75 Percent Design Review Workshop: The Engineer will organize and attend one (1) workshop review meeting with COP to review the submittal. The workshop will be held following the draft 75 percent submittal and City review period (10 working days). This meeting is expected to last up to 2 hours and be attended by the pipeline lead and the project manager.

3.2 100 Percent (Bid) Design

Following the 75 Percent Design Review Workshop, the 100 percent design effort will commence.

Objectives

- Comments generated from COPs review of 75 percent deliverable and Design Review Workshop will be addressed.
- Complete Final design and provide stamped design documents (drawings and specifications)

Activities

The following deliverables will be provided as part of this phase:

- 100 Percent Submittal – Select technical specifications sections (BC Format) along with the 100 Percent Final Design (Bid) drawings. BC will provide to the COP an electronic (PDF) copy of this deliverable.
- It is assumed that the COP is providing front-end (Division 0 – Procurement and Contracting Requirements) specifications.

Phase 400 – Bid Phase Services

Objectives

Bid phase services includes the following tasks:

- Contractor Prequalification and Solicitation (Optional Work)
- Addressing bidder questions
- Develop and distribute addenda
- Attendance at pre-bid conference
- Review bid documents and provide recommendation
- Compile and Deliver Issued for Construction Documents

Activities

Contractor Pre-Qualification (Optional Work)

BC will assist the City of Pueblo in advertising for proposals from construction contractors to construct the proposed project by providing an appropriate advertisement for City use. (It is anticipated that the City will cover publication costs required as part of the bidding process.)

BC will assist the City in reviewing the Contractor proposals and will provide the City with a "fact sheet" summarizing the Contractor's proposals.

Bid Solicitation

BC will assist the City of Pueblo in advertising for bids from construction contractors to construct the proposed project by providing an appropriate advertisement for City use. (It is anticipated that the City will cover publication costs required as part of the bidding process.)

Attendance at Pre-Bid Conference

BC will attend and provide support to City at the Pre-Bid Conference. It is assumed the City will be leading the Pre-Bid Conference.

Bidding Documents

Bidding documents will be obtained by the bidding Contractors from the City website.

Bidder Questions

Answer questions of prospective bidders during the advertisement and bidding period. This includes modifying the questions into a format suitable for inclusion in addendum.

Addenda

Prepare not more than two addenda, as required, to modify or amend the bidding documents as appropriate during the bidding period.

Bid Opening

Bids will be received by the City of Pueblo. BC will not attend the bid opening.

Bidder Evaluation

Review the submitted bids. Brown and Caldwell will assist the City of Pueblo in summarizing results of the review and making a recommendation regarding acceptance of the bid and award of the contract.

Issued for Construction (IFC) Drawings

- Incorporate changes made by addenda and produce a final set of IFC contract documents. Issued for Construction Drawings are to be stamped by a BC Colorado licensed Professional Engineer.

Phase 500 – Construction Phase Services

Objectives

Bid phase services includes the following tasks:

- Attend pre-construction meeting
- Conduct periodic site visits
- Material submittal (and resubmittal) review
- Review and respond to RFIs
- Change Order Assistance

Activities

Upon authorization from the City, Brown and Caldwell will perform the following engineering services related to Final Design Package 1 during construction.

Meetings and On-Site Services

On-site services during construction phase will include attendance at the pre-construction meeting, attendance at two (2) construction progress meetings, and construction observation performed in conjunction with the progress meetings. An additional two (2) site visits are added to this to be used at the request of the City or as needed to support project. It is assumed that a total of no more than four (4) trips to the site will be required (budgeted 8 hours for one person per visit.)

Shop Drawing Submittals

Review shop drawings submitted by the Contractor to assess the conformance of equipment proposed by the Contractor with the design intent of the contract documents and indicate to the Contractor the acceptability of such equipment. It is assumed that ten (10) shop drawings will be reviewed by the Engineer. BC assumes no more than (2) reviews per shop drawing submittal. A total of three (3) hours has been budgeted for review of the initial shop drawing submittal and one (1) hours for review of re-submittals. It is assumed half of initial shop drawings will require resubmittal. BC will maintain a shop drawing submittal log.

Requests for Information

Respond up to four (4) Requests for Information (RFI) submitted by the construction contractor to help clarify the intent of the contract documents. Sixteen hours (16) hours have been allotted for this task. BC will maintain an RFI log.

Change Orders

Provide assistance, where applicable, on reviewing up to one (1) proposed change orders. Assistance can be in the form of collaboration, coordination and minor design alterations,
Assist with determination of conformance with the original design intent and cost effectiveness. Sixteen (16) hours have been allotted for this task.

Phase 600 – Supplemental Services (Optional Work)

While the following tasks are not expected to be necessary as part of this scope execution, if desired or beneficial to the project, they can be added as additional/supplemental services. Upon written authorization by Pueblo WW and mutual agreement on scope and fee, BC shall provide these supplemental services as needed for the Design, Construction, and Post Construction phases of this Project. Supplemental services may include any of the following:

6.1 Environmental Permitting Related Field Surveys.

Additional field surveys associated with Task 2.2 that may be required for federal/state permits.

6.2 Decommissioning of Monitoring Wells.

Additional effort by geotechnical subcontractor to decommission monitoring wells in accordance with the Department of Water Resources.

6.3 Owner's Advisor Services.

Review and comment of design documents by others on behalf of the COP.

6.4 Permitting Support for One Additional Jurisdictional Crossing.

Provide additional permitting support needed to permit one additional USACE jurisdictional crossing. Additional support does not include design of the sewer for the crossing.

6.5 Bid and Construction Phase Services for Final Design Package 2.

Provide bid and construction services similar to Final Design Package 1.

6.6 Unexpected Subsurface Conditions.

Additional design effort to account for unexpected subsurface conditions. May include additional geotechnical investigations as needed

6.7 Differing Conditions During Construction.

Review and analysis of Contractor claims for differing subsurface and physical conditions.

6.8 Additional Site Visits (Construction Phase).

Additional site visits above what has been assumed previously for construction phase services.

6.9 Record Drawings.

Development of record drawings post construction at the request of the City.

Phase 700 – Owner's Contingency (Optional Work)

Upon written authorization by Pueblo WW and mutual agreement on scope and fee, BC shall provide additional services as required by the project. Contingency services may be required due to unavoidable schedule delays, Contractor performance issues, or other items as authorized by Pueblo WW.

Project Assumptions and Limitations

The following assumptions were made in the development of this Scope of Services:

- Geotechnical data and recommendations are provided for informational use of BC. Should data and reports be used by others, it must be verified (Colorado PE stamped) by the responsible party. BC will be allowed to rely upon this data during the design.
- The design of sewers at the arroyo crossings can be accomplished without the use of deep foundation systems or structural support systems (such as an aerial crossing). These can be added with additional fee, if necessary.
- Topographical Survey: Survey data has been obtained by others for the project areas. However, age and completeness of this data is unknown. Existing survey data will be evaluated by BC for use in development of the final design documents. It is assumed that the existing topographical data is accurate and will not be independently verified if deemed to be complete, reliable and usable for BC final design. However, if this data is determined not to be suitable, additional scope and fee has been included on this scope of services to accomplish this task.
- We are not aware of existing utilities being located in the areas of the arroyo crossings and therefor, no utility test holes (potholes) or SUE level A data is anticipated to be needed for the design. This work is not included and has not been provided for in this scope of services. Should this work be required, BC can provide a scope and fee for these services.
- BC's sewer design alignment (location of the arroyo crossings) will rely on the NorthStar existing design of the Southern Colorado Clinic Sanitary Sewer Outfall for location of the arroyo crossings. Northstar remains the sole engineer in responsible charge for the overall system and layout of the Southern Colorado Clinic Sanitary Sewer Outfall and is solely responsible to meet any and all appropriate Local, State, and Federal codes, standards and regulatory requirements.
- A third-party developer and their engineer of record is responsible for design, bid and construction of the proposed sanitary sewer that includes the Wildhorse Creek crossing (referred to as Final Design Package 2 in the scope of services). For this project, the City is independently hiring BC to solely perform geotechnical services, preliminary and final design for a standalone bid package for a single arroyo crossing. The primary intent of this package is to confirm a reasonable depth for this single arroyo crossing as it may affect downstream system elevations for the Wildhorse Creek Crossing extension section. We understand that the City does not plan to bid BC's design package, therefore does not intend to hire BC for bid or construction related services. We understand this final design package may be shared by the City with an unrelated third-party developer as a reference for potential coordination or modifications to the developer's own separate system extension design. If the City provides BC's design of this single arroyo crossing to the Developer, any use and interpretation of requirements will be at the Developer and their Professional Engineer's own risk. BC will not be contracting separately with the third-party developer or their engineer.
- BC assumes no responsibility for the accuracy, completeness or quality of design work by others to verify connectivity is acceptable. BC assumes no responsibility for delays to BC schedule because of delays by others in making such verifications.
- BC assumes no responsibility for the accuracy, completeness, or quality of design work by third parties. Review and/or recommendations of design work by third parties is not provided for in this scope of services.

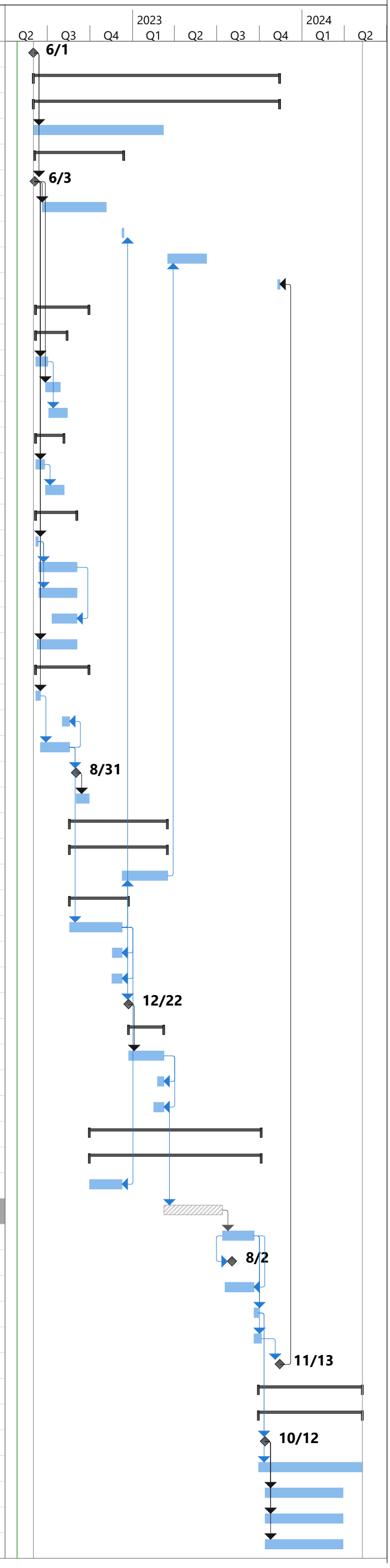
- BC assumes project is to be designed and constructed via the open-cut method. Scope excludes tunneling design and associated efforts. Should the project require a trenchless installation, a scope and fee can be developed to provide a tunnel design for the sewer.
- The Preliminary Design Letter Report and other deliverables will be revised once each, pursuant to the COP's comments and suggestions.
- BC assumes sizing of the sewer has been completed and will be provided by the City. BC assumes no hydraulic analysis or sewer modeling, or other means of hydraulic capacity verification is required as part of this project.
- BC assumes the City has obtained adequate permanent and temporary access/construction easements to construct the sewer and complete necessary restoration of arroyos. If additional easement (temporary or permanent) to construct the sewer or perform restoration work, it shall be the responsibility of the City to obtain.
- A design review comment/resolution log will be maintained to capture formally submitted or documented COP comments. Changes resulting from comments will be incorporated to the design documents; however, design will proceed without resubmittal of each design milestone deliverable. The comment log will capture the resolution to each comment and BC will document acceptance from the COP to each item logged and resolved.
- Design drawing format will be 2D in AutoCAD, based upon COP drawing standards, supplemented by BC standards, as required.
- Deliverables will be submitted in electronic PDF format for COP use. No hard copy deliverables are provided. Electronic deliverable formats will be limited to PDF, AutoCAD, MS Word and MS Excel. BC will not provide other electronic formats or any other proprietary or licensed software for use by the COP. No software will be specifically written for this project. Final design phase will not commence until all decisions are final and COP approves the Preliminary Design Letter Report.
- The anticipated project construction mechanism is a conventional design-bid-build. It is assumed that COP will lead the bid phase. Bid phases support services shall be provided for in this scope of work for the three arroyo crossing design package (referred to a Final Design Package 1 in this scope of services).
- This work includes providing design specifications and drawings for two construction contracts. Construction to include only a single contract advertisement. No additive or deductive alternates will be included on the bid form or contract documents.
- No prepurchase of materials or equipment is expected.
- Restoration of site to include seeding and grading. Landscaping or irrigation system is not included.
- Design will be based on federal, state and local codes and standards in effect on the date of the notice to proceed. Any changes to these codes may necessitate a change in scope.
- Investigation and remediation of possible hazardous waste, asbestos, lead paint or other types of contamination is not anticipated to be required. If evidence is observed in the field or other information becomes available to warrant investigations, these can be added as additional services.

PROJECT SCHEDULE

City of Pueblo

Southern Colorado Clinic - Sanitary Sewer Outfall - Sewer Crossing Design

ID	Phz.Task	Task Name	Duration	Start	Finish
1		**Notice to Proceed**	0 days	Wed 6/1/22	Wed 6/1/22
2	**100**	**100 - Project Management and Administration**	**379 days**	**Wed 6/1/22**	**Mon 11/13/23**
3	**100.001**	**Project Management**	**379 days**	**Wed 6/1/22**	**Mon 11/13/23**
4		Project Control and Reporting	10 mons	Wed 6/1/22	Tue 3/7/23
5		**Project Meetings**	**136 days**	**Fri 6/3/22**	**Mon 12/12/22**
6		*Conduct Project Kickoff Meeting*	0 days	Fri 6/3/22	Fri 6/3/22
7		*Biweekly Progress and Miscellaneous Meetings*	5 mons	Mon 6/20/22	Fri 11/4/22
8		*Design Workshops*	2 days	Fri 12/9/22	Mon 12/12/22
9		Coordination with NorthStar Engineering	3 mons	Fri 3/17/23	Thu 6/8/23
10		Project Close-Out	3 days	Thu 11/9/23	Mon 11/13/23
11	**200**	**200 - Preliminary Design Services**	**83 days**	**Mon 6/6/22**	**Wed 9/28/22**
12	**200.001**	**Geotechnical Field Investigations, Data Collection and Re**	**50 days**	**Mon 6/6/22**	**Fri 8/12/22**
13		*Additional Testing*	20 days	Mon 6/6/22	Fri 7/1/22
14		*Groundwater Monitoring; Well Permits*	24 days	Mon 6/27/22	Thu 7/28/22
15		*Geotechnical coordination*	30 days	Mon 7/4/22	Fri 8/12/22
16	**200.002**	**Topographic Survey**	**45 days**	**Mon 6/6/22**	**Fri 8/5/22**
17		*Utility Identification and Private Utility Locates*	15 days	Mon 6/6/22	Fri 6/24/22
18		*Field Topographic Survey*	30 days	Mon 6/27/22	Fri 8/5/22
19	**200.003**	**Permitting, Environmental and Cultural/Historical Resour**	**65 days**	**Mon 6/6/22**	**Fri 9/2/22**
20		*Develop and Maintain Permit Matrix*	5 days	Mon 6/6/22	Fri 6/10/22
21		*Coordination with Local, County, & State Permitting Agenc*	60 days	Mon 6/13/22	Fri 9/2/22
22		*Coordination with Federal Permitting Agencies*	60 days	Mon 6/13/22	Fri 9/2/22
23		*Local, County, & State Permits*	40 days	Mon 7/11/22	Fri 9/2/22
24		*USACE Section 404 Permit & Field Surveys*	62 days	Thu 6/9/22	Fri 9/2/22
25	**200.004**	**Preliminary Design Letter Report**	**83 days**	**Mon 6/6/22**	**Wed 9/28/22**
26		*Scour Analysis*	8 days	Mon 6/6/22	Wed 6/15/22
27		*Opinion of Probable Construction Cost*	12 days	Tue 8/2/22	Wed 8/17/22
28		*Draft Development of Letter Report*	45 days	Thu 6/16/22	Wed 8/17/22
29		*Review meeting*	0 days	Wed 8/31/22	Wed 8/31/22
30		*Final Development of Letter Report*	20 days	Thu 9/1/22	Wed 9/28/22
31	**300**	**300 - Final Design Services**	**151 days**	**Thu 8/18/22**	**Thu 3/16/23**
32	**300.001**	**Final Design**	**151 days**	**Thu 8/18/22**	**Thu 3/16/23**
33		*Coordination with Permitting Agencies*	70 days	Fri 12/9/22	Thu 3/16/23
34		***Design Development Review***	**91 days**	**Thu 8/18/22**	**Thu 12/22/22**
35		*75% Design Drawings*	81 days	Thu 8/18/22	Thu 12/8/22
36		*75% Technical Specifications*	15 days	Fri 11/18/22	Thu 12/8/22
37		*75% OPCC*	16 days	Thu 11/17/22	Thu 12/8/22
38		*Review meeting*	0 days	Thu 12/22/22	Thu 12/22/22
39		***Issue for Construction Set***	**54 days**	**Fri 12/23/22**	**Wed 3/8/23**
40		*100% Design Drawings*	54 days	Fri 12/23/22	Wed 3/8/23
41		*100% Technical Specifications*	10 days	Thu 2/23/23	Wed 3/8/23
42		*100% EOPCC*	16 days	Wed 2/15/23	Wed 3/8/23
43	**400**	**400 - Bid Phase Service**	**264 days**	**Fri 9/30/22**	**Wed 10/4/23**
44	**400.001**	**Bid Phase Activities**	**264 days**	**Fri 9/30/22**	**Wed 10/4/23**
45		*Contractor Prequalification & Solicitation*	50 days	Fri 9/30/22	Thu 12/8/22
46		PROJECT FLOAT - (Advertisement date selected by City)	*90 days*	*Thu 3/9/23*	*Wed 7/12/23*
47		*Advertisement (by City)*	48 days	Thu 7/13/23	Mon 9/18/23
48		*Attend Pre-bid Conference & field walk*	0 days	Wed 8/2/23	Wed 8/2/23
49		*Address Bidder Questions & Addenda*	44 days	Wed 7/19/23	Mon 9/18/23
50		*Review Bid Documents and Provide Recommendation*	8 days	Tue 9/19/23	Thu 9/28/23
51		*Compile and Deliver IFC Documents*	12 days	Tue 9/19/23	Wed 10/4/23
52		**Contract Closeout (Design & Bidding)**	0 days	Mon 11/13/23	Mon 11/13/23
53	**500**	**500 - Construction Phase Service (Optional Work)**	**160 days**	**Fri 9/29/23**	**Thu 5/9/24**
54	**500.001**	**Construction Phase (Optional Work)**	**160 days**	**Fri 9/29/23**	**Thu 5/9/24**
55		*Attend Pre-Construction Meeting (x2)*	0 days	Thu 10/12/23	Thu 10/12/23
56		*Conduct Periodic Site Visits (x8)*	8 mons	Fri 9/29/23	Thu 5/9/24
57		*Submittal and Resubmittal Review*	6 mons	Fri 10/13/23	Thu 3/28/24
58		*Review and Respond to RFIs*	6 mons	Fri 10/13/23	Thu 3/28/24
59		*Change Order Assistance*	6 mons	Fri 10/13/23	Thu 3/28/24



Pueblo, City Dept of Wastewtr (CO) - Wildhorse Creek Crossing Design

Phase	Phase Description	Keil, Kevin A	Lambert, Keli A	Rossillon, Tina	Wieder, Tobin J	Foged, Nathan H	Michalos, Christopher	Pennington, Thomas	Lewallen, Elisa A	Turner, Scott A	Engle, Brandi	DeSouza, Elton G	Wilson, Chandler	Higbee, Scott P	Fulk, Reginald	Pershing, Russell A	Total Labor Hours	Total Labor Effort	Other	Lodging and Food	Other Travel	Total ODCs	Manhard	Terracon	Total Sub Cost	Total Expense Cost	Total Expense Effort	Total Effort
		PM	PA	Civil Engineer	Project Engineer	Scour QA/QC	Scour SME	Geotech SME	Permitting	Cost Est	Project Asst	Sewer QA/QC	Design Manager	Tech Advisor	CAD Manager	CAD Designer							Cost	Cost				
		$214.00	$101.00	$184.00	$122.00	$240.00	$240.00	$240.00	$143.00	$184.00	$101.00	$240.00	$214.00	$240.00	$143.00	$122.00												
100	**Project Mgmt. and Admin**	30	40	4	4	0	8	0	0	0	0	0	74	0	4	4	**168**	**30,500**	0	0	0	**0**	0	0	**0**	**0**	**0**	**30,500**
200	**Preliminary Design Services**	4	0	16	48	8	52	8	152	12	0	8	38	4	0	20	**370**	**63,372**	0	50	170	**220**	11,500	2,350	**13,850**	**14,070**	**15,477**	**78,849**
300	**Final Design Services**	8	0	64	48	8	32	4	0	18	12	8	36	12	0	118	**368**	**61,328**	0	0	0	**0**	0	0	**0**	**0**	**0**	**61,328**
400	**Bid Phase Service**	0	0	0	20	0	2	0	0	0	0	0	22	2	0	8	**54**	**9,084**	0	50	170	**220**	0	0	**0**	**220**	**242**	**9,326**
500	**Construction Phase Service**	0	0	8	52	0	20	4	0	0	0	0	36	2	0	2	**124**	**22,004**	0	250	850	**1,100**	0	0	**0**	**1,100**	**1,210**	**23,214**
600	**Supplemental Services**	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	**0**	**0**	27,273	0	0	**27,273**	0	0	**0**	**27,273**	**30,000**	**30,000**
700	**Owner Contingency**	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	**0**	**0**	22,727	0	0	**22,727**	0	0	**0**	**22,727**	**25,000**	**25,000**
	GRAND TOTAL	**42**	**40**	**92**	**172**	**16**	**114**	**16**	**152**	**30**	**12**	**16**	**206**	**20**	**4**	**152**	**1,084**	**186,288**	**50,000**	**350**	**1,190**	**51,540**	**11,500**	**2,350**	**13,850**	**65,390**	**71,929**	**258,217**

City Clerk's Office Item # N-2

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: May 23, 2022

TO: President Heather Graham and Members of City Council

VIA: Marisa Stoller, City Clerk

FROM: Nicholas A. Gradisar, Mayor

SUBJECT: AN ORDINANCE APPROVING AND ACCEPTING A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF PUEBLO AND PHILOSOPHY COMMUNICATIONS, INC. TO PERFORM BRANDING CONSULTATIONS FOR THE PUEBLO FOOD PROJECT ENTREPRENEUR DEVELOPMENT PROGRAM FOR $3,000

SUMMARY:

Attached is an Ordinance approving and accepting a Professional Services Agreement with Philosophy Communications, Inc., for the purpose of branding consultations for the 12 students in the Pueblo Food Project's Entrepreneur Development Program. This Ordinance approves payment to Philosophy in the amount of $3,000.00 from Project No. CO2102.

PREVIOUS COUNCIL ACTION:

Not applicable to this Ordinance.

BACKGROUND:

The Pueblo Food Project had been gifted $20,000 from the Gerone-Nicksich Foundation for the purpose of supporting the Pueblo Food Project Entrepreneur Development Program (PFPEDP). This Ordinance utilizes a portion of those grant funds to purchase services for the purpose of branding consultations. This Ordinance will approve a Professional Services Agreement for those services in the amount of $3,000.00, to be paid from Project No. CO2102.

FINANCIAL IMPLICATIONS:

Not applicable to this Ordinance.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

If the proposed Ordinance is not approved, the Pueblo Food Project will not be able to provide the services for the Entrepreneur Development Program.

RECOMMENDATION:

Approval of the Ordinance.

Attachments:
Proposed Ordinance
Agreement for Professional Services

ORDINANCE NO. _____

AN ORDINANCE APPROVING AND ACCEPTING A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF PUEBLO AND PHILOSOPHY COMMUNICATIONS, INC. TO PERFORM BRANDING CONSULTATIONS FOR THE PUEBLO FOOD PROJECT ENTREPRENEUR DEVELOPMENT PROGRAM FOR $3,000

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

SECTION 1.

The Agreement for Professional Services ("Agreement") between the City of Pueblo, a Colorado Municipal Corporation, and Philosophy Communications, Inc., a Colorado Corporation, supporting efforts of the Pueblo Food Project's Entrepreneur Development Program for a total of $3,000.00, 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 the Agreement on behalf of the City of Pueblo, where the Mayor may execute the Agreement by electronic signature and such electronic signature shall be attributable to the Mayor and the City of Pueblo. The City Clerk shall affix the Seal of the City thereto and attest same, as appropriate.

SECTION 3.

Payments made pursuant to the Agreement shall be made from Project No. CO2102.

SECTION 4.

The officers and staff of the City are hereby authorized to perform any and all acts consistent with this Ordinance and the attached Agreement to implement the transactions described therein.

SECTION 5.

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

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on _____.

Final adoption of Ordinance by City Council on _____.

_____
President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____based on the following objections:

_____
_____
_____
_____

_____
Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

_____
President of City Council

ATTEST

_____
City Clerk

AGREEMENT
FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered this 5th day of May, 2022 ("Effective Date"), by and between the City of Pueblo, a Colorado Municipal Corporation, (hereinafter referred to as "Client") and Philosophy Communications, Inc., a Colorado Corporation, (hereinafter referred to as "Consultant") for Consultant to render professional services for Client with respect to the Pueblo Food Project Startup Entrepreneur Development Program and related ancillary services, hereinafter referred to as the "Project". In consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

SECTION 1. GENERAL AND SCOPE OF SERVICES.

(a) Consultant shall satisfactorily perform the professional consulting services for the Project described in more detail in *Schedule 1* attached hereto and incorporated herein by reference, including but not limited to the performance of brand audits for Project participants. Such services shall include all usual and customary professional consulting services in connection with Consultant's work on the Project.

(b) Consultant shall maintain prudent and accurate records of all transactions. The Consultant shall track all project activities. Client will not reimburse or otherwise pay for any of Consultant's transactions, as such costs are part of Consultant's business.

(c) 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.

(d) To the extent Consultant requires access to private property to perform its services hereunder, Consultant shall be required to make arrangements to obtain such access. However, in the event Client has already secured access for Consultant to any such property through a right of entry agreement, access agreement, letter of consent or other instrument, Consultant shall fully comply with and be subject to the terms and conditions set forth therein. A copy of any such instrument will be provided to Consultant upon request.

SECTION 2. CONSULTANT'S RESPONSIBILITIES.

(a) Consultant shall be responsible for the professional quality, technical accuracy, and timely completion of Consultant's work, including that performed by Consultant's subconsultants and subcontractors, and including reports and other services, notwithstanding Client's initial acceptance of same.

(b) Consultant shall be responsible, in accordance with applicable law, to Client for all loss or damage to Client caused by Consultant's negligent act or omission; and Consultant hereby irrevocably waives and excuses Client and Client's attorneys from compliance with any requirement to obtain a certificate of review as a condition precedent to commencement of an action, including any such requirements set forth in Section 13-20-602, C.R.S. or similar statute, whether now existing or hereafter enacted.

(c) 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, if any.

(d) Before undertaking any work or incurring any expense which Consultant considers beyond or in addition to the Statement of Work described in *Schedule 1* or otherwise contemplated by the terms of this Agreement, Consultant shall advise Client in writing that (i) Consultant considers the work beyond the scope of this Agreement, (ii) the reasons that Consultant believes the out of scope or additional work should be performed, and (iii) 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 Client. The compensation for such authorized work shall be negotiated. Unauthorized work shall not be compensated.

SECTION 3. FEES FOR SERVICES; PAYMENT.

(a) Client 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, the maximum sum of U.S. $3,000.00. Said sum shall be paid to Consultant following execution of this Agreement and within forty-five (45) days of invoice by Consultant.

(b) Consultant shall submit periodically, but not more frequently than monthly, records of time worked and services rendered. Records shall contain appropriate documentation, if available, evidencing that such services have been performed. Consultant must submit a written request and obtain signed approval prior to completing any work beyond the scope of this agreement.

(c) No separate or additional payment shall be made for profit, overhead, telephone expenses, travel, lodging, routine photocopying, computer time, secretarial or clerical time, or similar expenses.

(d) No compensation shall be paid to Consultant for services required and expenditures incurred in correcting Consultant's mistakes or negligence.

(e) Compensation for authorized work beyond the scope of this Agreement shall be governed by the provisions of Section 2(d).

(f) In the event services under this Agreement are phased and to be performed in more than one fiscal year or are subject to annual appropriation, Consultant acknowledges that funds only in the amount of initial appropriation are available and it shall confirm availability of funds before proceeding with work exceeding initial and subsequent annual appropriations.

SECTION 4. CLIENT'S RESPONSIBILITIES.

(a) Client agrees to advise Consultant regarding Client's Project requirements and to provide all relevant information, data, and previous reports accessible to Client which Consultant may reasonably require.

(b) Client shall designate a Project Representative to whom all communications from Consultant shall be directed and who shall have limited administrative authority on behalf of Client to receive and transmit information and make decisions with respect to the Project. Said representative shall not, however, have authority to bind Client as to matters of governmental policy or fiscal policy, nor to contract for additions or obligations exceeding a value which is the lesser of $5,000.00 or 5% of the maximum contract price.

(c) Client shall examine all documents presented by Consultant, and render decisions pertaining thereto within a reasonable time. The Client's approval of any reports, documents or other materials or product furnished hereunder shall not in any way relieve Consultant of responsibility for the professional adequacy of its work.

(d) Client shall perform its obligations and render decisions within a reasonable time under the circumstances presented. Based upon the nature of Client and its requirements, a period of fourteen (14) days shall be presumed reasonable for any decision not involving policy decision or significant financial impact, when all information reasonably necessary for Client to responsibly render a decision has been furnished. A period of forty-five (45) days shall be presumed reasonable for Client 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 Client but must be procured from others.

SECTION 5. TERM AND TERMINATION.

(a) Term. The term of this Agreement begins on the Effective Date and ends on March 31, 2023, unless the project is completed and approved by the Project Representative prior to that date or the term is sooner terminated in accordance with this Agreement. Client reserves the right to extend the term of this Agreement in one-year increments by written acceptance of both parties.

(b) Fund Appropriation. This agreement is expressly made subject to the limitations of the Colorado Constitution. Nothing herein shall constitute, nor be deemed to constitute, the creation of a debt or multi-year fiscal obligation or an obligation of future appropriations by the City Council of Pueblo, contrary to Article X, §20 of the Colorado Constitution or any other constitutional, statutory or charter debt limitation. Notwithstanding any other provision of this agreement, with respect to any financial obligation of Client which may arise under this agreement in any fiscal year after the current year, in the event the budget or other means of appropriations for any such year fails to provide funds in sufficient amounts to discharge such obligation, such failure shall not constitute a default by or breach of this agreement. The termination of this Agreement due to lack of funding shall be without penalty to the Client.

(c) Client reserves the right to terminate this Agreement and Consultant's performance hereunder, at any time upon

written notice, either for cause or for convenience. Upon such termination, Consultant and its subcontractors shall cease all work and stop incurring expenses, and shall promptly deliver to Client all data, reports, plans, calculations, summaries and all other information, documents, work product and materials as Consultant may have accumulated in performing this Agreement, together with all finished work and work in progress.

(d) Upon termination of this Agreement for events or reasons not the fault of Consultant, Consultant shall be paid the monthly rate on a pro-rated basis for all services rendered and reasonable costs incurred to date of termination, together with any reasonable costs incurred within ten (10) days of termination provided such latter costs could not be avoided or were incurred in mitigating loss or expenses to Consultant or Client. In no event shall payment to Consultant upon termination exceed the maximum compensation provided for complete performance in Section 3(a).

(e) In the event termination of this Agreement or Consultant's services is for breach of this Agreement by Consultant, or for other fault of Consultant including but not limited to any failure to timely proceed with work, or to pay its employees and consultants, or to perform work according to the highest professional standards, or to perform work in a manner deemed satisfactory by Client's Project Representative, then in that event, Consultant's entire right to compensation shall be limited to the lesser of: (a) the reasonable value of completed work to Client, or (b) payment at the monthly rate on a pro-rated basis for services satisfactorily performed and reimbursable expenses reasonably incurred, prior to date of termination.

(f) Consultant's professional responsibility for its completed work and services shall survive any termination.

SECTION 6. SITE ACCESS.

In the event the Project will require access to property not under the control of Client, Consultant and Consultant's employees and consultants shall obtain all additional necessary approval and clearances required for access to such property. Client shall assist Consultant in obtaining access to such property at reasonable times but makes no warranty or representation whatsoever regarding access to such property. Notwithstanding the foregoing, Consultant understands and agrees that entry to some property by Consultant may be subject to compliance by Consultant with the terms and conditions of an access agreement in accordance with section 1(d) of this Agreement.

SECTION 7. EQUIPMENT AND SOFTWARE.

Consultant will not be provided with Client owned equipment ("Equipment"), such as computers or software, for Consultant's work on the Project. All equipment must be provided by Consultant and Consultant shall make no claim to any Equipment or other Client property provided under this Agreement. Consultant shall cooperate in all instances with Client to ensure compliance with Client's policies, including its information technology policies, and the protection of Client's data and systems.

SECTION 8. USE OF DOCUMENTS.

Data, plans, reports, and all other documents prepared or provided by Consultant hereunder shall become the sole property of Client, and Client shall be vested with all rights therein of whatever kind or nature and however created, whether by common law, statute, or equity. Client shall have access at all reasonable times to inspect and make copies of all notes, plans, reports and all other data or other documents pertaining to the work to be performed under this Agreement. In no event shall Consultant publish work product developed pursuant to this Agreement except (i) with advance written consent of Client, which consent may be granted or withheld in Client's sole and absolute discretion, and (ii) in full compliance with the requirements of this Agreement and applicable regulations.

SECTION 9. INSURANCE AND INDEMNITY.

(a) Consultant agrees that it shall procure and will maintain during the term of this Agreement, such insurance as will protect it from claims under workers' compensation acts, claims for damages because of personal injury including bodily injury, sickness or disease or death of any of its employees or of any person other than its employees, claims or damages because of injury to or destruction of property including loss of use resulting therefrom, and from claims for damages for professional liability.

(b) Consultant agrees to hold harmless, defend, and indemnify Client from and against any liability to third parties, arising out of negligent acts or omissions of Consultant, its employees, subcontractors, and consultants.

SECTION 10. REQUIRED GRANT PROVISIONS

(a) Consultant understands that Client may be funding the Project in whole or part with funds provided through private, State, and Federal grants, including but not limited to the American Rescue Plan Act ("ARPA"). Consultant agrees it is subject to and shall comply with all applicable provisions of said grants, the Act under which the contract award has been made, and applicable regulations.

(b) Consultant shall comply with all applicable Federal, State, and local laws applicable to its activities.

(c) All records with respect to any matters covered by this Agreement shall be available for inspection by Client and the grant providers at any time during normal business hours and as often as Client and the grant providers deem necessary, to audit, examine, and make excerpts or transcripts of relevant information, and otherwise to perform official functions or duties.

SECTION 11. SUBCONTRACTS.

(a) Client acknowledges that Consultant is the prime contractor and the only party with whom Client 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 Client, and Client shall be a third-party beneficiary of those subcontract provisions.

(b) Consultant shall indemnify and defend Client from all claims and demands for payment for services provided by subcontractors of Consultant.

(c) Consultant acknowledges that, due to the nature of the services to be provided under this Agreement, the Client has a substantial interest in the personnel and consultants to whom Consultant assigns principal responsibility for services performed under this Agreement. Consequently, Consultant shall not assign or reassign Project work to any person to whom Client has reasonable objection.

SECTION 12. MISCELLANEOUS.

(a) 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 Consultant or Client 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 Client, Attention: Nicholas A. Gradisar, Mayor, 1 City Hall Place, Pueblo, Colorado 81003; or to Consultant, Attention: Shauna Boyd, Boyd's Bookkeeping and Administrative Services, LLC, 526 S. Cond Drive, Pueblo West, Colorado, 81007. Either party may change its 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.

(b) Entire Agreement. This instrument contains the entire agreement between Consultant and Client respecting the Project, and any other written or oral agreement or representation respecting the Project or the duties of either Client or Consultant in relation thereto not expressly set forth in this instrument and its attachments is null and void. In the case of any conflict between the terms of this Agreement for Professional Services and terms of *Schedule 1* or any other attachment hereto, the terms of this Agreement shall govern.

(c) Successors and Assigns. This Agreement shall be binding on the parties hereto and on their successors and assigns; provided, however, neither this Agreement, nor any part thereof, nor any moneys due or to become due hereunder to Consultant may be assigned by it without the written consent of Client, which consent may be withheld in Client's sole and absolute discretion. Any assignment or attempted assignment in violation of this subsection shall be void.

(d) Amendments. No amendment to this Agreement shall be made nor be enforceable unless made by written amendment signed by an authorized representative of Consultant and by Client in accordance with the requirements of Section 4(b) of this Agreement or upon authorization of Client's governing board.

(e) Choice of Law. This Agreement shall be governed and interpreted in accordance with the laws of the State of Colorado. Any unresolved dispute arising from or concerning any breach of this Agreement shall be decided in a state court of competent jurisdiction located in Pueblo, Colorado.

(f) Equal Employment Opportunity. In connection with the performance of this Agreement, neither Consultant nor its consultants shall discriminate against any employee or applicant for employment because of race, color, religion, sex, national

origin, disability, gender orientation or age. Consultant shall endeavor to ensure that its employees are treated during employment without regard to their race, color, religion, sex, national origin, disability, gender orientation or age.

(g) Severability. If any provision of this Agreement, except for Section 2, is determined to be directly contrary to and prohibited by law, then such provision shall be deemed void and the remainder of the Agreement enforced. However, it is the intent of the parties that Section 2 of this Agreement not be severable, and that if any provision of said section be determined to be contrary to law, then this entire Agreement shall be void.

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

SECTION 13. STATE-IMPOSED MANDATES PROHIBITING WORKERS WITHOUT AUTHORIZATION FROM PERFORMING WORK.

(a) At or prior to the time for execution of this Agreement, Consultant shall submit to the Purchasing Agent of the Client its certification that it does not knowingly employ or contract with a "worker without authorization", as that term is defined within §8-17.5-101 (9), C.R.S. (herein "Worker without Authorization"), who will perform work under this Agreement and that the Consultant will participate in either the "E-Verify Program" created in Public Law 208, 104th Congress, as amended and expanded in Public law 156, 108th Congress, as amended, that is administered by the United States Department of Homeland Security or the "Department Program" established pursuant to section 8-17.5-102(5)(c), C.R.S. that is administered by the Colorado Department of Labor and Employment in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.

(b) Consultant shall not:

(i) Knowingly employ or contract with a Worker without Authorization to perform work under this Contract;

(ii) Enter into a contract with a subcontractor that fails to certify to Consultant that the subcontractor shall not knowingly employ or contract with a Worker without Authorization to perform work under this Agreement.

(c) The following state-imposed requirements apply to this Agreement:

(i) The Consultant shall have confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement through participation in either the E-Verify Program or Department Program.

(ii) The Consultant is prohibited from using either the E-Verify Program or Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

(iii) If the Consultant obtains actual knowledge that a subcontractor performing work under this contract knowingly employs or contracts with a Worker without Authorization to perform work under this Agreement, the Consultant shall be required to:

A. Notify the subcontractor and the Purchasing Agent of the Client within three (3) days that the Consultant has actual knowledge that the subcontractor is employing or contracting with a Worker without Authorization; and

B. Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to subparagraph (c)(iii)A. above, the subcontractor does not stop employing or contracting with the Worker without Authorization; except that the Consultant shall not terminate the contract with the subcontractor if, during such three (3) days, the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with a Worker without Authorization.

(iv) The Consultant is required to comply with any reasonable request by the Colorado Department of

Labor and Employment (hereinafter referred to as "CDLE") made in the course of an investigation that CDLE is undertaking pursuant to its authority under §8-17.5-102(5), C.R.S.

(d) Violation of this Section by the Consultant shall constitute a breach of contract and grounds for termination. In the event of such termination, the Consultant shall be liable for Client's actual and consequential damages.

(e) Nothing in this Section shall be construed as requiring the Consultant to violate any terms of participation in the E-Verify Program.

SECTION 14. PERA LIABILITY.

Consultant shall reimburse the Client 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 Client under this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as the Effective Date.

CITY OF PUEBLO,
A MUNICIPAL CORPORATION

By: _____
Nicholas A. Gradisar, Mayor

Attest: _____
City Clerk

[S E A L]

PHILOSOPHY COMMUNICATIONS, INC.

By: Tera Keatts

Title: Partner

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

_____
Director of Finance

APPROVED AS TO FORM:

_____
City Attorney

SCHEDULE 1
STATEMENT OF WORK

Pueblo Food Project
Startup Entrepreneur Program Branding Consulting
Statement of Work
April 1, 2022

Philosophy Communication is pleased to provide the following scope of services to the Pueblo Food Project for branding consulting.

Scope

- Develop 2-hour branding 101 curriculum and present to Startup Semester course participants on April 19
- Develop branding overview and worksheet for course participants to complete
- Conduct 1-hour phone or Zoom consultation with each of the 12 course participants to evaluate and provide recommendations on:
    - Brand pyramid worksheet
    - Logo and packaging design
    - Marketing strategies

Timeline

- To be completed by May 31, 2022

Budget

- $3,000 ($250 per consultation)

# # #

BACKGROUND PAPER FOR PROPOSED ORDINANCE

COUNCIL MEETING DATE: May 23, 2022

TO: President Heather Graham and Members of City Council

CC: Nicholas A. Gradisar, Mayor

VIA: Marisa Stoller, City Clerk

FROM: Andrew E. Hayes, P.E., Director of Public Works

SUBJECT: AN ORDINANCE TRANSFERRING $609,245 FROM THE 2022 UNAPPROPRIATED FUND BALANCE OF THE GENERAL FUND TO PROJECT CI2205 FIRE STATIONS 6, 8, AND 11, AND BUDGETING AND APPROPRIATING $609,245 FOR SAID PROJECT

SUMMARY:

This Ordinance transfers $609,245 from the 2022 fund balance of the General Fund for professional services, and budgets and appropriates $609,245 to project CI2205 Fire Station 6, 8, and 11 Projects.

PREVIOUS COUNCIL ACTION:

Ordinance 10110, dated January 24, 2021, established the Fire Station 6, 8, and 11 Projects, Project No. CI2205 and budgeted and appropriated $600,000.00.

BACKGROUND:

The project is part of infrastructure and response improvements for the City of Pueblo and its Fire Departments. The project is specifically to develop a design that will work for the relocation of fire stations 6 and 8 and a new fire station for 11. These stations will be constructed according to modern fire service needs for a healthier/safer environment as well as provide better response service in needed areas. The location of the fire stations is as follows:

Fire Station 6 – 2600 Block of East 4th Street (East 4th and Victory Lane)
Fire Station 8 – Jerry Murphy and Candytuft Boulevard
Fire Station 11 – West 24th Street and Perry Avenue

This Ordinance transfers additional funds in the amount of $609,245 from the 2022 fund unappropriated balance of the General Fund to project CI2205. The funds are for the design and construction of three (3) new fire stations, 6, 8, and 11, and budgets and appropriates funds in the amount $609,245 to the said project.

FINANCIAL IMPLICATIONS:

Funds in the amount of $609,245 will be transferred from the 2022 unappropriated fund balance of the General Fund to Project CI2205.

BOARD/COMMISSION RECOMMENDATION:

Not Applicable.

STAKEHOLDER PROCESS:

None

ALTERNATIVES:

Denial of the Ordinance will cancel the Fire Stations 6, 8, and 11 Projects.

RECOMMENDATION:

Approve the Ordinance.

Attachments:
Proposed Ordinance

ORDINANCE NO. _____

AN ORDINANCE TRANSFERRING $609,245 FROM THE 2022 UNAPPROPRIATED FUND BALANCE OF THE GENERAL FUND TO PROJECT CI2205 FIRE STATIONS 6, 8, AND 11, AND BUDGETING AND APPROPRIATING $609,245 FOR SAID PROJECT

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

SECTION 1.

Funds in the amount of $609,245.00 are hereby transferred from the 2022 unappropriated fund balance of the General Fund into Project No. CI2205, and budgeted and appropriated for said Project.

SECTION 2.

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

SECTION 3.

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

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on _____.

Final adoption of Ordinance by City Council on _____.

_____
President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____based on the following objections:

_____

_____

_____

_____

_____
Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

_____
President of City Council

ATTEST

_____
City Clerk

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: May 23, 2022

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Greg Pedroza, Director of Aviation

SUBJECT: AN ORDINANCE ACCEPTING AN AMENDMENT TO THE AIRPORT CORONAVIRUS RELIEF GRANT PROGRAM (ACRGP) GRANT AGREEMENT NO. 3-08-0046-042-2021 AND BUDGETING AND APPROPRIATING EIGHTEEN DOLLARS TO PROJECT NO. AP2102

SUMMARY:

This Ordinance accepts an amendment to the ACRGP Grant Agreement for the Coronavirus Response and Relief Supplemental Appropriation (CRRSA) Act Grant No. 3-08-0046-042-2021 increasing the maximum obligation of the United States by $18.00 (from $1,004,155.00 to $1,004,173.00).

PREVIOUS COUNCIL ACTION:

Ordinance No. 9904 approved in March 2021, accepted a grant agreement between the City of Pueblo and the FAA and awarded $1,004,155.00 to the Pueblo Memorial Airport.

BACKGROUND:

In 2021, the Federal Aviation Administration (FAA) acting on behalf of the United States of America awarded grant funds to primary airports from under the Airport Coronavirus Relief Grant Program (ACRGP). Per the provisions of the (CRRSA) Act, the FAA has calculated a reallocation of CRRSA Act funds to primary airports based on the amount of funds remaining after eligible U.S. airports declined or failed to claim their funds.

FINANCIAL IMPLICATIONS:

Funds in the amount of $18.00 will be budgeted and appropriated to Project AP2102.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

Not applicable to this Ordinance.

RECOMMENDATION:

Approve the Ordinance.

Attachments:
FAA Memorandum

ORDINANCE NO. _____

AN ORDINANCE ACCEPTING AN AMENDMENT TO THE AIRPORT CORONAVIRUS RELIEF GRANT PROGRAM (ACRGP) GRANT AGREEMENT NO. 3-08-0046-042-2021 AND BUDGETING AND APPROPRIATING EIGHTEEN DOLLARS TO PROJECT NO. AP2102

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

SECTION 1.

The Letter Amendment No. 1 (the "Amendment") to the Airport Coronavirus Relief Grant Program (ACRGP) Grant Agreement No. 3-08-0046-042-2021 (the "Agreement"), received from the United States of America acting through the Federal Aviation Administration ("FAA"), making available an additional eighteen dollars ($18.00) in federal funds for costs related to operations and maintenance expenses at the Pueblo Memorial Airport, a copy of which is attached hereto and made a part hereof by reference, after having been approved as to form by the City Attorney, is hereby approved.

SECTION 2.

Funds in the amount of $18.00 received per the Amendment are hereby budgeted and appropriated to Project No. AP2102.

SECTION 3.

Should additional funds be received pursuant to the Agreement or the Amendment, as each may be further amended by the FAA, said funds shall be budgeted and appropriated to Project No. AP2102 without the need for an additional ordinance.

SECTION 4.

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

SECTION 5.

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

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on _____.

Final adoption of Ordinance by City Council on _____.

_____
President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____based on the following objections:

_____

_____

_____

_____

_____
Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

_____
President of City Council

ATTEST

_____
City Clerk

Federal Aviation Administration

Memorandum

Date: August 16, 2021

To: Robin Nowakowski, Financial Services, AMK-311

From: David F. Cushing, Manager DAVID F CUSHING Digitally signed by DAVID F CUSHING Date: 2021.08.19 08:47:18 -04'00'
Airports Financial Assistance Division, APP-500

Subject: Execution Dates for Coronavirus Response and Relief Supplemental Appropriation Amendments

The purpose this memorandum is to serve as the execution dates, September 14, 2021 through September 17, 2021, for the amended Coronavirus Response and Relief Supplemental Appropriation (CRRSA) grant amendments.

Per the provisions of the CRRSA Act, the Federal Aviation Administration (FAA) has calculated a reallocation of CRRSA Act funds to primary U.S. airports based on the amount of funds remaining after eligible U.S. airports declined or failed to claim their funds. As a result, the FAA amended the grantee's Airport Coronavirus Relief Grant Program (ACRGP) Grant Agreement, referenced in the Amendment Letter, to increase the maximum obligation of the grantee's ACRGP grant.

U.S. Department
of Transportation

Federal Aviation Administration

08/17/2021

Pueblo Memorial Airport
Pueblo, CO

Dear Airport Sponsor:

Pueblo Memorial Airport
CRRSA Grant No 3-08-0046-042-2021
DUNS No 01-062-0284
Letter Amendment (Amendment No. 1)

Per the provisions of the Coronavirus Response and Relief Supplemental Appropriation (CRRSA) Act, the Federal Aviation Administration (FAA) has calculated a reallocation of CRRSA Act funds to primary U.S. airports based on the amount of funds remaining after eligible U.S. airports declined or failed to claim their funds. As a result, the FAA intends to amend your Airport Coronavirus Relief Grant Program (ACRGP) Grant Agreement, referenced above, to increase the maximum obligation of your ACRGP grant.

This amendment letter effects the ACRGP Grant Amendment and commits the FAA, acting for and on behalf of the United States of America, to increase the maximum obligation of the United States by $18.00 (from $1,004,155.00 to $1,004,173.00). This document is incorporated into and constitutes Amendment No. 1 to the above-referenced ACRGP Grant Agreement. All other terms and conditions of the CRRSA Grant Agreement remain in full force and effect.

As stated, this Amendment, increasing the maximum obligation of this grant, will go into effect unless you **expressly decline** to accept this amendment by **September 3, 2021**. If you wish to decline these additional funds, please sign the statement below and return an electronic copy to CARESAirports@faa.gov by September 3, 2021. If your response is not provided to the FAA by this date, additional funds will be obligated on your grant. If you have already drawn down all the funds on your ACRGP grant, you must provide a signed Federal Financial Report (SF-425) and a closeout report when you submit a payment request for these additional funds. A sample of the closeout report can be found at https://www.faa.gov/airports/crrsaa/.

Sincerely,

David F. Cushing
Manager,
Airports Financial Assistance Division

City Clerk's Office Item # N-5

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: May 23, 2022

TO: President Heather Graham and Members of City Council

CC: Nicholas A. Gradisar, Mayor

VIA: Marisa Stoller, City Clerk

FROM: Greg Pedroza, Director of Aviation

SUBJECT: AN ORDINANCE APPROVING A HANGAR LEASE AGREEMENT FOR 530 SKYWAY STREET AT PUEBLO MEMORIAL AIRPORT BETWEEN THE CITY OF PUEBLO, A MUNICIPAL CORPORATION, AND ST. CHRISTOPHER AVIATION, LLC, A COLORADO LIMITED LIABILITY COMPANY, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

SUMMARY:

Attached is an Ordinance approving and authorizing the Mayor to sign a Hangar Lease Agreement with St. Christopher Aviation, LLC, a Colorado limited liability corporation.

PREVIOUS COUNCIL ACTION:

Not applicable to this Ordinance.

BACKGROUND

The City owns 530 Skyway Street at the Pueblo Memorial Airport, which can be leased out on a month-to-month basis for the storage of aircraft and commercial services. The building was vacant effective May 31, 2020, and can be leased to St. Christopher Aviation, LLC, starting May 12, 2022.

FINANCIAL IMPLICATIONS:

The hangar, office space, landside parking lot, and ramp will be leased for $1,500.00 per month.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

If this Ordinance is not approved, the hangar space will remain vacant.

RECOMMENDATION

It is the recommendation of the Department of Aviation that this Ordinance be approved.

Attachments:
Hangar Lease - 530 Skyway Street

ORDINANCE NO. _____

AN ORDINANCE APPROVING A HANGAR LEASE AGREEMENT FOR 530 SKYWAY STREET AT PUEBLO MEMORIAL AIRPORT BETWEEN THE CITY OF PUEBLO, A MUNICIPAL CORPORATION, AND ST. CHRISTOPHER AVIATION, LLC, A COLORADO LIMITED LIABILITY COMPANY, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

WHEREAS, the City of Pueblo is the owner and operator of the Pueblo Memorial Airport together with the land on which said Airport is situated; and

WHEREAS, St. Christopher Aviation, LLC, is desirous of leasing 530 Skyway Street, which is owned by the City of Pueblo; NOW, THEREFORE,

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

SECTION 1.

A certain Hangar Lease – 530 Skyway Street ("Lease"), by and between the City of Pueblo, a Municipal Corporation, and St. Christopher Aviation, LLC, a Colorado Limited Liability Company, to lease hangar space, office space, and a portion of the landside parking lot at 530 Skyway Street at Pueblo Memorial Airport, a copy of which is attached hereto and made a part hereof by reference, after having been approved as to form by the City Attorney, is hereby approved subject to the conditions as set forth in said Lease.

SECTION 2.

The Mayor is hereby authorized to execute the Lease on behalf of the City of Pueblo, and the City Clerk shall affix the Seal of the City thereto and attest same.

SECTION 3.

The officers and staff of the City are authorized to perform any and all acts consistent with the intent of this Ordinance and the attached Lease to implement the terms and conditions described therein.

SECTION 4.

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

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on _____.

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

HANGAR LEASE
530 Skyway Street

THIS LEASE AGREEMENT ("Lease") is made and entered into as of **May 12, 2022** ("Effective Date"), between the City of Pueblo, a Municipal Corporation, "Lessor," and St. Christopher Aviation, LLC, a Colorado limited liability company, with Christopher Taravella as the named manager, "Lessee."

WHEREAS, the Lessor is the owner and operator of the Pueblo Memorial Airport ("Airport"), together with the land on which said Airport is situated; and

WHEREAS, Lessee is desirous of utilizing hangar space of the Lessor on a short-term basis, the property generally known as **530 Skyway Street, Pueblo, Colorado 81001**;

NOW THEREFORE, in consideration of the mutual covenants set forth herein, the parties agree as follows:

1. **Leased Premises:**

   A. The Lessor hereby leases unto the Lessee and Lessee hereby leases from Lessor for the term and upon the requirements and conditions hereinafter stated, approximately 2000 sq. ft. of hangar space ("Hangar"), and certain parking spaces with landside access ("Parking") (both together the "Leased Premises"), all with the street address of 530 Skyway Street, depicted in Exhibit "A" attached hereto and incorporated herein, situated in the County of Pueblo, State of Colorado, subject to existing easements.

   B. The Hangar will be used solely for the storage and repair of an aircraft, tail number N72WY, which shall be continually registered with the Federal Aviation Administration ("FAA") throughout the life of this Lease. Lessee agrees to report any changes in this aircraft tail number within fourteen (14) days in order for Lessor to comply with FAA reporting requirements.

   C. Lessee shall have exclusive use of the Leased Premises subject to the terms of this Lease.

   D. This Lease and Lessee's use of the Leased Premises are subject to the easements, rights of way, covenants, conditions, restrictions, reservations, and limitations appearing of record, and all applicable zoning and land use laws, ordinances, codes and regulations, including but not limited to all conditions, regulations, restrictions, and requirements imposed by the FAA, governing and regulating the Leased Premises and its use.

2. Term:

A. This Lease is made on a month-to-month basis and commences on May 12, 2022 ("Commencement Date") and shall automatically renew for successive one-month terms unless earlier terminated by a party as provided herein.

B. All conditions and covenants contained herein shall remain in full force and effect during any and all extension periods.

C. Either party may terminate this Lease at any time and for any reason upon fourteen (14) days prior written notice to the other party.

3. Rental Rate and Other Fees:

A. In consideration of the rights and privileges contained herein, Lessee agrees to pay a monthly fee, payable in advance without notice or offset by the first day of each month, of **$1,500.00** for use of the Leased Premises. Water and electricity will be provided by Lessor, but no other utilities shall be provided or allowed at the Leased Premises. Rent not paid by the tenth (10th) of the month shall accrue a late fee of eight percent (8%) per month.

B. Rent shall increase annually on the anniversary of the Effective Date by three and one-half percent (3.5%) over the previous monthly rent beginning with the first anniversary of the Effective Date and continuing every year thereafter.

C. The Lessee hereby agrees to pay when due all rent, fees and charges imposed by the Lessor for the use and operation of the Airport. The fees and charges include, but are not limited to, fuel flowage fees, landing fees, permit fees, self-fueling fees, security charges, and administrative or service fees.

4. Deposit:

A. Lessee agrees to pay a security deposit to the airport equal to one month's rent of **$1,500.00**. The security deposit and first month's rent shall be paid immediately upon execution of this agreement. Deposit shall be refunded following termination of this agreement, less any rent due or damages to the Leased Premises.

B. In the event that Lessee fails, neglects or refuses to pay any rent, fee, or other sum due, or fails to perform any obligation under this Lease, then Lessor may, in its sole and absolute discretion, draw from the security deposit to remedy Lessee's default. Nothing contained in this Lease shall require Lessor to remedy Lessee's default in this manner, and Lessor may instead, in its sole and absolute discretion, refuse to remedy Lessee's default by drawing on the security deposit, and instead pursue the remedies for default provided in this Lease or by law.

C. In the event that Lessor draws from this security deposit to remedy Lessee's default, Lessor shall notify Lessee in writing and require Lessee to replenish the deposit to

its original level. Failure of Lessee to comply with this section shall constitute a material breach of this Lease.

5. <u>Use of Leased Premises</u>:

A. Lessee shall make no alterations or adjustments to the Leased Premises, without the prior written approval of the Director of Aviation.

B. Lessee shall not sublease or assign any portion of the Leased Premises.

C. The Hangar shall be utilized for the storage and repair of the aircraft named in Section 1.B. above, and minor incidental materials and aeronautical purposes only. All aircraft stored in City owned buildings must be reported to Airport administration. Lessee may perform maintenance and repairs in the Hangar but only on Lessee's aircraft, including routine maintenance, preventative maintenance, and regular maintenance required prior to flight. The Leased Premises shall not be used for the storage of non-aeronautical personal property, living accommodations, or in any other way inconsistent with this Lease. Failure to abide by this provision shall constitute a material breach of this Lease.

D. Lessee may wash its aircraft within the Leased Premises but shall at all times protect the Lessor's stormwater system and abide by any requirements Lessor places on Lessee with regards to the cleaning of aircraft, including for the disposal of used water and other products.

E. Lessee shall have no right to utilize the Leased Premises, or any improvement thereon, other than as specifically allowed under this Lease, and it is specifically understood that the Leased Premises shall not be used for an aviation fixed base operation or for the sale of aviation fuel.

F. Lessor retains and Lessee grants to the Lessor the right to enter the Leased Premises to do what is necessary for the purposes of repairing, replacing, and/or maintaining any and all utility lines under the Leased Premises which serve other uses at the Pueblo Memorial Airport, it being understood that the Lessor will repair, in a good and workmanlike fashion, any and all damage done to the Leased Premises as the result of work done hereunder.

G. Lessee shall maintain the Leased Premises in accordance with the requirements and regulations of the Lessor and Lessor's fire code. The Lessee shall be responsible for all costs, fees, charges, and penalties associated with the discharge or release of any hazardous material (including petroleum products) or mitigating the containment or removal of any contamination or hazardous material (including petroleum products) on, over or under the leased premises which is caused by the Lessee, its officers, agents, or employees. The storage and accumulation of aviation fuel, flammables, explosive liquids, or solids, waste, debris, or other hazardous materials within or on the Leased Premises shall be in an environmentally sound manner and comply with all federal, state, and local laws and regulations. Lessee agrees that no flammable liquids or hazardous materials shall be used or stored on

the premises, excepting the fuel in the aircraft fuel tanks or in the tank of a stored automobile, properly parked. Lessee agrees to provide drip pans of a non-flammable material under the aircraft to prevent damage to the floor, should said aircraft leak any fluids.

H. Lessee will not modify, alter, paint, or improve the Leased Premises except to the extent required to maintain its original state. Any additional modification, painting, or improvements to the Leased Premises must receive prior written approval from the Director of Aviation and will be at Lessee's sole cost and expense.

I. Lessee shall not park or leave or allow to be parked or left aircraft on the taxiways or on pavement adjacent to the Leased Premises in a manner which interferes with or obstructs access to adjacent hangars or public ramp area. Parking of automobiles will be permitted only designated spaces outside of the airport fence. No person or automobile shall go beyond the immediate vicinity of the Leased Premises without the express written consent of the Director of Aviation. Automobiles must be parked in designated parking spaces or within the Hangar, except that the Hangar cannot be used solely for storage of automobiles.

J. Lessee, its employees, and invitees shall have the right of ingress and egress between designated Airport access points and the Leased Premises over, upon, and through such streets and not others as from time to time shall be designated by the Director of Aviation. Driveways from existing streets into the Leased Premises shall be located as designated by the Lessor through the Director of Aviation.

K. Lessee shall, at its own expense, keep the premises neat, clean, safe, and orderly at all times, free of waste, rubbish and debris, and shall provide a complete and proper arrangement for the sanitary handling and disposal of all trash, garbage and other refuse resulting from Lessee's activities at the Airport. No outside storage of parts, materials, equipment, inventory, or other material shall be permitted.

L. Locks shall be provided by the Lessor and shall be the only locks placed on the hangar. Locks shall be removed and replaced solely by the Lessor. Lessee shall have no right to alter, change, or replace the Lessor's locks.

M. Hangar doors shall remain closed and locked except during periods when the Hangar is attended by Lessee. This is to prevent damage from sudden storms and the creation of foreign object debris.

6. <u>Ramp Use</u>:

A. Lessee's use of the ramp, taxiways, and runways is non-exclusive and same may be used by the Airport, other tenants, users, and occupants of the Airport ("Airport Users"). Use of the ramp shall be limited to the movement of aircraft, fueling of aircraft, movement and parking of aircraft service vehicles, temporary parking of aircraft, servicing and tie-down of aircraft.

B. Lessee and Airport users shall use the ramp in compliance with Lessor's ground traffic and aircraft parking plans and regulations, which will reasonably accommodate Lessee's current and future use for the purposes set forth in Subsection A above.

C. Lessee acknowledges that portions of the ramp, taxiways, and runways are currently in need of repairs and resurfacing and accepts in whole the ramp, taxiways, and runways in their present condition "AS IS" and "WITH ALL ITS FAULTS," without warranty or representation, express or implied, including, without limitation, any warranties of merchantability or fitness for a particular purpose or condition or usability in their present condition. Lessee agrees that Lessor shall have no obligation to upgrade, repair, resurface, or maintain the taxiways, runways, and ramp. Lessor maintains the right to close any portion of the Airport not limiting Lessee's access to airport runways.

7. <u>Maintenance Obligations</u>:

A. Lessee shall, at its own expense, keep the premises neat, clean, safe and orderly at all times, free of waste, rubbish, and debris, and shall provide a complete and proper arrangement for the sanitary handling and disposal of all trash, garbage and other refuse resulting from Lessee's activities at the Airport. No outside storage of parts, materials, equipment, inventory, or other material shall be permitted.

B. Lessee, at its sole cost and discretion, shall maintain all walkways, sidewalks, and apron access on the Leased Premises, including to the public taxiway or ramp area. This includes pavement maintenance, pest control, and other such activities necessary to access said areas. At no time shall snow, dirt, or other debris be piled or stored on these areas. It is the Lessee's responsibility to keep these areas free and clear of all snow, dirt, and other debris. Should Lessee request and rely upon snow removal services provided by the Lessor at an agreed upon rate, Lessor will ensure no snow is stored in these areas and such areas are kept free and clear of snow each time snow removal services are purchased. Otherwise, Lessee shall be responsible for all snow removal within six (6) feet of the Leased Premises. Lessee understands that snow removal within two (2) feet of the hangar door is always the responsibility of Lessee.

8. <u>Utility Costs</u>:

A. Lessor shall be responsible for electricity and water supplied to the Leased Premises, but all other utilities shall be the responsibility of Lessee. Agreements for service with utility providers are the responsibility of Lessor or Lessee, as applicable.

B. Additions, deletions, or adjustments to utilities extended to the Leased Premises shall not be made without prior written approval from the Director of Aviation.

9. Signs:

Lessee shall not erect, paint, or maintain any signs whatsoever upon the Leased Premises without first securing the written consent of the Lessor. Any such signs shall comply with all ordinances and regulations of the Lessor and standards which might be developed by the Department of Aviation.

10. Right of Inspection:

The Lessor reserves and retains for its officers, employees, and authorized representatives the right to enter the Leased Premises during reasonable business hours, and after prior notice, for the purpose of inspecting and protecting the Leased Premises and for doing any and all things which the Lessor may deem necessary for the proper general conduct and operation of the Pueblo Memorial Airport and in the exercise of the Lessor's police power.

11. Taxes, Licenses, and Liens:

A. Lessee covenants and agrees to pay promptly when due all taxes, fees, licenses, and other governmental charges of whatever nature assessed against or applicable to the Leased Premises. Possessory interest tax is assessed by the County of Pueblo and is the responsibility of the Lessee. The Lessor is a tax-exempt entity and shall not be liable for any tax of the Lessee. Lessee should be aware that there are multiple taxes and costs associated with owning and operating an aircraft, including the leasing of hangar space. All applicable taxes and costs shall be paid by Lessee, even if Lessee was unaware of such taxes and costs.

B. Lessee also covenants and agrees not to permit any mechanic's or material man's lien to be filed against the Leased Premises or any part or parcel thereof by reason of any work or labor performed or materials furnished by any contractor, subcontractor, mechanic, or material man. Lessee further covenants and agrees to pay promptly when due all bills, debts and obligations incurred by it in connection with its operations on the Leased Premises, and not to permit the same to become delinquent and to suffer no lien, mortgage, judgment, or execution to be filed against the Leased Premises.

12. Indemnification:

Lessee assumes the risk of loss or damage to the Leased Premises and property thereon and therein, including but not limited to aircraft and personal property, whether from windstorm, fire, earthquake, snow, water run-off, or any other causes whatsoever. Lessee covenants and agrees to indemnify, defend, and save the Lessor, its agents, officer, representatives, and employees, harmless from and against any and all penalties, liability, or loss, including costs and attorney fees and all expenses incurred by Lessor in investigating or resisting the same, resulting from claims or court action, whether civil, criminal, or in equity, and arising directly or indirectly out of: (i) acts of the Lessee, its agents, employees, or representatives; (ii) occurring in on or about the Leased Premises; (iii) arising out of or resulting from the Leased Premises, or any condition thereon, or from Lessee's use and occupancy of the Leased Premises, or any equipment thereon or

appurtenances thereto, or any activity conducted therein; or (iv) through any injury or damage that may be caused or occasioned. Lessee shall not hold or attempt to hold Lessor liable for any injury, including loss of life, to any person, or for damage to any property while on the Leased Premises or the Airport, irrespective of how such injury or damage may be caused or occasioned. The provisions of this Paragraph 11 shall survive the termination of this Lease Agreement.

13. <u>Insurance and Damage</u>:

A. Lessee assumes all risk of loss, damage, injury and liability for the same that may occur to Lessee, Lessee's guests, Lessee's aircraft and Lessee's improvements and property in or upon the Leased Premises and Lessor shall not be liable or responsible for any such loss, damage or injury, regardless of the cause thereof, including, without limitation, the negligence of Lessor, its officers, agents or employees.

B. Lessee, at its sole cost and expense, shall, during the life of this agreement, procure, pay for and keep in full force and affect a comprehensive policy of commercial general liability insurance. The policy shall have limits in an amount of not less than One Million Dollars ($1,000,000.00) per occurrence and Three Million Dollars ($3,000,000.00) in the aggregate. Such coverage shall include, without limitation, legal liability of the insured for property damage, bodily injuries and deaths of persons in connection with the operation, maintenance or use of the Leased Premises (including acts or omissions of the Lessee). This policy shall name the City of Pueblo as additional insured and loss payee for the policy. The policy shall contain a provision that the policy cannot be canceled or materially altered either by the insured or the insurance company unless thirty (30) days prior written notice thereof is given to the Lessee and City. Upon issuance or renewal of any such insurance policy, the Lessee shall furnish to the City a certificate of insurance evidencing coverage required under this contract.

C. If the Hangar or other improvements (the "Improvements") are damaged or destroyed by fire or other casualty, Lessee shall within one hundred twenty (120) days from the occurrence of such casualty either (1) repair and restore the damaged or destroyed Improvements, (2) demolish the damaged or destroyed Improvements, restore the Leased Premises to their original condition, and terminate this Lease, in which event the net proceeds of the property damage insurance required to be provided by Lessee pursuant to Section 13.A. shall be retained by Lessee, or (3) demolish the damaged or destroyed Improvements and commence construction of replacement Improvements, and thereafter complete such construction within nine (9) months from the occurrence of such casualty. All repairs to or restoration of Improvements and/or construction of replacement Improvements shall be in compliance with applicable laws and codes, and in accordance with plans and specifications therefor approved by Lessor, which approval will not be unreasonably withheld. Except in the event of (2) above, the net proceeds of property damage insurance provided by Lessee pursuant to Section 13.A. shall be released by City and paid to Lessee for the purpose of Lessee repairing, restoring,

or replacing improvements damaged or destroyed by such insured fire or other casualty.

D. Lessee shall obtain statutory workers' compensation insurance which shall contain an endorsement waiving subrogation against the City of Pueblo. Such insurance shall cover all employees and agents of Lessee performing work at the Leased Premises or Airport irrespective of whether such employees may be shareholders, managers, partners, or owners of Lessee or exempt employees under the Act. Any independent contractors of Lessee shall be covered under Lessee's workers' compensation insurance and/or participant accident insurance policy, or show evidence that said independent contractor is covered under its own workers' compensation insurance policy. Lessee shall have full and sole responsibility for ensuring compliance with this Section, including without limitation indemnification required under this Lease. All insurance policies required hereunder shall provide that such policies not be cancelled or reduced without thirty (30) days' advance written notice to the Lessor.

E. Lessee shall not violate the terms or prohibitions of any insurance policy herein required to be furnished by Lessee. Coverage and limits enumerated in this insurance section represent only the minimum insurance required by the Lessor, and Lessee should rely on its expertise to obtain any additional insurance coverage needed for the Lessor and Lessee in its performance under this Lease. Failure of Lessee to comply with the provisions of this section shall constitute a material breach of this Lease by Lessee.

14. <u>Waivers</u>:

No provision of this Lease may be waived except by an agreement signed by the waiving party. A waiver of any term or provision shall not be construed as a waiver of any other term or provision. Should Lessee holdover the use of or continue to occupy the Leased Premises after the termination or cancellation of this Lease, such holding over shall be deemed merely a tenancy for successive monthly terms upon the same conditions as provided in this Lease subject to termination upon fourteen (14) days prior written notice.

15. <u>Inconvenience During Construction</u>:

Lessee recognizes that from time to time it will be necessary for the Lessor to initiate and carry forward programs of construction, reconstruction, expansion, relocation, maintenance, and repair at and to the Pueblo Memorial Airport in order that the Pueblo Memorial Airport and its facilities may be suitable for the volume and character of air traffic and flight activity which will require accommodation, and that such construction, reconstruction, expansion, relocation, maintenance, and repair may inconvenience or interrupt Lessee's operations at the Pueblo Memorial Airport. Lessee agrees that no liability shall attach to Lessor, its officers, agents, employees, contractors, subcontractors and representatives by reason of such inconvenience or interruption, and for and in further consideration of the premises, Lessee waives any right to claim damages or other consideration therefore, provided, however, that this waiver shall not extend to, or be construed to be a waiver of, any claim for physical damage to property resulting from

negligence or willful misconduct of the Lessor, its officers, agents, employees, contractors, subcontractors, and representatives. The Lessee shall be obligated to be pay all rent and fulfill all obligations of this Lease at all times, including, but not limited to, when access to the Airport is temporarily restricted due to routine construction, reconstruction, expansion, or other potential alteration of the airfield.

16. Place and Manner of Payments:

In all cases where Lessee is required by this Lease to pay any rentals, rates, fees or other charges or to make other payments to Lessor, such payments shall be made at the office of the Director of Aviation at the Pueblo Memorial Airport, or at such other place as Lessor may hereafter designate by notice in writing to Lessee and shall be made in legal tender of the United States and any check shall be received by Lessor subject to collection. Lessee agrees to pay any bank charges made for the collection of any such checks. All payments of rent shall be made on the first of each month.

17. Assignments and Subletting:

Lessee shall not assign this Lease or any interest therein nor sublet the Leased Premises or any portion thereof. Any assignment may be conditioned upon the payment of an assignment fee and/or an increase in rent to be determined by the Lessor in its sole and absolute discretion. Any assignment or subletting without the prior written consent of Lessor shall be void. No subletting of this Lease or the Leased Premises shall release or discharge Lessee from its obligations under this Lease.

18. Agreements with United States:

This Lease is subject and subordinate to the terms, reservations, restrictions, provisions, and conditions of the deed of conveyance from the United States Government to the Lessor and of any other existing or future agreement between the Lessor and the United States, relative to the use, operation, or maintenance of the Pueblo Memorial Airport and its appurtenant facilities, the execution of which has been or may be required as a condition precedent to the participation by any Federal Agency in the extension, expansions, or development of said Airport and its facilities.

19. Lessee's Default:

A. Any one of the following shall constitute an event of default by Lessee hereunder:

(1) Failure of Lessee to pay in full all installments of rent due by the first day of each month or immediately after written notice and demand therefor are given by Lessor to Lessee.

(2) Failure of Lessee to perform or comply with any obligation, covenant, or agreement of Lessee hereunder other than payment of money for a period of fourteen (14) days after written notice specifying such failure is given by Lessor to Lessee, except that if such obligation, covenant, or agreement is not capable of being performed within said fourteen (14) day period, Lessee

shall not be in default if Lessee shall commence such performance within said fourteen (14) day period and thereafter prosecute the same with diligence and continuity to completion.

B. In the case of a continuing event of default by Lessee, Lessor shall have the following remedy in addition to all other rights and remedies provided by law or in equity, including without limitation, damages and specific performance:

(1) Terminate this Lease by fourteen (14) days prior written notice given to Lessee specifying the date of termination, and Lessee shall within said fourteen (14) day period vacate the Leased Premises and surrender possession thereof to Lessor.

C. If the Lessee shall be declared insolvent or bankrupt, or if any assignment of the Lessee's property shall be made for the benefit of creditors or otherwise, or if Lessee's leasehold interest herein shall be levied upon under execution, or seized by virtue of any writ of any Court of Law, or a Trustee in Bankruptcy or a Receiver appointed for the property of the Lessee, whether under the operation of the State or the Federal statutes, then and in any such case, the Lessor may, at his option, immediately with or without notice, notice being expressly waived, terminate this Lease and immediately retake possession of the Leased Premises without the same working any forfeiture of any accrued obligations of the Lessee hereunder.

D. After the expiration of this Lease or any violation of any term or provision as herein provided for, if Lessee shall refuse to surrender and deliver possession of the Leased Premises after notice of termination, then in that event Lessor may, without further notice or demand, enter into and upon said premises, or any part thereof, and take possession thereof and repossess them, and expel, remove and put out of possession the Lessee, using such help, assistance and force in so doing as may be needful and proper, without prejudice to any remedy allowed by law, available in such cases.

E. That in case the Leased Premises are left vacant and any part of the rent herein reserved be due and unpaid, then the Lessor may, without in anyway being obligated to do so, and without terminating this Lease, retake possession of said premises and rent the same for such rent, and upon such conditions as the Lessor may think best, making such changes and repairs as may be required, giving credit for the amount of rent so received less all expenses of such changes and repairs, and said Lessee shall be liable for the balance of the rent herein reserved until the expiration of this Lease.

F. Lessee agrees to pay the Lessor all costs, including reasonable attorney fees, incurred by Lessor in recovering any rent or other money due and unpaid under the terms of this Lease or to recover possession of the Leased Premises after termination of this Lease.

20. Notices:

All notices, required to be given to Lessor hereunder, shall be in writing and be sent by certified mail to Pueblo Memorial Airport, Administration Office, 31201 Bryan Circle, Pueblo, Colorado 81001. All notices required to be given to Lessee hereunder shall be in writing and sent by certified mail, addressed to St. Christopher Aviation, LLC, Attn: Christopher Taravella, Manager, 1635 S St. Paul Street Denver, Colorado 80210, provided that the parties, or either of them, may designate in writing from time to time subsequent or supplementary persons or address in connection with said notices. The effective date or service of any such notice shall be the date such notice is mailed by Lessee or Lessor.

21. Environmental Provisions:

A. For the purpose of this Lease, "Hazardous Materials" means any hazardous or toxic substance, material or waste which is or becomes regulated by any local government authority, the State of Colorado, or the United States government and shall include, but not be limited to: (i) substances defined as "hazardous waste," "restricted hazardous waste," "hazardous substance" or "hazardous material" under any applicable federal, state, or local law or regulation (Environmental Regulations); (ii) asbestos-containing materials; (iii) PCBs; (iv) petroleum or petroleum based products; and (v) lead.

B. Lessee will comply with Environmental Regulations that are applicable to Lessee and its use of the Leased Premises. No activity shall be undertaken by Lessee, its guests, employees, agents, contractors, or subcontractors, on all or any portion of the Leased Premises which would cause or permit: (i) the presence, use, generation, release, discharge, storage or disposal of any Hazardous Material in, on, under, about, or from the Leased Premises or any part thereof in violation of any Environmental Regulations; (ii) any portion of the Leased Premises to become a hazardous waste treatment, storage or disposal facility without receiving proper governmental authorization, and in compliance with all Environmental Regulations; or (iii) the discharge of pollutants or effluents into any water source or system, or the discharge into the air of any emissions without receiving proper governmental authorization, and in compliance with all Environmental Regulations, including, without limitation, the Federal Water Pollution Control Act, U.S.C. Section 1251 et seq. and the Clean Air Act, 42 U.S.C. Section 7401 et seq.

C. Lessee agrees to defend, indemnify, and forever hold harmless Lessor, and its officers, employees, agents, successors, and assigns, from all claims, losses, damages, penalties, expenses and costs, including, but not limited to, attorneys' fees, characterization, remediation and cleanup costs, incurred by reason of the use, storage, generation, release, discharge, maintenance, disposal, or removal of Hazardous Materials in, on, under, about, or from the Leased Premises, or any part thereof, by Lessee, its employees, agents, guests, contractors and subcontractors.

22. Law, Rules and Regulations:

A. Lessee, its officers, agents, and employees shall faithfully observe and comply with all applicable federal, state, and local laws, regulations, and ordinances now existing or hereafter adopted relating to the use and occupancy of the Airport or Leased Premises including without limitation Chapter 1 of Title III of the Pueblo Municipal Code and rules affecting the operation of motor vehicles upon, to, and from the Airport. The Lessee, and all officers, agents, and employees of Lessee, hereby agree to be bound by and subject to all police ordinances of the City of Pueblo at all times while on the Airport, whether acting in the course of Lessee's business or otherwise.

B. Lessee, its officers, agents, and employees shall faithfully observe and comply with all minimum standards and rules regulating operations and activities from and upon the Airport adopted from time to time by Lessor. Such minimum standards and rules shall not be applied arbitrarily, discriminatorily, or unreasonably. Except with respect to matters of public health and safety, if any provision of this Lease shall conflict with any provision of the minimum standards and rules adopted or amended by Lessor after commencement date, the conflicting provision of this Lease shall control.

C. It is expressly understood by Lessee that security within the air operations area of the Airport is vital. The drive through gate entering the air operations area shall be kept closed and locked at all times except for ingress and egress. Only automobiles belonging to owners of aircraft hangered therein will be permitted on the air operations area. Any automobile brought by Lessee shall be the sole responsibility of the Lessee. Violation of airport security rules as now, or in the future may, exist shall be grounds for immediate termination of this Lease.

23. F.A.A. Lease Requirements:

A. The Lessor reserves the right, without any obligation on its part to do so, to develop, modify, change, improve, or abandon the Pueblo Memorial Airport or any part thereof, as it may determine in its sole discretion, at any time, regardless of the desires or view of Lessee, and without interference or hindrance from Lessee or liability to Lessee.

B. The Lessor reserves the right, without any obligation on its part to do so, to maintain and keep in repair the landing area of the Airport and all publicly owned facilities of the Airport, together with the right to direct and control all activities of Lessee in this regard.

C. Lessor shall have full and unrestricted right to enter upon those portions of the Airport occupied and leased herein by the Lessee, and Lessor, its agents, or representatives shall be permitted to inspect same during any regular business hours or upon twenty-four (24) hours' notice to Lessee.

D. This Lease shall be subordinate to the provisions and requirements of any existing or future agreement between the Lessor and the United States, relative to the use, development, operation, and maintenance of the Airport.

E. Lessee shall comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulations with respect to the construction of any structure or building on the Leased Premises, or in the event of any planned modification or alteration of any present or future building or structure on the Leased Premises.

F. All rights not herein granted to the Lessee are reserved to Lessor and nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308 of the Federal Aviation Act of 1958 as amended.

G. Lessor reserves for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Leased Premises, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft now known or hereafter used for navigation or flight in said airspace, and for use of said airspace for landing on, taking off from, or operations on or over the Pueblo Memorial Airport.

H. By accepting this Lease, Lessee expressly agrees for itself, its successors, and assigns that it will not erect nor permit the erection of any structure, building, or object nor permit the growth of any tree on the Leased Premises to a height not to exceed twenty-five (25) feet above ground level. In the event the aforesaid covenant is breached, the Lessor reserves the right to enter upon the Leased Premises and to remove the offending structure or object and cut the offending tree, all of which shall be at the expense of the Lessee.

I. Lessee shall not make use of the Leased Premises in any manner which might interfere with the landing and taking off of aircraft at Pueblo Memorial Airport or otherwise constitute a hazard to aviation. In the event the aforesaid covenant is breached, the Lessor reserves the right to enter upon the Leased Premises and cause the abatement of such interference at the expense of the Lessee.

J. If during the term of this Lease, all or part of the Leased Premises should be taken or threatened to be taken for any public or quasi-public use under any governmental law or by right of eminent domain or sold to the condemning authority under threat of condemnation, this Lease shall terminate and the proceeds, if any, from such taking or sale shall be allocated between Lessor and Lessee in accordance with applicable condemnation law.

K. Lessor reserves the right to grant and to take easements or rights of way in, under, over, and across the Leased Premises, in which event, Lessor shall only be entitled to compensation for damages to improvements of the Lessee destroyed or damaged thereby, but not to damages for loss of use of the Leased Premises.

24. Nondiscrimination Assurances

A. The Lessee, for itself, its successors, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the Leased Premises or ramp, for a purpose for which Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the Lease shall maintain and operate such facilities and services in compliance with all requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as the regulations may be amended.

B. The Lessee, for itself, its successors, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that: (i) no person on the grounds of race, color, religion, sex, sexual orientation, disability, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the Leased Premises or ramp; (ii) that in construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the grounds of race, color, religion, sex, sexual orientation, disability, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; and (iii) that the Lessee shall use the Leased Premises and ramp in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Non-discrimination in Federally Assisted Programs of the Department of Transportation, and as the regulations may be amended.

C. Lessee assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to ensure that no person shall on the grounds of race, creed, color, religion, disability, national origin, sex, or sexual orientation be excluded from participating in any contracting, leasing, or employment activities covered in 14 CFR Part 152, Subpart E. Lessee assures that no person shall be excluded, on these grounds, from participating in or receiving the services or benefits of any program or activity covered by this subpart. Lessee assures that it will require that its covered suborganizations provide assurances to the Lessee that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

D. Lessee agrees to operate the Leased Premises for the use and benefit of the public and to furnish good, prompt and efficient services adequate to meet all the demands for its services at the Airport, to furnish service on a fair, equal, and not unjustly discriminatory basis to all users thereof, and to charge fair, reasonable, and not unjustly discriminatory prices for each unit of service, provided that Lessee may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

25. Miscellaneous:

A. This Lease and all of its covenants and provisions shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors, subtenants, and approved assigns.

B. This Lease and any amendments hereto are subject to prior approval of the Federal Aviation Administration.

C. Lessee is leasing the Leased Premises "AS IS, WHERE IS, WITH ALL FAULTS" in its present condition. Lessor makes no representation or warranties of any kind or character, express or implied, with respect to the Leased Premises, including but not limited to, any warranty or representation as to suitability or fitness for a particular purpose, title, zoning, physical or environment conditions, utilities, governmental approvals, the compliance of the Leased Premises with governmental and environment laws and regulations, the truth, accuracy or completeness of any document or other information provided to Lessee by Lessor or any other person, or any other matter or thing regarding the Leased Premises.. Lessor shall be under no obligation to maintain the Leased Premises or the Pueblo Memorial Airport or any part thereof in a particular location or condition. If the Pueblo Memorial Airport shall permanently close or relocate, the use restrictions stated in section 5 shall not apply, and the Lessee may use the Leased Premises for any lawful use or purpose allowed by the then existing Pueblo Municipal Code, or in the alternative, Lessee may terminate this Lease upon thirty (30) days prior written notice given to Lessor.

D. The Lessee represents that it has inspected the Airport, Leased Premises, and facilities and accepts the conditions of same and fully assumes the risk incident to the use thereof. The Lessor shall not be liable to the Lessee for any damages or injuries to the property or personnel of the Lessee which result from hidden, latent, or other dangerous conditions on the Airport or Leased Premises. Lessee's taking of possession of the Leased Premises shall be conclusive evidence that Lessee accepts the Leased Premises in its present condition and that the Leased Premises is in good and satisfactory condition at the time such possession was taken.

E. The acts and omissions of Lessee's employees, agents, contractors, and guests shall be imputed to Lessee for purposes of this Lease.

F. This Lease is expressly made subject to the limitations of the Colorado Constitution. Nothing herein shall constitute, nor be deemed to constitute, the creation of a debt or multi-year fiscal obligation or an obligation of future appropriations by the City Council of Pueblo, contrary to Article X, §20 of the Colorado Constitution or any other constitutional, statutory, or charter debt limitation. Notwithstanding any other provision of this Lease, with respect to any financial obligation of Lessor which may arise under this Lease in any fiscal year, in the event the budget or other means of appropriations for any such year fails to provide funds in sufficient amounts to discharge such obligation, such failure shall

not constitute a default by or breach of this Lease, including any sub-agreement, attachment, schedule or exhibit thereto, by the Lessor.

G. Nothing in this Lease is intended, nor should it be construed, to create or extend any rights, claims or benefits or assume any liability for or on behalf of any third party, or to waive any immunities or limitations otherwise conferred upon the Lessor under or by virtue of federal or state law, including but not limited to the Colorado Governmental Immunity Act, C.R.S. §24-10-101, et seq.

H. This Lease contains the entire and exclusive agreement between the parties relating to the Leased Premises and may not be amended except by written instrument signed by the parties. Neither party shall be, or hold itself out as, agent of the other or as joint venturers or partners under this Lease.

I. This Lease shall be governed by the laws of the State of Colorado. Venue for any action arising under this Lease or for the enforcement of this Lease shall be in a state court with jurisdiction located in Pueblo County, Colorado.

J. Each person signing this Lease on behalf of a party represents and warrants that he or she has the requisite power and authority to enter into, execute, and deliver this Lease on behalf of such party and that this Lease is a valid and legally binding obligation of such party enforceable against it in accordance with its terms.

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

LESSOR:

CITY OF PUEBLO,
A Municipal Corporation

By_____
Nicholas A. Gradisar
Title: Mayor

LESSEE:

St. Christopher Aviation, LLC,
a Colorado limited liability company

By_____
Christopher Taravella
Title: Manager

Attest:

_____
City Clerk

Approved as to form:

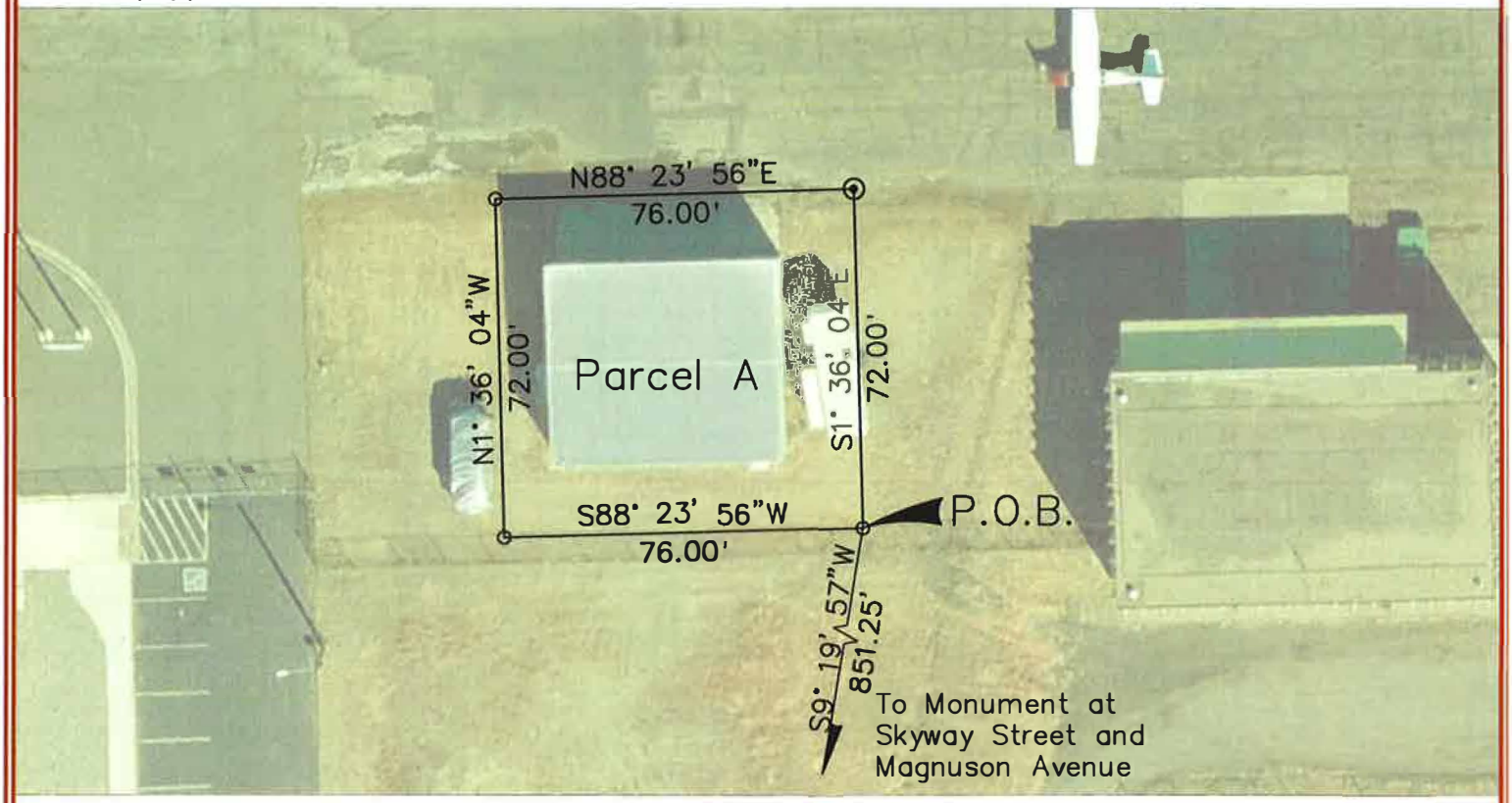
_____
City Attorney

EXHIBIT A

530 Skyway Street

NORTH
W E
S
SCALE = 1"=40'
7-1-2011
City of Pueblo Bureau of Public Works

2008 Pueblo County Imagery



Legend

⊙ Set PK Nail with Shiner P.L.S. 31925

o Set Rebar and Yellow Cap P.L.S. 31925

Description

A parcel of land located within a portion of Parcel H of Pueblo Memorial Airport Industrial Park Subdivision, located in the SE 1/4 of the NE 1/4 of Section 25, Township 20 South, Range 64 West, and in a portion of the SW 1/4 of the NW 1/4 of Section 30, Township 20 South, Range 63 West of the Sixth Principal Meridian, being more particularly described as follows:

Parcel A

BEGINNING at a point from which the monument found at the intersection of Skyway Street and Atlas Avenue bears S 9° 19' 57" W a distance of 851.25 feet (bearings based on the monument found at the intersection of Skyway Street and Atlas Avenue to the monument found at the intersection of Skyway Street and Magnuson Avenue to bear N 1° 31' 26" E, with all bearings contained herein being relative thereto) thence S 88° 23' 56" W a distance of 76.00 feet; thence N 1° 36' 04" W a distance of 72.00 feet; thence N 88° 23' 56" E a distance of 76.00 feet; thence N 1° 36' 04" E a distance of 72.00 feet to the POINT OF BEGINNING

Area = 0.13 Acres (5,472 s.f.)more or less

Riley Monroe Bryan Date
P.L.S. 31925

SHEET 1 OF 1

City Clerk's Office Item # N-6

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: May 23, 2022

TO: President Heather Graham and Members of City Council

CC: Nicholas A. Gradisar, Mayor

VIA: Marisa Stoller, City Clerk

FROM: Greg Pedroza, Director of Aviation

SUBJECT: AN ORDINANCE APPROVING A HANGAR LEASE AGREEMENT FOR 522 SKYWAY STREET AT PUEBLO MEMORIAL AIRPORT BETWEEN THE CITY OF PUEBLO, A MUNICIPAL CORPORATION, AND SOUTHERN COLORADO FLIGHT PROFESSIONALS, LLC, A COLORADO LIMITED LIABILITY COMPANY, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

SUMMARY:

Attached is an Ordinance approving and authorizing the Mayor to sign a Hangar Lease Agreement with Southern Colorado Flight Professionals, LLC, a Colorado limited liability corporation.

PREVIOUS COUNCIL ACTION:

Not applicable to this Ordinance.

BACKGROUND

The City owns 522 Skyway Street at the Pueblo Memorial Airport, which can be leased out on a month-to-month basis for the storage of aircraft and commercial services. The building was vacant effective April 30, 2022, and can be leased to Southern Colorado Aviation Professionals, LLC, starting May 12, 2022.

FINANCIAL IMPLICATIONS:

The hangar, office space, landside parking lot, and ramp will be leased for $800.00 per month and two percent (2%) of Lessee's gross revenues derived from all activities conducted at Pueblo Memorial Airport.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

If this Ordinance is not approved, the hangar space will remain vacant.

RECOMMENDATION

It is the recommendation of the Department of Aviation that this Ordinance be approved.

Attachments:
Hangar Lease - 522 Skyway Street

ORDINANCE NO. _____

AN ORDINANCE APPROVING A HANGAR LEASE AGREEMENT FOR 522 SKYWAY STREET AT PUEBLO MEMORIAL AIRPORT BETWEEN THE CITY OF PUEBLO, A MUNICIPAL CORPORATION, AND SOUTHERN COLORADO FLIGHT PROFESSIONALS, LLC, A COLORADO LIMITED LIABILITY COMPANY, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

WHEREAS, the City of Pueblo is the owner and operator of the Pueblo Memorial Airport together with the land on which said Airport is situated; and

WHEREAS, Southern Colorado Aviation Professionals, LLC, is desirous of leasing 522 Skyway Street, which is owned by the City of Pueblo; NOW, THEREFORE,

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

SECTION 1.

A certain Hangar Lease – 522 Skyway Street ("Lease"), by and between the City of Pueblo, a Municipal Corporation, and Southern Colorado Aviation Professionals, LLC, a Colorado Limited Liability Company, to lease hangar space, office space, and a portion of the landside parking lot at 5522 Skyway Street at Pueblo Memorial Airport, a copy of which is attached hereto and made a part hereof by reference, after having been approved as to form by the City Attorney, is hereby approved.

SECTION 2.

The Mayor is hereby authorized to execute the Lease on behalf of the City of Pueblo, and the City Clerk shall affix the Seal of the City thereto and attest same.

SECTION 3.

The officers and staff of the City are authorized to perform any and all acts consistent with the intent of this Ordinance and the attached Lease to implement the terms and conditions described therein.

SECTION 4.

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

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on _____.

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

HANGAR LEASE
522 SKYWAY STREET
COMMERCIAL OPERATOR

THIS LEASE AGREEMENT ("Lease") is made and entered into as of **May 16, 2022** ("Effective Date"), between the City of Pueblo, a Municipal Corporation, "Lessor," and Southern Colorado Flight Professionals, LLC, a Colorado limited liability company, "Lessee."

WHEREAS, the Lessor is the owner and operator of the Pueblo Memorial Airport ("Airport"), together with the land on which said Airport is situated; and

WHEREAS, Lessee is desirous of utilizing hangar space of the Lessor, the property generally known as **522 Skyway Street, Pueblo, Colorado 81001**;

NOW THEREFORE, in consideration of the mutual covenants set forth herein, the parties agree as follows:

1. **Leased Premises:**

A. The Lessor hereby leases unto the Lessee and Lessee hereby leases from Lessor for the term and upon the requirements and conditions hereinafter stated, 1,128 square feet of office space ("Office"), approximately 3,055 square feet of hangar space ("Hangar"), and certain parking spaces with landside access ("Parking") (all three together the "Leased Premises"), all with the street address of 522 Skyway Street, depicted in Exhibit "A" attached hereto and incorporated herein, situated in the County of Pueblo, State of Colorado, subject to existing easements.

B. The Hangar will be used for flight training and the storage of aircraft, for which Less will provide tail numbers to Lessor, which shall be continually registered with the Federal Aviation Administration ("FAA") throughout the life of this Lease. Lessee agrees to report any changes in this aircraft tail number within fourteen (14) days in order for Lessor to comply with FAA reporting requirements.

C. Lessee shall have exclusive use of the Leased Premises subject to the terms of this Lease.

D. This Lease and Lessee's use of the Leased Premises are subject to the easements, rights of way, covenants, conditions, restrictions, reservations, and limitations appearing of record, and all applicable zoning and land use laws, ordinances, codes, and regulations, including but not limited to all conditions, regulations, restrictions, and requirements imposed by the FAA, governing and regulating the Leased Premises and its use.

2. Term:

A. This Lease is made on a month-to-month basis and commences on May 16, 2022 ("Commencement Date"), and shall automatically renew for successive one-month terms unless earlier terminated by a party as provided herein.

B. All conditions and covenants contained herein shall remain in full force and effect during any and all extension periods.

C. Either party may terminate this Lease at any time and for any reason upon thirty (30) days prior written notice to the other party.

3. Rental Rate, Other Fees, and Commercial Charge:

A. In consideration of the rights and privileges contained herein, Lessee agrees to pay a monthly fee, payable in advance without notice or offset by the first day of each month, of **$800.00** for use of the Leased Premises. No utilities shall be provided by Lessor at the Leased Premises. Rent not paid by the tenth (10th) of the month shall accrue a late fee of eight percent (8%) per month.

B. The rent shall be increased biennially based upon the consumer price index for all urban consumers, CPI-U (all items 1982-1984=100) or comparable index if the Department of Labor changes or modifies the CPI-U or no longer publishes the CPI-U. The rent shall be increased by a percentage equal to the percentage increase in the CPI-U during each preceding two-year period over the comparable CPI-U for the first month of each 2-year period. If there is no percentage increase in the CPI-U for any preceding 2-year period, the rent will remain the same as the preceding 2-year period. In no event, shall the percentage increase for the rent be greater than five percent (5%) for any 2-year period.

C. The Lessee hereby agrees to pay when due all rent, fees, and charges imposed by the Lessor for the use and operation of the Airport. The fees and charges include, but are not limited to, fuel flowage fees, landing fees, permit fees, self-fueling fees, security charges, and administrative or service fees.

D. In consideration for this Lease and commercial use of the Airport, Lessee shall pay to Lessor two percent (2%) of Lessee's gross revenues derived from all activities conducted at Pueblo Memorial Airport. Lessee shall file with Pueblo Memorial Airport monthly activity reports on or before the tenth (10th) day of each calendar month throughout the effective term indicating gross revenues and commissions derived from activity on any part of the Airport.

4. Deposit:

A. Lessee agrees to pay a security deposit to the airport equal to one month's rent of **$800.00**. The security deposit and first month's rent shall be paid immediately upon execution of this agreement. Deposit shall be refunded following termination of

this agreement, less any rent due or damages to the Leased Premises.

B. In the event that Lessee fails, neglects or refuses to pay any rent, fee, or other sum due, or fails to perform any obligation under this Lease, then Lessor may, in its sole and absolute discretion, draw from the security deposit to remedy Lessee's default. Nothing contained in this Lease shall require Lessor to remedy Lessee's default in this manner, and Lessor may instead, in its sole and absolute discretion, refuse to remedy Lessee's default by drawing on the security deposit, and instead pursue the remedies for default provided in this Lease or by law.

C. In the event that Lessor draws from this security deposit to remedy Lessee's default, Lessor shall notify Lessee in writing and require Lessee to replenish the deposit to its original level. Failure of Lessee to comply with this section shall constitute a material breach of this Lease.

5. <u>Use of Leased Premises</u>:

A. Lessee shall make no alterations or adjustments to the Leased Premises, without the prior written approval of the Director of Aviation.

B. The Hangar shall be utilized for flight training and the storage of the aircraft named in Section 1.B. above, and minor incidental materials and aeronautical purposes only. All aircraft stored in Lessor owned buildings must be reported to Airport administration. Lessee may perform maintenance and repairs in the Hangar but only on Lessee's aircraft, including routine maintenance, preventative maintenance, and regular maintenance required prior to flight. The Leased Premises shall not be used for the storage of non-aeronautical personal property, living accommodations, or in any other way inconsistent with this Lease. Failure to abide by this provision shall constitute a material breach of this Lease.

C. Lessee may wash its aircraft within the Leased Premises but shall at all times protect the Lessor's stormwater system and abide by any requirements Lessor places on Lessee with regards to the cleaning of aircraft, including for the disposal of used water and other products.

D. The Office shall be used for Lessee's business, flight preparation, and other incidental office work. Lessee shall have no right to utilize the Leased Premises, or any improvement thereon, other than as specifically allowed under this Lease, and it is specifically understood that the Leased Premises shall not be used for an aviation fixed base operation or for the sale of aviation fuel. Lessee shall not perform services for incoming flights, including but not limited to mechanical repair or maintenance services. Lessee shall not assist with the enplanement or deplanement of passengers other than for its flight training services.

E. Lessor retains and Lessee grants to the Lessor the right to enter the Leased Premises to do what is necessary for the purposes of repairing, replacing, and/or maintaining any and all utility lines under the Leased Premises which serve other uses at the Pueblo Memorial Airport, it being understood that the Lessor will repair, in a good

and workmanlike fashion, any and all damage done to the Leased Premises as the result of work done hereunder.

G. Lessee shall maintain the Leased Premises in accordance with the requirements and regulations of the Lessor and Lessor's fire code. The Lessee shall be responsible for all costs, fees, charges, and penalties associated with the discharge or release of any hazardous material (including petroleum products) or mitigating the containment or removal of any contamination or hazardous material (including petroleum products) on, over or under the leased premises which is caused by the Lessee, its officers, agents, or employees. The storage and accumulation of aviation fuel, flammables, explosive liquids, or solids, waste, debris, or other hazardous materials within or on the Leased Premises shall be in an environmentally sound manner and comply with all federal, state, and local laws and regulations. Lessee agrees that no flammable liquids or hazardous materials shall be used or stored on the premises, excepting the fuel in the aircraft fuel tanks or in the tank of a stored automobile, properly parked. Lessee agrees to provide drip pans of a non-flammable material under the aircraft to prevent damage to the floor, should said aircraft leak any fluids.

H. Lessee will not modify, alter, paint, or improve the Leased Premises except to the extent required to maintain its original state. Any additional modification, painting, or improvements to the Leased Premises must receive prior written approval from the Director of Aviation and will be at Lessee's sole cost and expense.

I. Lessee shall not park or leave or allow to be parked or left aircraft on the taxiways or on pavement adjacent to the Leased Premises in a manner which interferes with or obstructs access to adjacent hangars or public ramp area. Parking of automobiles will be permitted only designated spaces outside of the airport fence. No person or automobile shall go beyond the immediate vicinity of the Leased Premises without the express written consent of the Director of Aviation. Automobiles must be parked in designated parking spaces or within the Hangar, except that the Hangar cannot be used solely for storage of automobiles.

J. Lessee, its employees, and invitees shall have the right of ingress and egress between designated Airport access points and the Leased Premises over, upon, and through such streets and not others as from time to time shall be designated by the Director of Aviation. Driveways from existing streets into the Leased Premises shall be located as designated by the Lessor through the Director of Aviation.

K. Lessee shall, at its own expense, keep the premises neat, clean, safe, and orderly at all times, free of waste, rubbish and debris, and shall provide a complete and proper arrangement for the sanitary handling and disposal of all trash, garbage and other refuse resulting from Lessee's activities at the Airport. No outside storage of parts, materials, equipment, inventory, or other material shall be permitted.

L. Exterior locks shall be provided by the Lessor and shall be the only locks placed on the hangar. Exterior locks shall be removed and replaced solely by the Lessor. Lessee shall have no right to alter, change, or replace the Lessor's locks.

M. Hangar doors shall remain closed and locked except during periods when the Hangar is attended by Lessee. This is to prevent damage from sudden storms and the creation of foreign object debris.

N. On the Effective Date and annually thereafter, Lessee shall provide Lessor with a list of the Airport areas and any Airport tenants it intends to access when providing services. Lessee shall keep this list current and report any change to the Lessor upon such change being made.

O. If applicable, Lessee must obtain approval from the Director of Aviation at least forty-eight (48) hours prior to any use of Lessor's property and equipment. The Director of Aviation may deny use of any of Lessor's property or equipment in his or her sole discretion. Lessee shall not have exclusive use of any area of the Airport or of any Lessor equipment, unless Lessee contracts with Lessor for such use, and all such uses shall be as determined by the Director of Aviation in his or her sole discretion. All areas of the Airport and all Airport equipment will be inspected by airport staff prior to use by Lessee, and Lessee shall be required to sign-off on Airport staff's inspection prior to said use.

6. <u>Ramp Use</u>:

A. Lessee's use of the ramp, taxiways, and runways is non-exclusive and same may be used by the Airport, other tenants, users, and occupants of the Airport ("Airport Users"). Use of the ramp shall be limited to the movement of aircraft, fueling of aircraft, movement and parking of aircraft service vehicles, temporary parking of aircraft, servicing and tie-down of aircraft.

B. Lessee and Airport users shall use the ramp in compliance with Lessor's ground traffic and aircraft parking plans and regulations, which will reasonably accommodate Lessee's current and future use for the purposes set forth in Subsection A above.

C. Lessee acknowledges that portions of the ramp, taxiways, and runways are currently in need of repairs and resurfacing and accepts in whole the ramp, taxiways, and runways in their present condition "AS IS" and "WITH ALL ITS FAULTS," without warranty or representation, express or implied, including, without limitation, any warranties of merchantability or fitness for a particular purpose or condition or usability in their present condition. Lessee agrees that Lessor shall have no obligation to upgrade, repair, resurface, or maintain the taxiways, runways, and ramp. Lessor maintains the right to close any portion of the Airport not limiting Lessee's access to airport runways.

7. <u>Maintenance Obligations</u>:

A. Lessee shall, at its own expense, keep the premises neat, clean, safe and orderly at all times, free of waste, rubbish, and debris, and shall provide a complete and proper arrangement for the sanitary handling and disposal of all trash, garbage and other

refuse resulting from Lessee's activities at the Airport. No outside storage of parts, materials, equipment, inventory, or other material shall be permitted.

B. Lessee, at its sole cost and discretion, shall maintain all walkways, sidewalks, and apron access on the Leased Premises, including to the public taxiway or ramp area. This includes pavement maintenance, pest control, and other such activities necessary to access said areas. At no time shall snow, dirt, or other debris be piled or stored on these areas. It is the Lessee's responsibility to keep these areas free and clear of all snow, dirt, and other debris. Lessee understands that snow removal within six (6) feet of the Leased Premises is always the responsibility of Lessee.

8. Utility Costs:

A. Lessee shall be responsible for all utilities supplied to the Leased Premises, including but not limited to natural gas, electricity, and water. Agreements for service with utility providers are the responsibility of Lessee.

B. Additions, deletions, or adjustments to utilities extended to the Leased Premises shall not be made without prior written approval from the Director of Aviation.

9. Signs:

Lessee shall not erect, paint, or maintain any signs whatsoever upon the Leased Premises without first securing the written consent of the Lessor. Any such signs shall comply with all ordinances and regulations of the Lessor and standards which might be developed by the Department of Aviation.

10. Right of Inspection:

The Lessor reserves and retains for its officers, employees, and authorized representatives the right to enter the Leased Premises during reasonable business hours, and after prior notice, for the purpose of inspecting and protecting the Leased Premises and for doing any and all things which the Lessor may deem necessary for the proper general conduct and operation of the Pueblo Memorial Airport and in the exercise of the Lessor's police power.

11. Taxes, Licenses, and Liens:

A. Lessee covenants and agrees to pay promptly when due all taxes, fees, licenses, and other governmental charges of whatever nature assessed against or applicable to the Leased Premises. Possessory interest tax is assessed by the County of Pueblo and is the responsibility of the Lessee. The Lessor is a tax-exempt entity and shall not be liable for any tax of the Lessee. Lessee should be aware that there are multiple taxes and costs associated with owning and operating an aircraft, including the leasing of hangar space. All applicable taxes and costs shall be paid by Lessee, even if Lessee was unaware of such taxes and costs.

B. At all times during the term of this Lease, and of any renewal or extension hereof, Lessee shall, at its own cost and expense, provide and keep in good standing

business licenses with the City of Pueblo and the State of Colorado. Lessee shall obtain and maintain any other licenses or certifications required by law, including those required by the FAA. Upon request, Lessee will provide Lessor with certificates of good standing evidencing that all licenses or certifications are current and not subject to discipline.

C. Lessee also covenants and agrees not to permit any mechanic's or material man's lien to be filed against the Leased Premises or any part or parcel thereof by reason of any work or labor performed or materials furnished by any contractor, subcontractor, mechanic, or material man. Lessee further covenants and agrees to pay promptly when due all bills, debts and obligations incurred by it in connection with its operations on the Leased Premises, and not to permit the same to become delinquent and to suffer no lien, mortgage, judgment, or execution to be filed against the Leased Premises.

D. Lessees performing services using Airport Operations Areas ("AOA") must annually undergo American Association of Airport Executives ("AAAE") Airport News Training Network ("ANTN") Digicast Signatory Training and hold a current signatory certificate that must be filed yearly with Airport Administration. Such Lessees shall keep a record of all documentation related to AOA badging and produce it upon request.

12. <u>Indemnification</u>:

Lessee assumes the risk of loss or damage to the Leased Premises and property thereon and therein, including but not limited to aircraft and personal property, whether from windstorm, fire, earthquake, snow, water run-off, or any other causes whatsoever. Lessee covenants and agrees to indemnify, defend, and save the Lessor, its agents, officer, representatives, and employees, harmless from and against any and all penalties, liability, or loss, including costs and attorney fees and all expenses incurred by Lessor in investigating or resisting the same, resulting from claims or court action, whether civil, criminal, or in equity, and arising directly or indirectly out of: (i) acts of the Lessee, its agents, employees, or representatives; (ii) occurring in on or about the Leased Premises; (iii) arising out of or resulting from the Leased Premises, or any condition thereon, or from Lessee's use and occupancy of the Leased Premises, or any equipment thereon or appurtenances thereto, or any activity conducted therein; or (iv) through any injury or damage that may be caused or occasioned. Lessee shall not hold or attempt to hold Lessor liable for any injury, including loss of life, to any person, or for damage to any property while on the Leased Premises or the Airport, irrespective of how such injury or damage may be caused or occasioned. The provisions of this Paragraph 11 shall survive the termination of this Lease Agreement.

13. <u>Insurance and Damage</u>:

A. Lessee assumes all risk of loss, damage, injury and liability for the same that may occur to Lessee, Lessee's guests, Lessee's aircraft and Lessee's improvements and property in or upon the Leased Premises and Lessor shall not be liable or responsible for any such loss, damage or injury, regardless of the cause thereof,

including, without limitation, the negligence of Lessor, its officers, agents or employees.

B. Lessee, at its sole cost and expense, shall, during the life of this agreement, procure, pay for and keep in full force and affect a comprehensive policy of commercial general liability insurance. The policy shall have limits in an amount of not less than One Million Dollars ($1,000,000.00) per occurrence and Three Million Dollars ($3,000,000.00) in the aggregate. Such coverage shall include, without limitation, legal liability of the insured for property damage, bodily injuries and deaths of persons in connection with the operation, maintenance or use of the Leased Premises (including acts or omissions of the Lessee). At all times during the term of this Lease, and of any renewal or extension hereof, Lessee shall, at its own cost and expense, provide and keep in force commercial automobile liability insurance with a combined single limit for all owned, hired and non-owned autos of not less than one million dollars ($1,000,000). These policies shall name the City of Pueblo as additional insured and loss payee for the policy and waive subrogation. The policies shall contain a provision that the policy cannot be canceled or materially altered either by the insured or the insurance company unless thirty (30) days prior written notice thereof is given to the Lessee and Lessor. Upon issuance or renewal of any such insurance policy, the Lessee shall furnish to the Lessor a certificate of insurance evidencing coverage required under this contract.

C. Lessee shall obtain statutory workers' compensation insurance which shall contain an endorsement waiving subrogation against the City of Pueblo. Such insurance shall cover all employees and agents of Lessee performing work at the Leased Premises or Airport irrespective of whether such employees may be shareholders, managers, partners, or owners of Lessee or exempt employees under the Act. Any independent contractors of Lessee shall be covered under Lessee's workers' compensation insurance and/or participant accident insurance policy, or show evidence that said independent contractor is covered under its own workers' compensation insurance policy. Lessee shall have full and sole responsibility for ensuring compliance with this Section, including without limitation indemnification required under this Lease. All insurance policies required hereunder shall provide that such policies not be cancelled or reduced without thirty (30) days' advance written notice to the Lessor.

D. If the Hangar or other improvements (the "Improvements") are damaged or destroyed by fire or other casualty, Lessee shall within one hundred twenty (120) days from the occurrence of such casualty either (1) repair and restore the damaged or destroyed Improvements, (2) demolish the damaged or destroyed Improvements, restore the Leased Premises to their original condition, and terminate this Lease, in which event the net proceeds of the property damage insurance required to be provided by Lessee pursuant to Section 13.A. shall be retained by Lessee, or (3) demolish the damaged or destroyed Improvements and commence construction of replacement Improvements, and thereafter complete such construction within nine (9) months from the occurrence of such casualty. All repairs to or restoration of Improvements and/or construction of replacement Improvements shall be in compliance with applicable laws and codes, and in accordance with plans and

specifications therefor approved by Lessor, which approval will not be unreasonably withheld. Except in the event of (2) above, the net proceeds of property damage insurance provided by Lessee pursuant to Section 13.B. shall be released by Lessor and paid to Lessee for the purpose of Lessee repairing, restoring, or replacing improvements damaged or destroyed by such insured fire or other casualty.

E. Lessee shall not violate the terms or prohibitions of any insurance policy herein required to be furnished by Lessee. Coverage and limits enumerated in this insurance section represent only the minimum insurance required by the Lessor, and Lessee should rely on its expertise to obtain any additional insurance coverage needed for the Lessor and Lessee in its performance under this Lease. Failure of Lessee to comply with the provisions of this section shall constitute a material breach of this Lease by Lessee.

14. Waivers:

No provision of this Lease may be waived except by an agreement signed by the waiving party. A waiver of any term or provision shall not be construed as a waiver of any other term or provision. Should Lessee holdover the use of or continue to occupy the Leased Premises after the termination or cancellation of this Lease, such holding over shall be deemed merely a tenancy for successive monthly terms upon the same conditions as provided in this Lease subject to termination upon fourteen (14) days prior written notice.

15. Inconvenience During Construction:

Lessee recognizes that from time to time it will be necessary for the Lessor to initiate and carry forward programs of construction, reconstruction, expansion, relocation, maintenance, and repair at and to the Pueblo Memorial Airport in order that the Pueblo Memorial Airport and its facilities may be suitable for the volume and character of air traffic and flight activity which will require accommodation, and that such construction, reconstruction, expansion, relocation, maintenance, and repair may inconvenience or interrupt Lessee's operations at the Pueblo Memorial Airport. Lessee agrees that no liability shall attach to Lessor, its officers, agents, employees, contractors, subcontractors and representatives by reason of such inconvenience or interruption, and for and in further consideration of the premises, Lessee waives any right to claim damages or other consideration therefore, provided, however, that this waiver shall not extend to, or be construed to be a waiver of, any claim for physical damage to property resulting from negligence or willful misconduct of the Lessor, its officers, agents, employees, contractors, subcontractors, and representatives. The Lessee shall be obligated to be pay all rent and fulfill all obligations of this Lease at all times, including, but not limited to, when access to the Airport is temporarily restricted due to routine construction, reconstruction, expansion, or other potential alteration of the airfield.

16. Place and Manner of Payments:

In all cases where Lessee is required by this Lease to pay any rentals, rates, fees or other charges or to make other payments to Lessor, such payments shall be made at the office of

the Director of Aviation at the Pueblo Memorial Airport, or at such other place as Lessor may hereafter designate by notice in writing to Lessee and shall be made in legal tender of the United States and any check shall be received by Lessor subject to collection. Lessee agrees to pay any bank charges made for the collection of any such checks. All payments of rent shall be made on the first of each month.

17. Assignments and Subletting:

Lessee shall not assign this Lease or any interest therein nor sublet the Leased Premises or any portion thereof. Any assignment may be conditioned upon the payment of an assignment fee and/or an increase in rent to be determined by the Lessor in its sole and absolute discretion. Any assignment or subletting without the prior written consent of Lessor shall be void. No subletting of this Lease or the Leased Premises shall release or discharge Lessee from its obligations under this Lease.

18. Agreements with United States:

This Lease is subject and subordinate to the terms, reservations, restrictions, provisions, and conditions of the deed of conveyance from the United States Government to the Lessor and of any other existing or future agreement between the Lessor and the United States, relative to the use, operation, or maintenance of the Pueblo Memorial Airport and its appurtenant facilities, the execution of which has been or may be required as a condition precedent to the participation by any Federal Agency in the extension, expansions, or development of said Airport and its facilities.

19. Lessee's Default:

A. Any one of the following shall constitute an event of default by Lessee hereunder:

(1) Failure of Lessee to pay in full all installments of rent due by the first day of each month or immediately after written notice and demand therefor are given by Lessor to Lessee.

(2) Failure of Lessee to perform or comply with any obligation, covenant, or agreement of Lessee hereunder other than payment of money for a period of fourteen (14) days after written notice specifying such failure is given by Lessor to Lessee, except that if such obligation, covenant, or agreement is not capable of being performed within said fourteen (14) day period, Lessee shall not be in default if Lessee shall commence such performance within said fourteen (14) day period and thereafter prosecute the same with diligence and continuity to completion.

B. In the case of a continuing event of default by Lessee, Lessor shall have the following remedy in addition to all other rights and remedies provided by law or in equity, including without limitation, damages and specific performance:

(1) Terminate this Lease by fourteen (14) days prior written notice given to Lessee specifying the date of termination, and Lessee shall within said

fourteen (14) day period vacate the Leased Premises and surrender possession thereof to Lessor.

E. If the Lessee shall be declared insolvent or bankrupt, or if any assignment of the Lessee's property shall be made for the benefit of creditors or otherwise, or if Lessee's leasehold interest herein shall be levied upon under execution, or seized by virtue of any writ of any Court of Law, or a Trustee in Bankruptcy or a Receiver appointed for the property of the Lessee, whether under the operation of the State or the Federal statutes, then and in any such case, the Lessor may, at his option, immediately with or without notice, notice being expressly waived, terminate this Lease and immediately retake possession of the Leased Premises without the same working any forfeiture of any accrued obligations of the Lessee hereunder.

F. After the expiration of this Lease or any violation of any term or provision as herein provided for, if Lessee shall refuse to surrender and deliver possession of the Leased Premises after notice of termination, then in that event Lessor may, without further notice or demand, enter into and upon said premises, or any part thereof, and take possession thereof and repossess them, and expel, remove and put out of possession the Lessee, using such help, assistance and force in so doing as may be needful and proper, without prejudice to any remedy allowed by law, available in such cases.

G. That in case the Leased Premises are left vacant and any part of the rent herein reserved be due and unpaid, then the Lessor may, without in anyway being obligated to do so, and without terminating this Lease, retake possession of said premises and rent the same for such rent, and upon such conditions as the Lessor may think best, making such changes and repairs as may be required, giving credit for the amount of rent so received less all expenses of such changes and repairs, and said Lessee shall be liable for the balance of the rent herein reserved until the expiration of this Lease.

H. Lessee agrees to pay the Lessor all costs, including reasonable attorney fees, incurred by Lessor in recovering any rent or other money due and unpaid under the terms of this Lease or to recover possession of the Leased Premises after termination of this Lease.

20. <u>Notices</u>:

All notices, required to be given to Lessor hereunder, shall be in writing and be sent by certified mail to Pueblo Memorial Airport, Administration Office, 31201 Bryan Circle, Pueblo, Colorado 81001. All notices required to be given to Lessee hereunder shall be in writing and sent by certified mail, addressed to Southern Colorado Flight Professionals, LLC, Attn: Grant von Ahlefeldt, 125 N. Greenwood Street, Pueblo, Colorado 81003, provided that the parties, or either of them, may designate in writing from time to time subsequent or supplementary persons or address in connection with said notices. The effective date or service of any such notice shall be the date such notice is mailed by Lessee or Lessor.

21. Environmental Provisions:

A. For the purpose of this Lease, "Hazardous Materials" means any hazardous or toxic substance, material or waste which is or becomes regulated by any local government authority, the State of Colorado, or the United States government and shall include, but not be limited to: (i) substances defined as "hazardous waste," "restricted hazardous waste," "hazardous substance" or "hazardous material" under any applicable federal, state, or local law or regulation (Environmental Regulations); (ii) asbestos-containing materials; (iii) PCBs; (iv) petroleum or petroleum based products; and (v) lead.

B. Lessee will comply with Environmental Regulations that are applicable to Lessee and its use of the Leased Premises. No activity shall be undertaken by Lessee, its guests, employees, agents, contractors, or subcontractors, on all or any portion of the Leased Premises which would cause or permit: (i) the presence, use, generation, release, discharge, storage or disposal of any Hazardous Material in, on, under, about, or from the Leased Premises or any part thereof in violation of any Environmental Regulations; (ii) any portion of the Leased Premises to become a hazardous waste treatment, storage or disposal facility without receiving proper governmental authorization, and in compliance with all Environmental Regulations; or (iii) the discharge of pollutants or effluents into any water source or system, or the discharge into the air of any emissions without receiving proper governmental authorization, and in compliance with all Environmental Regulations, including, without limitation, the Federal Water Pollution Control Act, U.S.C. Section 1251 et seq. and the Clean Air Act, 42 U.S.C. Section 7401 et seq.

C. Lessee agrees to defend, indemnify, and forever hold harmless Lessor, and its officers, employees, agents, successors, and assigns, from all claims, losses, damages, penalties, expenses and costs, including, but not limited to, attorneys' fees, characterization, remediation and cleanup costs, incurred by reason of the use, storage, generation, release, discharge, maintenance, disposal, or removal of Hazardous Materials in, on, under, about, or from the Leased Premises, or any part thereof, by Lessee, its employees, agents, guests, contractors and subcontractors.

22. Law, Rules and Regulations:

A. Lessee, its officers, agents, and employees shall faithfully observe and comply with all applicable federal, state, and local laws, regulations, and ordinances now existing or hereafter adopted relating to the use and occupancy of the Airport or Leased Premises including without limitation Chapter 1 of Title III of the Pueblo Municipal Code and rules affecting the operation of motor vehicles upon, to, and from the Airport. The Lessee, and all officers, agents, and employees of Lessee, hereby agree to be bound by and subject to all police ordinances of the City of Pueblo at all times while on the Airport, whether acting in the course of Lessee's business or otherwise.

B. Lessee, its officers, agents, and employees shall faithfully observe and comply with all minimum standards and rules regulating operations and activities from and upon the Airport adopted from time to time by Lessor. Such minimum standards and rules shall not be applied arbitrarily, discriminatorily, or unreasonably. Except with respect to matters of public health and safety, if any provision of this Lease shall conflict with any provision of the minimum standards and rules adopted or amended by Lessor after commencement date, the conflicting provision of this Lease shall control.

C. It is expressly understood by Lessee that security within the air operations area of the Airport is vital. The drive through gate entering the air operations area shall be kept closed and locked at all times except for ingress and egress. Only automobiles belonging to owners of aircraft hangered therein will be permitted on the air operations area. Any automobile brought by Lessee shall be the sole responsibility of the Lessee. Violation of airport security rules as now, or in the future may, exist shall be grounds for immediate termination of this Lease.

23. <u>F.A.A. Lease Requirements</u>:

A. The Lessor reserves the right, without any obligation on its part to do so, to develop, modify, change, improve, or abandon the Pueblo Memorial Airport or any part thereof, as it may determine in its sole discretion, at any time, regardless of the desires or view of Lessee, and without interference or hindrance from Lessee or liability to Lessee.

B. The Lessor reserves the right, without any obligation on its part to do so, to maintain and keep in repair the landing area of the Airport and all publicly owned facilities of the Airport, together with the right to direct and control all activities of Lessee in this regard.

C. Lessor shall have full and unrestricted right to enter upon those portions of the Airport occupied and leased herein by the Lessee, and Lessor, its agents, or representatives shall be permitted to inspect same during any regular business hours or upon twenty-four (24) hours' notice to Lessee.

D. This Lease shall be subordinate to the provisions and requirements of any existing or future agreement between the Lessor and the United States, relative to the use, development, operation, and maintenance of the Airport.

E. Lessee shall comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulations with respect to the construction of any structure or building on the Leased Premises, or in the event of any planned modification or alteration of any present or future building or structure on the Leased Premises.

F. All rights not herein granted to the Lessee are reserved to Lessor and nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308 of the Federal Aviation Act of 1958 as amended.

G. Lessor reserves for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Leased Premises, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft now known or hereafter used for navigation or flight in said airspace, and for use of said airspace for landing on, taking off from, or operations on or over the Pueblo Memorial Airport.

H. By accepting this Lease, Lessee expressly agrees for itself, its successors, and assigns that it will not erect nor permit the erection of any structure, building, or object nor permit the growth of any tree on the Leased Premises to a height not to exceed twenty-five (25) feet above ground level. In the event the aforesaid covenant is breached, the Lessor reserves the right to enter upon the Leased Premises and to remove the offending structure or object and cut the offending tree, all of which shall be at the expense of the Lessee.

I. Lessee shall not make use of the Leased Premises in any manner which might interfere with the landing and taking off of aircraft at Pueblo Memorial Airport or otherwise constitute a hazard to aviation. In the event the aforesaid covenant is breached, the Lessor reserves the right to enter upon the Leased Premises and cause the abatement of such interference at the expense of the Lessee.

J. If during the term of this Lease, all or part of the Leased Premises should be taken or threatened to be taken for any public or quasi-public use under any governmental law or by right of eminent domain or sold to the condemning authority under threat of condemnation, this Lease shall terminate and the proceeds, if any, from such taking or sale shall be allocated between Lessor and Lessee in accordance with applicable condemnation law.

K. Lessor reserves the right to grant and to take easements or rights of way in, under, over, and across the Leased Premises, in which event, Lessor shall only be entitled to compensation for damages to improvements of the Lessee destroyed or damaged thereby, but not to damages for loss of use of the Leased Premises.

24. <u>Nondiscrimination Assurances</u>

A. The Lessee, for itself, its successors, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the Leased Premises or ramp, for a purpose for which Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the Lease shall maintain and operate such facilities and services in compliance with all requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as the regulations may be amended.

B. The Lessee, for itself, its successors, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that:

(i) no person on the grounds of race, color, religion, sex, sexual orientation, disability, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the Leased Premises or ramp; (ii) that in construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the grounds of race, color, religion, sex, sexual orientation, disability, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; and (iii) that the Lessee shall use the Leased Premises and ramp in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Non-discrimination in Federally Assisted Programs of the Department of Transportation, and as the regulations may be amended.

C. Lessee assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to ensure that no person shall on the grounds of race, creed, color, religion, disability, national origin, sex, or sexual orientation be excluded from participating in any contracting, leasing, or employment activities covered in 14 CFR Part 152, Subpart E. Lessee assures that no person shall be excluded, on these grounds, from participating in or receiving the services or benefits of any program or activity covered by this subpart. Lessee assures that it will require that its covered suborganizations provide assurances to the Lessee that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

D. Lessee agrees to operate the Leased Premises for the use and benefit of the public and to furnish good, prompt and efficient services adequate to meet all the demands for its services at the Airport, to furnish service on a fair, equal, and not unjustly discriminatory basis to all users thereof, and to charge fair, reasonable, and not unjustly discriminatory prices for each unit of service, provided that Lessee may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

25. <u>Miscellaneous</u>:

A. This Lease and all of its covenants and provisions shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors, subtenants, and approved assigns.

B. This Lease and any amendments hereto are subject to prior approval of the Federal Aviation Administration.

C. Lessee is leasing the Leased Premises "AS IS, WHERE IS, WITH ALL FAULTS" in its present condition. Lessor makes no representation or warranties of any kind or character, express or implied, with respect to the Leased Premises, including but not limited to, any warranty or representation as to suitability or fitness for a particular purpose, title, zoning, physical or environment conditions, utilities, governmental approvals, the compliance of the Leased Premises with governmental and environment laws and regulations, the truth, accuracy or completeness of any

document or other information provided to Lessee by Lessor or any other person, or any other matter or thing regarding the Leased Premises.. Lessor shall be under no obligation to maintain the Leased Premises or the Pueblo Memorial Airport or any part thereof in a particular location or condition. If the Pueblo Memorial Airport shall permanently close or relocate, the use restrictions stated in section 5 shall not apply, and the Lessee may use the Leased Premises for any lawful use or purpose allowed by the then existing Pueblo Municipal Code, or in the alternative, Lessee may terminate this Lease upon thirty (30) days prior written notice given to Lessor.

D. The Lessee represents that it has inspected the Airport, Leased Premises, and facilities and accepts the conditions of same and fully assumes the risk incident to the use thereof. The Lessor shall not be liable to the Lessee for any damages or injuries to the property or personnel of the Lessee which result from hidden, latent, or other dangerous conditions on the Airport or Leased Premises. Lessee's taking of possession of the Leased Premises shall be conclusive evidence that Lessee accepts the Leased Premises in its present condition and that the Leased Premises is in good and satisfactory condition at the time such possession was taken.

E. The acts and omissions of Lessee's employees, agents, contractors, and guests shall be imputed to Lessee for purposes of this Lease.

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

G. Nothing in this Lease is intended, nor should it be construed, to create or extend any rights, claims or benefits or assume any liability for or on behalf of any third party, or to waive any immunities or limitations otherwise conferred upon the Lessor under or by virtue of federal or state law, including but not limited to the Colorado Governmental Immunity Act, C.R.S. §24-10-101, et seq.

H. This Lease contains the entire and exclusive agreement between the parties relating to the Leased Premises and may not be amended except by written instrument signed by the parties. Neither party shall be, or hold itself out as, agent of the other or as joint venturers or partners under this Lease.

I. This Lease shall be governed by the laws of the State of Colorado. Venue for any action arising under this Lease or for the enforcement of this Lease shall be in a state court with jurisdiction located in Pueblo County, Colorado.

J. Each person signing this Lease on behalf of a party represents and warrants that he or she has the requisite power and authority to enter into, execute, and deliver this Lease on behalf of such party and that this Lease is a valid and legally binding obligation of such party enforceable against it in accordance with its terms.

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

LESSOR:

CITY OF PUEBLO,
a Municipal Corporation

By_____
Nicholas A. Gradisar

Title: Mayor

Attest:

_____
City Clerk

Approved as to form:

_____
City Attorney

LESSEE:

Southern Colorado Flight Professionals, LLC
a Colorado limited liability company

By_____
Grant von Ahlefeldt

Title:_____

Exhibit A

City Clerk's Office Item # N-7

BACKGROUND PAPER FOR PROPOSED ORDINANCE

COUNCIL MEETING DATE: May 23, 2022

TO: President Heather Graham and Members of City Council

CC: Nicholas A. Gradisar, Mayor

VIA: Marisa Stoller, City Clerk

FROM: Scott Hobson, Acting Director of Planning and Community Development

SUBJECT: AN ORDINANCE AMENDING ZONING RESTRICTIONS TO REZONE LOTS 1-8, BLOCK 1; LOTS 1-4, BLOCK 2 AND LOTS 1-2, BLOCK 3 RIVER'S RUN SUBDIVISION FROM B-P, BUSINESS PARK AND B-2, SUBREGIONAL BUSINESS DISTRICT TO R-5, MULTIPLE RESIDENTIAL AND OFFICE DISTRICT

SUMMARY:

The applicant is requesting to rezone 23.61-acres located north of and east of South Joplin Avenue and north of South Portland Avenue from B-P, Business Park and B-2, Subregional Business District to R-5, Multiple Residential and Office District.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

The Planning and Zoning Commission approved the River's Run Master Development Plan, Case No. MP-04-01 in 2004. The Master Plan called for rezoning the entire 67.93-acre site from I-3, Heavy Industrial to a mixture of B-P, B-2, R-4, and R-2 to facilitate the development of a mixed-use neighborhood on the historic Walter's Brewery site and within the City's lower Eastside Neighborhood. New owners of the River's Run Subdivision are requesting to deviate from the approved master plan and rezone the southwestern portion of the project area from light industrial/commercial to a multifamily residential/office use to better compliment the single-family development planned for the northern portion of the project site. Currently, the B-P and B-2 zone districts sit directly south of the R-2 zoned single-family residential lots. Municipal Code B-P Performance Standards restrict structures from being constructed within 100-feet of a residential zone district, making future development in the BP Zone District challenging (§17-4-5, (4)). Furthermore, light-industrial uses located adjacent to residential uses are not harmonious and have the potential to create negative externalities for the residents. Uses within the B-2, Subregional Business District are limited to service and offices uses, such uses are generally included within the R-5 Zone District. The applicant indicates in his rezoning request that he intends to develop an apartment complex adjacent to Joplin Avenue and either office or multifamily uses north of South Portland Avenue, which would better compliment the adjacent single-family uses to the north. The existing lots being rezoned exceed the 5,000 square foot minimum and as resubdivided will continue to exceed the minimum area requirement. To

accomplish the proposed development, the applicant is also requesting to vacate a portion of Fir Street, drainage/utility easements, and resubdivide Lots 1-8, Block 1. Planning staff concurs with the applicant and supports the rezoning, vacation, and resubdivision to introduce more compatible development within the southern portion of the River's Run community.

The property is designated as a Special Development Area in the Pueblo Regional Comprehensive Plan, 2002. These areas call for the careful planning of undeveloped lands due to significant development and/or open space potential in strategic locations. The Comprehensive Plan indicates that a Master Plan must be prepared prior to development in Special Development Areas. The River's Run Master Development Plan was approved by the Planning and Zoning Commission in 2004. The master plan includes provisions for a mixture of B-P, B-2, R-4, and R-2 zone districts.

FINANCIAL IMPLICATIONS:

There are no financial implications for the City.

BOARD/COMMISSION RECOMMENDATION:

The Planning and Zoning Commission, at their March 9, 2022 Regular Meeting, voted 7-0 to recommend approval.

STAKEHOLDER PROCESS:

The Planning Department sent out Notice of the Planning and Zoning Commission Public Hearing to all property owners located within 300 feet of the subject property.

A Public Notice poster was placed on the subject property 15 days prior to the Public Hearing.

ALTERNATIVES:

If City Council does not approve this Ordinance the property will not be zoned in accordance with the Pueblo Municipal Code.

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

RECOMMENDATION:

Approval of the Ordinance.

Attachments:
Proposed Ordinance
Minutes of the Planning and Zoning Commission March 9, 2022, Public Hearing
Planning and Zoning Commission Staff Report with Attachments and Exhibits

ORDINANCE NO._____

AN ORDINANCE AMENDING ZONING RESTRICTIONS TO REZONE LOTS 1-8, BLOCK 1; LOTS 1-4, BLOCK 2 AND LOTS 1-2, BLOCK 3 RIVER'S RUN SUBDIVISION FROM B-P, BUSINESS PARK AND B-2, SUBREGIONAL BUSINESS DISTRICT TO R-5, MULTIPLE RESIDENTIAL AND OFFICE DISTRICT

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

SECTION 1.

The zoning restrictions covering the following described property, and in addition half of all adjacent dedicated roadway and alley rights-of-way, together generally identified in the attached Rezone Exhibit, is hereby changed from B-P, Business Park and B-2, Subregional Business District to R-5, Multiple Residential and Office District:

B-P to R-5
Lots 1 through 8, Block 1 together with Lots 1 through 4, Block 2, River's Run Subdivision as recorded under Reception Number 1651798 in the Records of the Pueblo County Clerk and Recorder.

B-2 to R-5
Lots 1 and 2, Block 3, River's Run Subdivision as recorded under Reception Number 1651798 in the Records of the Pueblo County Clerk and Recorder.

Total Area to be Rezoned = 23.61 Acres

SECTION 2.

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

SECTION 3.

This Ordinance shall become effective immediately upon final action by the Mayor and City Council.

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on _____.

Final adoption of Ordinance by City Council on _____.

_____
President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____based on the following objections:

_____
_____
_____
_____

_____
Mayor

Action by City Council After Disapproval by the Mayor:

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

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

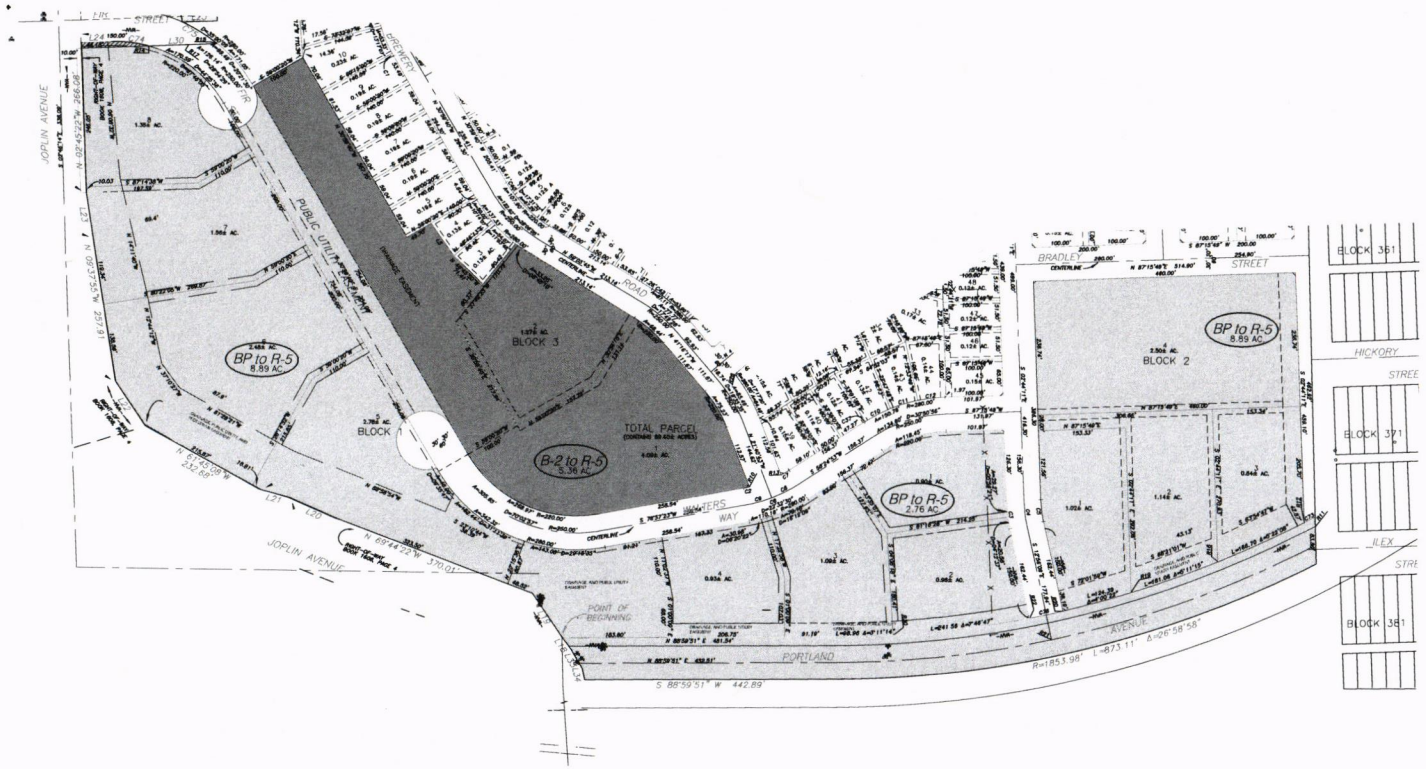
☐ Council action on _____failed to override the Mayor's veto.

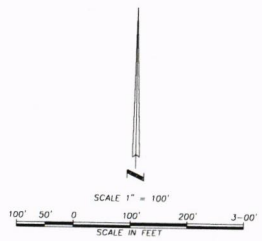
_____
President of City Council

ATTEST

_____
City Clerk

ZONING MAP AMENDMENT EXHIBIT





Total Area to be Rezoned = 23.61 Acres

Legal description of Rezoning areas as follows:

B-P to R-5

Lots 1 through 8, Block 1 together with Lots 1 through 4, Block 2, River's Run Subdivision as recorded under Reception Number 1651798 in the Records of the Pueblo County Clerk and Recorder.

B-2 to R-5

Lots 1 and 2, Block 3, River's Run Subdivision as recorded under Reception Number 1651798 in the Records of the Pueblo County Clerk and Recorder.

VICINITY MAP
(NOT TO SCALE)

DK Horn Engineering & Design Inc.
244 S. PRAIRIE AVE
PUEBLO, CO 81005
TEL: 719.696.8274

PREPARED UNDER THE DIRECT SUPERVISION OF:
Dalton Kay Horn, PE
STATE OF COLORADO REGISTERED NO. 47666

Designed KDJ
Detailed KDJ
Checked DKH
Date 02-09-2022

River's Run Subdivision 1st Amendment
ZONING MAP AMENDMENT EXHIBIT

Revision No.	Comment	By	Check Approved

Scale
Horizontal: 50'
Vertical: 5'
Sheet No.
R22

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Sarah Martinez
City Council Representative

city of PUEBLO colorado
Planning & Zoning Commission

Christopher Pasternak

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

MINUTES OF REGULAR MEETING
City of Pueblo, Colorado
Wednesday, March 9, 2022 – 3:30 p.m.
City Council Chambers, 1 City Hall Place

Join Zoom Meeting online:
https://pueblo.zoom.us/j/92717867722?pwd=WUdnaHVGbnlCdHRrUHNFZnpPWG1Ydz09

Join Zoom Meeting by phone:
+1 669 900 6833 US (San Jose)
+1 346 248 7799 US (Houston)
Online and phone Meeting ID and Password:
Meeting ID: 927 1786 7722
Passcode: 195462

MEETING CALLED TO ORDER

The meeting was called to order at 3:38 p.m. with Commissioner Castellucci presiding.
The meeting was held at City Council Chambers, 1 City Hall Place, commissioners, applicants, and the public participated in person and via Zoom.

Commissioners Present: Mike Castellucci, Patrick Avalos, Cheryl Spinuzzi, Alexandra Aznar, Christopher Pasternak, Sarah Martinez, and Lisa Bailey.

Commissioners Absent: none

Staff Members Present: Dan Kogovsek, City Attorney; Scott Hobson, Acting Director for Department of Planning and Community Development; Beritt Odom, Principal Planner; Wade Broadhead, Senior Planner; Danielle Baxter, Planner; John Sakariason, Stormwater Coordinator; and Joe Martellaro, Associate Engineer II.

APPROVAL OF AGENDA

A Motion was made by Bailey to approve the agenda with changes to move V-21-03 & S-21-10 to April 13, 2022, hearing and move Z-21-16, V-21-04, and S-21-12 to March 23, 2022, hearing. Seconded by Aznar.

Motion passed 7-0.

5a. Z-22-01: Rezone: Rezoning of 23.61 acres from B-P, Business Park to R-5, Mixed Residential and Office District, Lots 1 through 4, Block 2, River's Run Subdivision. Generally located north and east of S. Joplin Ave. and north of S. Portland Ave.

Staff report by Beritt Odom.

BACKGROUND AND ANALYSIS:

The Planning and Zoning Commission approved the River's Run Master Development Plan, Case No. MP-04-01 in 2004. The Master Plan called for rezoning the entire 67.93-acre site from I-3, Heavy Industrial to a mixture of B-P, B-2, R-4, and R-2 to facilitate the development of a mixed-use neighborhood on the historic Walter's Brewery site and within the City's lower Eastside Neighborhood. New owners of the River's Run Subdivision are requesting to deviate from the approved master plan and rezone the southwestern portion of the project area from light industrial/commercial to a multifamily residential/office use to better compliment the single-family development planned for the northern portion of the project site.

Currently, the B-P and B-2 zone districts sit directly south of the R-2 zoned single-family residential lots. Municipal Code B-P Performance Standards restrict structures from being constructed within 100-feet of a residential zone district, making future development in the BP Zone District challenging (§17-4-5, (4)). Furthermore, light-industrial uses located adjacent to residential uses are not harmonious and have the potential to create negative externalities for the residents. Uses within the B-2, Subregional Business District are limited to service and offices uses, such uses are generally included within the R-5 Zone District.

Mr. Haaga indicates in his rezoning request, that he intends to develop an apartment complex adjacent to Joplin Ave. and either office or multifamily uses north of S. Portland Ave., which would better compliment the adjacent single-family uses to the north. In order to accomplish the proposed development, the applicant is also requesting to vacate a portion of Fir Street, drainage/utility easements, and resubdivide Lots 1-8, Block 1. Planning staff concurs with Mr. Haaga and supports the rezoning, vacation, and resubdivision as a means to introduce more compatible development within the southern portion of the River's Run community.

PLANNING AND COMMUNITY DEVELOPMENT COMMENTS

CHARACTER AND COMPATIBILITY:

- **Site Character:**
  The subject property is unimproved, single-family residences are currently being constructed to the north of the site.

- **Neighborhood Compatibility:**

North	R-2, Single-Family Residential: construction of the single-family homes along Rivers Run Avenue.
East	I-3, Heavy Industrial: historic business records indicate the site has been home to Auto Body, Auto Detail, and Contractor uses.

South	South of S. Joplin Ave., S-3, Flood Plain District: unimproved land. South of S. Portland Ave., Pueblo County I-3, Heavy Industrial: Tony J. Beltramo and Sons Construction Yard.
West	I-3, Heavy Industrial: primarily unimproved with the exception of two single-family residences. S-3, Flood Plain District: unimproved land.

- **Comprehensive Plan Compliance:**

  The subject property lies within a Special Development Area identified in the Pueblo Regional Comprehensive Plan, 2002. These areas call for the careful planning of undeveloped lands due to significant development and/or open space potential in strategic locations. The Comprehensive Plan further contends that a Master Plan must be prepared prior to development in Special Development Areas. The River's Run Master Development Plan was approved by the Planning and Zoning Commission in 2004. The master plan includes provisions for a mixture of B-P, B-2, R-4, and R-2 zone districts.

  The current property owner is requesting to deviate from the approved master plan by rezoning the B-P and B-2 zone districts to R-5, facilitating multifamily residential and office development. Staff supports the rezoning request as multifamily and office uses are more compatible with the established single-family residential uses located directly north of the rezoning site.

ABILITY TO COMPLY WITH THE PROPOSED ZONE DISTRICT:

- **Minimum lot size and area:**

  R-5 lot size depends upon the use, the minimum required lot size is 3,000 square feet for a single-family use; 5,000 square feet for other permitted uses; and 1,000 square feet per dwelling unit for multifamily uses of six dwelling units or more.

  - All existing lots being rezoned exceed the 5,000 square foot minimum and as resubdivided will continue to exceed the minimum area requirement.

APPLICATION REQUIREMENT PER §17-6-1 OF THE PUEBLO MUNICIPAL CODE

The applicant's name and address and the name and address of any person, firm or corporation represented by such applicant in the application

- Comments **The application contains applicant's information.**

The interest of the applicant and the interest of the person, firm or corporation represented by the applicant, be it legal, sales development, operation or other interest.

- Comments **The property owner is the applicant.**

The nature of the amendment and a legal description of the property that would be affected by the amendment.

- Comments **A full legal description of the property was provided with the application and is attached to the staff report.**

A general description of the proposed development to the distance which will be affected; such description including subjects of environmental effect, economic effect and traffic effect, if any; and such description carried out in scope and detail to the extent needed to support the requested amendment and as may be required by the Planning and Zoning Commission.

- ❑ Comments **The applicant proposes to implement multi-family residential development and office/light commercial uses.**

A tentative site plan showing proposed structures, uses, open spaces, facilities for parking and loading and arrangements for pedestrian and vehicular circulation.

- ❑ Comments **A site plan has not been provided.**

A statement of the proposed time schedule for beginning and completion of development.

- ❑ Comments **The applicant indicated that redevelopment may begin in 2022.**

A statement reasonably indicating the applicant's economic responsibility and capability of accomplishing the development for which a zoning amendment is requested.

- ❑ Comments **The application did not include information regarding the applicant's economic responsibility and capability.**

REFERRAL AGENCIES AND COMMENTS:

- City Wastewater- "The flow analysis between the existing zoning and the proposed zoning was not provided," email from Sonia Mondragon, February 22, 2022.

RECOMMENDED ACTION:

- Staff recommends the Planning and Zoning Commission make a recommendation to City Council that the zoning map amendment be **APPROVED**.

HEARING: Castellucci asked for clarification that the rezone would make the proposed zone more compatible with existing single-family residences. Ms. Odom confirmed this statement. Aaron Haaga (6375 S Highland Dr, Salt Lake City, UT) was sworn in to speak on behalf of the application. Mr. Haaga added that the rezone supports current development so there is a better buffer between the industrial areas and residential neighborhoods. Ms. Martinez asked what the completion date of development is. Mr. Haaga stated they are developing 67 acres in multiple phases. Once the rezone is complete, they are looking to construct the apartment complex this summer; it may take five to seven years for the entire build out of the community.

No one spoke in support or opposition of the application.

MOTION: Motion to recommend approval of Z-22-01 to City Council was made by Bailey, second by Pasternak.

MOTION PASSED 7-0

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Sarah Martinez
City Council Representative

city of PUEBLO colorado
Planning & Zoning Commission

Christopher Pasternak

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

Z-22-01

TO:	City of Pueblo, Planning and Zoning Commission
FROM:	Beritt Odom, Principal Planner
THROUGH:	Scott Hobson, Acting Director of Planning and Community Development
DATE:	March 9, 2022
SUBJECT:	Rezone from B-P, Business Park and B-2, Subregional Business District to R-5, Multiple-Residential and Office District
APPLICANT:	Keith Isberg, DK Horn Engineering
PROPERTY OWNER:	Aaron Haaga, Ambrose Real Estate LLC
LOCATION:	Generally located north and east of S. Joplin Ave. and north of S. Portland Ave. (Lots 1-8, Block 1; Lots 1-4, Block 2; and Lots 1-2, Block 3 River's Run Subdivision)
CONCURRENT REQUESTS:	V-22-01 River's Run Subdivision Right-of-way and Easement Vacation S-22-01 River's Run Subdivision 1st Amendment RPB-22-01 River's Run Subdivision Rearrangement of Property Boundaries, rearrange Lots 1-4, Block 2 into Parcel A RPB-22-02 River's Run Subdivision Rearrangement of Property Boundaries, rearrange Lots 1-2, Block 3 into Parcel B

REQUEST:
The applicant is requesting to rezone the 25.9-acre project site, located north and east of S. Joplin Ave. and north of S. Portland Ave, from B-P and B-2 to R-5 to facilitate multifamily residential and office development.

BACKGROUND AND ANALYSIS:

The Planning and Zoning Commission approved the River's Run Master Development Plan, Case No. MP-04-01 in 2004. The Master Plan called for rezoning the entire 67.93-acre site from I-3, Heavy Industrial to a mixture of B-P, B-2, R-4, and R-2 to facilitate the development of a mixed-use neighborhood on the historic Walter's Brewery site and within the City's lower Eastside Neighborhood. New owners of the River's Run Subdivision are requesting to deviate from the approved master plan and rezone the southwestern portion of the project area from light industrial/commercial to a multifamily residential/office use to better compliment the single-family development planned for the northern portion of the project site.

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the rezoning request as multifamily and office uses are more compatible with the established single-family residential uses located directly north of the rezoning site.

ABILITY TO COMPLY WITH THE PROPOSED ZONE DISTRICT:

- **Minimum lot size and area:**
  R-5 lot size depends upon the use, the minimum required lot size is 3,000 square feet for a single-family use; 5,000 square feet for other permitted uses; and 1,000 square feet per dwelling unit for multifamily uses of six dwelling units or more.
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- Comments **The applicant indicated that redevelopment may begin in 2022.**

A statement reasonably indicating the applicant's economic responsibility and capability of accomplishing the development for which a zoning amendment is requested.

- Comments **The application did not include information regarding the applicant's economic responsibility and capability.**

REFERRAL AGENCIES AND COMMENTS:

- City Public Works-No comment
- City Transportation-No comment
- City Law Department-No comment
- Pueblo Regional Building Department-No comment
- City Fire Department-No comment
- City Wastewater-"The flow analysis between the existing zoning and the proposed zoning was not provided," email from Sonia Mondragon, February 22, 2022.
- City Stormwater-No comment
- City Parks and Recreation Department-No comment
- Xcel Energy-No comment

- Black Hills Energy-No comment
- CDOT-No comment

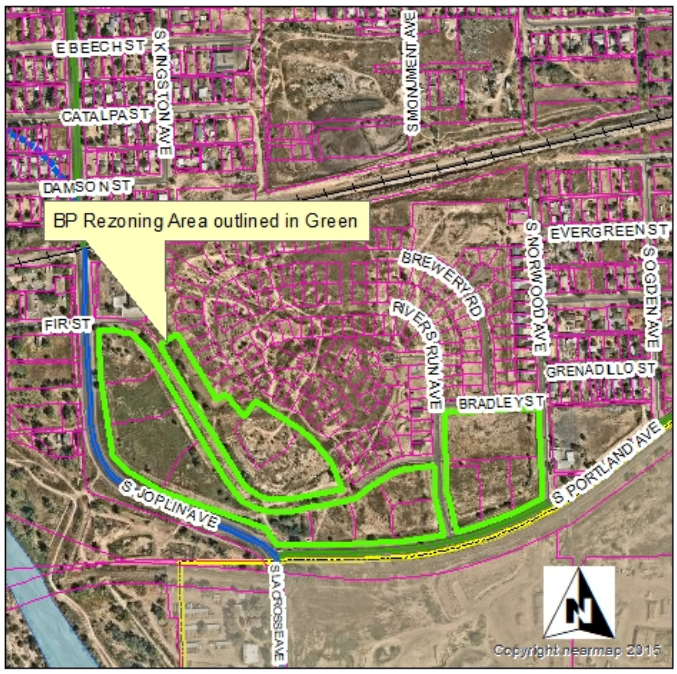
RECOMMENDED ACTION:

Staff recommends the Planning and Zoning Commission make a recommendation to City Council that the zoning map amendment be **APPROVED**.

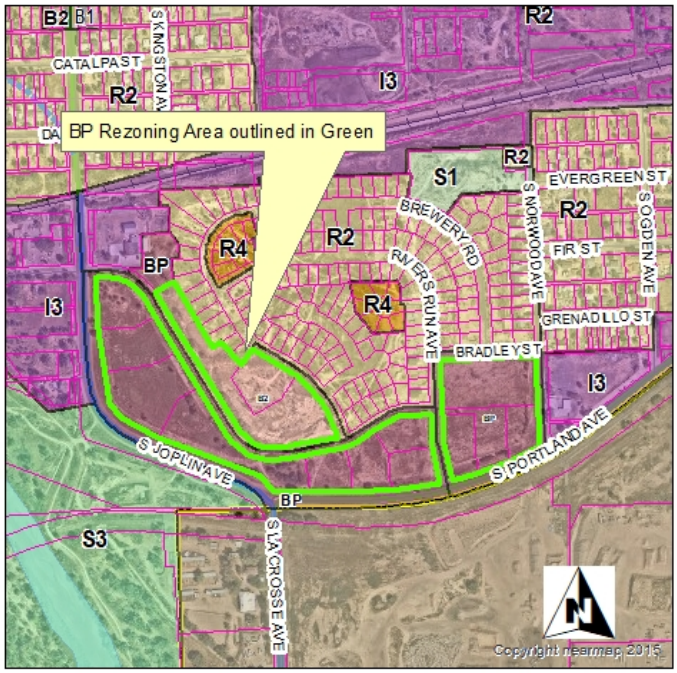
ATTACHMENTS:

A. Arial Photograph
B. Zoning Map
C. Comprehensive Plan Map
D. Site Photographs
E. R-5 Zone District Information Sheet
F. River's Run Rezoning Plan, Master Development Plan
G. Application and Statement of Facts
H. Rezoning Exhibit

ATTACHMENTS:



A. Aerial Photograph



B. Zoning Map



C. Comprehensive Plan Map



Public Notice Poster



Looking West from Walters Way



Memorial Heights Rezoning site looking south from Central Main Street

city of PUEBLO colorado
Planning & Community Development
211 East D Street | Pueblo, Colorado 81003 | Tel 719-553-2259 | Fax 719-553-2359 | TTY 719-553-2611 | www.pueblo.us

Zone District: R-5 (Multiple-residential and Office District)

Purpose. The standards of this district (R-5) are designed to retain and provide areas of high density multifamily dwelling unit structures with limited commingling of professional offices and studios.

Setbacks:	Front	25’	Side	5’	Rear	15’
Coverage:	50%					
Floor Area Ratio	2	Floor Area / Land Area				
Max. Height	Unlimited	(See Section 17-4-6 for additional setbacks required for structures over 35’ in height)				
Minimum Lot Width:	50’					
Minimum Lot Size:	3,000 Square Feet (*1)					

(*1) Three (3) to five (5) family dwelling unit structures shall have one thousand five hundred (1,500) square feet of lot area per dwelling unit.

(*1) Six (6) or more family dwelling unit structures and other permitted uses shall have a minimum of eight thousand (8,000) square feet of lot area or one thousand (1,000) square feet per dwelling unit, whichever is greater and, if one (1) to three (3) habitable stories, shall provide at least twenty percent (20%) of the parcel in landscaped open space; if over four (4) habitable stories, shall provide at least fifty percent (50%) of the parcel in landscaped open space. Up to one-half (1/2) of the required open space may be in the form of balconies of at least four (4) feet wide on roofs developed and maintained as garden or recreation areas, but in no case shall space provided for off-street parking, loading or road access ways be counted as open space; and provided that the other permitted uses shall provide a parcel of land at least five thousand (5,000) square feet.

Single Family Homes:	§ 17-4-11 Single family home placement standards
Performance standards:	§ 17-4-4(b)
Outdoor Lighting	§ 17-4-52 Outdoor Lighting Performance Standards.
Off Street Parking	§ 17-4-43 Off-street parking non-residential.
Landscape:	Required. § 17-4-7
Public Sidewalks:	§ 17-4-44

Permitted Uses § 17-4-51(c)

Uses by right.

1. Accessory community garden
2. Accessory dwelling unit, established
3. Accessory heliport, emergency medical
4. Art gallery
5. Assisted living facility
6. Beauty salon or barbershop
7. Bed and breakfast home
8. Bed and breakfast inn
9. Boarding-house
10. Child care center
11. Civic club
12. Home, Children
13. Home, Disabled
14. Home, elderly
15. Hospital
16. Manufactured home, one-family
17. Mixed Use
18. Museum
19. Office, general
20. Office, medical
21. Office, professional
22. Parking lot
23. Photography studio
24. Religious institution
25. Residence, condominium
26. Residence, multi-family
27. Residence, one-family
28. Residence, three and four family
29. Residence, townhouse
30. Residence, two-family (duplex)
31. Urgent care facility
32. Wedding facility

Uses by review.

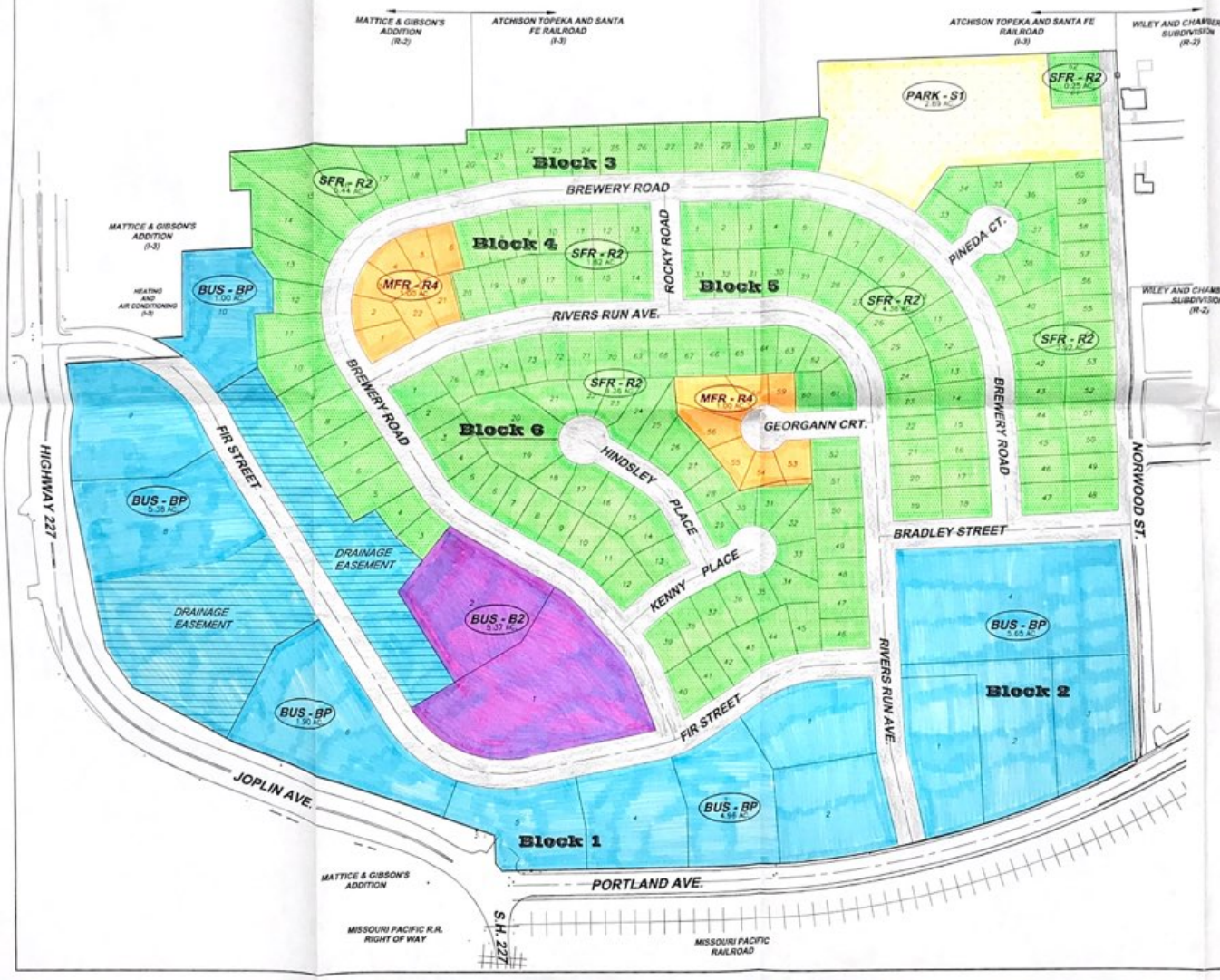
1. Accessory commissary
2. Accessory drive-thru
3. Accessory emergency generator
4. Accessory pigeon and dove keeping
5. Adult day service center
6. Broadcasting studio
7. Catering service
8. Charitable institution
9. Commercial, established
10. Community center
11. Crematory
12. Financial institution
13. Funeral home
14. General service
15. Group care facility
16. Halfway house
17. Heliport, emergency medical
18. Hospice care facility
19. Instructional studio
20. Massage establishment
21. Mortuary
22. Nursing home
23. Parks, trails and open space
24. Public utilities
25. Recreation facilities, indoor
26. Restaurant
27. Restaurant, carry-out
28. School, trade
29. Student Housing
30. Theater, general

Conditional uses:

1. Accessory antenna
2. Accessory commercial patio
3. Accessory medical marijuana home cultivation
4. Accessory solar array
5. Artist studio
6. Child care home
7. Community garden
8. Development in floodplain
9. Home based business
10. Legal non-conforming uses
11. Live-work unit
12. Temporary construction yard
13. Mobile food vendor
14. Temporary model home (sales office)

RIVER'S RUN REZONING PLAN

A portion of Mattice and Gibson's Addition together with certain vacated streets and alleys, being part of the SE 1/4 of Section 31, and part of the SW 1/4 of Section 32, Township 20 South, Range West of the Sixth Principal Meridian. Pueblo County, State of Colorado.



TOTAL SITE: ±67.93 ACRES

Land Use Table

TYPE	ZONE DISTRICT	UNITS	ACRES	DENSITY (Units/Acre)
SFR - Single Family Residential	R-2	178	25.00	7.04
MFR - Multi-Family Residential	R-4	15	2.00	7.50
BUS - Business	B-2	2	3.43	0.58
BP - Business Park	BP	14	16.41	0.85
Road Right-of-Way (60-FT)	N/A	N/A	13.78	N/A
* Park	N/A	1	2.89	N/A
* Detention Easement	N/A		4.42	N/A

* Park to be dedicated to City of Pueblo. Drainage easement acreage approximate.

Non Residential

TYPE	ZONE DISTRICT	AREA (ACRES)	PHASE 1 (ACRES)	PHASE 2 (ACRES)	PHASE 3 (ACRES)
BUS - Business	B-2	3.43	0	2.14	1.29
BP - Business Park	BP	15.41	15.41	0	1
* Park	N/A	2.89	0	2.89	0
*Detention Easement	N/A	4.42	2.48		1.94

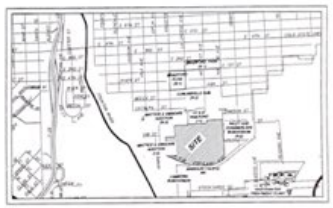
General Notes:

1. Open space consists of park to be dedicate to City of Pueblo.
2. Park acreage is 10.7% of the total residential land use.
3. Drainage easement acreage is approximate until drainage plan is finalized.
4. Drainage easement maintenance shall be the responsibility of the property owner.
5. Drainage easement acreage is 16.9% of the total non-residential acreage.
6. Use area boundaries as shown are approximate.
7. Lot layout is approximate.

Scale 1" = 100'

100 50 0 100 200 300

SCALE IN FEET



VICINITY MAP

SCALE: 1"=2000'

Mangini Reeves, Inc.
Professional Engineers and Professional Land Surveyors
4718 N. Elizabeth St. Suite A ~ Pueblo, CO (719-544-0865)

city of PUEBLO colorado

Planning & Community Development

211 East D Street | Pueblo, Colorado 81003 | Tel 719-553-2259 | Fax 719-553-2359 | TTY 719-553-2611 | www.pueblo.us

Planning & Zoning Map Amendment Application (Rezoning)

Please type or print clearly. Illegible applications will not be accepted. Case #: _____

Property Owner	
Name: Aaron Haaga	
Company: Ambrose Real Estate LLC	
Address: 6375 S. Highland Dr. Salt Lake City,UT	Zip: 84121-6561
Phone: (801) 706-5919	Email: Aaron@stonebrook.com
Applicant	
Name: Aaron Haaga	
Company: Ambrose Real Estate LLC	
Address: 6375 S. Highland Dr. Salt Lake City,UT	Zip: 84121-6561
Phone: (801) 706-5919	Email: Aaron@stonebrook.com
Person or Firm Representing (If Different From) Owner or Applicant	
Name: Keith Isberg	
Company: DK Horn Engineering	
Address: 2441 S Prairie Ave, Pueblo, CO	Zip: 81005
Phone: (719) 696-8274	Email: keith@dkheng.com
*The **applicant** will be the primary contact unless otherwise noted.*	
Project Location: (address or general description) NE Corner of Portland Ave. and Jopline	
Parcel# See Attached	
Legal Description: See Attached	
Subdivision: Rivers Run	Acreage: 25.9
Existing Zone District: R-2 and B-P Refer to attachment	**Proposed Zone District:** R-5

7-29-20

Purpose of this Application:

- ☑ To permit development of the property not allowed under the existing zone district.
- ☐ To provide proper zone district in conjunction with the subdivision plan for the area.
- ☐ In conjunction with the Annexation petition to annex the property in a use different than the existing Pueblo County Zoning.
- ☐ Other (specify): _____

(Continued from previous page)

Statement of Facts:
Justifying the zone change request. Be specific; use additional sheets if necessary.

See attached

Description of area surrounding proposed development:

See attached.

A general description of the proposed development to the distance which will be affected; such description including subjects of environmental effect, economic effect and traffic effect, if any; and such description carried out in scope and detail to the extent needed to support the requested amendment and as may be required by the Planning and Zoning Commission.

See attached.

☑ A tentative site plan showing proposed structures, uses, open spaces, facilities for parking and loading and arrangements for pedestrian and vehicular circulation.

Estimated date for beginning project: MARCH 1, 2022

Estimated date for completion of project: MARCH 1, 2024

A statement reasonably indicating the applicant's economic responsibility and capability of accomplishing the development for which a zoning amendment is requested.

☑ CD with DWF and DWG (Autocad) file of all plans and drawings & a PDF of all documents submitted. **(if applicable)**

By signing below, the Property Owner and Applicant are representing that each understands and agrees to the following terms:

1. Authorized personnel from the City of Pueblo, are hereby granted the right to enter the subject property for the purposes of reviewing and processing the application, including Certificate of Occupancy Inspections.

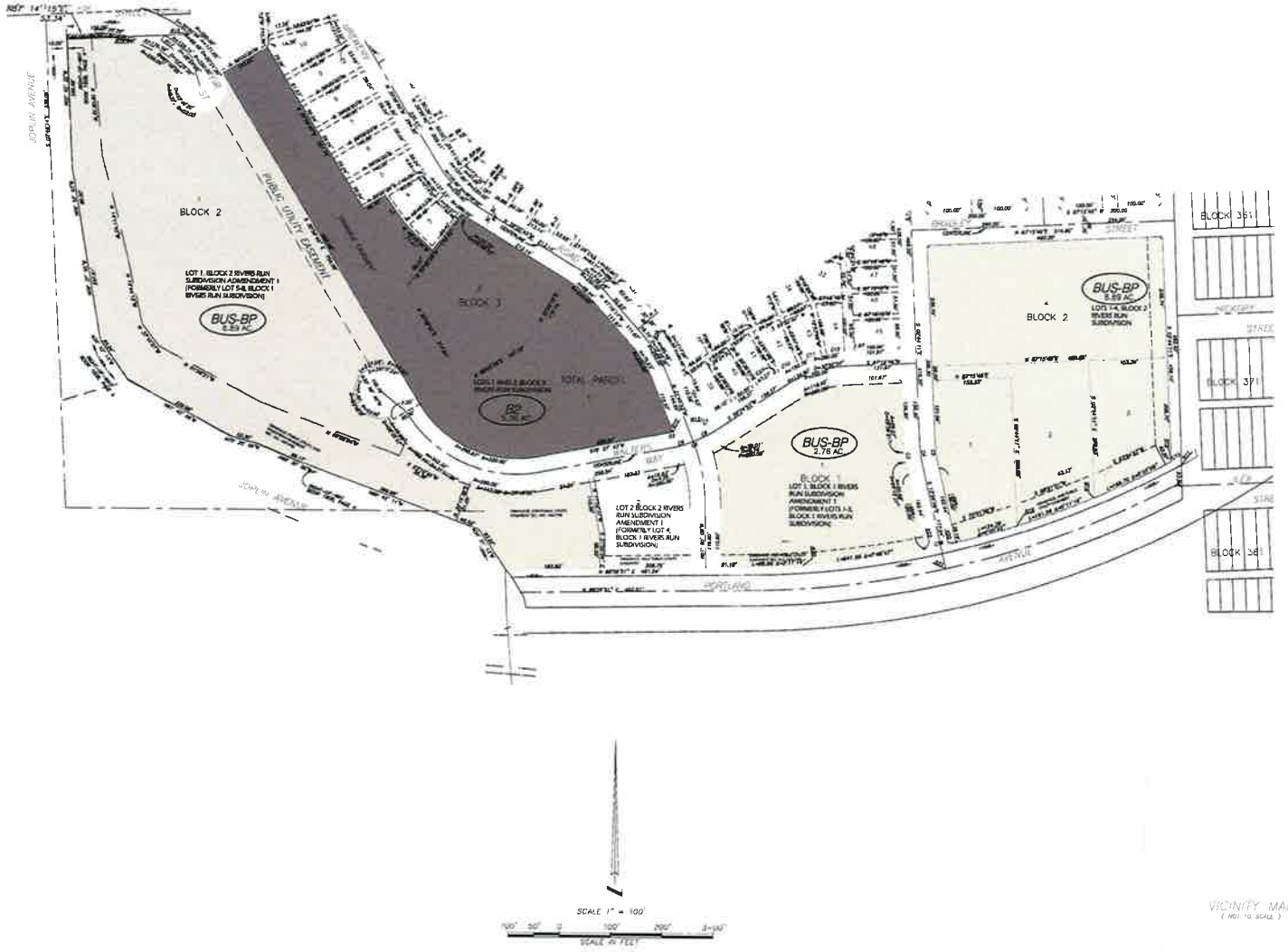
Office Use Only

Zoning Compliance (Completed by City Staff)	
Application received by:	Date:
Application checked for completeness by:	Date:
Case Manager:	Fee Paid:
Hearing date: ☐ Approved ☐ Denied ☐ Approved w/conditions	

2. There are no known hazards or vicious animals present on the subject property.
3. All information contained in this application, is true and accurate to the best of my knowledge.
4. The City of Pueblo is under no obligation to approve the request contained in this application. No promises of approval are conveyed with the acceptance of this application.

Property Owner			
Print Name:	Ambrose Real Estate, LCC		
Signature:		Date:	1/7/22
Applicant, if different from Property Owner			
Print Name:			
Signature:		Date:	

EXISTING ZONING EXHIBIT



DK Horn Engineering & Design Inc.

2441 S PRAIRIE AVE
PUEBLO, CO 81005
TEL 719 696 8274

PREPARED UNDER THE DIRECT SUPERVISION OF
Dukes Kay Horn, PE
COLORADO REGISTRATION NO. 43686

Designed RD
Drawn VD
Checked DKH
Date 01-10-2022

River's Run Subdivision 1st Amendment

EXISTING ZONING EXHIBIT

Scale
Horizontal 50'
Vertical 5'
Sheet No.
R27

February 22, 2022

The City Planning and Zoning Commission will hold a public hearing on requests from **Ambrose Real Estate, LLC** for the approval of the following application(s) generally located north and east of S. Joplin Ave. and north of S. Portland Ave.

Z-22-01 River's Run Rezoning: Rezoning of 23.61 acres from B-P, Business Park to R-5, Mixed Residential and Office District

V-22-01 Rivers' Run Subdivision Right-of-Way and Easement Vacation: Vacation of a portion of Fir Street and multiple easements within Blocks 1 and 2.

S-22-01 River's Run Subdivision 1st Amendment: Re-subdivision of 12.88 (13 lots) into three multi-family residential lots.

The Planning and Zoning Commission meeting will be held on March 9, 2022, at 3:30 p.m., in City Council Chambers, 1 City Hall Place, Pueblo, CO or by Zoom: https://pueblo.zoom.us/j/92717867722?pwd=WUdnaHVGbnlCdHRrUHNFZnpPWG1Ydz09, Meeting ID: 927 1786 7722, Passcode: 195462, Telephone: 1 346 248 7799 US (Houston), 1 669 900 6833 US (San Jose). You are welcome to attend this public hearing and express your viewpoint concerning this proposal. To review the plans and staff report for the proposed application, please visit www.pueblo.us/PandZ and click on "Most Recent Agenda" no sooner than the Friday prior to the hearing. **Please contact the planner listed below if you have questions.**

Scott Hobson, Acting Director
Planning & Community Development
By **Beritt Odom**, Principal Planner
(719) 553-2339

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Scott Hobson, Acting Director
Planning & Community Development
By **Beritt Odom**, Principal Planner
(719) 553-2339

CASE NUMBER Z-22-01

CERTIFICATION

I hereby certify that I did this day cause written notice of the public hearing on the proposed Zoning Map Amendment of the property commonly known as Rivers Run to be sent to the attached list of owners of the real property lying within three hundred (300) feet of the said property on which the Zoning Map Amendment is proposed by depositing the same properly addressed and postage paid in the post office, as set forth in the Code of Ordinances, Section 17-6-2.

2-18-22
(Date)

PUEBLO PLANNING & ZONING COMMISSION

By KAREN ELGIN

I hereby certify that I did this day verify and photograph the posted notice of the public hearing on the Zoning Map Amendment of the property commonly known as Rivers Run, upon which action is pending as set forth in the Code of Ordinances, Section 17-6-2.

2-18-22
(Date)

PUEBLO PLANNING & ZONING COMMISSION

By KAREN ELGIN

Owner	OwnerStree	OwnerCity	Ow	OwnerZip
PHILLIPS MITCHELL DEAN + ADDINGTON R	1000 HICKORY ST	PUEBLO	CO	81001-5514
ARAGON PAUL L	1000 S NORWOOD AVE	PUEBLO	CO	81001-5516
JIMENEZ RICARDO ALFONSO + JIMENEZ VI	1009 FIR ST	PUEBLO	CO	81001-4506
BARELA CARLA M + CORDOVA DANIEL A +	1015 FIR ST	PUEBLO	CO	81001-4506
ERA HOLDINGS II LLC	1152 41ST LN	PUEBLO	CO	81006-9315
HAMMOND DALE H	1201 S LA CROSSE AVE	PUEBLO	CO	81001-4543
HARP LLC	14183 E LAYTON DR	AURORA	CO	80015-1244
LOPEZ CRYSTAL	1502 GRENADILLO ST	PUEBLO	CO	81001-4516
FINN WILLIAM G + TAPIA BERDINE	1504 GRENADILLO ST	PUEBLO	CO	81001-4516
GONZALES GREGORIO + GONZALES PHYLL	1509 GRENADILLO ST	PUEBLO	CO	81001-4515
CHAVEZ MARQUEZ JAIME	1511 GRENADILLO ST	PUEBLO	CO	81001-4515
TONY J BELTRAMO + SONS INC + BELTRAM	1541 STOCKYARD RD	PUEBLO	CO	81001-0468
DEPT OF HIGHWAYS STATE OF COLORADO	4201 E ARKANSAS AVE	DENVER	CO	80222-3406
PRICE ADAM STEVEN	4760 S HIGHLAND DR PMB	SALT LAKE CITY	UT	84117-5149
LEGENDS SUBDIVISION LLC + AMBROSE RE	6375 S HIGHLAND DR	SALT LAKE CITY	UT	84121-6561
OUR FUTURE LEASING CO LLC + C/O ECO SI	750 PARK OF COMMERCE D	BOCA BATON	FL	33487-3650
ESQUIVEL JAVIER A	810 S NORWOOD AVE	PUEBLO	CO	81001-4400
GIBSON DANIEL LEWIS	813 S NORWOOD AVE	PUEBLO WEST	CO	81001-4462
BUNN ALPHONSO	817 S NORWOOD AVE	PUEBLO	CO	81001-4462
MARIN ARTEMIO ANDRADE	821 S NORWOOD AVE	PUEBLO	CO	81001-4462
COMINS CHRISTINE J + LINDREN LORA LEE	833 30 1/2 LN	PUEBLO	CO	81006-9540
GARCIA LAURA + GARCIA LORI A	935 ELM ST	PUEBLO	CO	81004-2531
CITY OF PUEBLO A MUNICIPAL CORPORAT	PO BOX 1427	PUEBLO	CO	81002-1427
FEARN GARY R	PO BOX 20368	COLORADO CITY	CO	81019-2368
GONZALES GREGORIO/GONZALES ERNEST	PO BOX 8806	PUEBLO	CO	81008-8806
A T + S F RR CO	PO BOX 961089	FORT WORTH	TX	76161-0089

City Clerk's Office Item # N-8

BACKGROUND PAPER FOR PROPOSED ORDINANCE

COUNCIL MEETING DATE: May 23, 2022

TO: President Heather Graham and Members of City Council

CC: Nicholas A. Gradisar, Mayor

VIA: Marisa Stoller, City Clerk

FROM: Scott Hobson, Acting Director of Planning and Community Development

SUBJECT: AN ORDINANCE VACATING A PORTION OF FIR STREET AND MULTIPLE DRAINAGE AND PUBLIC UTILITY EASEMENTS LOCATED WITHIN BLOCKS 1 AND 2, RIVER'S RUN SUBDIVISION

SUMMARY:

The applicant is requesting to vacate a portion of the unimproved Fir Street and multiple drainage and public utility easements located within blocks 1 and 2, River's Run Subdivision.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

Fir Street and the Public Utility and Drainage Easements proposed to be vacated were included in the River's Run Subdivision approved in 2005. At the time, Fir Street and the drainage/utility easements were intended to provide drainage and utility service to multiple lots zoned for light industrial and commercial uses. The property owner is requesting to resubdivide Lots 1-8, Block 1, River's Run Subdivision to create two large lots zoned for multifamily residential and commercial uses; therefore, it is no longer necessary to have multiple easements for drainage/utilities and for Fir Street to run the entire length of Block 1. Additionally, Lots 1-4, Block 2, River's Run Subdivision, are proposed to be rearranged into one large lot for multifamily residential development, negating the need for multiple drainage/utility easements to run through the block. The 30–40-foot easement that runs adjacent to the southern and eastern boundary of Block 2 will remain providing drainage and detention for the rearranged parcel. Concurrent requests are the resubdivision of the 12.880-acre River's Run Subdivision from eight lots into two large lots and River's Run Rezoning, 23.61 acres from B-P, Business Park to R-5, Multiple Residential and Office District.

FINANCIAL IMPLICATIONS:

There are no financial implications for the City.

BOARD/COMMISSION RECOMMENDATION:

The Planning and Zoning Commission, at their March 9, 2022, Regular Meeting, voted 7-0 to recommend approval.

STAKEHOLDER PROCESS:

The Planning Department sent out Notice of the Planning and Zoning Commission Public Hearing to all property owners located within 300 feet of the subject property.

A Public Notice poster was placed on the subject property 15 days prior to the Public Hearing.

ALTERNATIVES:

If City Council does not approve this Ordinance, Fir Street and multiple drainage and public utility easements would remain which will impede development of the site.

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

RECOMMENDATION:

Approval of the Ordinance.

Attachments:
Proposed Ordinance
Minutes of the Planning and Zoning Commission March 9, 2022 Public Hearing
Memorandum from the Department of Public Works Dated May 12, 2022
Planning and Zoning Commission Staff Report with Attachments and Exhibits

ORDINANCE NO._____

AN ORDINANCE VACATING A PORTION OF FIR STREET AND MULTIPLE DRAINAGE AND PUBLIC UTILITY EASEMENTS LOCATED WITHIN BLOCKS 1 AND 2, RIVER'S RUN SUBDIVISION

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

SECTION 1.

The following described street and drainage and public utility easements:

EASEMENT VACATION 1
BEGINNING AT THE SOUTHWEST CORNER OF LOT 4, BLOCK 2, RIVER'S RUN SUBDIVISION, AS RECORDED UNDER RECEPTION NUMBER 1651798, RECORDS OF PUEBLO COUNTY, COLORADO, THENCE N02°44'11"W, ON THE WESTERLY BOUNDARY LINE OF SAID LOT 4, A DISTANCE OF 10.00 FEET; THENCE N87°15'49"E, A DISTANCE OF 430.00 FEET; THENCE S02°44'11"E, A DISTANCE OF 20.00 FEET; THENCE S87°15'49"W, A DISTANCE OF 113.34 FEET; THENCE S02°44'11"E, A DISTANCE OF 211.45 FEET TO A POINT ON THE NORTHERLY BOUNDARY LINE OF THE DRAINAGE AND PUBLIC UTILITY EASEMENT AS RECORDED UNDER SAID RIVER'S RUN SUBDIVISION; THENCE S66°39'48"W, ON SAID NORTHERLY LINE, A DISTANCE OF 21.37 FEET; THENCE N02°44'11"W, A DISTANCE OF 218.97 FEET; THENCE S87°15'49"W, A DISTANCE OF 133.33 FEET; THENCE S02°44'11"E, A DISTANCE OF 264.66 FEET, TO A POINT ON THE NORTHERLY BOUNDARY LINE OF THE DRAINAGE AND PUBLIC UTILITY EASEMENT AS RECORDED UNDER SAID RIVER'S RUN SUBDIVISION; THENCE S70°13'30"W, ON SAID NORTHERLY LINE, A DISTANCE OF 20.92 FEET; THENCE N02°44'11"W, A DISTANCE OF 270.78 FEET; THENCE N87°15'49"W, A DISTANCE OF 143.33 FEET TO A POINT ON THE WESTERLY LINE OF LOT 1, BLOCK 2 OF SAID RIVER'S RUN SUBDIVISION; THENCE N02°44'11"W, ON SAID WESTERLY LINE, A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING.
CONTAINING A CALCULATED AREA OF 18,259 SQUARE FEET OR 0.419 ACRES.

EASEMENT VACATION 2
BEGINNING AT THE NORTHWEST CORNER OF LOT 1, BLOCK 1, RIVER'S RUN SUBDIVISION, AS RECORDED UNDER RECEPTION NUMBER 1651798, RECORDS OF PUEBLO COUNTY, COLORADO, THENCE N56°24'53"E, ON THE NORTHERLY BOUNDARY LINE OF SAID LOT 1, A DISTANCE OF 10.00 FEET; THENCE S33°35'07"E, A DISTANCE OF 121.26 FEET; THENCE N81°16'28"E, A DISTANCE OF 208.04 FEET TO A POINT ON CURVE, SAID POINT BEING ON THE EASTERLY BOUNDARY LINE OF SAID BLOCK 1, THENCE ON THE ARC OF A

CURVE TO THE LEFT, ON SAID EASTERLY BOUNDARY LINE, WHOSE CENTER BEARS N83°19'16”E, HAVING A DELTA OF 04°05'36”E, A RADIUS OF 280.00 FEET, A DISTANCE OF 20.00 FEET TO A POINT ON CURVE; THENCE S81°16'28”W, A DISTANCE OF 205.20 FEET; THENCE S04°08'18”E, A DISTANCE OF 146.14 FEET TO A POINT ON CURVE, SAID POINT BEING ON THE NORTHERLY BOUNDARY LINE OF THE DRAINAGE AND PUBLIC UTILITY EASEMENT AS RECORDED UNDER SAID RIVER'S RUN SUBDIVISION; THENCE ON THE ARC OF A CURVE TO THE RIGHT, ON SAID NORTHERLY EASEMENT LINE, WHOSE CENTER BEARS N04°31'02”W, HAVING A DELTA OF 00°39'12”, A RADIUS OF 1,753.98 FEET, A DISTANCE OF 20.00 FEET TO A POINT ON CURVE; THENCE N04°08'18”W, A DISTANCE OF 152.76 FEET; THENCE N33°35'07”W, A DISTANCE OF 125.02 FEET TO A POINT ON THE NORTHERLY LINE OF LOT 3, BLOCK 1, RIVER'S RUN SUBDIVISION; THENCE N56°24'53”E, ON SAID NORTHERLY LINE, A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING.
CONTAINING A CALCULATED AREA OF 9,765 SQUARE FEET OR 0.224 ACRES.

EASEMENT VACATION 3
BEGINNING AT THE NORTHWEST CORNER OF LOT 3, BLOCK 1, RIVER'S RUN SUBDIVISION, AS RECORDED UNDER RECEPTION NUMBER 1651798, RECORDS OF PUEBLO COUNTY, COLORADO, THENCE ON THE NORTHERLY BOUNDARY LINE OF SAID LOT 3, ON THE ARC OF A CURVE TO THE LEFT, WHOSE CENTER BEARS N17°22'58”W, HAVING A DELTA OF 02°02'48”, A RADIUS OF 280.00 FEET, A DISTANCE OF 10.00 FEET TO A POINT ON CURVE; THENCE S17°22'58”E, A DISTANCE OF 111.62 FEET; THENCE S01°00'09”E, A DISTANCE OF 83.47 FEET; THENCE S88°59'51”W, A DISTANCE OF 20.00 FEET; THENCE N01°00'09”W, A DISTANCE OF 80.59 FEET; THENCE N17°22'58”W, A DISTANCE OF 108.74 FEET TO A POINT CURVE, SAID POINT BEING ON THE NORTHERLY LINE OF LOT 4, BLOCK 1, RIVER'S RUN SUBDIVISION, THENCE ON THE ARC OF A CURVE TO THE LEFT, ON SAID NORTHERLY LINE, WHOSE CENTER BEARS N15°20'10”W, HAVING A DELTA OF 02°02'48”, A RADIUS OF 280.00 FEET, A DISTANCE OF 10.00 FEET TO A POINT ON CURVE, SAID POINT BEING THE POINT OF BEGINNING.
CONTAINING A CALCULATED AREA OF 3,842 SQUARE FEET OR 0.088 ACRES.

EASEMENT VACATION 4
BEGINNING AT THE MOST NORTHERLY CORNER OF LOT 5, BLOCK 1, RIVER'S RUN SUBDIVISION, AS RECORDED UNDER RECEPTION NUMBER 1651798, RECORDS OF PUEBLO COUNTY, COLORADO; THENCE S30°59'40”E ON THE EASTERLY BOUNDARY LINE OF SAID LOT 5, A DISTANCE OF 10.00 FEET; THENCE S59°00'20”W, A DISTANCE OF 107.25 FEET; THENCE S28°14'52”W, A DISTANCE OF 125.82 FEET TO A POINT ON THE NORTHERLY LINE OF THE DRAINAGE, PUBLIC UTILITY AND PEDESTRIAN EASEMENT AS RECORDED IN SAID RIVER'S RUN SUBDIVISION; THENCE N61°28'21”W, ON SAID NORTHERLY LINE,

A DISTANCE OF 20.00 FEET; THENCE N28°14'25”E, A DISTANCE OF 131.23 FEET; THENCE N59°00'20”E, A DISTANCE OF 112.75 FEET TO A POINT ON THE EASTERLY LINE OF LOT 6, SAID RIVER'S RUN SUBDIVISION; THENCE S30°59'40”E, ON SAID EASTERLY LINE, A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING.
CONTAINING A CALCULATED AREA OF 4,770 SQUARE FEET OR 0.110 ACRES.

EASEMENT VACATION 5
BEGINNING AT THE MOST NORTHEAST CORNER OF LOT 6, BLOCK 1, RIVER'S RUN SUBDIVISION, AS RECORDED UNDER RECEPTION NUMBER 1651798, RECORDS OF PUEBLO COUNTY, COLORADO; THENCE S30°59'40”E ON THE EASTERLY BOUNDARY LINE OF SAID LOT 6, A DISTANCE OF 10.00 FEET; THENCE S59°00'20”W, A DISTANCE OF 111.89 FEET; THENCE S80°22'05”W, A DISTANCE OF 192.04 FEET TO A POINT ON THE EASTERLY LINE OF THE DRAINAGE, PUBLIC UTILITY AND PEDESTRIAN EASEMENT AS RECORDED IN SAID RIVER'S RUN SUBDIVISION; THENCE N12°44'12”W, ON SAID NORTHERLY LINE, A DISTANCE OF 20.03 FEET; THENCE N80°22'05”E, A DISTANCE OF 189.35 FEET; THENCE N59°00'20”E, A DISTANCE OF 108.11 FEET TO A POINT ON THE EASTERLY LINE OF LOT 7, SAID RIVER'S RUN SUBDIVISION; THENCE S30°59'40”E, ON SAID EASTERLY LINE, A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING.
CONTAINING A CALCULATED AREA OF 6,014 SQUARE FEET OR 0.138 ACRES.

EASEMENT VACATION 6
BEGINNING AT NORTHEAST CORNER OF LOT 7, BLOCK 1, RIVER'S RUN SUBDIVISION, AS RECORDED UNDER RECEPTION NUMBER 1651798, RECORDS OF PUEBLO COUNTY, COLORADO; THENCE S30°59'40”E ON THE EASTERLY BOUNDARY LINE OF SAID LOT 7, A DISTANCE OF 10.00 FEET; THENCE S59°00'20”W, A DISTANCE OF 112.52 FEET; THENCE S87°14'38”W, A DISTANCE OF 134.95 FEET TO A POINT ON THE EASTERLY LINE OF THE DRAINAGE, PUBLIC UTILITY AND PEDESTRIAN EASEMENT AS RECORDED IN SAID RIVER'S RUN SUBDIVISION; THENCE N14°11'40”W, ON SAID NORTHERLY LINE, A DISTANCE OF 20.41 FEET; THENCE N87°14'38”E, A DISTANCE OF 133.97 FEET; THENCE N59°00'20”E, A DISTANCE OF 107.48 FEET TO A POINT ON THE EASTERLY LINE OF LOT 8, SAID RIVER'S RUN SUBDIVISION; THENCE S30°59'40”E, ON SAID EASTERLY LINE, A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING.
CONTAINING A CALCULATED AREA OF 4,889 SQUARE FEET OR 0.112 ACRES.

EASEMENT VACATION 7
A PORTION OF LOTS 5-8, BLOCK 1, RIVER'S RUN SUBDIVISION, AS RECORDED UNDER RECEPTION NUMBER 1651798, RECORDS OF PUEBLO COUNTY, COLORADO MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER LOT 8, RIVER'S RUN SUBDIVISION, AS RECORDED UNDER RECEPTION NUMBER 1651798, RECORDS OF PUEBLO COUNTY, COLORADO; THENCE ON SAID BOUNDARY OF SAID RIVER'S RUN SUBDIVISION THE FOLLOWING TWO (2) COURSES:

1. N87°14'15”E, A DISTANCE OF 53.35 FEET TO A POINT OF CURVE;
2. ON THE ARC OF A CURVE TO THE RIGHT, HAVING A DELTA OF 48°35'40”E, A RADIUS OF 220.00 FEET, A DISTANCE OF 186.59 FEET TO A POINT ON CURVE, SAID POINT BEING THE POINT OF BEGINNING.

THENCE CONTINUING ON THE ARC OF THE CURVE TO THE RIGHT, HAVING A DELTA OF 13°10'25”, A RADIUS OF 220.00 FEET, A DISTANCE OF 50.58 FEET TO A POINT OF TANGENT; THENCE S30°59'40”E, A DISTANCE OF 746.87 FEET TO A POINT ON CURVE; THENCE ON THE ARC OF A CURVE TO THE RIGHT, WHOSE CENTER BEARS N22°08'40”W, HAVING A DELTA OF 07°54'58”, A RADIUS OF 52.00 FEET, A DISTANCE OF 7.18 FEET TO A POINT ON CURVE; THENCE N30°59'40”W, A DISTANCE OF 745.28 FEET TO A POINT OF CURVE; THENCE ON THE ARC OF A CURVE TO THE LEFT, HAVING A DELTA OF 12°58'22”, A RADIUS OF 213.00 FEET, A DISTANCE OF 48.23 FEET TO A POINT ON CURVE; THENCE ON THE ARC OF A CURVE TO THE LEFT, WHOSE CENTER BEARS HAVING A DELTA OF 07°45'50”, A RADIUS OF 52.00 FEET, A DISTANCE OF 52.00 FEET TO THE POINT OF BEGINNING. CONTAINING A CALCULATED AREA OF 5,570 SQUARE FEET OR 0.128 ACRES.

RIGHT-OF-WAY VACATION

A TRACT OF LAND BEING A PORTION FIR STREET AS PLATTED IN RIVER'S RUN SUBDIVISION, AS RECORDED UNDER RECEPTION NUMBER 1651798, RECORDS OF PUEBLO COUNTY, COLORADO, BEING A PORTION OF THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF PUEBLO, PUEBLO COUNTY, COLORADO.

BASIS OF BEARING: THE COURSE BETWEEN THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN, ALSO KNOWN AS PUEBLO COUNTY GPS MONUMENT NO. 1405, BEING A LEAD PLUG AND TACK IN A STONE, IN A CAST IRON MONUMENT BOX, AND A NO. 5 REBAR WITH YELLOW PLASTIC CAP, WHICH BEARS N04°32'49”W, A DISTANCE OF 88.20 FEET.

COMMENCING AT THE NORTHWEST CORNER LOT 8, RIVER'S RUN SUBDIVISION, AS RECORDED UNDER RECEPTION NUMBER 1651798, RECORDS OF PUEBLO COUNTY, COLORADO; THENCE ON THE BOUNDARY OF SAID RIVER'S RUN SUBDIVISION THE FOLLOWING FOUR (4) COURSES:

1. N87°14'15”E, A DISTANCE OF 53.35 FEET TO A POINT OF CURVE;
2. ON THE ARC OF A CURVE TO THE RIGHT, HAVING A DELTA OF 17°20'49”E, A RADIUS OF 220.00 FEET, A DISTANCE OF 66.59 FEET TO A POINT ON CURVE;

3. N87°14'15”E, A DISTANCE OF 119.63 FEET TO A POINT ON CURVE, SAID POINT BEING ON THE EASTERLY RIGHT-OF-WAY LINE OF FIR DRIVE, AS PLATTED SAID RIVER'S RUN SUBDIVISION;
4. ON THE ARC OF A CURVE TO THE RIGHT, WHOSE CENTER BEARS S38°38'50”W, HAVING A DELTA OF 20°21'30”, A RADIUS OF 280.00 FEET, A DISTANCE OF 99.49 FEET TO A POINT OF TANGENT, SAID POINT BEING THE POINT OF BEGINNING;

   THENCE S30°59'40”E, ON SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 695.49 FEET TO A POINT ON CURVE; THENCE ON THE ARC OF A CURVE TO THE LEFT, WHOSE CENTER BEARS S59°00'20”W, HAVING A DELTA OF 98°50'04”, A RADIUS OF 52.00 FEET, A DISTANCE OF 89.73 FEET TO A POINT ON CURVE, SAID POINT BEING ON THE WESTERLY RIGHT-OF-WAY LINE OF SAID FIR STREET; THENCE N30°59'40”W, ON SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 592.73 FEET TO A POINT ON CURVE; THENCE ON THE ARC OF A CURVE TO THE LEFT, WHOSE CENTER BEARS N22°08'40”W, HAVING A DELTA OF 98°51'00”, A RADIUS OF 52.00 FEET, A DISTANCE OF 87.71 FEET TO THE POINT OF BEGINNING.
   CONTAINING A CALCULATED AREA OF 36,653 SQUARE FEET
   OR 0.841 ACRES.

are hereby vacated.

SECTION 2.

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

SECTION 3.

This Ordinance shall be approved but shall not become effective until the final vacation plat is recorded in the office of the Pueblo County Clerk and Recorder. If the vacation plat is not recorded within one (1) year after of this Ordinance, or within any extended period granted by Ordinance of the City Council, this Ordinance shall automatically be rescinded and repealed thirty (30) days after written notice of such rescission and repeal is given to the applicant. No vested rights shall accrue to the subdivision or be acquired until this Ordinance becomes effective.

SECTION 4.

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

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on _____.

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.

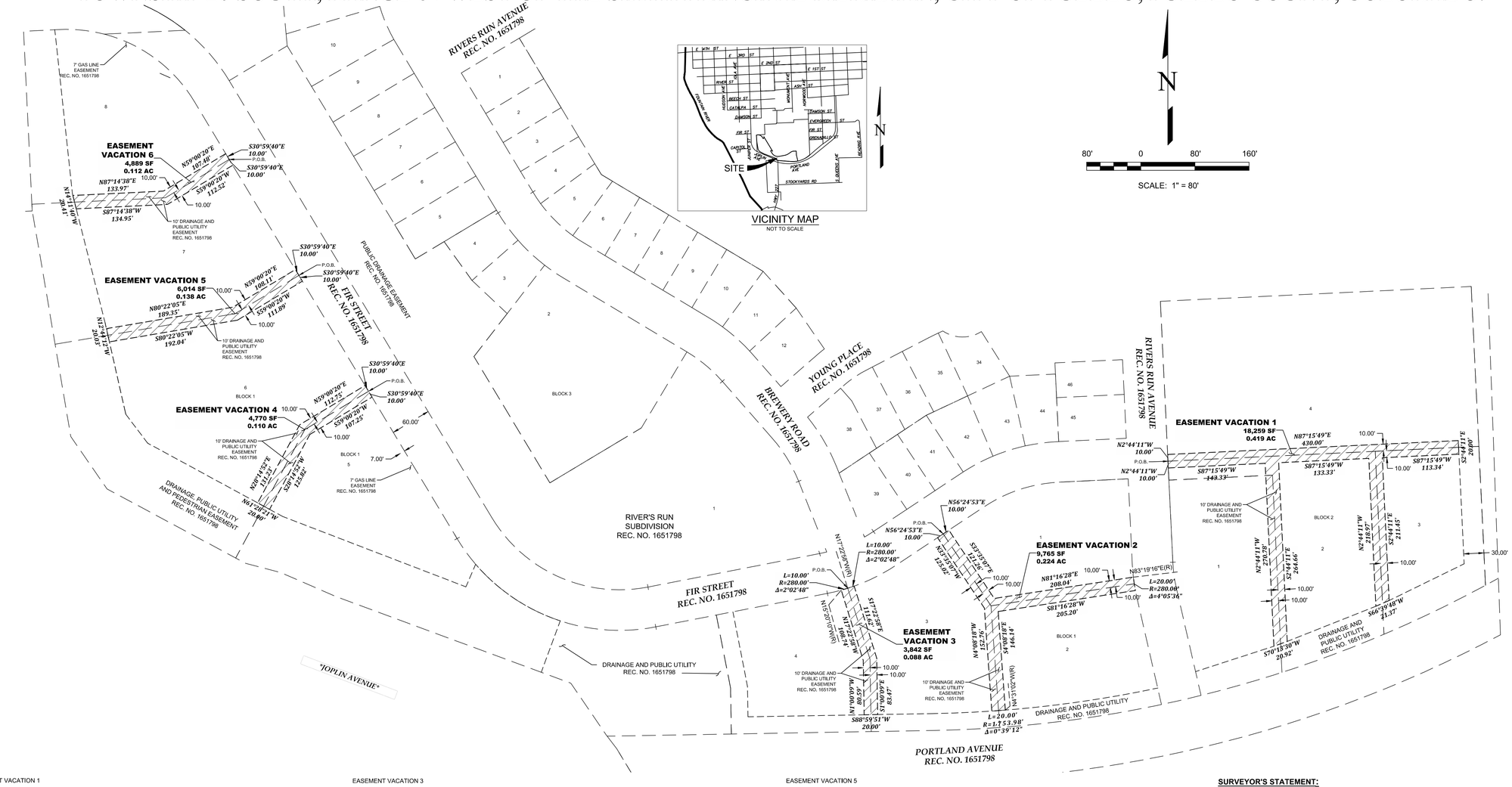
_____
President of City Council

ATTEST

_____
City Clerk

RIVER'S RUN SUBDIVISION RIGHT-OF-WAY AND EASEMENT VACATION PLAT

A PORTION OF BLOCK 1, A PORTION OF BLOCK 2, AND A PORTION OF FIR STREET, RIVER'S RUN SUBDIVISION, BEING A PORTION OF OF THE SOUTHEAST QUARTER OF SECTION 31, AND A PORTION OF THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF PUEBLO, PUEBLO COUNY, COLORADO.



EASEMENT VACATION 1

BEGINNING AT THE SOUTHWEST CORNER OF LOT 4, BLOCK 2, RIVER'S RUN SUBDIVISION, AS RECORDED UNDER RECEPTION NUMBER 1651798, RECORDS OF PUEBLO COUNTY, COLORADO, THENCE N02°44'11"W, ON THE WESTERLY BOUNDARY LINE OF SAID LOT 4, A DISTANCE OF 10.00 FEET; THENCE N87°15'49"E, A DISTANCE OF 430.00 FEET; THENCE S02°44'11"E, A DISTANCE OF 20.00 FEET; THENCE S87°15'49"W, A DISTANCE OF 113.34 FEET; THENCE S02°44'11"E, A DISTANCE OF 211.45 FEET TO A POINT ON THE NORTHERLY BOUNDARY LINE OF THE DRAINAGE AND PUBLIC UTILITY EASEMENT AS RECORDED UNDER SAID RIVER'S RUN SUBDIVISION; THENCE S66°39'48"W, ON SAID NORTHERLY LINE, A DISTANCE OF 21.37 FEET; THENCE N02°44'11"W, A DISTANCE OF 218.97 FEET; THENCE S87°15'49"W, A DISTANCE OF 133.33 FEET; THENCE S02°44'11"E, A DISTANCE OF 264.66 FEET, TO A POINT ON THE NORTHERLY BOUNDARY LINE OF THE DRAINAGE AND PUBLIC UTILITY EASEMENT AS RECORDED UNDER SAID RIVER'S RUN SUBDIVISION; THENCE S70°13'30"W, ON SAID NORTHERLY LINE, A DISTANCE OF 20.92 FEET; THENCE N02°44'11"W, A DISTANCE OF 270.78 FEET; THENCE S87°15'49"W, A DISTANCE OF 143.33 FEET TO A POINT ON THE WESTERLY LINE OF LOT 1, BLOCK 2 OF SAID RIVER'S RUN SUBDIVISION; THENCE N02°44'11"W, ON SAID WESTERLY LINE, A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 18,259 SQUARE FEET OR 0,419 ACRES.

EASEMENT VACATION 2

BEGINNING AT THE NORTHWEST CORNER OF LOT 1, BLOCK 1, RIVER'S RUN SUBDIVISION, AS RECORDED UNDER RECEPTION NUMBER 1651798, RECORDS OF PUEBLO COUNTY, COLORADO, THENCE N56°24'53"E, ON THE NORTHERLY BOUNDARY LINE OF SAID LOT 1, A DISTANCE OF 10.00 FEET; THENCE S33°35'07"E, A DISTANCE OF 121.26 FEET; THENCE N81°16'28"E, A DISTANCE OF 208.04 FEET TO A POINT ON CURVE, SAID POINT BEING ON THE EASTERLY BOUNDARY LINE OF SAID BLOCK 1, THENCE ON THE ARC OF A CURVE TO THE LEFT, ON SAID EASTERLY BOUNDARY LINE, WHOSE CENTER BEARS N83°19'16"E, HAVING A DELTA OF 04°05'36"E, A RADIUS OF 280.00 FEET, A DISTANCE OF 20.00 FEET TO A POINT ON CURVE; THENCE S81°16'28"W, A DISTANCE OF 205.20 FEET; THENCE S04°08'18"E, A DISTANCE OF 146.14 FEET TO A POINT ON CURVE, SAID POINT BEING ON THE NORTHERLY BOUNDARY LINE OF THE DRAINAGE AND PUBLIC UTILITY EASEMENT AS RECORDED UNDER SAID RIVER'S RUN SUBDIVISION; THENCE ON THE ARC OF A CURVE TO THE RIGHT, ON SAID NORTHERLY EASEMENT LINE, WHOSE CENTER BEARS N04°31'02"W, HAVING A DELTA OF 00°39'12", A RADIUS OF 1,753.98 FEET, A DISTANCE OF 20.00 FEET TO A POINT ON CURVE; THENCE N04°08'18"W, A DISTANCE OF 152.76 FEET; THENCE N33°35'07"W, A DISTANCE OF 125.02 FEET TO A POINT ON THE NORTHERLY LINE OF LOT 3, BLOCK 1, RIVER'S RUN SUBDIVISION; THENCE N56°24'53"E, ON SAID NORTHERLY LINE, A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 9,765 SQUARE FEET OR 0.224 ACRES.

EASEMENT VACATION 3

BEGINNING AT THE NORTHWEST CORNER OF LOT 3, BLOCK 1, RIVER'S RUN SUBDIVISION, AS RECORDED UNDER RECEPTION NUMBER 1651798, RECORDS OF PUEBLO COUNTY, COLORADO, THENCE ON THE NORTHERLY BOUNDARY LINE OF SAID LOT 3, ON THE ARC OF A CURVE TO THE LEFT, WHOSE CENTER BEARS N17°22'58"W, HAVING A DELTA OF 02°02'48", A RADIUS OF 280.00 FEET, A DISTANCE OF 10.00 FEET TO A POINT ON CURVE; THENCE S17°22'58"E, A DISTANCE OF 111.62 FEET; THENCE S01°00'09"E, A DISTANCE OF 83.47 FEET; TO A POINT ON THE NORTHERLY BOUNDARY LINE OF THE DRAINAGE AND PUBLIC UTILITY EASEMENT AS RECORDED UNDER SAID RIVER'S RUN SUBDIVISION; THENCE S88°59'51"W, ON SAID NORTHERLY EASEMENT LINE, A DISTANCE OF 20.00 FEET; THENCE N01°00'09"W, A DISTANCE OF 80.59 FEET; THENCE N17°22'58"W, A DISTANCE OF 108.74 FEET TO A POINT CURVE, SAID POINT BEING ON THE NORTHERLY LINE OF LOT 4, BLOCK 1, RIVER'S RUN SUBDIVISION, THENCE ON THE ARC OF A CURVE TO THE LEFT, ON SAID NORTHERLY LINE, WHOSE CENTER BEARS N15°20'10"W, HAVING A DELTA OF 02°02'48", A RADIUS OF 280.00 FEET, A DISTANCE OF 10.00 FEET TO A POINT ON CURVE, SAID POINT BEING THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 3,842 SQUARE FEET OR 0.088 ACRES.

EASEMENT VACATION 4

BEGINNING AT THE MOST NORTHERLY CORNER OF LOT 5, BLOCK 1, RIVER'S RUN SUBDIVISION, AS RECORDED UNDER RECEPTION NUMBER 1651798, RECORDS OF PUEBLO COUNTY, COLORADO; THENCE S30°59'40"E ON THE EASTERLY BOUNDARY LINE OF SAID LOT 5, A DISTANCE OF 10.00 FEET; THENCE S59°00'20"W, A DISTANCE OF 107.25 FEET; THENCE S28°14'52"W, A DISTANCE OF 125.82 FEET TO A POINT ON THE NORTHERLY LINE OF THE DRAINAGE, PUBLIC UTILITY AND PEDESTRIAN EASEMENT AS RECORDED IN SAID RIVER'S RUN SUBDIVISION; THENCE N61°28'21"W, ON SAID NORTHERLY LINE, A DISTANCE OF 20.09 FEET; THENCE N28°14'52"E, A DISTANCE OF 131.23 FEET; THENCE N59°00'20"E, A DISTANCE OF 112.75 FEET TO A POINT ON THE EASTERLY LINE OF LOT 6, SAID RIVER'S RUN SUBDIVISION; THENCE S30°59'40"E, ON SAID EASTERLY LINE, A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 4,770 SQUARE FEET OR 0,110 ACRES.

EASEMENT VACATION 5

BEGINNING AT THE MOST NORTHEAST CORNER OF LOT 6, BLOCK 1, RIVER'S RUN SUBDIVISION, AS RECORDED UNDER RECEPTION NUMBER 1651798, RECORDS OF PUEBLO COUNTY, COLORADO; THENCE S30°59'40"E ON THE EASTERLY BOUNDARY LINE OF SAID LOT 6, A DISTANCE OF 10.00 FEET; THENCE S59°00'20"W, A DISTANCE OF 111.89 FEET; THENCE S80°22'05"W, A DISTANCE OF 192.04 FEET TO A POINT ON THE EASTERLY LINE OF THE DRAINAGE, PUBLIC UTILITY AND PEDESTRIAN EASEMENT AS RECORDED IN SAID RIVER'S RUN SUBDIVISION; THENCE N12°44'12"W, ON SAID NORTHERLY LINE, A DISTANCE OF 20.03 FEET; THENCE N80°22'05"E, A DISTANCE OF 189.35 FEET; THENCE N59°00'20"E, A DISTANCE OF 108.11 FEET TO A POINT ON THE EASTERLY LINE OF LOT 7, SAID RIVER'S RUN SUBDIVISION; THENCE S30°59'40"E, ON SAID EASTERLY LINE, A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 6,014 SQUARE FEET OR 0.138 ACRES.

EASEMENT VACATION 6

BEGINNING AT NORTHEAST CORNER OF LOT 7, BLOCK 1, RIVER'S RUN SUBDIVISION, AS RECORDED UNDER RECEPTION NUMBER 1651798, RECORDS OF PUEBLO COUNTY, COLORADO; THENCE S30°59'40"E ON THE EASTERLY BOUNDARY LINE OF SAID LOT 7, A DISTANCE OF 10.00 FEET; THENCE S59°00'20"W, A DISTANCE OF 112.52 FEET; THENCE S87°14'38"W, A DISTANCE OF 134.95 FEET TO A POINT ON THE EASTERLY LINE OF THE DRAINAGE, PUBLIC UTILITY AND PEDESTRIAN EASEMENT AS RECORDED IN SAID RIVER'S RUN SUBDIVISION; THENCE N14°11'40"W, ON SAID NORTHERLY LINE, A DISTANCE OF 20,41 FEET; THENCE N87°14'38"E, A DISTANCE OF 133.97 FEET; THENCE N59°00'20"E, A DISTANCE OF 107.48 FEET TO A POINT ON THE EASTERLY LINE OF LOT 8, SAID RIVER'S RUN SUBDIVISION; THENCE S30°59'40"E, ON SAID EASTERLY LINE, A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 4,889 SQUARE FEET OR 0,112 ACRES.

SURVEYOR'S STATEMENT:

I, EDWARD R. FISHER, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, ON THE BASIS OF MY KNOWLEDGE, INFORMATION AND BELIEF, DO HEREBY STATE THAT THIS VACATION PLAT HAS BEEN PREPARED UNDER MY RESPONSIBLE CHARGE IN AUGUST OF 2021 TO NORMAL STANDARDS OF CARE OF A PROFESSIONAL LAND SURVEYOR PRACTICING IN THE STATE OF COLORADO, AND IS IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE. THIS STATEMENT IS NOT A GUARANTY OR WARRANTY, EITHER EXPRESSED OR IMPLIED.

EDWARD R. FISHER, PROFESSIONAL LAND SURVEYOR
COLORADO P.L.S. NO. 38042
FOR AND ON BEHALF OF EDWARD-JAMES SURVEYING, INC.

ORDINANCE NO: _____

PLAT FILED FOR RECORD: _____

ORDINANCE RECEPTION NO: _____

PLAT RECEPTION NO: _____

REVISIONS NO.	DESCRIPTION	DATE

EDWARD-JAMES SURVEYING, INC.
926 Elkton Drive
Colorado Springs, CO 80907
Office: (719) 576-1216
Fax: (719) 576-1206
4732 Eagleridge Circle
Pueblo, CO 81008
Office: (719) 545-6240
Fax: (719) 545-6247

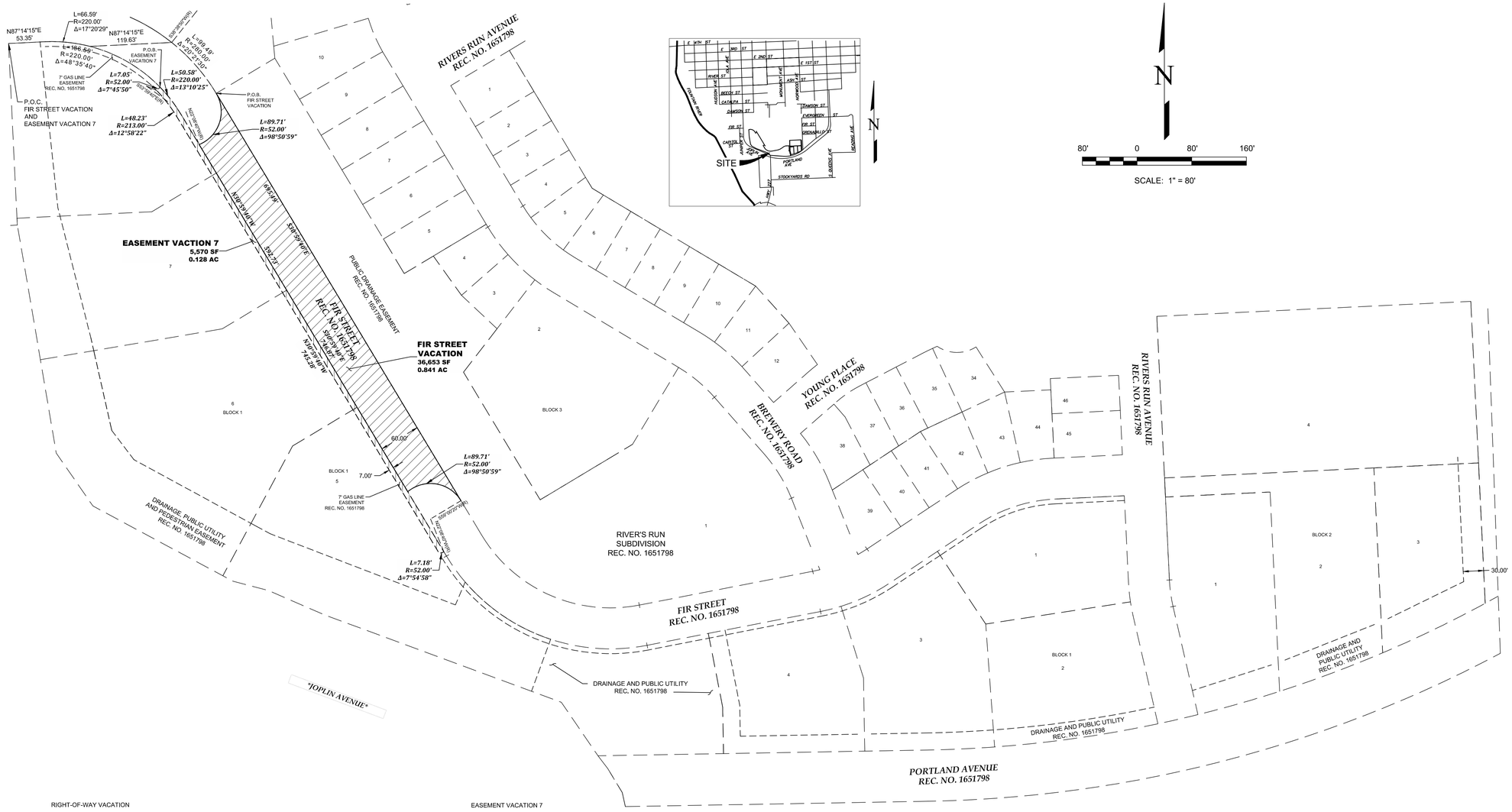
RIVER'S RUN SUBDIVISION
RIGHT-OF-WAY AND EASEMENT VACATION PLAT

A PORTION OF OF THE SE QUARTER OF SECTION 31, AND A PORTION OF THE SW QUARTER OF SECTION 32, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN
CITY OF PUEBLO, PUEBLO COUNY, COLORADO.

DRAWN BY	JWT
CHECKED BY	ERF
H-SCALE	1" = 80'
JOB NO.	2300-00
DATE CREATED	12-1-2021
DATE ISSUED	5-5-2022
SHEET NO	1 OF 2

RIVER'S RUN SUBDIVISION RIGHT-OF-WAY AND EASEMENT VACATION PLAT

A PORTION OF BLOCK 1, A PORTION OF BLOCK 2, AND A PORTION OF FIR STREET, RIVER'S RUN SUBDIVISION, BEING A PORTION OF OF THE SOUTHEAST QUARTER OF SECTION 31, AND A PORTION OF THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF PUEBLO, PUEBLO COUNY, COLORADO.



RIGHT-OF-WAY VACATION

A TRACT OF LAND BEING A PORTION FIR STREET AS PLATTED IN RIVER'S RUN SUBDIVISION, AS RECORDED UNDER RECEPTION NUMBER 1651798, RECORDS OF PUEBLO COUNTY, COLORADO, BEING A PORTION OF THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF PUEBLO, PUEBLO COUNTY, COLORADO.

BASIS OF BEARINGS: THE COURSE BETWEEN THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN, ALSO KNOWN AS PUEBLO COUNTY GPS MONUMENT NO. 1405, BEING A LEAD PLUG AND TACK IN A STONE, IN A CAST IRON MONUMENT BOX, AND A NO. 5 REBAR WITH YELLOW PLASTIC CAP, WHICH BEARS N04°32'49"W, A DISTANCE OF 88.20 FEET.

COMMENCING AT THE NORTHWEST CORNER LOT 8, RIVER'S RUN SUBDIVISION, AS RECORDED UNDER RECEPTION NUMBER 1651798, RECORDS OF PUEBLO COUNTY, COLORADO; THENCE ON THE BOUNDARY OF SAID RIVER'S RUN SUBDIVISION THE FOLLOWING FOUR (4) COURSES:

1. N87°14'15"E, A DISTANCE OF 53.35 FEET TO A POINT OF CURVE;
2. ON THE ARC OF A CURVE TO THE RIGHT, HAVING A DELTA OF 17°20'29"E, A RADIUS OF 220.00 FEET, A DISTANCE OF 66.59 FEET TO A POINT ON CURVE;
3. N87°14'15"E, A DISTANCE OF 119.63 FEET TO A POINT ON CURVE, SAID POINT BEING ON THE EASTERLY RIGHT-OF-WAY LINE OF FIR DRIVE, AS PLATTED SAID RIVER'S RUN SUBDIVISION;
4. ON THE ARC OF A CURVE TO THE RIGHT, WHOSE CENTER BEARS S38°38'50"W, HAVING A DELTA OF 20°21'30", A RADIUS OF 280.00 FEET, A DISTANCE OF 99.49 FEET TO A POINT OF TANGENT, SAID POINT BEING THE POINT OF BEGINNING;

THENCE S30°59'40"E, ON SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 695.49 FEET TO A POINT ON CURVE; THENCE ON THE ARC OF A CURVE TO THE LEFT, WHOSE CENTER BEARS S59°00'20"W, HAVING A DELTA OF 98°50'59", A RADIUS OF 52.00 FEET, A DISTANCE OF 89.71 FEET TO A POINT ON CURVE, SAID POINT BEING ON THE WESTERLY RIGHT-OF-WAY LINE OF SAID FIR STREET; THENCE N30°59'40"W, ON SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 592.73 FEET TO A POINT ON CURVE; THENCE ON THE ARC OF A CURVE TO THE LEFT, WHOSE CENTER BEARS N22°08'40"W, HAVING A DELTA OF 98°50'59", A RADIUS OF 52.00 FEET, A DISTANCE OF 89.71 FEET TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 36,653 SQUARE FEET
OR 0.841 ACRES.

EASEMENT VACATION 7

A PORTION OF LOTS 5-8, BLOCK 1, RIVER'S RUN SUBDIVISION, AS RECORDED UNDER RECEPTION NUMBER 1651798, RECORDS OF PUEBLO COUNTY, COLORADO MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHWEST CORNER LOT 8, RIVER'S RUN SUBDIVISION, AS RECORDED UNDER RECEPTION NUMBER 1651798, RECORDS OF PUEBLO COUNTY, COLORADO; THENCE ON SAID BOUNDARY OF SAID RIVER'S RUN SUBDIVISION THE FOLLOWING TWO (2) COURSES:

1. N87°14'15"E, A DISTANCE OF 53.35 FEET TO A POINT OF CURVE;
2. ON THE ARC OF A CURVE TO THE RIGHT, HAVING A DELTA OF 48°35'40"E, A RADIUS OF 220.00 FEET, A DISTANCE OF 186.59 FEET TO A POINT ON CURVE, SAID POINT BEING THE POINT OF BEGINNING.

THENCE CONTINUING ON THE ARC OF THE CURVE TO THE RIGHT, HAVING A DELTA OF 13°10'25", A RADIUS OF 220.00 FEET, A DISTANCE OF 50.58 FEET TO A POINT OF TANGENT; THENCE S30°59'40"E, A DISTANCE OF 746.87 FEET TO A POINT ON CURVE; THENCE ON THE ARC OF A CURVE TO THE RIGHT, WHOSE CENTER BEARS N22°08'40"W, HAVING A DELTA OF 07°54'58", A RADIUS OF 52.00 FEET, A DISTANCE OF 7.18 FEET TO A POINT ON CURVE; THENCE N30°59'40"W, A DISTANCE OF 745.28 FEET TO A POINT OF CURVE; THENCE ON THE ARC OF A CURVE TO THE LEFT, HAVING A DELTA OF 12°58'22", A RADIUS OF 213.00 FEET, A DISTANCE OF 48.23 FEET TO A POINT ON CURVE; THENCE ON THE ARC OF A CURVE TO THE RIGHT, WHOSE CENTER BEARS S53°59'40"E, HAVING A DELTA OF 07°45'50", A RADIUS OF 52.00 FEET, A DISTANCE OF 52.00 FEET TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 5,570 SQUARE FEET OR 0.128 ACRES.

NO.	REVISIONS DESCRIPTION	DATE

EDWARD-JAMES SURVEYING, INC.
926 Elkton Drive
Colorado Springs, CO 80907
Office: (719) 576-1216
Fax: (719) 576-1206
4732 Eagleridge Circle
Pueblo, CO 81008
Office: (719) 545-6240
Fax: (719) 545-6247

RIVER'S RUN SUBDIVISION
RIGHT-OF-WAY AND EASEMENT VACATION PLAT

A PORTION OF OF THE SE QUARTER OF SECTION 31, AND A PORTION OF THE SW QUARTER OF SECTION 32, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN CITY OF PUEBLO, PUEBLO COUNY, COLORADO.

DRAWN BY	JWT
CHECKED BY	ERF
H-SCALE	1" = 80'
JOB NO.	2300-00
DATE CREATED	12-1-2021
DATE ISSUED	5-5-2022
SHEET NO	2 OF 2

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Sarah Martinez
City Council Representative

city of PUEBLO colorado
Planning & Zoning Commission

Christopher Pasternak

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

MINUTES OF REGULAR MEETING
City of Pueblo, Colorado
Wednesday, March 9, 2022 – 3:30 p.m.
City Council Chambers, 1 City Hall Place

Join Zoom Meeting online:
https://pueblo.zoom.us/j/92717867722?pwd=WUdnaHVGbnlCdHRrUHNFZnpPWG1Ydz09

Join Zoom Meeting by phone:
+1 669 900 6833 US (San Jose)
+1 346 248 7799 US (Houston)
Online and phone Meeting ID and Password:
Meeting ID: 927 1786 7722
Passcode: 195462

MEETING CALLED TO ORDER

The meeting was called to order at 3:38 p.m. with Commissioner Castellucci presiding.
The meeting was held at City Council Chambers, 1 City Hall Place, commissioners, applicants, and the public participated in person and via Zoom.

Commissioners Present: Mike Castellucci, Patrick Avalos, Cheryl Spinuzzi, Alexandra Aznar, Christopher Pasternak, Sarah Martinez, and Lisa Bailey.

Commissioners Absent: none

Staff Members Present: Dan Kogovsek, City Attorney; Scott Hobson, Acting Director for Department of Planning and Community Development; Beritt Odom, Principal Planner; Wade Broadhead, Senior Planner; Danielle Baxter, Planner; John Sakariason, Stormwater Coordinator; and Joe Martellaro, Associate Engineer II.

APPROVAL OF AGENDA

A Motion was made by Bailey to approve the agenda with changes to move V-21-03 & S-21-10 to April 13, 2022, hearing and move Z-21-16, V-21-04, and S-21-12 to March 23, 2022, hearing. Seconded by Aznar.

Motion passed 7-0.

PUBLIC MEETING AGENDA

1. **V-22-01: Vacation:** Rivers' Run Subdivision Right-of-Way and Easement Vacation. Vacation of a portion of Fir Street and multiple easements within Blocks 1 and 2, Rivers' Run Subdivision**.** Generally located north and east of S. Joplin Ave. and north of S. Portland Ave

   Staff report by Beritt Odom.

   Staff review and findings:

   Fir Street and the Public Utility and Drainage Easements proposed to be vacated were subdivided in 2005 with the River's Run Subdivision. At the time, Fir Street and the drainage/utility easements were intended to provide drainage and utility service to multiple lots zoned for light industrial and commercial uses. Aaron Haaga, property owner, is requesting to resubdivide Lots 1-8, Block 1, River's Run Subdivision to create two large lots zoned for multifamily residential and commercial uses; therefore, it is no longer necessary to have multiple easements for drainage/utilities and for Fir Street to run the entire length of Block 1. Additionally, Lots 1-4, Block 2, River's Run Subdivision, are proposed to be rearranged into one large lot for multifamily residential development, negating the need for multiple drainage/utility easements to run through the block. The 30–40-foot easement that runs adjacent to the southern and eastern boundary of Block 2 will remain providing drainage and detention for the rearranged parcel.

   Applicable Regulations:

   Sec. 12-5-1 through 6 of the Pueblo Municipal Code (PMC) concerning vacations of streets, alleys, etc.

   Recommended Action:

   The Subdivision Review Committee recommends that the Street and Easement Vacation be recommended for APPROVAL following conditions:

   1. Provide a signed and stamped preliminary drainage report in accordance with the Storm Drainage Design Criteria and Drainage Policies for the City of Pueblo, Colorado prior to submittal for City Council review and approval.
      a. The report will need to include a discussion about any increases in impervious area and impacts to the detention facility.
      b. The drainage and drainage easements are changing significantly. A new grading plan is required showing the proposed design and drainage basins.
      c. Include all items in the checklist in the report and on the drainage plan.
   2. If the new design changes are significant enough to change the easements, dedication statements, maintenance statement, and agreements, then the plat will have to be resubmitted for Planning and Zoning Commission review and recommendation.
   3. Water quality must be addressed. All onsite developed stormwater flows are required to be treated prior to being released offsite per the City's Criteria Manual and MS4s permit. Since this is a re-subdivision and it disturbs over an acre, water quality will have to be brough up to current standards.
   4. The stormwater facility maintenance agreement is currently under review and needs to be finalized prior to City Council review.

   All conditions must be met and approved by the Stormwater Department prior to the Vacation request being scheduled for City Council review.

- **Stormwater Comment: Stormwater Utility Memo from John Sakariason, Stormwater Coordinator, March 1, 2022**

HEARING: Aaron Haaga (6375 S Highland Dr, Salt Lake City, UT) was still under oath to speak on behalf of the application. Mr. Haaga added that the vacation is due to combining lots and they are no longer needed. He also added that the Fir St vacation is for crime reduction in the neighborhood. No one spoke in support or opposition to the application.

MOTION: Motion to recommend approval of V-22-01 with staff conditions to City Council was made by Bailey, second by Avalos.

MOTION PASSED 7-0

city of PUEBLO colorado

DEPARTMENT OF PUBLIC WORKS

MEMORANDUM

TO: Beritt Odom, Principal Planner

CC: Michelle Cruz, Administrative Technician
Subdivision File

FROM: Joe Martellaro, Associate Engineer II

SUBJECT: V-22-01 River's Run Vacation
S-22-01 River's Run Subdivision, 1st Amendment

DATE: May 12, 2022

Please place the above referenced submittals on the City Council Agenda.

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Sarah Martinez
City Council Representative

city of PUEBLO colorado
Planning & Zoning Commission

Christopher Pasternak

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

V-22-01

TO:	City of Pueblo, Planning and Zoning Commission
FROM:	Beritt Odom, Principal Planner
THROUGH:	Scott Hobson, Acting Director of Planning and Community Development
DATE:	March 9, 2022
SUBJECT:	**River's Run Subdivision, Right-of-way and Easement Vacation**
APPLICANT:	Edward Fisher, Edward-James Surveying, Inc. and Darlene Horn, DK Horn Engineering and Design, Inc.
OWNER:	Aaron Haaga, Ambrose Real Estate, LLC
LOCATION:	Generally located north and east of S. Joplin Ave. and north of S. Portland Ave. in the lower Eastside Neighborhood.
CONCURRENT REQUESTS:	Z-22-02, River's Run Rezoning, 23.61 acres from B-P, Business Park to R-5, Multiple-residential and Office District S-22-01, River's Run Subdivision 1st Amendment RPB-22-01 River's Run Subdivision Rearrangement of Property Boundaries, rearrange Lots 1-4, Block 2 into Parcel A RPB-22-02 River's Run Subdivision Rearrangement of Property Boundaries, rearrange Lots 1-2, Block 3 into Parcel B

Request:
To vacate a portion of the unimproved Fir Street and multiple Drainage and Public Utility Easements located within Blocks 1 and 2, River's Run Subdivision.

Staff review and findings:
Fir Street and the Public Utility and Drainage Easements proposed to be vacated were subdivided in 2005 with the River's Run Subdivision. At the time, Fir Street and the drainage/utility easements were intended to provide drainage and utility service to multiple lots zoned for light industrial and commercial uses. Aaron Haaga, property owner, is requesting to resubdivide Lots 1-8, Block 1, River's Run Subdivision to create two large lots zoned for multifamily residential and commercial uses; therefore, it is no longer necessary to have multiple easements for drainage/utilities and for Fir Street to run the entire length of Block 1. Additionally, Lots 1-4, Block 2, River's Run Subdivision, are proposed to be rearranged into one large lot for multifamily residential development, negating the need for multiple drainage/utility easements

to run through the block. The 30–40-foot easement that runs adjacent to the southern and eastern boundary of Block 2 will remain providing drainage and detention for the rearranged parcel.

Applicable Regulations:

Sec. 12-5-1 through 6 of the Pueblo Municipal Code (PMC) concerning vacations of streets, alleys, etc.

Recommended Action:

The Subdivision Review Committee recommends that the Street and Easement Vacation be recommended for APPROVAL following conditions:

1. Provide a signed and stamped preliminary drainage report in accordance with the Storm Drainage Design Criteria and Drainage Policies for the City of Pueblo, Colorado prior to submittal for City Council review and approval.
    a. The report will need to include a discussion about any increases in impervious area and impacts to the detention facility.
    b. The drainage and drainage easements are changing significantly. A new grading plan is required showing the proposed design and drainage basins.
    c. Include all items in the checklist in the report and on the drainage plan.
2. If the new design changes are significant enough to change the easements, dedication statements, maintenance statement, and agreements, then the plat will have to be resubmitted for Planning and Zoning Commission review and recommendation.
3. Water quality must be addressed. All onsite developed stormwater flows are required to be treated prior to being released offsite per the City's Criteria Manual and MS4s permit. Since this is a re-subdivision and it disturbs over an acre, water quality will have to be brough up to current standards.
4. The stormwater facility maintenance agreement is currently under review and needs to be finalized prior to City Council review.

All conditions must be met and approved by the Stormwater Department prior to the Vacation request being scheduled for City Council review.

PUBLIC WORKS AND ENGINEERING COMMENTS

- **None**

WASTEWATER

- **None**

STORMWATER

- **Stormwater Utility Memo from John Sakariason, Stormwater Coordinator, March 1, 2022**

PLANNING AND COMMUNITY DEVELOPMENT COMMENTS

- **None**

TRANSPORTATION COMMENTS

- **None**

PARKS AND RECREATION COMMENTS

- None

REGIONAL BUILDING COMMENTS

- None

BOARD OF WATER WORKS COMMENTS

- None

COLORADO DEPARTMENT OF TRANSPORTATION COMMENTS

- None

COMCAST COMMENTS

- None

EXCEL ENERGY COMMENTS

- None

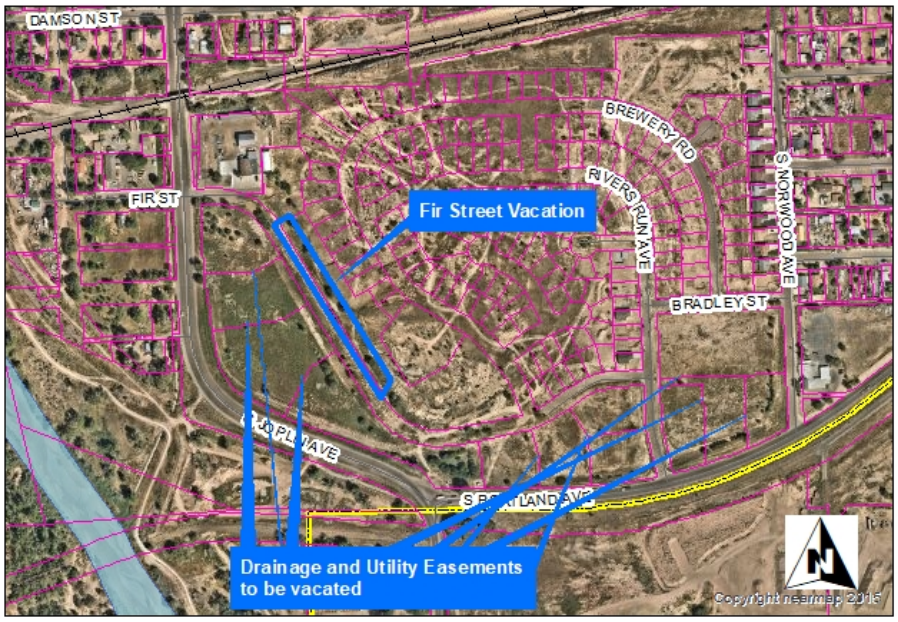
QWEST COMMENTS

- None

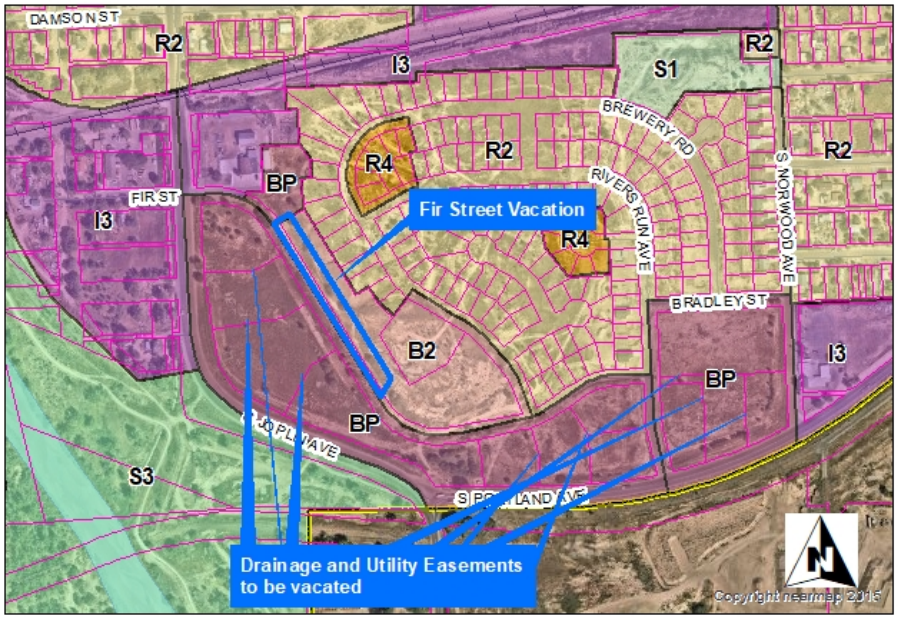
ATTACHMENTS:

A. Aerial Map
B. Zoning Map
C. Site Photographs
D. SRC Memo, March 2, 2022
E. Stormwater Utility Memo, March 1, 2022
F. Vacation Plat
G. Vacation Application

ATTACHMENTS:



A. Aerial Photograph



B. Zoning Map

Attachment D. Site Photos



Public Notice Poster



Looking west from Walters Way



Looking north from S. Portland Ave.

Andrew Hayes
Director Public Works
Director
Transportation Department
Steven Meier
Director Parks & Recreation

city of PUEBLO colorado
Subdivision Review Committee

Scott Hobson
Acting Director Planning & Community Development
Executive Secretary of Planning & Zoning Commission

MEMORANDUM

To: Planning and Zoning Commission

From: Subdivision Review Committee

Date: March 2, 2022

Subject: V-22-01 River's Run Subdivision Right-of-Way and Easement Vacation and S-22-01 River's Run Subdivision, 1st Amendment

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V-22-01 River's Run Subdivision Right-of-Way and Easement Vacation:

The subdivision review committee recommends that the conditions listed below are addressed and approved by the Stormwater Department, prior to the vacation request being scheduled for City Council review.

Conditions required by stormwater (Stormwater Utility Memo, March 1, 2022):

1. Provide a signed and stamped preliminary drainage report in accordance with the Storm Drainage Design Criteria and Drainage Policies for the City of Pueblo, Colorado prior to submittal for City Council review and approval.
    a. The report will need to include a discussion about any increases in impervious area and impacts to the detention facility.
    b. The drainage and drainage easements are changing significantly. A new grading plan is required showing the proposed design and drainage basins.
    c. Include all items in the checklist in the report and on the drainage plan.
2. If the new design changes are significant enough to change the easements, dedication statements, maintenance statement, and agreements, then the plat will have to be resubmitted for Planning and Zoning Commission review and recommendation.
3. Water quality must be addressed. All onsite developed stormwater flows are required to be treated prior to being released offsite per the City's Criteria Manual and MS4s permit. Since this is a re-subdivision and it disturbs over an acre, water quality will have to be brough up to current standards.
4. The stormwater facility maintenance agreement is currently under review and needs to be finalized prior to City Council review.
5. The vacation and subdivision plat must be recorded concurrently.

S-22-01 River's Run Subdivision 1st Amendment:

The subdivision review committee recommends that the Planning and Zoning Commission recommend approval with the following conditions:

1. All conditions identified in John Sakariason's Stormwater Utility Memo must be addressed and approved prior to the subdivision being scheduled for City Council review.
2. Provide field verified elevation at the connection manholes on the Utility Plan, email from Sonia Mondragon, February 22, 2022 (Subdivision Submittal Checklist Part 1, #23).

Jeff Hawkins, PE, CFM
Director of Stormwater

211 E. "D" Street
Pueblo, CO 81003

Phone (719) 553-2899
Fax (719) 553-2294

Stormwater Utility

MEMO

TO: Beritt Odom, Principal Planner

FROM: John Sakariason, Stormwater Coordinator

DATE: March 1, 2022

SUBJECT: S-22-01 P & Z Conditions

This memo is intended to serve as the Stormwater Utility's review of the referenced project submittal. Please forward to the applicant's representative.

Color Code: Black = March 1 comments
(~~Crossed out items~~ indicate they have been addressed.)

1. Provide a signed and stamped preliminary drainage report in accordance with The Storm Drainage Design Criteria and Drainage Policies for City of Pueblo, Colorado prior to submittal to City Council.
    a. The report will need to include a discussion about any increases in impervious area and impacts to the detention facility.
    b. The drainage and drainage easements are changing significantly. A new grading plan is required showing the proposed design and drainage basins.
    c. Include all items in the checklist in the report and on the drainage plan.
2. If the new design changes are significant enough to change the easements, dedication statements, maintenance statements, and agreements, then the plat will have to be reviewed by planning and zoning another time.
3. Water quality must be addressed. All onsite developed stormwater flows are required to be treated prior to being released offsite per The City's Criteria Manual and MS4s permit. Since this is a re-subdivision and is disturbs over an acre water quality will have to be brought up to current standards.
4. The stormwater facility maintenance agreement is currently under review and needs to be finalized.

RIVER'S RUN SUBDIVISION 1ST AMENDMENT

BLOCK 1 AND A PORTION OF FIR STREET, RIVER'S RUN SUBDIVISION, BEING A PORTION OF OF THE SOUTHEAST QUARTER OF SECTION 31, AND A PORTION OF THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN CITY OF PUEBLO, PUEBLO COUNY, COLORADO.

DEDICATION

KNOW ALL MEN BY THESE PRESENTS: THAT AMBROSE REAL ESTATE, LLC., A UTAH LIMITED LIABILITY COMPANY, BEING THE SOLE OWNER OF THE FOLLOWING PROPERTY:

A TRACT OF LAND BEING LOTS 1 THOUGH 8, BLOCK 1, INCLUSIVE AND A PORTION OF FIR STREET AS PLATTED IN RIVER'S RUN SUBDIVISION, AS RECORDED UNDER RECEPTION NUMBER 1651798, RECORDS OF PUEBLO COUNTY, COLORADO, BEING A PORTION OF THE SOUTHEAST QUARTER OF SECTION 31 AND A PORTION OF THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF PUEBLO, PUEBLO COUNTY, COLORADO.

BASIS OF BEARINGS: THE COURSE BETWEEN THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF PLUG AND TACK IN A STONE, IN A CAST IRON MONUMENT BOX, AND A NO.7 REBAR KNOWN AS PUEBLO COUNTY GPS MONUMENT NO. 7, WHICH IS ASSUMED TO BEAR S04°32'49"E.

COMMENCING AT THE POINT OF BEGINNING AS SHOWN ON THE PLAT OF RIVER'S RUN SUBDIVISION, AS RECORDED UNDER RECEPTION NUMBER 1651798, RECORDS OF PUEBLO COUNTY, COLORADO, SAID POINT BEING AND ANGLE POINT ON THE WESTERLY BOUNDARY LINE OF SAID RIVER'S RUN SUBDIVISION, SAID POINT BEING THE POINT OF BEGINNING; THENCE ON THE BOUNDARY OF SAID RIVER'S RUN SUBDIVISION THE FOLLOWING ELEVEN (11) COURSES:

1. N34°23'10"W, A DISTANCE OF 93.15 FEET;
2. N69°44'22"W, A DISTANCE OF 370.01 FEET;
3. N66°30'50"W, A DISTANCE OF 89.17 FEET;
4. N75°20'09"W, A DISTANCE OF 53.30 FEET;
5. N61°45'08"W, A DISTANCE OF 232.68 FEET;
6. N34°42'14"W, A DISTANCE OF 94.24 FEET;
7. N09°37'55"W, A DISTANCE OF 257.91 FEET;
8. N09°52'53"W, A DISTANCE OF 80.62 FEET;
9. N02°45'22"W, A DISTANCE OF 266.08 FEET;
10. N87°14'15"E, A DISTANCE OF 53.34 FEET TO A POINT OF CURVE;
11. ON THE ARC OF A CURVE TO THE RIGHT, HAVING A DELTA OF 17°20'29", A RADIUS OF 220.00 FEET; A DISTANCE OF 66.59 FEET TO A POINT ON CURVE, SAID POINT BEING ON THE WESTERLY RIGHT-OF-WAY LINE OF FIR STREET AS PLATTED IN SAID RIVER'S RUN SUBDIVISION, THENCE ON SAID RIGHT-OF-WAY LINE THE FOLLOWING TWO (2) COURSES:

1. CONTINUING ON SAID CURVE TO THE RIGHT, HAVING A DELTA OF 44°25'36", A RADIUS OF 220.00 FEET, A DISTANCE OF 170.59 FEET TO A POINT OF TANGENT;
2. S30°59'40"E, A DISTANCE OF 51.38 FEET TO A POINT ON CURVE;

THENCE ON THE ARC OF A CURVE TO THE LEFT, WHOSE CENTER BEARS N22°08'40"W, HAVING A DELTA OF 98°51'00", A RADIUS OF 52.00 FEET, A DISTANCE OF 89.71 FEET TO A POINT ON CURVE SAID POINT BEING ON THE WESTERLY RIGHT-OF-WAY OF FIR STREET AS PLATTED IN SAID RIVER'S RUN SUBDIVISION; THENCE S30°59'40"E, ON SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 695.49 FEET TO A POINT ON CURVE; THENCE ON THE ARC OF A CURVE TO THE LEFT, WHOSE CENTER BEARS S59°00'20"W, HAVING A DELTA OF 98°50'59", A RADIUS OF 52.00 FEET, A DISTANCE OF 89.71 FEET TO A POINT ON CURVE, SAID POINT BEING ON THE WESTERLY RIGHT-OF-WAY LINE OF SAID FIR STREET; THENCE ON SAID RIGHT-OF WAY THE FOLLOWING SEVEN (7) COURSES:

1. S30°59'40"E, A DISTANCE OF 109.96 FEET TO A POINT OF CURVE;
2. ON THE ARC OF CURVE TO THE LEFT, HAVING A DELTA OF 70°02'57", A RADIUS OF 280.00 FEET, A DISTANCE OF 342.32 FEET TO A POINT OF TANGENT;
3. THENCE N78°57'23"E, A DISTANCE OF 258.54 FEET, TO A POINT OF CURVE;
4. ON THE ARC OF A CURVE TO THE LEFT, HAVING A DELTA OF 22°32'30", A RADIUS OF 280.00 FEET, A DISTANCE OF 110.16 FEET, TO A POINT OF TANGENT;
5. N56°24'53"E, A DISTANCE OF 156.37 FEET TO A POINT OF CURVE;
6. ON THE ARC OF A CURVE TO THE RIGHT, HAVING A DELTA OF 30°50'56", A RADIUS OF 220.00 FEET, A DISTANCE OF 118.45 FEET TO A POINT OF TANGENT;
7. N87°15'49"E, A DISTANCE OF 101.97 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF RIVERS RUN AVENUE, AS PLATTED IN SAID RIVER'S RUN SUBDIVISION;

THENCE ON THE WESTERLY RIGHT-OF-WAY LINE OF SAID RIVERS RUN AVENUE THE FOLLOWING THREE (3) COURSES:

1. S02°44'11"E, A DISTANCE OF 126.30 FEET TO A POINT OF CURVE;
2. ON THE ARC OF A CURVE TO THE LEFT, HAVING A DELTA OF 10°11'58", A RADIUS OF 280.00 FEET, A DISTANCE OF 49.84 FEET TO A POINT OF TANGENT;
3. S12°56'09"E, A DISTANCE OF 162.44 FEET TO A POINT ON CURVE SAID POINT BEING ON THE NORTHERLY LINE OF THE ADDITIONAL DEDICATED RIGHT-OF-WAY LINE OF PORTLAND AVENUE AS PLATTED IN SAID RIVER'S RUN SUBDIVISION;

THENCE ON THE NORTHERLY LINE OF SAID ADDITIONAL DEDICATED RIGHT-OF-WAY LINE THE FOLLOWING TWO (2) COURSES:

1. ON THE ARC OF A CURVE TO THE RIGHT, WHOSE CENTER BEARS N11°58'11"W, HAVING A DELTA OF 10°58'02", A RADIUS OF 1,778.98 FEET, A DISTANCE OF 340.52 FEET TO A POINT OF TANGENT;
2. S88°59'51"W, A DISTANCE OF 481.56 FEET TO POINT ON THE WESTERLY BOUNDARY LINE OF SAID RIVER'S RUN SUBDIVISION;

THENCE N37°19'00"W, ON SAID WESTERLY LINE, A DISTANCE OF 1.92 FEET TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 561,067 SQUARE FEET OR 12.880 ACRES.

HAS CAUSED THE AFOREGOING DESCRIBED PROPERTY TO BE SURVEYED, PLATTED AND SUBDIVIDED INTO STREETS AND LOTS AND BLOCKS, AND HAS SHOWN HEREON CERTAIN EASEMENTS FOR DRAINAGE AND PUBLIC UTILITIES AND THE SAME TO BE NUMBERED, PLATTED, SUBDIVIDED, DIMENSIONED AND NAMED AS SHOWN ON THE ANNEXED PLAT FOR THE PURPOSE OF CREATING A SUBDIVISION TO BE KNOWN AS "RIVER'S RUN SUBDIVISION 1ST AMENDMENT"

ALL OF THE STREETS, EASEMENTS FOR DRAINAGE, SIDEWALK AND PUBLIC UTILITY EASEMENTS, SHOWN HEREON ARE HEREBY DEDICATED TO THE PUBLIC FOR PERPETUAL USE.

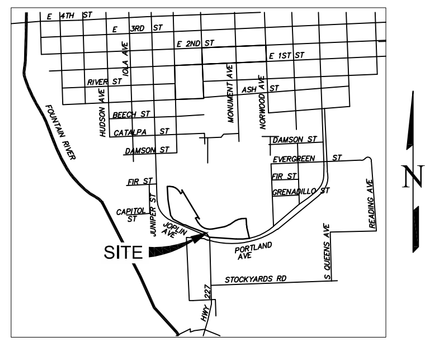
ALL OF THE PROPERTY SHOWN ON THIS PLAT SHALL BE SUBJECT TO THE TERMS AND CONDITIONS DEFINED AND DESCRIBED IN THE DECLARATION OF COVENANTS DATED _____, AND RECORDED IN THE OFFICE OF THE CLERK AND RECORDER OF PUEBLO COUNTY, COLORADO.

ALL EASEMENTS FOR CITY UTILITIES, INCLUDING BUT NOT LIMITED TO SANITARY AND STORM WATER SERVICES AND WHETHER DESIGNATED AS A DRAINAGE EASEMENT, PUBLIC UTILITY EASEMENT OR OTHERWISE HEREON, THE CITY OF PUEBLO SHALL HAVE THE RIGHT, WITHOUT THE NECESSITY AT ANY TIME OF PROCURING THE CONSENT OR PERMISSION OF ANYONE, TO REMOVE ANY BUILDING, FENCE, TREE, STREET OR OTHER IMPROVEMENT OR GROWTH LOCATED UPON SUCH EASEMENT THAT MAY IN ANY WAY ENDANGER OR INTERFERE WITH THE CONSTRUCTION, RECONSTRUCTION, MAINTENANCE, INSPECTION OR REMOVAL OF ALL OR ANY PARTS OF SAID CITY UTILITIES AND TO RECOVER THE COSTS THEREOF, PLUS AN ADMINISTRATIVE CHARGE OF 15% FROM SAID OWNER(S).

DRAINAGE FACILITIES LOCATED WITHIN DRAINAGE EASEMENTS SHOWN HEREON SHALL BE INSTALLED, REPAIRED, AND MAINTAINED IN GOOD WORKING ORDER AND CONDITION BY THE OWNERS OF ALL LOTS WITHIN THE SUBDIVISION, SUBJECT TO THE TERMS AND CONDITIONS OF THE DECLARATION OF COVENANTS REFERENCED HEREON, AND THE STORM WATER FACILITIES MAINTENANCE AGREEMENT DATED_____ AND FILED CONTEMPORANEOUSLY WITH THE ANNEXED PLAT.

THE UNDERSIGNED OWNER HEREBY CONSENTS TO THE ACCESS RESTRICTIONS HEREON.

A FORMAL ENVIRONMENTAL ASSESSMENT FOR THIS SUBDIVISION HAS NOT BEEN PERFORMED; HOWEVER, TO THE BEST OF THE UNDERSIGNED OWNER(S) KNOWLEDGE, INFORMATION, AND BELIEF, THERE ARE NO KNOWN HAZARDOUS SUBSTANCES PRESENT WITHIN THIS SUBDIVISION.



DECLARATION OF COVENANTS:

ALL OF THE PROPERTY SHOWN ON THIS PLAT SHALL BE SUBJECT TO THE TERMS AND CONDITIONS DEFINED AND DESCRIBED IN THE DECLARATION OF COVENANTS DATED _____, AND RECORDED IN THE OFFICE OF THE CLERK AND RECORDER OF PUEBLO COUNTY, COLORADO.

BASIS OF BEARINGS:

THE COURSE BETWEEN THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 20 SOUTH, RANGE 64 WEST ALSO KNOWN A PUEBLO COUNTY GPS MONUMENT NO. 1405, BEING A LEAD PLUG AND TACK IN A STONE, IN A CAST IRON MONUMENT BOX, AND PUEBLO COUNTY GPS MONUMENT NO. 7, BEING A NO. 7 REBAR, WHICH BEARS S04°32'49"E.

NOTICE:

NOTICE IS HEREBY GIVEN THAT ACCEPTANCE OF THIS PLATTED SUBDIVISION BY THE CITY OF PUEBLO, DOES NOT CONSTITUTE AN ACCEPTANCE OF THE DEDICATED PUBLIC ROADS, PARKS, AND OTHER PUBLIC IMPROVEMENTS FOR MAINTENANCE BY THE CITY. UNTIL SUCH DEDICATED PUBLIC ROADS, PARK, AND OTHER PUBLIC IMPROVEMENTS MEET THE REQUIREMENTS, STANDARDS, AND SPECIFICATIONS OF THE CITY, ITS SUBDIVISION ORDINANCE, AND WHERE APPROPRIATE, ITS PARKS DEPARTMENT SPECIFICATIONS, AND SUCH ARE SPECIFICALLY APPROVED AND ACCEPTED IN WRITING BY THE CITY DIRECTOR OF PUBLIC WORKS AND WHERE APPLICABLE, THE CITY DIRECTOR OF PARKS AND RECREATION, THE MAINTENANCE, CONSTRUCTION AND ALL OTHER MATTERS PERTAINING TO OR AFFECTING SAID DEDICATED PUBLIC ROADS, PARK AND OTHER PUBLIC IMPROVEMENTS AND RIGHTS-OF-WAY ARE THE SOLE RESPONSIBILITY OF THE SUBDIVIDER OR ANY SUBSEQUENT OWNER(S) OF THE LAND WITHIN THIS SUBDIVISION. CITY DOES NOT ACCEPT ANY PRIVATE ROADS, EASEMENTS, OR FACILITIES THAT MAY BE DEDICATED HEREON, NOR SHALL THE CITY BE OBLIGATED TO MAINTAIN, CONSTRUCT OR REPAIR SUCH PRIVATE ROADS, EASEMENTS, AND FACILITIES.

PLANNING COMMISSION CERTIFICATION:

THIS IS TO CERTIFY THAT THIS SUBDIVISION WAS APPROVED BY THE PLANNING COMMISSON OF THE CITY OF PUEBLO, COUNTY OF PUEBLO, STATE OF COLORADO.

_____ _____
CHAIRPERSON PLANNING COMMISSION DATE

APPROVAL FOR RECORDING:

APPROVED BY CITY COUNCIL OF PUEBLO, COLORADO BY ORDINANCE NO. _____.

THIS IS TO CERTIFY THAT THE PLAT OF "RIVER'S RUN SUBDIVISION 1ST AMENDMENT, " HAS BEEN APPROVED FOR RECORDING IN THE OFFICE OF THE PUEBLO COUNTY CLERK AND RECORDER OF PUEBLO COUNTY, COLORADO..

_____ _____
CITY CLERK DATE

IMPROVEMENTS CERTIFICATION:

THIS IS TO CERTIFY THAT THE SUBDIVIDER HAS COMPLIED WITH ALTERNATE NO. 4 OF SECTION 12-4-7(J)(1) AND WITH SECTION 12-4-5(b), OF THE 1971 CODE OF ORDINANCES, CITY OF PUEBLO, COUNTY OF PUEBLO, STATE OF COLORADO.

_____ _____
DIRECTOR OF PUBLIC WORKS DATE

SURVEYOR'S STATEMENT:

I, EDWARD R. FISHER, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THIS PLAT HAS BEEN PREPARED UNDER MY DIRECTION IN ACCORDANCE WITH THE COLORADO REVISED STATUTES, AS AMENDED, AND THAT THIS PLAT DOES ACCURATELY SHOW THE DESCRIBED TRACTS OF LAND AND THE SUBDIVISION THEREOF, AND THAT THE REQUIREMENTS OF TITLE 38 OF THE COLORADO REVISED STATUTES, 1973 AS AMENDED, HAVE BEEN MET TO THE BEST OF MY KNOWLEDGE AND BELIEF.

_____
EDWARD R. FISHER, PROFESSIONAL LAND SURVEYOR
COLORADO P.L.S. NO. 38042
FOR AND ON BEHALF OF EDWARD-JAMES SURVEYING, INC.

DEDICATION CONTINUED

IN WITNESS WHEREOF: THE AFOREMENTIONED "_____, HAS EXECUTED THIS

INSTRUMENT THIS _____ DAY OF _____, 202__, A.D.

AMBROSE REAL ESTATE, LLC., A UTAH LIMITED LIABILITY COMPANY

_____
(AARON S. HAAGA, MANAGER)

STATE OF COLORADO)
)SS
COUNTY OF PUEBLO)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS

_____ DAY OF _____, 202__, A.D.

_____.

WITNESS MY HAND AND OFFICIAL SEAL

MY COMMISSION EXPIRES: _____ _____
NOTARY PUBLIC

NOTICE:

*ACCORDING TO COLORADO LAW YOU **MUST** COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.*

REVISIONS NO.	DESCRIPTION	DATE

EDWARD-JAMES SURVEYING, INC.
926 Elkton Drive
Colorado Springs, CO 80907
Office: (719) 576-1216
Fax: (719) 576-1206
4732 Eagleridge Circle
Pueblo, CO 81008
Office: (719) 545-6240
Fax: (719) 545-6247

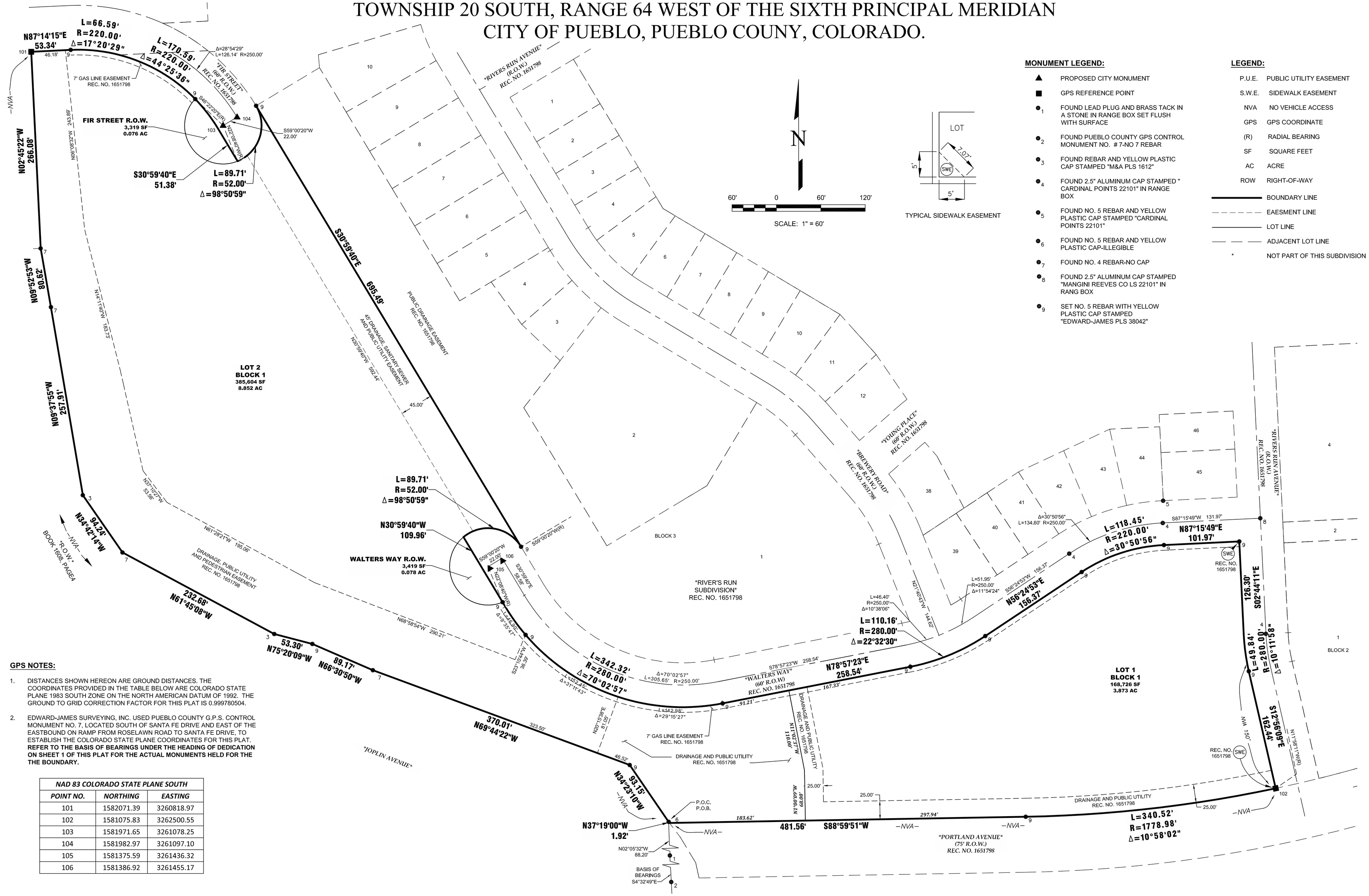
RIVER'S RUN SUBDIVISION 1ST AMENDMENT

A PORTION OF OF THE SE QUARTER OF SECTION 31, AND A PORTION OF THE SW QUARTER OF SECTION 32, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN CITY OF PUEBLO, PUEBLO COUNY, COLORADO.

DRAWN BY	JWT
CHECKED BY	ERF
H-SCALE	N/A
JOB NO.	2300-00
DATE CREATED	12-1-2021
DATE ISSUED	2-9-2022
SHEET NO	1 OF 2

RIVER'S RUN SUBDIVISION 1ST AMENDMENT

BLOCK 1 AND A PORTION OF FIR STREET, RIVER'S RUN SUBDIVISION, BEING A PORTION OF OF THE SOUTHEAST QUARTER OF SECTION 31, AND A PORTION OF THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN CITY OF PUEBLO, PUEBLO COUNY, COLORADO.



MONUMENT LEGEND:

- ▲ PROPOSED CITY MONUMENT
- ■ GPS REFERENCE POINT
- ●1 FOUND LEAD PLUG AND BRASS TACK IN A STONE IN RANGE BOX SET FLUSH WITH SURFACE
- ●2 FOUND PUEBLO COUNTY GPS CONTROL MONUMENT NO. # 7-NO 7 REBAR
- ●3 FOUND REBAR AND YELLOW PLASTIC CAP STAMPED "M&A PLS 1612"
- ●4 FOUND 2.5" ALUMINUM CAP STAMPED " CARDINAL POINTS 22101" IN RANGE BOX
- ●5 FOUND NO. 5 REBAR AND YELLOW PLASTIC CAP STAMPED "CARDINAL POINTS 22101"
- ●6 FOUND NO. 5 REBAR AND YELLOW PLASTIC CAP-ILLEGIBLE
- ●7 FOUND NO. 4 REBAR-NO CAP
- ●8 FOUND 2.5" ALUMINUM CAP STAMPED "MANGINI REEVES CO LS 22101" IN RANG BOX
- ●9 SET NO. 5 REBAR WITH YELLOW PLASTIC CAP STAMPED "EDWARD-JAMES PLS 38042"

LEGEND:

P.U.E.	PUBLIC UTILITY EASEMENT
S.W.E.	SIDEWALK EASEMENT
NVA	NO VEHICLE ACCESS
GPS	GPS COORDINATE
(R)	RADIAL BEARING
SF	SQUARE FEET
AC	ACRE
ROW	RIGHT-OF-WAY
———	BOUNDARY LINE
- - - - -	EAESMENT LINE
———	LOT LINE
—— — ——	ADJACENT LOT LINE
*	NOT PART OF THIS SUBDIVISION

GPS NOTES:

1. DISTANCES SHOWN HEREON ARE GROUND DISTANCES. THE COORDINATES PROVIDED IN THE TABLE BELOW ARE COLORADO STATE PLANE 1983 SOUTH ZONE ON THE NORTH AMERICAN DATUM OF 1992. THE GROUND TO GRID CORRECTION FACTOR FOR THIS PLAT IS 0.999780504.
2. EDWARD-JAMES SURVEYING, INC. USED PUEBLO COUNTY G.P.S. CONTROL MONUMENT NO. 7, LOCATED SOUTH OF SANTA FE DRIVE AND EAST OF THE EASTBOUND ON RAMP FROM ROSELAWN ROAD TO SANTA FE DRIVE, TO ESTABLISH THE COLORADO STATE PLANE COORDINATES FOR THIS PLAT. **REFER TO THE BASIS OF BEARINGS UNDER THE HEADING OF DEDICATION ON SHEET 1 OF THIS PLAT FOR THE ACTUAL MONUMENTS HELD FOR THE THE BOUNDARY.**

NAD 83 COLORADO STATE PLANE SOUTH		
POINT NO.	*NORTHING*	*EASTING*
101	1582071.39	3260818.97
102	1581075.83	3262500.55
103	1581971.65	3261078.25
104	1581982.97	3261097.10
105	1581375.59	3261436.32
106	1581386.92	3261455.17

NO.	REVISIONS DESCRIPTION	DATE

EDWARD-JAMES SURVEYING, INC.
926 Elkton Drive
Colorado Springs, CO 80907
Office: (719) 576-1216
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DRAWN BY	JWT
CHECKED BY	ERF
H-SCALE	1" = 60'
JOB NO.	2300-00
DATE CREATED	12-1-2021
DATE ISSUED	2-9-2022
SHEET NO	2 OF 2

city of PUEBLO colorado

Planning & Community Development

211 East D Street | Pueblo, Colorado 81003 | Tel 719-553-2259 | Fax 719-553-2359 | TTY 719-553-2611 | www.pueblo.us

Planning & Zoning Application

Please type or print clearly. Illegible applications will not be accepted. Case #: _____

Contact Info

Property Owner		**Applicant**	
Name: Aaron Haaga		Name: (Same)	
Company: Ambrose Real Estate, LLC		Company:	
Address: 6375 S. Highland Drive Salt Lake City, UT	Zip: 84121	Address:	Zip:
Phone: (801) 278-1111 801) 598-6492		Phone: ( )	
Email: kelly@stonebrook.com		Email:	
Engineer		**Surveyor**	
Name: Darlene Horn		Name: Edward Fisher	
Company: DK Horn Engineering & Design, Inc.		Company: Edward-James Surveying, Inc.	
Address: 2441 S. Prairie Pueblo, CO	Zip: 81005	Address: 4732 Eagleridge Circle Pueblo, CO	Zip: 81008
Phone: (719) 696-8274		Phone: (719) 545-6240	
Email: darlene@dkheng.com		Email: edwardf@ejsurveying.com	

The applicant will be the primary contact unless otherwise noted.

Property Info

Project Location: (address or general description) Lots 1 through 8, Block 1, River's Run Subdivision Located at the intersection of Portland Avenue and Joplin Avenue

Parcel No(s): 432319001, 432319002, 432319003, 432319004, 431452001, 431452002, 431452003, & 431452004

Existing Zone: BP | Proposed Zone (if applicable):

PUD Name (if applicable): n/a

Project Scope

Project Name: River's Run Subdivision 1st Amendment

- ☐ Rearrangement of Property Boundaries:
  - # of existing lots: _____ Total acres: _____
- ☐ Overall Development Plan
- ☐ Site Plan Review: Building area: _____ sf
  - ○ HARP ○ Development Plan ○ PUD ○ Student Housing
- ☐ Special Area Plan
- ☒ Street Name Change: Existing Name: A portion of Fir Street Proposed Name: Walters Way
- ☒ Subdivision: # of lots: Replat 8 lots into 3 lots Total acres: 12.880
- ☐ Text Amendment
- ☒ Vacation: ☒ Street ○ Alley ☒ Easement ○ Other: _____
- ☐ Other: _____

(Continue Next Page)

(Continued from previous page)

Project Information

Provide a brief description of the proposed request: SEE ATTACHED DESCRIPTION

What is the total acreage included in the project? 12.880

What is the proposed use of the property?

☒ Commercial ☒ Multi-family ☐ Residential ☐ Industrial ☐ Other

Are there any other pending or recently approved Land Use applications regarding this property? ☐ Yes ☒ No

If yes, please list:

Attachments

Attachment Checklist

The following list of attachments are required to accompany all applications:

- ☒ A. CD with DWF and DWG (Autocad) file of all plans and drawings & a PDF of all documents submitted.
- ☒ B. Pueblo County Assessor's Property Information print out (www.co.pueblo.co.us)
- ☒ C. Additional information as required by the **P&Z Submittal Requirements Sheet.**

Terms

By signing below, the Property Owner and Applicant are representing that each understands and agrees to the following terms:

1. Authorized personnel from the City of Pueblo, are hereby granted the right to enter the subject property for the purposes of reviewing and processing the application, including Certificate of Occupancy Inspections.
2. There are no known hazards or vicious animals present on the subject property.
3. All information contained in this application, is true and accurate to the best of my knowledge.
4. The City of Pueblo is under no obligation to approve the request contained in this application. No promises of approval are conveyed with the acceptance of this application.
5. It is highly recommended that a licensed surveyor complete a property survey before any construction takes place. The property owner is responsible for any construction that takes place within the boundaries of their property. The city may require any construction built outside of the property legal boundaries or within any setbacks (by intent or error), to be removed at the owners' expense.

Signatures

Property Owner

Print Name:	Ambrose Real Estate, LLC	
Signature:		Date: 1/7/22

Applicant, if different from Property Owner

Print Name:		
Signature:		Date:

Office Use Only

Zoning Compliance (Completed by City Staff)

Application checked for completeness by:	Date:	Fee Paid:

February 22, 2022

The City Planning and Zoning Commission will hold a public hearing on requests from **Ambrose Real Estate, LLC** for the approval of the following application(s) generally located north and east of S. Joplin Ave. and north of S. Portland Ave.

Z-22-01 River's Run Rezoning: Rezoning of 23.61 acres from B-P, Business Park to R-5, Mixed Residential and Office District

V-22-01 Rivers' Run Subdivision Right-of-Way and Easement Vacation: Vacation of a portion of Fir Street and multiple easements within Blocks 1 and 2.

S-22-01 River's Run Subdivision 1st Amendment: Re-subdivision of 12.88 (13 lots) into three multi-family residential lots.

The Planning and Zoning Commission meeting will be held on March 9, 2022, at 3:30 p.m., in City Council Chambers, 1 City Hall Place, Pueblo, CO or by Zoom: https://pueblo.zoom.us/j/92717867722?pwd=WUdnaHVGbnlCdHRrUHNFZnpPWG1Ydz09, Meeting ID: 927 1786 7722, Passcode: 195462, Telephone: 1 346 248 7799 US (Houston), 1 669 900 6833 US (San Jose). You are welcome to attend this public hearing and express your viewpoint concerning this proposal. To review the plans and staff report for the proposed application, please visit www.pueblo.us/PandZ and click on "Most Recent Agenda" no sooner than the Friday prior to the hearing. **Please contact the planner listed below if you have questions.**

Scott Hobson, Acting Director
Planning & Community Development
By **Beritt Odom**, Principal Planner
(719) 553-2339

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Scott Hobson, Acting Director
Planning & Community Development
By **Beritt Odom**, Principal Planner
(719) 553-2339

CASE NUMBER V-22-01

CERTIFICATION

I hereby certify that I did this day cause written notice of the public hearing on the Easement Vacation: Street Vacation- Rivers Run to be sent to the attached list of owners of the property lying within hundred (300) feet of the said property on which the vacation is proposed by depositing the same properly addressed and postage paid in the post office, as set forth in the Code of Ordinances, Section 17-6-2.

2-18-22
(Date)

PUEBLO PLANNING & ZONING COMMISSION

By KAREN ELGIN

I hereby certify that I did this day verify and photograph the posted notice of the public hearing on the Street Vacation- Rivers Run, upon which action is pending as set forth in the Code of Ordinances, Section 17-6-2.

2-18-22
(Date)

PUEBLO PLANNING & ZONING COMMISSION

By KAREN ELGIN

Owner	OwnerStree	OwnerCity	Ow	OwnerZip
PHILLIPS MITCHELL DEAN + ADDINGTON R	1000 HICKORY ST	PUEBLO	CO	81001-5514
ARAGON PAUL L	1000 S NORWOOD AVE	PUEBLO	CO	81001-5516
JIMENEZ RICARDO ALFONSO + JIMENEZ VI	1009 FIR ST	PUEBLO	CO	81001-4506
BARELA CARLA M + CORDOVA DANIEL A +	1015 FIR ST	PUEBLO	CO	81001-4506
ERA HOLDINGS II LLC	1152 41ST LN	PUEBLO	CO	81006-9315
HAMMOND DALE H	1201 S LA CROSSE AVE	PUEBLO	CO	81001-4543
HARP LLC	14183 E LAYTON DR	AURORA	CO	80015-1244
LOPEZ CRYSTAL	1502 GRENADILLO ST	PUEBLO	CO	81001-4516
FINN WILLIAM G + TAPIA BERDINE	1504 GRENADILLO ST	PUEBLO	CO	81001-4516
GONZALES GREGORIO + GONZALES PHYLL	1509 GRENADILLO ST	PUEBLO	CO	81001-4515
CHAVEZ MARQUEZ JAIME	1511 GRENADILLO ST	PUEBLO	CO	81001-4515
TONY J BELTRAMO + SONS INC + BELTRAM	1541 STOCKYARD RD	PUEBLO	CO	81001-0468
DEPT OF HIGHWAYS STATE OF COLORADO	4201 E ARKANSAS AVE	DENVER	CO	80222-3406
PRICE ADAM STEVEN	4760 S HIGHLAND DR PMB	SALT LAKE CITY	UT	84117-5149
LEGENDS SUBDIVISION LLC + AMBROSE RE	6375 S HIGHLAND DR	SALT LAKE CITY	UT	84121-6561
OUR FUTURE LEASING CO LLC + C/O ECO SI	750 PARK OF COMMERCE D	BOCA BATON	FL	33487-3650
ESQUIVEL JAVIER A	810 S NORWOOD AVE	PUEBLO	CO	81001-4400
GIBSON DANIEL LEWIS	813 S NORWOOD AVE	PUEBLO WEST	CO	81001-4462
BUNN ALPHONSO	817 S NORWOOD AVE	PUEBLO	CO	81001-4462
MARIN ARTEMIO ANDRADE	821 S NORWOOD AVE	PUEBLO	CO	81001-4462
COMINS CHRISTINE J + LINDREN LORA LEE	833 30 1/2 LN	PUEBLO	CO	81006-9540
GARCIA LAURA + GARCIA LORI A	935 ELM ST	PUEBLO	CO	81004-2531
CITY OF PUEBLO A MUNICIPAL CORPORAT	PO BOX 1427	PUEBLO	CO	81002-1427
FEARN GARY R	PO BOX 20368	COLORADO CITY	CO	81019-2368
GONZALES GREGORIO/GONZALES ERNEST	PO BOX 8806	PUEBLO	CO	81008-8806
A T + S F RR CO	PO BOX 961089	FORT WORTH	TX	76161-0089

City Clerk's Office Item # N-9

BACKGROUND PAPER FOR PROPOSED ORDINANCE

COUNCIL MEETING DATE: May 23, 2022

TO: President Heather Graham and Members of City Council

CC: Nicholas A. Gradisar, Mayor

VIA: Marisa Stoller, City Clerk

FROM: Scott Hobson, Acting Director of Planning and Community Development

SUBJECT: AN ORDINANCE APPROVING THE RIVER'S RUN SUBDIVISION 1ST AMENDMENT

SUMMARY:

The applicant is requesting to resubdivide 12.880-acres from eight lots into two large lots to facilitate multifamily residential development.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

The Planning and Zoning Commission approved the River's Run Master Development Plan, Case No. MP-04-01 in 2004. The master plan identified the resubdivision area for light industrial uses and it was subsequently subdivided into eight non-residential lots with drainage/utility easements servicing each lot. The property owner is now requesting to deviate from the approved master plan to resubdivide the eight lots into two large lots to facilitate the development of multifamily residential housing within the City's lower Eastside Neighborhood. The resubdivision site sits directly south of the existing R-2 zoned, single-family residential lots. The applicant intends to develop an apartment complex adjacent to Joplin Avenue, which would better compliment the adjacent single-family uses to the north. To accomplish the proposed development, the applicant is also requesting to vacate a portion of Fir Street, drainage/utility easements; rezone Lots 1-8, Block 1, and Lots 1-4, Block 2; rearrange Lots 1-4, Block 2; and rearrange Lots 1-2, Block 3. Planning staff concurs with the applicant and supports the rezoning, vacation, rearrangement and resubdivision to introduce more compatible development within the southern portion of the River's Run community. Concurrent requests along with this resubdivision are River's Run Rezoning, 23.61 acres from B-P, Business Park to R-5, Multiple Residential and Office District and River's Run Subdivision, right-of-way and easement vacation. (Administrative matters: River's Run Subdivision rearrangement of property boundaries, rearrange lots 1-4, block 2 into parcel A and River's Run Subdivision rearrangement of property boundaries, rearrange lots 1-2, block 3 into parcel B.)

FINANCIAL IMPLICATIONS:

There are no financial implications for the City.

BOARD/COMMISSION RECOMMENDATION:

The Planning and Zoning Commission, at their March 9, 2022 Regular Meeting, voted 7-0 to recommend approval.

STAKEHOLDER PROCESS:

The Planning Department sent out Notice of the Planning and Zoning Commission Public Hearing to all property owners located within 300 feet of the subject property.

ALTERNATIVES:

If City Council does not approve this Ordinance, the site will not be resubdivided which will impede development of the site.

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

RECOMMENDATION:

Approval of the Ordinance.

Attachments:
Proposed Ordinance.
Minutes of the Planning and Zoning Commission March 9, 2022 Public Hearing
Memorandum from the Department of Public Works Dated May 12, 2022
Planning and Zoning Commission Staff Report with Attachments and Exhibits

ORDINANCE NO. _____

AN ORDINANCE APPROVING THE RIVER'S RUN SUBDIVISION 1ST AMENDMENT

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

SECTION 1.

The final plat of the River's Run Subdivision 1st Amendment, being a subdivision of land legally described as:

A TRACT OF LAND BEING LOTS 1 THOUGH 8, BLOCK 1, INCLUSIVE AND A PORTION OF FIR STREET AS PLATTED IN RIVER'S RUN SUBDIVISION, AS RECORDED UNDER RECEPTION NUMBER 1651798, RECORDS OF PUEBLO COUNTY, COLORADO, BEING A PORTION OF THE SOUTHEAST QUARTER OF SECTION 31 AND A PORTION OF THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF PUEBLO, PUEBLO COUNTY, COLORADO.

BASIS OF BEARINGS: THE COURSE BETWEEN THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF PLUG AND TACK IN A STONE, IN A CAST IRON MONUMENT BOX, AND A NO.7 REBAR KNOWN AS PUEBLO COUNTY GPS MONUMENT NO. 7, WHICH IS ASSUMED TO BEAR S04°32'49"E.

COMMENCING AT THE POINT OF BEGINNING AS SHOWN ON THE PLAT OF RIVER'S RUN SUBDIVISION, AS RECORDED UNDER RECEPTION NUMBER 1651798, RECORDS OF PUEBLO COUNTY, COLORADO, SAID POINT BEING AND ANGLE POINT ON THE WESTERLY BOUNDARY LINE OF SAID RIVER'S RUN SUBDIVISION, SAID POINT BEING THE POINT OF BEGINNING; THENCE ON THE BOUNDARY OF SAID RIVER'S RUN SUBDIVISION THE FOLLOWING ELEVEN (11) COURSES:

1. N34°23'10"W, A DISTANCE OF 93.15 FEET;
2. N69°44'22"W, A DISTANCE OF 370.01 FEET;
3. N66°30'50"W, A DISTANCE OF 89.17 FEET;
4. N75°20'09"W, A DISTANCE OF 53.30 FEET;
5. N61°45'08"W, A DISTANCE OF 232.68 FEET;
6. N34°42'14"W, A DISTANCE OF 94.24 FEET;
7. N09°37'55"W, A DISTANCE OF 257.91 FEET;
8. N09°52'53"W, A DISTANCE OF 80.62 FEET;
9. N02°45'22"W, A DISTANCE OF 266.08 FEET;
10. N87°14'15"E, A DISTANCE OF 53.34 FEET TO A POINT OF CURVE;
11. ON THE ARC OF A CURVE TO THE RIGHT, HAVING A DELTA OF 17°20'29", A RADIUS OF 220.00 FEET; A DISTANCE OF 66.59 FEET TO A POINT ON CURVE, SAID POINT BEING ON THE WESTERLY RIGHT-OF-WAY LINE OF FIR STREET AS PLATTED IN SAID RIVER'S RUN SUBDIVISION;

THENCE ON SAID RIGHT-OF-WAY LINE THE FOLLOWING TWO (2) COURSES:

1. CONTINUING ON SAID CURVE TO THE RIGHT, HAVING A DELTA OF 44°25'36”, A RADIUS OF 220.00 FEET, A DISTANCE OF 170.59 FEET TO A POINT OF TANGENT;
2. S30°59'40”E, A DISTANCE OF 51.38 FEET TO A POINT ON CURVE;

THENCE ON THE ARC OF A CURVE TO THE LEFT, WHOSE CENTER BEARS N22°08'40”W, HAVING A DELTA OF 98°51'00”, A RADIUS OF 52.00 FEET, A DISTANCE OF 89.71 FEET TO A POINT ON CURVE SAID POINT BEING ON THE WESTERLY RIGHT-OF-WAY OF FIR STREET AS PLATTED IN SAID RIVER'S RUN SUBDIVISION; THENCE S30°59'40”E, ON SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 695.49 FEET TO A POINT ON CURVE; THENCE ON THE ARC OF A CURVE TO THE LEFT, WHOSE CENTER BEARS S59°00'20”W, HAVING A DELTA OF 98°50'59”, A RADIUS OF 52.00 FEET, A DISTANCE OF 89.71 FEET TO A POINT ON CURVE, SAID POINT BEING ON THE WESTERLY RIGHT-OF-WAY LINE OF SAID FIR STREET; THENCE ON SAID RIGHT-OF WAY THE FOLLOWING SEVEN (7) COURSES:

1. S30°59'40”E, A DISTANCE OF 109.96 FEET TO A POINT OF CURVE;
2. ON THE ARC OF CURVE TO THE LEFT, HAVING A DELTA OF 70°02'57”, A RADIUS OF 280.00 FEET, A DISTANCE OF 342.32 FEET TO A POINT OF TANGENT;
3. THENCE N78°57'23”E, A DISTANCE OF 258.54 FEET, TO A POINT OF CURVE;
4. ON THE ARC OF A CURVE TO THE LEFT, HAVING A DELTA OF 22°32'30”, A RADIUS OF 280.00 FEET, A DISTANCE OF 110.16 FEET, TO A POINT OF TANGENT;
5. N56°24'53”E, A DISTANCE OF 156.37 FEET TO A POINT OF CURVE;
6. ON THE ARC OF A CURVE TO THE RIGHT, HAVING A DELTA OF 30°50'56”, A RADIUS OF 220.00 FEET, A DISTANCE OF 118.45 FEET TO A POINT OF TANGENT;
7. N87°15'49”E, A DISTANCE OF 101.97 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF RIVERS RUN AVENUE, AS PLATTED IN SAID RIVER'S RUN SUBDIVISION;

THENCE ON THE WESTERLY RIGHT-OF-WAY LINE OF SAID RIVERS RUN AVENUE THE FOLLOWING THREE (3) COURSES:

1. S02°44'11”E, A DISTANCE OF 126.30 FEET TO A POINT OF CURVE;
2. ON THE ARC OF A CURVE TO THE LEFT, HAVING A DELTA OF 10°11'58”, A RADIUS OF 280.00 FEET, A DISTANCE OF 49.84 FEET TO A POINT OF TANGENT;
3. S12°56'09”E, A DISTANCE OF 162.44 FEET TO A POINT ON CURVE SAID POINT BEING ON THE NORTHERLY LINE OF THE ADDITIONAL DEDICATED RIGHT-OF-WAY LINE OF PORTLAND AVENUE AS PLATTED IN SAID RIVER'S RUN SUBDIVISION;

THENCE ON THE NORTHERLY LINE OF SAID ADDITIONAL DEDICATED RIGHT-OF-WAY LINE THE FOLLOWING TWO (2) COURSES:

1. ON THE ARC OF A CURVE TO THE RIGHT, WHOSE CENTER BEARS N11°58'11”W, HAVING A DELTA OF 10°58'02”, A RADIUS OF 1,778.98 FEET, A DISTANCE OF 340.52 FEET TO A POINT OF TANGENT;

2. S88°59'51”W, A DISTANCE OF 481.56 FEET TO POINT ON THE WESTERLY BOUNDARY LINE OF SAID RIVER'S RUN SUBDIVISION;

   THENCE N37°19'00”W, ON SAID WESTERLY LINE, A DISTANCE OF 1.92 FEET TO THE POINT OF BEGINNING.
   CONTAINING A CALCULATED AREA OF 561,067 SQUARE FEET OR 12.880 ACRES.

attached hereto, is hereby approved. All dedicated streets, utility and drainage easements, rights-of-way and land set aside for public sites, parks and open spaces shown and dedicated on said plat are hereby accepted for public use.

SECTION 2.

The acceptance of such dedicated streets, rights-of-way, utility and drainage easements, public sites, parks and open spaces by the City does not obligate the City to maintain or repair same until such streets, rights-of-way, utility and drainage easements, public sites, parks and open spaces have been constructed and installed in compliance and in accordance with the requirements and provisions of Chapter 4, Title XII of the Pueblo Municipal Code, as amended and any agreement entered into pursuant thereto.

SECTION 3.

Neither the adoption of this Ordinance nor the requirements imposed hereby shall create any duty or obligation of any person, firm, corporation or other entity with regard to the enforcement or nonenforcement of this Ordinance or the City’s Subdivision Ordinances and regulations. No person, firm, corporation or other entity shall have any private right of action, claim or demand against the City or its officers, employees or agents, for any injury, damage or liability arising out of or in any way connected with the adoption, enforcement, or nonenforcement of this Ordinance or the Subdivision Ordinance and Regulations of the City, or the engineering, surveying, drainage improvement or other work or improvements required thereby. Nothing in this Ordinance or in the City’s subdivision Ordinances and regulations shall create or be construed to create any claim, demand or liability against the City or its officers, employees or agents, or to waive any of the immunities, limitations on liability, or other provisions of the Colorado Governmental Immunity Act, Section 24-l0-l0l, et seq. Colorado Revised Statutes, or to waive any immunities or limitations on liability otherwise available to the City or its officers, employees or agents.

SECTION 4.

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

SECTION 5.

This Ordinance shall be approved upon final passage but shall not become effective until: (a) all information, documents, drawings, profiles, and plat required by Chapter 4 of Title XII of the Pueblo Municipal Code meeting and complying with the subdivision requirements of the City with such modifications, if any, approved by City Council, have been filed with and approved by the Director of Public Works, and (b) the final subdivision plat is recorded in the office of the Pueblo County Clerk and Recorder. If any such filings and approvals have been deferred pursuant to Section 12-4-5(b)(2) of the Pueblo Municipal Code and are not for any

reason filed and approved within one (1) year after final passage of this Ordinance, or within any extended period granted by Resolution of the City Council, this Ordinance shall automatically be rescinded and repealed thirty (30) days after written notice of such rescission and repeal is given to the Subdivider. No vested rights shall accrue to the subdivision or be acquired until this Ordinance becomes effective.

SECTION 6.

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

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on _____.

Final adoption of Ordinance by City Council on _____.

_____
President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____based on the following objections:

_____
_____
_____
_____

_____
Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

_____
President of City Council

ATTEST

_____

City Clerk

RIVER'S RUN SUBDIVISION 1ST AMENDMENT

BLOCK 1 AND A PORTION OF FIR STREET, RIVER'S RUN SUBDIVISION, BEING A PORTION OF OF THE SOUTHEAST QUARTER OF SECTION 31, AND A PORTION OF THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN CITY OF PUEBLO, PUEBLO COUNY, COLORADO.

DEDICATION

KNOW ALL MEN BY THESE PRESENTS: THAT AMBROSE REAL ESTATE, LLC., A UTAH LIMITED LIABILITY COMPANY, BEING THE SOLE OWNER OF THE FOLLOWING PROPERTY:

A TRACT OF LAND BEING LOTS 1 THOUGH 8, BLOCK 1, INCLUSIVE AND A PORTION OF FIR STREET AS PLATTED IN RIVER'S RUN SUBDIVISION, AS RECORDED UNDER RECEPTION NUMBER 1651798, RECORDS OF PUEBLO COUNTY, COLORADO, BEING A PORTION OF THE SOUTHEAST QUARTER OF SECTION 31 AND A PORTION OF THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF PUEBLO, PUEBLO COUNTY, COLORADO.

BASIS OF BEARINGS: THE COURSE BETWEEN THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN, ALSO KNOWN AS PUEBLO COUNTY GPS MONUMENT NO. 1405, BEING A LEAD PLUG AND TACK IN A STONE, IN A CAST IRON MONUMENT BOX, AND A NO.7 REBAR KNOWN AS PUEBLO COUNTY GPS MONUMENT NO. 7, WHICH IS ASSUMED TO BEAR S04°32'49"E.

COMMENCING AT THE POINT OF BEGINNING AS SHOWN ON THE PLAT OF RIVER'S RUN SUBDIVISION, AS RECORDED UNDER RECEPTION NUMBER 1651798, RECORDS OF PUEBLO COUNTY, COLORADO, SAID POINT BEING AN ANGLE POINT ON THE WESTERLY BOUNDARY LINE OF SAID RIVER'S RUN SUBDIVISION, SAID POINT BEING THE POINT OF BEGINNING; THENCE ON THE BOUNDARY OF SAID RIVER'S RUN SUBDIVISION THE FOLLOWING ELEVEN (11) COURSES:

1. N34°23'10"W, A DISTANCE OF 93.15 FEET;
2. N69°44'22"W, A DISTANCE OF 370.01 FEET;
3. N66°30'50"W, A DISTANCE OF 89.17 FEET;
4. N75°20'09"W, A DISTANCE OF 53.30 FEET;
5. N61°45'08"W, A DISTANCE OF 232.68 FEET;
6. N34°42'14"W, A DISTANCE OF 94.24 FEET;
7. N09°37'55"W, A DISTANCE OF 257.91 FEET;
8. N09°52'53"W, A DISTANCE OF 80.62 FEET;
9. N02°45'22"W, A DISTANCE OF 266.08 FEET;
10. N87°14'15"E, A DISTANCE OF 53.34 FEET TO A POINT OF CURVE;
11. ON THE ARC OF A CURVE TO THE RIGHT, HAVING A DELTA OF 17°20'29", A RADIUS OF 220.00 FEET; A DISTANCE OF 66.59 FEET TO A POINT ON CURVE, SAID POINT BEING ON THE WESTERLY RIGHT-OF-WAY LINE OF FIR STREET AS PLATTED IN SAID RIVER'S RUN SUBDIVISION,

THENCE ON SAID RIGHT-OF-WAY LINE THE FOLLOWING TWO (2) COURSES:

1. CONTINUING ON SAID CURVE TO THE RIGHT, HAVING A DELTA OF 44°25'36", A RADIUS OF 220.00 FEET, A DISTANCE OF 170.59 FEET TO A POINT OF TANGENT;
2. S30°59'40"E, A DISTANCE OF 51.38 FEET TO A POINT ON CURVE;

THENCE ON THE ARC OF A CURVE TO THE LEFT, WHOSE CENTER BEARS N22°08'40"W, HAVING A DELTA OF 98°50'59", A RADIUS OF 52.00 FEET, A DISTANCE OF 89.71 FEET TO A POINT ON CURVE, SAID POINT BEING ON THE WESTERLY RIGHT-OF-WAY OF FIR STREET AS PLATTED IN SAID RIVER'S RUN SUBDIVISION; THENCE S30°59'40"E, ON SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 695.49 FEET TO A POINT ON CURVE; THENCE ON THE ARC OF A CURVE TO THE LEFT, WHOSE CENTER BEARS S59°00'20"W, HAVING A DELTA OF 98°50'59", A RADIUS OF 52.00 FEET, A DISTANCE OF 89.71 FEET TO A POINT ON CURVE, SAID POINT BEING ON THE WESTERLY RIGHT-OF-WAY LINE OF SAID FIR STREET; THENCE ON SAID RIGHT-OF WAY THE FOLLOWING SEVEN (7) COURSES:

1. S30°59'40"E, A DISTANCE OF 109.96 FEET TO A POINT OF CURVE;
2. ON THE ARC OF CURVE TO THE LEFT, HAVING A DELTA OF 70°02'57", A RADIUS OF 280.00 FEET, A DISTANCE OF 342.32 FEET TO A POINT OF TANGENT;
3. THENCE N78°57'23"E, A DISTANCE OF 258.54 FEET, TO A POINT OF CURVE;
4. ON THE ARC OF A CURVE TO THE LEFT, HAVING A DELTA OF 22°32'30", A RADIUS OF 280.00 FEET, A DISTANCE OF 110.16 FEET, TO A POINT OF TANGENT;
5. N56°24'53"E, A DISTANCE OF 156.37 FEET TO A POINT OF CURVE;
6. ON THE ARC OF A CURVE TO THE RIGHT, HAVING A DELTA OF 30°50'56", A RADIUS OF 220.00 FEET, A DISTANCE OF 118.45 FEET TO A POINT OF TANGENT;
7. N87°15'49"E, A DISTANCE OF 101.97 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF RIVERS RUN AVENUE, AS PLATTED IN SAID RIVER'S RUN SUBDIVISION;

THENCE ON THE WESTERLY RIGHT-OF-WAY LINE OF SAID RIVERS RUN AVENUE THE FOLLOWING THREE (3) COURSES:

1. S02°44'11"E, A DISTANCE OF 126.30 FEET TO A POINT OF CURVE;
2. ON THE ARC OF A CURVE TO THE LEFT, HAVING A DELTA OF 10°11'58", A RADIUS OF 280.00 FEET, A DISTANCE OF 49.84 FEET TO A POINT OF TANGENT;
3. S12°56'09"E, A DISTANCE OF 162.44 FEET TO A POINT ON CURVE, SAID POINT BEING ON THE NORTHERLY LINE OF THE ADDITIONAL DEDICATED RIGHT-OF-WAY LINE OF PORTLAND AVENUE AS PLATTED IN SAID RIVER'S RUN SUBDIVISION;

THENCE ON THE NORTHERLY LINE OF SAID ADDITIONAL DEDICATED RIGHT-OF-WAY LINE THE FOLLOWING TWO (2) COURSES:

1. ON THE ARC OF A CURVE TO THE RIGHT, WHOSE CENTER BEARS N11°58'11"W, HAVING A DELTA OF 10°58'02", A RADIUS OF 1,778.98 FEET, A DISTANCE OF 340.52 FEET TO A POINT OF TANGENT;
2. S88°59'51"W, A DISTANCE OF 481.56 FEET TO POINT ON THE WESTERLY BOUNDARY LINE OF SAID RIVER'S RUN SUBDIVISION;

THENCE N37°19'00"W, ON SAID WESTERLY LINE, A DISTANCE OF 1.92 FEET TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 561,067 SQUARE FEET OR 12.880 ACRES.

HAS CAUSED THE AFOREGOING DESCRIBED PROPERTY TO BE SURVEYED, PLATTED AND SUBDIVIDED INTO STREETS AND LOTS AND BLOCKS, AND HAS SHOWN HEREON CERTAIN EASEMENTS FOR DRAINAGE AND PUBLIC UTILITIES AND THE SAME TO BE NUMBERED, PLATTED, SUBDIVIDED, DIMENSIONED AND NAMED AS SHOWN ON THE ANNEXED PLAT FOR THE PURPOSE OF CREATING A SUBDIVISION TO BE KNOWN AS "RIVER'S RUN SUBDIVISION 1ST AMENDMENT"

ALL OF THE STREETS, EASEMENTS FOR DRAINAGE, SIDEWALK AND PUBLIC UTILITY EASEMENTS, SHOWN HEREON ARE HEREBY DEDICATED TO THE PUBLIC FOR PERPETUAL USE.

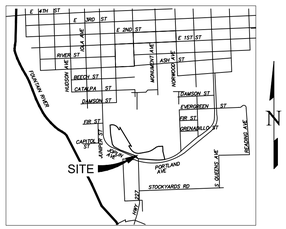
ALL OF THE PROPERTY SHOWN ON THIS PLAT SHALL BE SUBJECT TO THE TERMS AND CONDITIONS DEFINED AND DESCRIBED IN THE DECLARATION OF COVENANTS DATED _____, AND RECORDED IN THE OFFICE OF THE CLERK AND RECORDER OF PUEBLO COUNTY, COLORADO.

ALL EASEMENTS FOR CITY UTILITIES, INCLUDING BUT NOT LIMITED TO SANITARY AND STORM WATER SERVICES AND WHETHER DESIGNATED AS A DRAINAGE EASEMENT, PUBLIC UTILITY EASEMENT OR OTHERWISE HEREON, THE CITY OF PUEBLO SHALL HAVE THE RIGHT, WITHOUT THE NECESSITY AT ANY TIME OF PROCURING THE CONSENT OR PERMISSION OF ANYONE, TO REMOVE ANY BUILDING, FENCE, TREE, STREET OR OTHER IMPROVEMENT OR GROWTH LOCATED UPON SUCH EASEMENT THAT MAY IN ANY WAY ENDANGER OR INTERFERE WITH THE CONSTRUCTION, RECONSTRUCTION, MAINTENANCE, INSPECTION OR REMOVAL OF ALL OR ANY PARTS OF SAID CITY UTILITIES AND TO RECOVER THE COSTS THEREOF, PLUS AN ADMINISTRATIVE CHARGE OF 15% FROM SAID OWNER(S).

DRAINAGE FACILITIES LOCATED WITHIN DRAINAGE EASEMENTS SHOWN HEREON SHALL BE INSTALLED, REPAIRED, AND MAINTAINED IN GOOD WORKING ORDER AND CONDITION BY THE OWNERS OF ALL LOTS WITHIN THE SUBDIVISION, SUBJECT TO THE TERMS AND CONDITIONS OF THE DECLARATION OF COVENANTS REFERENCED HEREON, AND THE STORM WATER FACILITIES MAINTENANCE AGREEMENT DATED_____ AND FILED CONTEMPORANEOUSLY WITH THE ANNEXED PLAT.

THE UNDERSIGNED OWNER HEREBY CONSENTS TO THE ACCESS RESTRICTIONS HEREON.

A FORMAL ENVIRONMENTAL ASSESSMENT FOR THIS SUBDIVISION HAS NOT BEEN PERFORMED; HOWEVER, TO THE BEST OF THE UNDERSIGNED OWNER(S) KNOWLEDGE, INFORMATION, AND BELIEF, THERE ARE NO KNOWN HAZARDOUS SUBSTANCES PRESENT WITHIN THIS SUBDIVISION.



DECLARATION OF COVENANTS:

ALL OF THE PROPERTY SHOWN ON THIS PLAT SHALL BE SUBJECT TO THE TERMS AND CONDITIONS DEFINED AND DESCRIBED IN THE DECLARATION OF COVENANTS DATED _____, AND RECORDED IN THE OFFICE OF THE CLERK AND RECORDER OF PUEBLO COUNTY, COLORADO.

BASIS OF BEARINGS:

THE COURSE BETWEEN THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN, ALSO KNOWN A PUEBLO COUNTY GPS MONUMENT NO. 1405, BEING A LEAD PLUG AND TACK IN A STONE, IN A CAST IRON MONUMENT BOX, AND PUEBLO COUNTY GPS MONUMENT NO. 7, BEING A NO. 7 REBAR, WHICH BEARS S04°32'49"E.

NOTICE:

NOTICE IS HEREBY GIVEN THAT ACCEPTANCE OF THIS PLATTED SUBDIVISION BY THE CITY OF PUEBLO, DOES NOT CONSTITUTE AN ACCEPTANCE OF THE DEDICATED PUBLIC ROADS, PARKS, AND OTHER PUBLIC IMPROVEMENTS FOR MAINTENANCE BY THE CITY. UNTIL SUCH DEDICATED PUBLIC ROADS, PARK, AND OTHER PUBLIC IMPROVEMENTS MEET THE REQUIREMENTS, STANDARDS, AND SPECIFICATIONS OF THE CITY, ITS SUBDIVISION ORDINANCE, AND WHERE APPROPRIATE, ITS PARKS DEPARTMENT SPECIFICATIONS, AND SUCH ARE SPECIFICALLY APPROVED AND ACCEPTED IN WRITING BY THE CITY DIRECTOR OF PUBLIC WORKS AND WHERE APPLICABLE, THE CITY DIRECTOR OF PARKS AND RECREATION, THE MAINTENANCE, CONSTRUCTION AND ALL OTHER MATTERS PERTAINING TO OR AFFECTING SAID DEDICATED PUBLIC ROADS, PARK AND OTHER PUBLIC IMPROVEMENTS AND RIGHTS-OF-WAY ARE THE SOLE RESPONSIBILITY OF THE SUBDIVIDER OR ANY SUBSEQUENT OWNER(S) OF THE LAND WITHIN THIS SUBDIVISION. CITY DOES NOT ACCEPT ANY PRIVATE ROADS, EASEMENTS, OR FACILITIES THAT MAY BE DEDICATED HEREON, NOR SHALL THE CITY BE OBLIGATED TO MAINTAIN, CONSTRUCT OR REPAIR SUCH PRIVATE ROADS, EASEMENTS, AND FACILITIES.

PLANNING COMMISSION CERTIFICATION:

THIS IS TO CERTIFY THAT THIS SUBDIVISION WAS APPROVED BY THE PLANNING COMMISSON OF THE CITY OF PUEBLO, COUNTY OF PUEBLO, STATE OF COLORADO.

_____ _____
CHAIRPERSON PLANNING COMMISSION DATE

APPROVAL FOR RECORDING:

APPROVED BY CITY COUNCIL OF PUEBLO, COLORADO BY ORDINANCE NO. _____.

THIS IS TO CERTIFY THAT THE PLAT OF "RIVER'S RUN SUBDIVISION 1ST AMENDMENT. " HAS BEEN APPROVED FOR RECORDING IN THE OFFICE OF THE PUEBLO COUNTY CLERK AND RECORDER OF PUEBLO COUNTY, COLORADO..

_____ _____
CITY CLERK DATE

IMPROVEMENTS CERTIFICATION:

THIS IS TO CERTIFY THAT THE SUBDIVIDER HAS COMPLIED WITH ALTERNATE NO. 4 OF SECTION 12-4-7(J)(1) AND WITH SECTION 12-4-5(b), OF THE 1971 CODE OF ORDINANCES, CITY OF PUEBLO, COUNTY OF PUEBLO, STATE OF COLORADO.

_____ _____
DIRECTOR OF PUBLIC WORKS DATE

SURVEYOR'S STATEMENT:

I, EDWARD R. FISHER, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THIS PLAT HAS BEEN PREPARED UNDER MY DIRECTION IN ACCORDANCE WITH THE COLORADO REVISED STATUTES, AS AMENDED, AND THAT THIS PLAT DOES ACCURATELY SHOW THE DESCRIBED TRACTS OF LAND AND THE SUBDIVISION THEREOF, AND THAT THE REQUIREMENTS OF TITLE 38 OF THE COLORADO REVISED STATUTES, 1973 AS AMENDED, HAVE BEEN MET TO THE BEST OF MY KNOWLEDGE AND BELIEF.

_____
EDWARD R. FISHER, PROFESSIONAL LAND SURVEYOR
COLORADO P.L.S. NO. 38042
FOR AND ON BEHALF OF EDWARD-JAMES SURVEYING, INC.

DEDICATION CONTINUED

IN WITNESS WHEREOF: THE AFOREMENTIONED "AMBROSE REAL ESTATE, LLC", A UTAH LIMITED LIABILITY COMPANY BY AARON S. HAAGA, MANAGER, HAS EXECUTED THIS

INSTRUMENT THIS _____ DAY OF _____, 202__, A.D.

AMBROSE REAL ESTATE, LLC., A UTAH LIMITED LIABILITY COMPANY

_____
(AARON S. HAAGA, MANAGER)

STATE OF UTAH)
)SS
COUNTY OF SALT LAKE)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS

_____ DAY OF _____, 202__, A.D.

_____.

WITNESS MY HAND AND OFFICIAL SEAL

MY COMMISSION EXPIRES: _____ _____
NOTARY PUBLIC

NOTICE:

*ACCORDING TO COLORADO LAW YOU **MUST** COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.*

NO.	REVISIONS DESCRIPTION	DATE

EDWARD-JAMES SURVEYING, INC.
926 Elkton Drive
Colorado Springs, CO 80907
Office: (719) 576-1216
Fax: (719) 576-1206
4732 Eagleridge Circle
Pueblo, CO 81008
Office: (719) 545-6240
Fax: (719) 545-6247

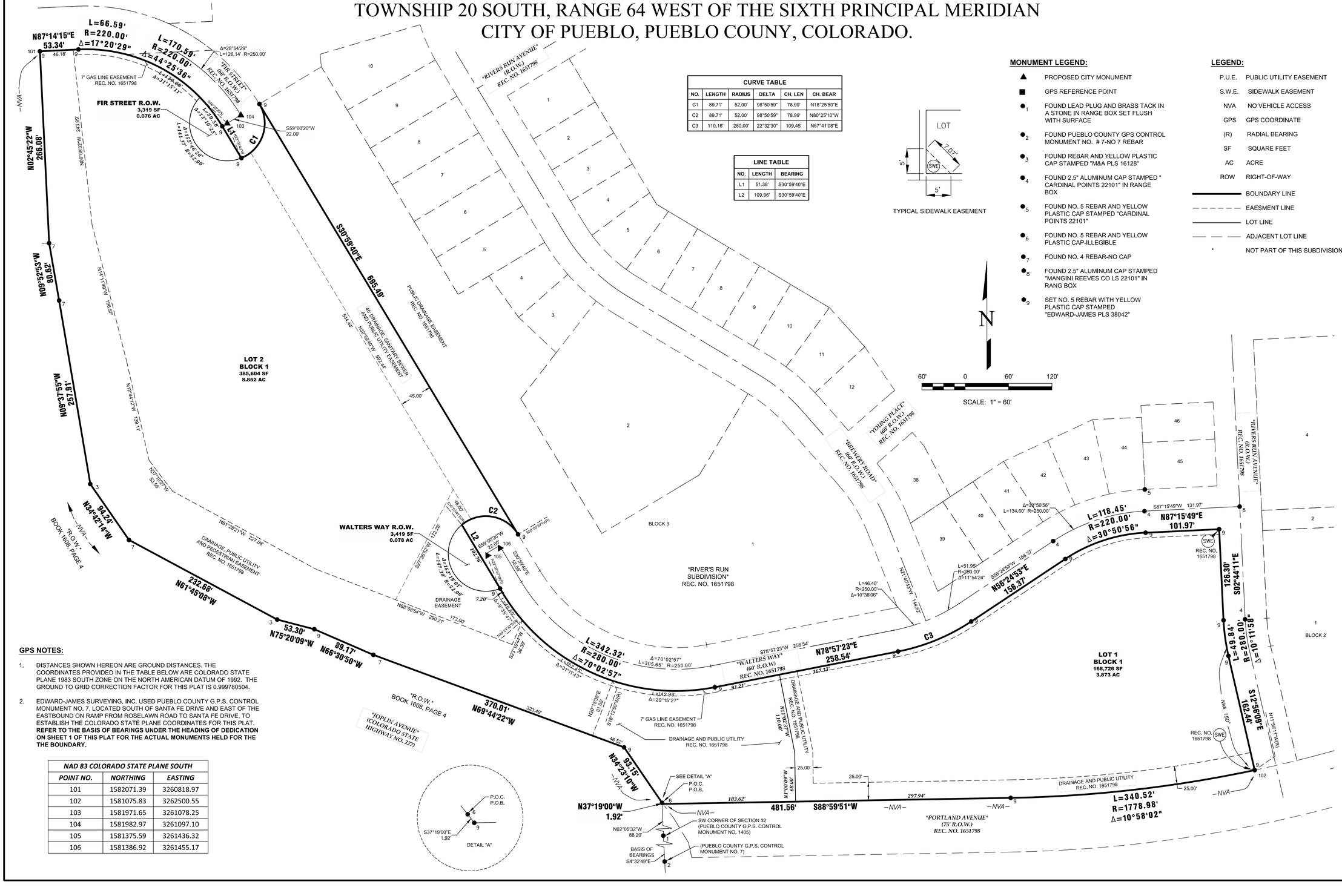
RIVER'S RUN SUBDIVISION 1ST AMENDMENT

A PORTION OF OF THE SE QUARTER OF SECTION 31, AND A PORTION OF THE SW QUARTER OF SECTION 32, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN CITY OF PUEBLO, PUEBLO COUNY, COLORADO.

DRAWN BY	JWT
CHECKED BY	ERF
H-SCALE	N/A
JOB NO.	2300-00
DATE CREATED	12-1-2021
DATE ISSUED	5-4-2022
SHEET NO	1 OF 2

RIVER'S RUN SUBDIVISION 1ST AMENDMENT

BLOCK 1 AND A PORTION OF FIR STREET, RIVER'S RUN SUBDIVISION, BEING A PORTION OF OF THE SOUTHEAST QUARTER OF SECTION 31, AND A PORTION OF THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN CITY OF PUEBLO, PUEBLO COUNY, COLORADO.



CURVE TABLE					
NO.	LENGTH	RADIUS	DELTA	CH. LEN	CH. BEAR
C1	89.71'	52.00'	98°50'59"	78.99'	N18°25'50"E
C2	89.71'	52.00'	98°50'59"	78.99'	N80°25'10"W
C3	110.16'	280.00'	22°32'30"	109.45'	N67°41'08"E

LINE TABLE		
NO.	LENGTH	BEARING
L1	51.38'	S30°59'40"E
L2	109.96'	S30°59'40"E

MONUMENT LEGEND:

- ▲ PROPOSED CITY MONUMENT
- ■ GPS REFERENCE POINT
- ●1 FOUND LEAD PLUG AND BRASS TACK IN A STONE IN RANGE BOX SET FLUSH WITH SURFACE
- ●2 FOUND PUEBLO COUNTY GPS CONTROL MONUMENT NO. # 7-NO 7 REBAR
- ●3 FOUND REBAR AND YELLOW PLASTIC CAP STAMPED "M&A PLS 16128"
- ●4 FOUND 2.5" ALUMINUM CAP STAMPED " CARDINAL POINTS 22101" IN RANGE BOX
- ●5 FOUND NO. 5 REBAR AND YELLOW PLASTIC CAP STAMPED "CARDINAL POINTS 22101"
- ●6 FOUND NO. 5 REBAR AND YELLOW PLASTIC CAP-ILLEGIBLE
- ●7 FOUND NO. 4 REBAR-NO CAP
- ●8 FOUND 2.5" ALUMINUM CAP STAMPED "MANGINI REEVES CO LS 22101" IN RANG BOX
- ●9 SET NO. 5 REBAR WITH YELLOW PLASTIC CAP STAMPED "EDWARD-JAMES PLS 38042"

LEGEND:

P.U.E.	PUBLIC UTILITY EASEMENT
S.W.E.	SIDEWALK EASEMENT
NVA	NO VEHICLE ACCESS
GPS	GPS COORDINATE
(R)	RADIAL BEARING
SF	SQUARE FEET
AC	ACRE
ROW	RIGHT-OF-WAY
———	BOUNDARY LINE
- - - - -	EAESMENT LINE
———	LOT LINE
—— — ——	ADJACENT LOT LINE
*	NOT PART OF THIS SUBDIVISION

GPS NOTES:

1. DISTANCES SHOWN HEREON ARE GROUND DISTANCES. THE COORDINATES PROVIDED IN THE TABLE BELOW ARE COLORADO STATE PLANE 1983 SOUTH ZONE ON THE NORTH AMERICAN DATUM OF 1992. THE GROUND TO GRID CORRECTION FACTOR FOR THIS PLAT IS 0.999780504.
2. EDWARD-JAMES SURVEYING, INC. USED PUEBLO COUNTY G.P.S. CONTROL MONUMENT NO. 7, LOCATED SOUTH OF SANTA FE DRIVE AND EAST OF THE EASTBOUND ON RAMP FROM ROSELAWN ROAD TO SANTA FE DRIVE, TO ESTABLISH THE COLORADO STATE PLANE COORDINATES FOR THIS PLAT. **REFER TO THE BASIS OF BEARINGS UNDER THE HEADING OF DEDICATION ON SHEET 1 OF THIS PLAT FOR THE ACTUAL MONUMENTS HELD FOR THE THE BOUNDARY.**

NAD 83 COLORADO STATE PLANE SOUTH		
POINT NO.	*NORTHING*	*EASTING*
101	1582071.39	3260818.97
102	1581075.83	3262500.55
103	1581971.65	3261078.25
104	1581982.97	3261097.10
105	1581375.59	3261436.32
106	1581386.92	3261455.17

NO.	REVISIONS DESCRIPTION	DATE

EDWARD-JAMES SURVEYING, INC.
926 Elkton Drive
Colorado Springs, CO 80907
Office: (719) 576-1216
Fax: (719) 576-1206
4732 Eagleridge Circle
Pueblo, CO 81008
Office: (719) 545-6240
Fax: (719) 545-6247

RIVER'S RUN SUBDIVISION 1ST AMENDMENT

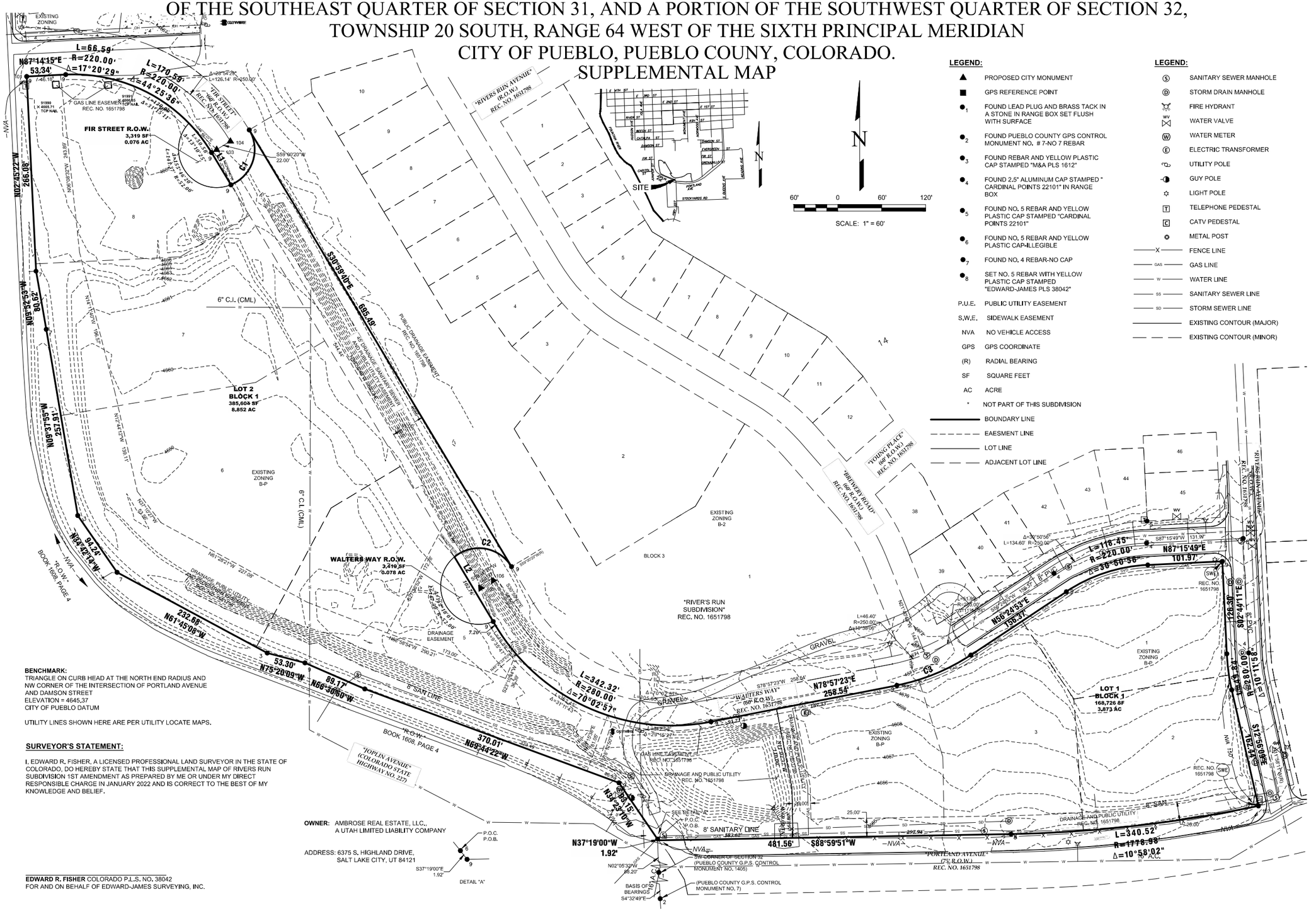
A PORTION OF OF THE SE QUARTER OF SECTION 31, AND A PORTION OF THE SW QUARTER OF SECTION 32, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN CITY OF PUEBLO, PUEBLO COUNY, COLORADO.

DRAWN BY	JWT
CHECKED BY	ERF
H-SCALE	1" = 60'
JOB NO.	2300-00
DATE CREATED	12-1-2021
DATE ISSUED	5-4-2022
SHEET NO	2 OF 2

RIVER'S RUN SUBDIVISION 1ST AMENDMENT

BLOCK 1 AND A PORTION OF FIR STREET, RIVER'S RUN SUBDIVISION, BEING A PORTION OF OF THE SOUTHEAST QUARTER OF SECTION 31, AND A PORTION OF THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN CITY OF PUEBLO, PUEBLO COUNY, COLORADO.

SUPPLEMENTAL MAP



LEGEND:

▲	PROPOSED CITY MONUMENT
■	GPS REFERENCE POINT
●1	FOUND LEAD PLUG AND BRASS TACK IN A STONE IN RANGE BOX SET FLUSH WITH SURFACE
●2	FOUND PUEBLO COUNTY GPS CONTROL MONUMENT NO. # 7-NO 7 REBAR
●3	FOUND REBAR AND YELLOW PLASTIC CAP STAMPED "M&A PLS 1612"
●4	FOUND 2.5" ALUMINUM CAP STAMPED " CARDINAL POINTS 22101" IN RANGE BOX
●5	FOUND NO. 5 REBAR AND YELLOW PLASTIC CAP STAMPED "CARDINAL POINTS 22101"
●6	FOUND NO. 5 REBAR AND YELLOW PLASTIC CAP-ILLEGIBLE
●7	FOUND NO. 4 REBAR-NO CAP
●8	SET NO. 5 REBAR WITH YELLOW PLASTIC CAP STAMPED "EDWARD-JAMES PLS 38042"
P.U.E.	PUBLIC UTILITY EASEMENT
S.W.E.	SIDEWALK EASEMENT
NVA	NO VEHICLE ACCESS
GPS	GPS COORDINATE
(R)	RADIAL BEARING
SF	SQUARE FEET
AC	ACRE
*	NOT PART OF THIS SUBDIVISION
	BOUNDARY LINE
	EAESMENT LINE
	LOT LINE
	ADJACENT LOT LINE

LEGEND:

(S)	SANITARY SEWER MANHOLE
(D)	STORM DRAIN MANHOLE
	FIRE HYDRANT
WV	WATER VALVE
(W)	WATER METER
(E)	ELECTRIC TRANSFORMER
	UTILITY POLE
	GUY POLE
	LIGHT POLE
T	TELEPHONE PEDESTAL
C	CATV PEDESTAL
	METAL POST
—X—	FENCE LINE
—GAS—	GAS LINE
—W—	WATER LINE
—SS—	SANITARY SEWER LINE
—SD—	STORM SEWER LINE
	EXISTING CONTOUR (MAJOR)
	EXISTING CONTOUR (MINOR)

NO.	REVISIONS DESCRIPTION	DATE

EDWARD-JAMES SURVEYING, INC.
926 Elkton Drive
Colorado Springs, CO 80907
Office: (719) 576-1216
Fax: (719) 576-1206
4732 Eagleridge Circle
Pueblo, CO 81008
Office: (719) 545-6240
Fax: (719) 545-6247

RIVER'S RUN SUBDIVISION 1ST AMENDMENT
SUPPLEMENTAL MAP

A PORTION OF OF THE SE QUARTER OF SECTION 31, AND A PORTION OF THE SW QUARTER OF SECTION 32, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN CITY OF PUEBLO, PUEBLO COUNY, COLORADO.

DRAWN BY	JWT
CHECKED BY	ERF
H-SCALE	1" = 60'
JOB NO.	2300-00
DATE CREATED	12-1-2021
DATE ISSUED	5-4-2022
SHEET NO	1 OF 1

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Sarah Martinez
City Council Representative

city of PUEBLO colorado
Planning & Zoning Commission

Christopher Pasternak

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

MINUTES OF REGULAR MEETING
City of Pueblo, Colorado
Wednesday, March 9, 2022 – 3:30 p.m.
City Council Chambers, 1 City Hall Place

Join Zoom Meeting online:
https://pueblo.zoom.us/j/92717867722?pwd=WUdnaHVGbnlCdHRrUHNFZnpPWG1Ydz09

Join Zoom Meeting by phone:
+1 669 900 6833 US (San Jose)
+1 346 248 7799 US (Houston)
Online and phone Meeting ID and Password:
Meeting ID: 927 1786 7722
Passcode: 195462

MEETING CALLED TO ORDER

The meeting was called to order at 3:38 p.m. with Commissioner Castellucci presiding.
The meeting was held at City Council Chambers, 1 City Hall Place, commissioners, applicants, and the public participated in person and via Zoom.

Commissioners Present: Mike Castellucci, Patrick Avalos, Cheryl Spinuzzi, Alexandra Aznar, Christopher Pasternak, Sarah Martinez, and Lisa Bailey.

Commissioners Absent: none

Staff Members Present: Dan Kogovsek, City Attorney; Scott Hobson, Acting Director for Department of Planning and Community Development; Beritt Odom, Principal Planner; Wade Broadhead, Senior Planner; Danielle Baxter, Planner; John Sakariason, Stormwater Coordinator; and Joe Martellaro, Associate Engineer II.

APPROVAL OF AGENDA

A Motion was made by Bailey to approve the agenda with changes to move V-21-03 & S-21-10 to April 13, 2022, hearing and move Z-21-16, V-21-04, and S-21-12 to March 23, 2022, hearing. Seconded by Aznar.

Motion passed 7-0.

PUBLIC MEETING AGENDA

5c. S-22-01: Subdivision: Rivers Run Subdivision, 1st Amendment. A re-subdivision of 12.88 acres (13 lots) into three multi-family residential/office lots. Generally located north and east of S. Joplin Ave. and north of S. Portland Ave

Staff report by Beritt Odom.

BACKGROUND AND ANALYSIS:

The Planning and Zoning Commission approved the River's Run Master Development Plan, Case No. MP-04-01 in 2004. The master plan identified the resubdivision area for light industrial uses and it was subsequently subdivided into eight non-residential lots with drainage/utility easements servicing each lot. Mr. Haaga, property owner, is now requesting to deviate from the approved master plan to resubdivide the eight lots into two large lots to facilitate the development of multifamily residential housing within the City's lower Eastside Neighborhood.

The resubdivision site sits directly south of the existing R-2 zoned, single-family residential lots. Mr. Haaga indicates in his subdivision request, that he intends to develop an apartment complex adjacent to Joplin Ave., which would better compliment the adjacent single-family uses to the north. In order to accomplish the proposed development, the applicant is also requesting to vacate a portion of Fir Street, drainage/utility easements; rezone Lots 1-8, Block 1, and Lots 1-4, Block 2; rearrange Lots 1-4, Block 2; and rearrange Lots 1-2, Block 3. Planning staff concurs with Mr. Haaga and supports the rezoning, vacation, rearrangement and resubdivision as a means to introduce more compatible development within the southern portion of the River's Run community.

APPLICABLE REGULATIONS:

Sec. 12-4-6(b)(1) through (3) concerning the necessary information and supporting documents to be submitted for review and required drawing to be recorded; and Sec. 12-4-7 concerning the minimum standards for all subdivisions.

ANALYSIS:

The proposed Subdivision conforms with the applicable Municipal Codes.

RECOMMENDED MOTION: The Subdivision Review Committee recommends the Planning and Zoning Commission forward a recommendation that the requested Subdivision be **APPROVED** with the following noted:

Requests for Modifications to Requirements:	Not Applicable
Request for Deferred Filings	Not Applicable
Plat Deficiencies:	
Conditions of Approval: (Unless otherwise noted, all conditions of approval must be	**Conditions required by stormwater (Stormwater Utility Memo, March 1, 2022):** 1. Provide a signed and stamped preliminary drainage report in accordance with the Storm Drainage Design Criteria and

completed prior to the case being scheduled for City Council hearing.)	Drainage Policies for the City of Pueblo, Colorado prior to submittal for City Council review and approval. a. The report will need to include a discussion about any increases in impervious area and impacts to the detention facility. b. The drainage and drainage easements are changing significantly. A new grading plan is required showing the proposed design and drainage basins. c. Include all items in the checklist in the report and on the drainage plan. 2. If the new design changes are significant enough to change the easements, dedication statements, maintenance statement, and agreements, then the plat will have to be resubmitted for Planning and Zoning Commission review and recommendation. 3. Water quality must be addressed. All onsite developed stormwater flows are required to be treated prior to being released offsite per the City's Criteria Manual and MS4s permit. Since this is a re-subdivision and it disturbs over an acre, water quality will have to be brought up to current standards. 4. The stormwater facility maintenance agreement is currently under review and needs to be finalized prior to City Council review. **Wastewater Conditions (email from Sonia Mondragon, February 22, 2022):** 1. Provide field verified elevation at the connection manholes on the Utility Plan (Subdivision Submittal Checklist Part 1, #23). **General Condition:** 1. The vacation and subdivision plat must be recorded concurrently.

PLANNING AND COMMUNITY DEVELOPMENT COMMENTS

CHARACTER AND COMPATIBILITY:

- **Site Character:**
  The subject property is unimproved.

- **Neighborhood Compatibility:**

North	R-2, Single-Family Residential: construction of single-family homes along Rivers Run Avenue.
East	I-3, Heavy Industrial: historic business records indicate the site has been home to Auto Body, Auto Detail, and Contractor uses.

South	South of S. Joplin Ave., S-3, Flood Plain District: unimproved land. South of S. Portland Ave., Pueblo County I-3, Heavy Industrial: Tony J. Beltramo and Sons Construction Yard.
West	I-3, Heavy Industrial: primarily unimproved with the exception of two single-family residences. S-3, Flood Plain District: unimproved land.

- **Comprehensive Plan Compliance:**
  The subject property lies within a Special Development Area identified in the Pueblo Regional Comprehensive Plan, 2002. These areas call for the careful planning of undeveloped lands due to significant development and/or open space potential in strategic locations. The Comprehensive Plan further contends that a Master Plan must be prepared prior to development in Special Development Areas. The River's Run Master Development Plan was approved by the Planning and Zoning Commission in 2004. The master plan includes provisions for a mixture of residential, commercial and light industrial uses.

  The current property owner is requesting to deviate from the approved master plan by rezoning the B-P and B-2 zone districts to R-5, rearranging, and resubdividing the commercial/industrial areas facilitating multifamily residential and office development. Staff supports the subdivision request as multifamily and office uses are more compatible with the established single-family residential uses located directly north of the rezoning site.

ABILITY TO COMPLY WITH THE ZONE DISTRICT REGULATIONS:

- **Minimum Lot Size and Area:**
  R-5 lot size depends upon the use, the minimum required lot size is 3,000 square feet for a single-family use; 5,000 square feet for other permitted uses; and 1,000 square feet per dwelling unit for multifamily uses of six dwelling units or more.
  - The two proposed lots exceed the minimum area requirement for the R-5

REFERRAL AGENCIES AND COMMENTS:

- Pueblo Board of Water Works-Please see the attached email from Steven Anselmo, February 23, 2022
- City Wastewater-Please see the attached email from Sonia Mondragon, February 22, 2022
- City Stormwater-Please see the attached memorandum from John Sakariason, Stormwater Coordinator, March 1, 2022

HEARING: Aaron Haaga (6375 S Highland Dr, Salt Lake City, UT) was still under oath to speak on behalf of the application. Mr. Haaga stated he understood the conditions of the report. No one spoke in support or opposition of application.

MOTION: Motion to recommend approval of S-22-01 with all staff conditions to City Council was made by Bailey, second by Aznar.

MOTION PASSED 7-0

city of PUEBLO colorado

DEPARTMENT OF PUBLIC WORKS

MEMORANDUM

TO: Beritt Odom, Principal Planner

CC: Michelle Cruz, Administrative Technician
Subdivision File

FROM: Joe Martellaro, Associate Engineer II

SUBJECT: V-22-01 River's Run Vacation
S-22-01 River's Run Subdivision, 1st Amendment

DATE: May 12, 2022

Please place the above referenced submittals on the City Council Agenda.

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Sarah Martinez
City Council Representative

city of PUEBLO colorado
Planning & Zoning Commission

Christopher Pasternak

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

S-22-01

TO:	City of Pueblo, Planning and Zoning Commission
FROM:	Beritt Odom, Principal Planner
THROUGH:	Scott Hobson, Acting Director of Planning and Community Development
DATE:	March 9, 2022
SUBJECT:	River's Run Subdivision 1st Amendment
APPLICANT:	Edward Fisher, Edward-James Surveying, Inc.
PROPERTY OWNER:	Aaron Haaga, Ambrose Real Estate, LLC
LOCATION:	Generally located north and east of S. Joplin Ave.
EXISTING ZONE:	B-P, Business Park, current request to rezone to R-5, Multiple-residential and Office District.
CONCURRENT REQUESTS:	Z-22-02, River's Run Rezoning, 23.61 acres from B-P, Business Park to R-5, Multiple-residential and Office District V-21-03, River's Run Subdivision, Right-of-way and Easement Vacation RPB-22-01 River's Run Subdivision Rearrangement of Property Boundaries, rearrange Lots 1-4, Block 2 into Parcel A RPB-22-02 River's Run Subdivision Rearrangement of Property Boundaries, rearrange Lots 1-2, Block 3 into Parcel B

REQUEST:
The applicant is requesting to resubdivide 12.880-acres from eight lots into two large lots, to facilitate multifamily residential development.

BACKGROUND AND ANALYSIS:
The Planning and Zoning Commission approved the River's Run Master Development Plan, Case No. MP-04-01 in 2004. The master plan identified the resubdivision area for light industrial uses and it was subsequently subdivided into eight non-residential lots with drainage/utility easements servicing each lot. Mr. Haaga, property owner, is now requesting to deviate from the approved master plan to resubdivide the eight lots into two large lots to facilitate the development of multifamily residential housing within the City's lower Eastside Neighborhood.

The resubdivision site sits directly south of the existing R-2 zoned, single-family residential lots. Mr. Haaga indicates in his subdivision request, that he intends to develop an apartment complex adjacent to Joplin Ave., which would better compliment the adjacent single-family uses to the north. In order to accomplish the proposed development, the applicant is also requesting to vacate a portion of Fir Street, drainage/utility easements; rezone

Lots 1-8, Block 1, and Lots 1-4, Block 2; rearrange Lots 1-4, Block 2; and rearrange Lots 1-2, Block 3. Planning staff concurs with Mr. Haaga and supports the rezoning, vacation, rearrangement and resubdivision as a means to introduce more compatible development within the southern portion of the River's Run community.

APPLICABLE REGULATIONS:
Sec. 12-4-6(b)(1) through (3) concerning the necessary information and supporting documents to be submitted for review and required drawing to be recorded; and Sec. 12-4-7 concerning the minimum standards for all subdivisions.

ANALYSIS:
The proposed Subdivision conforms with the applicable Municipal Codes.

RECOMMENDED MOTION: The Subdivision Review Committee recommends the Planning and Zoning Commission forward a recommendation that the requested Subdivision be **APPROVED** with the following noted:

Requests for Modifications to Requirements:	Not Applicable
Request for Deferred Filings	Not Applicable
Plat Deficiencies:	
Conditions of Approval: (Unless otherwise noted, all conditions of approval must be completed prior to the case being scheduled for City Council hearing.)	**Conditions required by stormwater (Stormwater Utility Memo, March 1, 2022):** 1. Provide a signed and stamped preliminary drainage report in accordance with the Storm Drainage Design Criteria and Drainage Policies for the City of Pueblo, Colorado prior to submittal for City Council review and approval. a. The report will need to include a discussion about any increases in impervious area and impacts to the detention facility. b. The drainage and drainage easements are changing significantly. A new grading plan is required showing the proposed design and drainage basins. c. Include all items in the checklist in the report and on the drainage plan. 2. If the new design changes are significant enough to change the easements, dedication statements, maintenance statement, and agreements, then the plat will have to be resubmitted for Planning and Zoning Commission review and recommendation. 3. Water quality must be addressed. All onsite developed stormwater flows are required to be treated prior to being released offsite per the City's Criteria Manual and MS4s permit. Since this is a re-subdivision and it disturbs over an acre, water quality will have to be brought up to current standards. 4. The stormwater facility maintenance agreement is currently under review and needs to be finalized prior to City Council review. **Wastewater Conditions (email from Sonia Mondragon, February 22, 2022):**

	1. Provide field verified elevation at the connection manholes on the Utility Plan (Subdivision Submittal Checklist Part 1, #23). **General Condition:** 1. The vacation and subdivision plat must be recorded concurrently.

PLANNING AND COMMUNITY DEVELOPMENT COMMENTS

CHARACTER AND COMPATIBILITY:

- **Site Character:**
  The subject property is unimproved.

- **Neighborhood Compatibility:**

North	R-2, Single-Family Residential: construction of single-family homes along Rivers Run Avenue.
East	I-3, Heavy Industrial: historic business records indicate the site has been home to Auto Body, Auto Detail, and Contractor uses.
South	South of S. Joplin Ave., S-3, Flood Plain District: unimproved land. South of S. Portland Ave., Pueblo County I-3, Heavy Industrial: Tony J. Beltramo and Sons Construction Yard.
West	I-3, Heavy Industrial: primarily unimproved with the exception of two single-family residences. S-3, Flood Plain District: unimproved land.

- **Comprehensive Plan Compliance:**
  The subject property lies within a Special Development Area identified in the Pueblo Regional Comprehensive Plan, 2002. These areas call for the careful planning of undeveloped lands due to significant development and/or open space potential in strategic locations. The Comprehensive Plan further contends that a Master Plan must be prepared prior to development in Special Development Areas. The River's Run Master Development Plan was approved by the Planning and Zoning Commission in 2004. The master plan includes provisions for a mixture of residential, commercial and light industrial uses.

  The current property owner is requesting to deviate from the approved master plan by rezoning the B-P and B-2 zone districts to R-5, rearranging, and resubdividing the commercial/industrial areas facilitating multifamily residential and office development. Staff supports the subdivision request as multifamily and office uses are more compatible with the established single-family residential uses located directly north of the rezoning site.

ABILITY TO COMPLY WITH THE ZONE DISTRICT REGULATIONS:

- **Minimum Lot Size and Area:**
  R-5 lot size depends upon the use, the minimum required lot size is 3,000 square feet for a single-family use; 5,000 square feet for other permitted uses; and 1,000 square feet per dwelling unit for multifamily uses of six dwelling units or more.
    - The two proposed lots exceed the minimum area requirement for the R-5

REFERRAL AGENCIES AND COMMENTS:

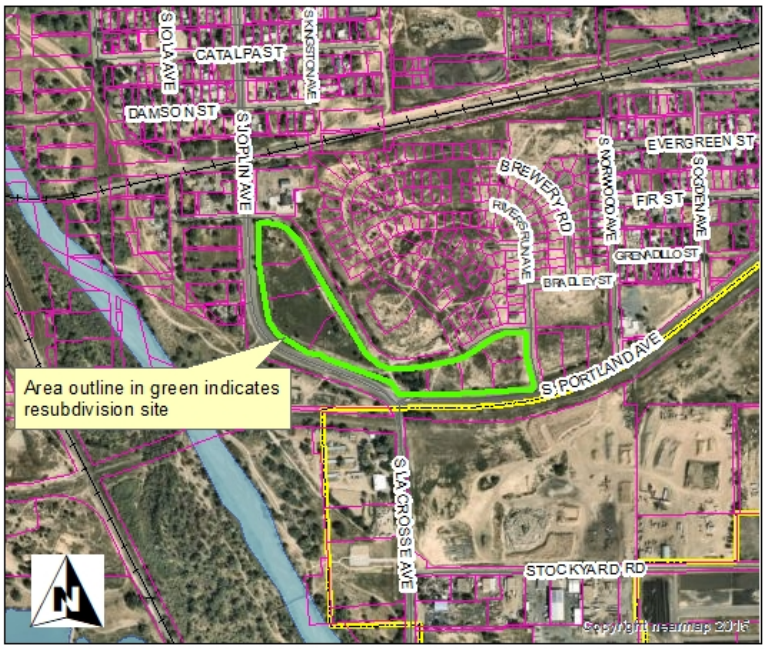
- City Public Works-No comment
- City Transportation-No comment
- City Law Department-No comment
- Pueblo Regional Building Department-No comment
- City Fire Department-No comment
- Pueblo Board of Water Works-Please see the attached email from Steven Anselmo, February 23, 2022
- City Wastewater-Please see the attached email from Sonia Mondragon, February 22, 2022
- City Stormwater-Please see the attached memorandum from John Sakariason, Stormwater Coordinator, March 1, 2022
- City Parks and Recreation Department
- City GIS-No Comment
- Xcel Energy-No Comment
- Black Hills Energy-No comment
- CDOT-No comment

ATTACHMENTS:

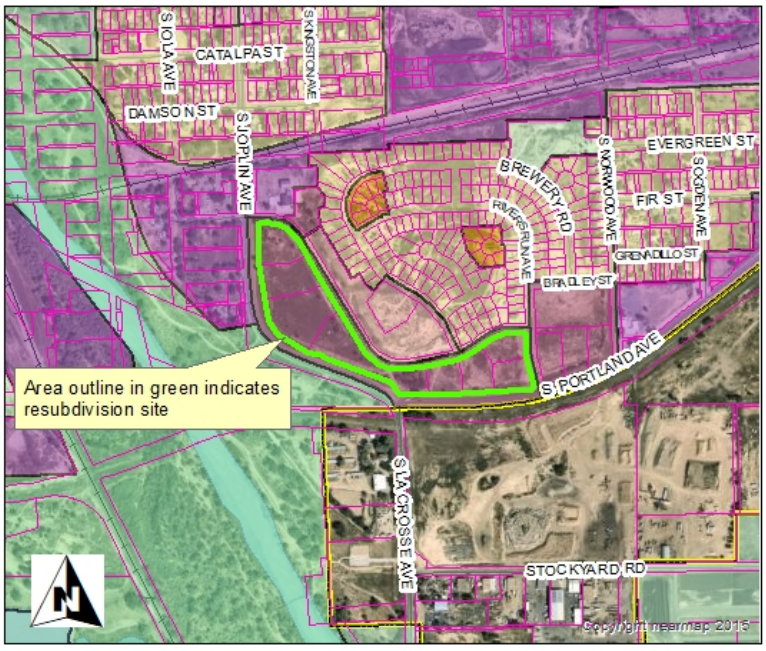
A. Aerial Photograph
B. Zoning Map
C. Comprehensive Plan Map
D. Site Photographs
E. SRC Memo, March 2, 2022
F. Plat
G. Subdivision Application
H. Stormwater Utility Memo
I. Wastewater, email from Sonia Mondragon, February 22, 2022
J. Pueblo Board of Water Works, email from Steven Anselmo, February 23, 2022
K. River's Run Master Development Plan

I.

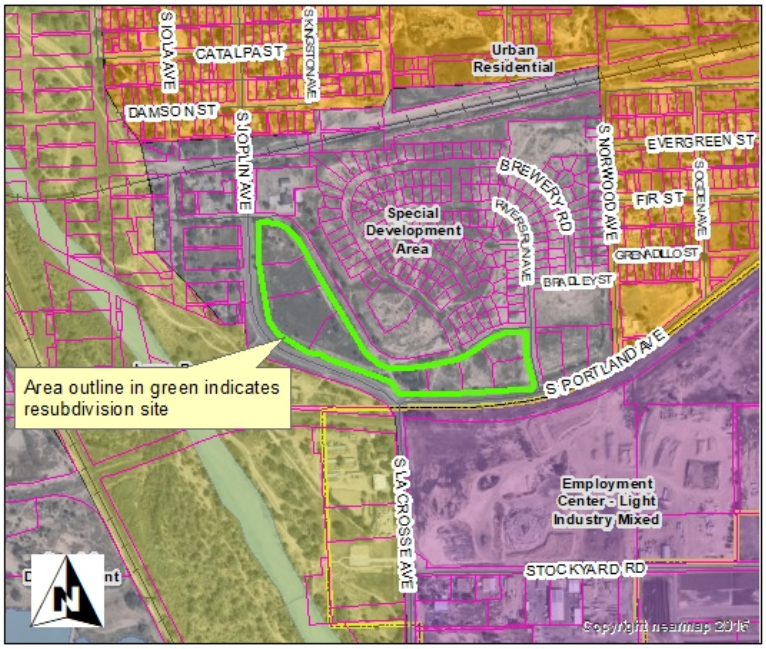
ATTACHMENTS:



A. Aerial Photograph



B. Zoning Map



C. Comprehensive Plan

Attachment D. Site Photos



Looking west from Walters Way



Looking north from S. Portland Ave.

Andrew Hayes
Director Public Works
Director
Transportation Department
Steven Meier
Director Parks & Recreation

city of PUEBLO colorado
Subdivision Review Committee

Scott Hobson
Acting Director Planning & Community Development
Executive Secretary of Planning & Zoning Commission

MEMORANDUM

To: Planning and Zoning Commission

From: Subdivision Review Committee

Date: March 2, 2022

Subject: V-22-01 River's Run Subdivision Right-of-Way and Easement Vacation and S-22-01 River's Run Subdivision, 1st Amendment

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V-22-01 River's Run Subdivision Right-of-Way and Easement Vacation:

The subdivision review committee recommends that the conditions listed below are addressed and approved by the Stormwater Department, prior to the vacation request being scheduled for City Council review.

Conditions required by stormwater (Stormwater Utility Memo, March 1, 2022):

1. Provide a signed and stamped preliminary drainage report in accordance with the Storm Drainage Design Criteria and Drainage Policies for the City of Pueblo, Colorado prior to submittal for City Council review and approval.
    a. The report will need to include a discussion about any increases in impervious area and impacts to the detention facility.
    b. The drainage and drainage easements are changing significantly. A new grading plan is required showing the proposed design and drainage basins.
    c. Include all items in the checklist in the report and on the drainage plan.
2. If the new design changes are significant enough to change the easements, dedication statements, maintenance statement, and agreements, then the plat will have to be resubmitted for Planning and Zoning Commission review and recommendation.
3. Water quality must be addressed. All onsite developed stormwater flows are required to be treated prior to being released offsite per the City's Criteria Manual and MS4s permit. Since this is a re-subdivision and it disturbs over an acre, water quality will have to be brough up to current standards.
4. The stormwater facility maintenance agreement is currently under review and needs to be finalized prior to City Council review.
5. The vacation and subdivision plat must be recorded concurrently.

S-22-01 River's Run Subdivision 1st Amendment:

The subdivision review committee recommends that the Planning and Zoning Commission recommend approval with the following conditions:

1. All conditions identified in John Sakariason's Stormwater Utility Memo must be addressed and approved prior to the subdivision being scheduled for City Council review.
2. Provide field verified elevation at the connection manholes on the Utility Plan, email from Sonia Mondragon, February 22, 2022 (Subdivision Submittal Checklist Part 1, #23).

city of PUEBLO colorado

Planning & Community Development

211 East D Street | Pueblo, Colorado 81003 | Tel 719-553-2259 | Fax 719-553-2359 | TTY 719-553-2611 | www.pueblo.us

Planning & Zoning Application

Please type or print clearly. Illegible applications will not be accepted. Case #: _____

Contact Info

Property Owner		**Applicant**	
Name: Aaron Haaga		Name: (Same)	
Company: Ambrose Real Estate, LLC		Company:	
Address: 6375 S. Highland Drive Salt Lake City, UT	Zip: 84121	Address:	Zip:
Phone: (801) 278-1111 801) 598-6492		Phone: ( )	
Email: kelly@stonebrook.com		Email:	
Engineer		**Surveyor**	
Name: Darlene Horn		Name: Edward Fisher	
Company: DK Horn Engineering & Design, Inc.		Company: Edward-James Surveying, Inc.	
Address: 2441 S. Prairie Pueblo, CO	Zip: 81005	Address: 4732 Eagleridge Circle Pueblo, CO	Zip: 81008
Phone: (719) 696-8274		Phone: (719) 545-6240	
Email: darlene@dkheng.com		Email: edwardf@ejsurveying.com	

The applicant will be the primary contact unless otherwise noted.

Property Info

Project Location: (address or general description) Lots 1 through 8, Block 1, River's Run Subdivision Located at the intersection of Portland Avenue and Joplin Avenue

Parcel No(s): 432319001, 432319002, 432319003, 432319004, 431452001, 431452002, 431452003, & 431452004

Existing Zone: BP | Proposed Zone (if applicable):

PUD Name (if applicable): n/a

Project Scope

Project Name: River's Run Subdivision 1st Amendment

- ☐ Rearrangement of Property Boundaries:
  - # of existing lots: _____ Total acres: _____
- ☐ Overall Development Plan
- ☐ Site Plan Review: Building area: _____ sf
  - ○ HARP ○ Development Plan ○ PUD ○ Student Housing
- ☐ Special Area Plan
- ☒ Street Name Change: Existing Name: A portion of Fir Street Proposed Name: Walters Way
- ☒ Subdivision: # of lots: Replat 8 lots into 3 lots Total acres: 12.880
- ☐ Text Amendment
- ☒ Vacation: ☒ Street ○ Alley ☒ Easement ○ Other: _____
- ☐ Other: _____

(Continue Next Page)

(Continued from previous page)

Project Information

Provide a brief description of the proposed request: SEE ATTACHED DESCRIPTION

What is the total acreage included in the project? 12.880

What is the proposed use of the property?

☒ Commercial ☒ Multi-family ☐ Residential ☐ Industrial ☐ Other

Are there any other pending or recently approved Land Use applications regarding this property? ☐ Yes ☒ No

If yes, please list:

Attachments

Attachment Checklist

The following list of attachments are required to accompany all applications:

- ☒ A. CD with DWF and DWG (Autocad) file of all plans and drawings & a PDF of all documents submitted.
- ☒ B. Pueblo County Assessor's Property Information print out (www.co.pueblo.co.us)
- ☒ C. Additional information as required by the **P&Z Submittal Requirements Sheet.**

Terms

By signing below, the Property Owner and Applicant are representing that each understands and agrees to the following terms:

1. Authorized personnel from the City of Pueblo, are hereby granted the right to enter the subject property for the purposes of reviewing and processing the application, including Certificate of Occupancy Inspections.
2. There are no known hazards or vicious animals present on the subject property.
3. All information contained in this application, is true and accurate to the best of my knowledge.
4. The City of Pueblo is under no obligation to approve the request contained in this application. No promises of approval are conveyed with the acceptance of this application.
5. It is highly recommended that a licensed surveyor complete a property survey before any construction takes place. The property owner is responsible for any construction that takes place within the boundaries of their property. The city may require any construction built outside of the property legal boundaries or within any setbacks (by intent or error), to be removed at the owners' expense.

Signatures

Property Owner

Print Name:	Ambrose Real Estate, LLC	
Signature:		Date: 1/7/22

Applicant, if different from Property Owner

Print Name:		
Signature:		Date:

Office Use Only

Zoning Compliance (Completed by City Staff)

Application checked for completeness by:	Date:	Fee Paid:

RIVER'S RUN SUBDIVISION 1ST AMENDMENT

BLOCK 1 AND A PORTION OF FIR STREET, RIVER'S RUN SUBDIVISION, BEING A PORTION OF OF THE SOUTHEAST QUARTER OF SECTION 31, AND A PORTION OF THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN CITY OF PUEBLO, PUEBLO COUNY, COLORADO.

DEDICATION

KNOW ALL MEN BY THESE PRESENTS: THAT AMBROSE REAL ESTATE, LLC., A UTAH LIMITED LIABILITY COMPANY, BEING THE SOLE OWNER OF THE FOLLOWING PROPERTY:

A TRACT OF LAND BEING LOTS 1 THOUGH 8, BLOCK 1, INCLUSIVE AND A PORTION OF FIR STREET AS PLATTED IN RIVER'S RUN SUBDIVISION, AS RECORDED UNDER RECEPTION NUMBER 1651798, RECORDS OF PUEBLO COUNTY, COLORADO, BEING A PORTION OF THE SOUTHEAST QUARTER OF SECTION 31 AND A PORTION OF THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF PUEBLO, PUEBLO COUNTY, COLORADO.

BASIS OF BEARINGS: THE COURSE BETWEEN THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF PLUG AND TACK IN A STONE, IN A CAST IRON MONUMENT BOX, AND A NO.7 REBAR KNOWN AS PUEBLO COUNTY GPS MONUMENT NO. 7, WHICH IS ASSUMED TO BEAR S04°32'49"E.

COMMENCING AT THE POINT OF BEGINNING AS SHOWN ON THE PLAT OF RIVER'S RUN SUBDIVISION, AS RECORDED UNDER RECEPTION NUMBER 1651798, RECORDS OF PUEBLO COUNTY, COLORADO, SAID POINT BEING AND ANGLE POINT ON THE WESTERLY BOUNDARY LINE OF SAID RIVER'S RUN SUBDIVISION, SAID POINT BEING THE POINT OF BEGINNING; THENCE ON THE BOUNDARY OF SAID RIVER'S RUN SUBDIVISION THE FOLLOWING ELEVEN (11) COURSES:

1. N34°23'10"W, A DISTANCE OF 93.15 FEET;
2. N69°44'22"W, A DISTANCE OF 370.01 FEET;
3. N66°30'50"W, A DISTANCE OF 89.17 FEET;
4. N75°20'09"W, A DISTANCE OF 53.30 FEET;
5. N61°45'08"W, A DISTANCE OF 232.68 FEET;
6. N34°42'14"W, A DISTANCE OF 94.24 FEET;
7. N09°37'55"W, A DISTANCE OF 257.91 FEET;
8. N09°52'53"W, A DISTANCE OF 80.62 FEET;
9. N02°45'22"W, A DISTANCE OF 266.08 FEET;
10. N87°14'15"E, A DISTANCE OF 53.34 FEET TO A POINT OF CURVE;
11. ON THE ARC OF A CURVE TO THE RIGHT, HAVING A DELTA OF 17°20'29", A RADIUS OF 220.00 FEET; A DISTANCE OF 66.59 FEET TO A POINT ON CURVE, SAID POINT BEING ON THE WESTERLY RIGHT-OF-WAY LINE OF FIR STREET AS PLATTED IN SAID RIVER'S RUN SUBDIVISION, THENCE ON SAID RIGHT-OF-WAY LINE THE FOLLOWING TWO (2) COURSES:

1. CONTINUING ON SAID CURVE TO THE RIGHT, HAVING A DELTA OF 44°25'36", A RADIUS OF 220.00 FEET, A DISTANCE OF 170.59 FEET TO A POINT OF TANGENT;
2. S30°59'40"E, A DISTANCE OF 51.38 FEET TO A POINT ON CURVE;

THENCE ON THE ARC OF A CURVE TO THE LEFT, WHOSE CENTER BEARS N22°08'40"W, HAVING A DELTA OF 98°51'00", A RADIUS OF 52.00 FEET, A DISTANCE OF 89.71 FEET TO A POINT ON CURVE SAID POINT BEING ON THE WESTERLY RIGHT-OF-WAY OF FIR STREET AS PLATTED IN SAID RIVER'S RUN SUBDIVISION; THENCE S30°59'40"E, ON SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 695.49 FEET TO A POINT ON CURVE; THENCE ON THE ARC OF A CURVE TO THE LEFT, WHOSE CENTER BEARS S59°00'20"W, HAVING A DELTA OF 98°50'59", A RADIUS OF 52.00 FEET, A DISTANCE OF 89.71 FEET TO A POINT ON CURVE, SAID POINT BEING ON THE WESTERLY RIGHT-OF-WAY LINE OF SAID FIR STREET; THENCE ON SAID RIGHT-OF WAY THE FOLLOWING SEVEN (7) COURSES:

1. S30°59'40"E, A DISTANCE OF 109.96 FEET TO A POINT OF CURVE;
2. ON THE ARC OF CURVE TO THE LEFT, HAVING A DELTA OF 70°02'57", A RADIUS OF 280.00 FEET, A DISTANCE OF 342.32 FEET TO A POINT OF TANGENT;
3. THENCE N78°57'23"E, A DISTANCE OF 258.54 FEET, TO A POINT OF CURVE;
4. ON THE ARC OF A CURVE TO THE LEFT, HAVING A DELTA OF 22°32'30", A RADIUS OF 280.00 FEET, A DISTANCE OF 110.16 FEET, TO A POINT OF TANGENT;
5. N56°24'53"E, A DISTANCE OF 156.37 FEET TO A POINT OF CURVE;
6. ON THE ARC OF A CURVE TO THE RIGHT, HAVING A DELTA OF 30°50'56", A RADIUS OF 220.00 FEET, A DISTANCE OF 118.45 FEET TO A POINT OF TANGENT;
7. N87°15'49"E, A DISTANCE OF 101.97 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF RIVERS RUN AVENUE, AS PLATTED IN SAID RIVER'S RUN SUBDIVISION;

THENCE ON THE WESTERLY RIGHT-OF-WAY LINE OF SAID RIVERS RUN AVENUE THE FOLLOWING THREE (3) COURSES:

1. S02°44'11"E, A DISTANCE OF 126.30 FEET TO A POINT OF CURVE;
2. ON THE ARC OF A CURVE TO THE LEFT, HAVING A DELTA OF 10°11'58", A RADIUS OF 280.00 FEET, A DISTANCE OF 49.84 FEET TO A POINT OF TANGENT;
3. S12°56'09"E, A DISTANCE OF 162.44 FEET TO A POINT ON CURVE SAID POINT BEING ON THE NORTHERLY LINE OF THE ADDITIONAL DEDICATED RIGHT-OF-WAY LINE OF PORTLAND AVENUE AS PLATTED IN SAID RIVER'S RUN SUBDIVISION;

THENCE ON THE NORTHERLY LINE OF SAID ADDITIONAL DEDICATED RIGHT-OF-WAY LINE THE FOLLOWING TWO (2) COURSES:

1. ON THE ARC OF A CURVE TO THE RIGHT, WHOSE CENTER BEARS N11°58'11"W, HAVING A DELTA OF 10°58'02", A RADIUS OF 1,778.98 FEET, A DISTANCE OF 340.52 FEET TO A POINT OF TANGENT;
2. S88°59'51"W, A DISTANCE OF 481.56 FEET TO POINT ON THE WESTERLY BOUNDARY LINE OF SAID RIVER'S RUN SUBDIVISION;

THENCE N37°19'00"W, ON SAID WESTERLY LINE, A DISTANCE OF 1.92 FEET TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 561,067 SQUARE FEET OR 12.880 ACRES.

HAS CAUSED THE AFOREGOING DESCRIBED PROPERTY TO BE SURVEYED, PLATTED AND SUBDIVIDED INTO STREETS AND LOTS AND BLOCKS, AND HAS SHOWN HEREON CERTAIN EASEMENTS FOR DRAINAGE AND PUBLIC UTILITIES AND THE SAME TO BE NUMBERED, PLATTED, SUBDIVIDED, DIMENSIONED AND NAMED AS SHOWN ON THE ANNEXED PLAT FOR THE PURPOSE OF CREATING A SUBDIVISION TO BE KNOWN AS "RIVER'S RUN SUBDIVISION 1ST AMENDMENT"

ALL OF THE STREETS, EASEMENTS FOR DRAINAGE, SIDEWALK AND PUBLIC UTILITY EASEMENTS, SHOWN HEREON ARE HEREBY DEDICATED TO THE PUBLIC FOR PERPETUAL USE.

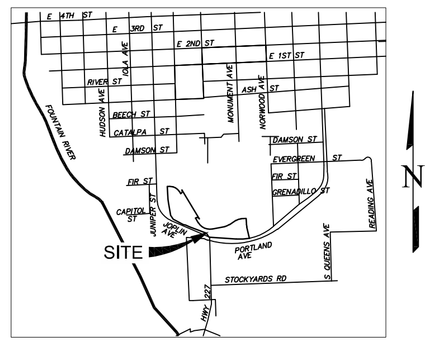
ALL OF THE PROPERTY SHOWN ON THIS PLAT SHALL BE SUBJECT TO THE TERMS AND CONDITIONS DEFINED AND DESCRIBED IN THE DECLARATION OF COVENANTS DATED _____, AND RECORDED IN THE OFFICE OF THE CLERK AND RECORDER OF PUEBLO COUNTY, COLORADO.

ALL EASEMENTS FOR CITY UTILITIES, INCLUDING BUT NOT LIMITED TO SANITARY AND STORM WATER SERVICES AND WHETHER DESIGNATED AS A DRAINAGE EASEMENT, PUBLIC UTILITY EASEMENT OR OTHERWISE HEREON, THE CITY OF PUEBLO SHALL HAVE THE RIGHT, WITHOUT THE NECESSITY AT ANY TIME OF PROCURING THE CONSENT OR PERMISSION OF ANYONE, TO REMOVE ANY BUILDING, FENCE, TREE, STREET OR OTHER IMPROVEMENT OR GROWTH LOCATED UPON SUCH EASEMENT THAT MAY IN ANY WAY ENDANGER OR INTERFERE WITH THE CONSTRUCTION, RECONSTRUCTION, MAINTENANCE, INSPECTION OR REMOVAL OF ALL OR ANY PARTS OF SAID CITY UTILITIES AND TO RECOVER THE COSTS THEREOF, PLUS AN ADMINISTRATIVE CHARGE OF 15% FROM SAID OWNER(S).

DRAINAGE FACILITIES LOCATED WITHIN DRAINAGE EASEMENTS SHOWN HEREON SHALL BE INSTALLED, REPAIRED, AND MAINTAINED IN GOOD WORKING ORDER AND CONDITION BY THE OWNERS OF ALL LOTS WITHIN THE SUBDIVISION, SUBJECT TO THE TERMS AND CONDITIONS OF THE DECLARATION OF COVENANTS REFERENCED HEREON, AND THE STORM WATER FACILITIES MAINTENANCE AGREEMENT DATED_____ AND FILED CONTEMPORANEOUSLY WITH THE ANNEXED PLAT.

THE UNDERSIGNED OWNER HEREBY CONSENTS TO THE ACCESS RESTRICTIONS HEREON.

A FORMAL ENVIRONMENTAL ASSESSMENT FOR THIS SUBDIVISION HAS NOT BEEN PERFORMED; HOWEVER, TO THE BEST OF THE UNDERSIGNED OWNER(S) KNOWLEDGE, INFORMATION, AND BELIEF, THERE ARE NO KNOWN HAZARDOUS SUBSTANCES PRESENT WITHIN THIS SUBDIVISION.



DECLARATION OF COVENANTS:

ALL OF THE PROPERTY SHOWN ON THIS PLAT SHALL BE SUBJECT TO THE TERMS AND CONDITIONS DEFINED AND DESCRIBED IN THE DECLARATION OF COVENANTS DATED _____, AND RECORDED IN THE OFFICE OF THE CLERK AND RECORDER OF PUEBLO COUNTY, COLORADO.

BASIS OF BEARINGS:

THE COURSE BETWEEN THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 20 SOUTH, RANGE 64 WEST ALSO KNOWN A PUEBLO COUNTY GPS MONUMENT NO. 1405, BEING A LEAD PLUG AND TACK IN A STONE, IN A CAST IRON MONUMENT BOX, AND PUEBLO COUNTY GPS MONUMENT NO. 7, BEING A NO. 7 REBAR, WHICH BEARS S04°32'49"E.

NOTICE:

NOTICE IS HEREBY GIVEN THAT ACCEPTANCE OF THIS PLATTED SUBDIVISION BY THE CITY OF PUEBLO, DOES NOT CONSTITUTE AN ACCEPTANCE OF THE DEDICATED PUBLIC ROADS, PARKS, AND OTHER PUBLIC IMPROVEMENTS FOR MAINTENANCE BY THE CITY. UNTIL SUCH DEDICATED PUBLIC ROADS, PARK, AND OTHER PUBLIC IMPROVEMENTS MEET THE REQUIREMENTS, STANDARDS, AND SPECIFICATIONS OF THE CITY, ITS SUBDIVISION ORDINANCE, AND WHERE APPROPRIATE, ITS PARKS DEPARTMENT SPECIFICATIONS, AND SUCH ARE SPECIFICALLY APPROVED AND ACCEPTED IN WRITING BY THE CITY DIRECTOR OF PUBLIC WORKS AND WHERE APPLICABLE, THE CITY DIRECTOR OF PARKS AND RECREATION, THE MAINTENANCE, CONSTRUCTION AND ALL OTHER MATTERS PERTAINING TO OR AFFECTING SAID DEDICATED PUBLIC ROADS, PARK AND OTHER PUBLIC IMPROVEMENTS AND RIGHTS-OF-WAY ARE THE SOLE RESPONSIBILITY OF THE SUBDIVIDER OR ANY SUBSEQUENT OWNER(S) OF THE LAND WITHIN THIS SUBDIVISION. CITY DOES NOT ACCEPT ANY PRIVATE ROADS, EASEMENTS, OR FACILITIES THAT MAY BE DEDICATED HEREON, NOR SHALL THE CITY BE OBLIGATED TO MAINTAIN, CONSTRUCT OR REPAIR SUCH PRIVATE ROADS, EASEMENTS, AND FACILITIES.

PLANNING COMMISSION CERTIFICATION:

THIS IS TO CERTIFY THAT THIS SUBDIVISION WAS APPROVED BY THE PLANNING COMMISSON OF THE CITY OF PUEBLO, COUNTY OF PUEBLO, STATE OF COLORADO.

_____ _____
CHAIRPERSON PLANNING COMMISSION DATE

APPROVAL FOR RECORDING:

APPROVED BY CITY COUNCIL OF PUEBLO, COLORADO BY ORDINANCE NO. _____.

THIS IS TO CERTIFY THAT THE PLAT OF "RIVER'S RUN SUBDIVISION 1ST AMENDMENT, " HAS BEEN APPROVED FOR RECORDING IN THE OFFICE OF THE PUEBLO COUNTY CLERK AND RECORDER OF PUEBLO COUNTY, COLORADO..

_____ _____
CITY CLERK DATE

IMPROVEMENTS CERTIFICATION:

THIS IS TO CERTIFY THAT THE SUBDIVIDER HAS COMPLIED WITH ALTERNATE NO. 4 OF SECTION 12-4-7(J)(1) AND WITH SECTION 12-4-5(b), OF THE 1971 CODE OF ORDINANCES, CITY OF PUEBLO, COUNTY OF PUEBLO, STATE OF COLORADO.

_____ _____
DIRECTOR OF PUBLIC WORKS DATE

SURVEYOR'S STATEMENT:

I, EDWARD R. FISHER, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THIS PLAT HAS BEEN PREPARED UNDER MY DIRECTION IN ACCORDANCE WITH THE COLORADO REVISED STATUTES, AS AMENDED, AND THAT THIS PLAT DOES ACCURATELY SHOW THE DESCRIBED TRACTS OF LAND AND THE SUBDIVISION THEREOF, AND THAT THE REQUIREMENTS OF TITLE 38 OF THE COLORADO REVISED STATUTES, 1973 AS AMENDED, HAVE BEEN MET TO THE BEST OF MY KNOWLEDGE AND BELIEF.

_____
EDWARD R. FISHER, PROFESSIONAL LAND SURVEYOR
COLORADO P.L.S. NO. 38042
FOR AND ON BEHALF OF EDWARD-JAMES SURVEYING, INC.

DEDICATION CONTINUED

IN WITNESS WHEREOF: THE AFOREMENTIONED "_____, HAS EXECUTED THIS

INSTRUMENT THIS _____ DAY OF _____, 202__, A.D.

AMBROSE REAL ESTATE, LLC., A UTAH LIMITED LIABILITY COMPANY

_____
(AARON S. HAAGA, MANAGER)

STATE OF COLORADO)
)SS
COUNTY OF PUEBLO)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS

_____ DAY OF _____, 202__, A.D.

_____.

WITNESS MY HAND AND OFFICIAL SEAL

MY COMMISSION EXPIRES: _____ _____
NOTARY PUBLIC

NOTICE:

*ACCORDING TO COLORADO LAW YOU **MUST** COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.*

REVISIONS NO.	DESCRIPTION	DATE

EDWARD-JAMES SURVEYING, INC.
926 Elkton Drive
Colorado Springs, CO 80907
Office: (719) 576-1216
Fax: (719) 576-1206
4732 Eagleridge Circle
Pueblo, CO 81008
Office: (719) 545-6240
Fax: (719) 545-6247

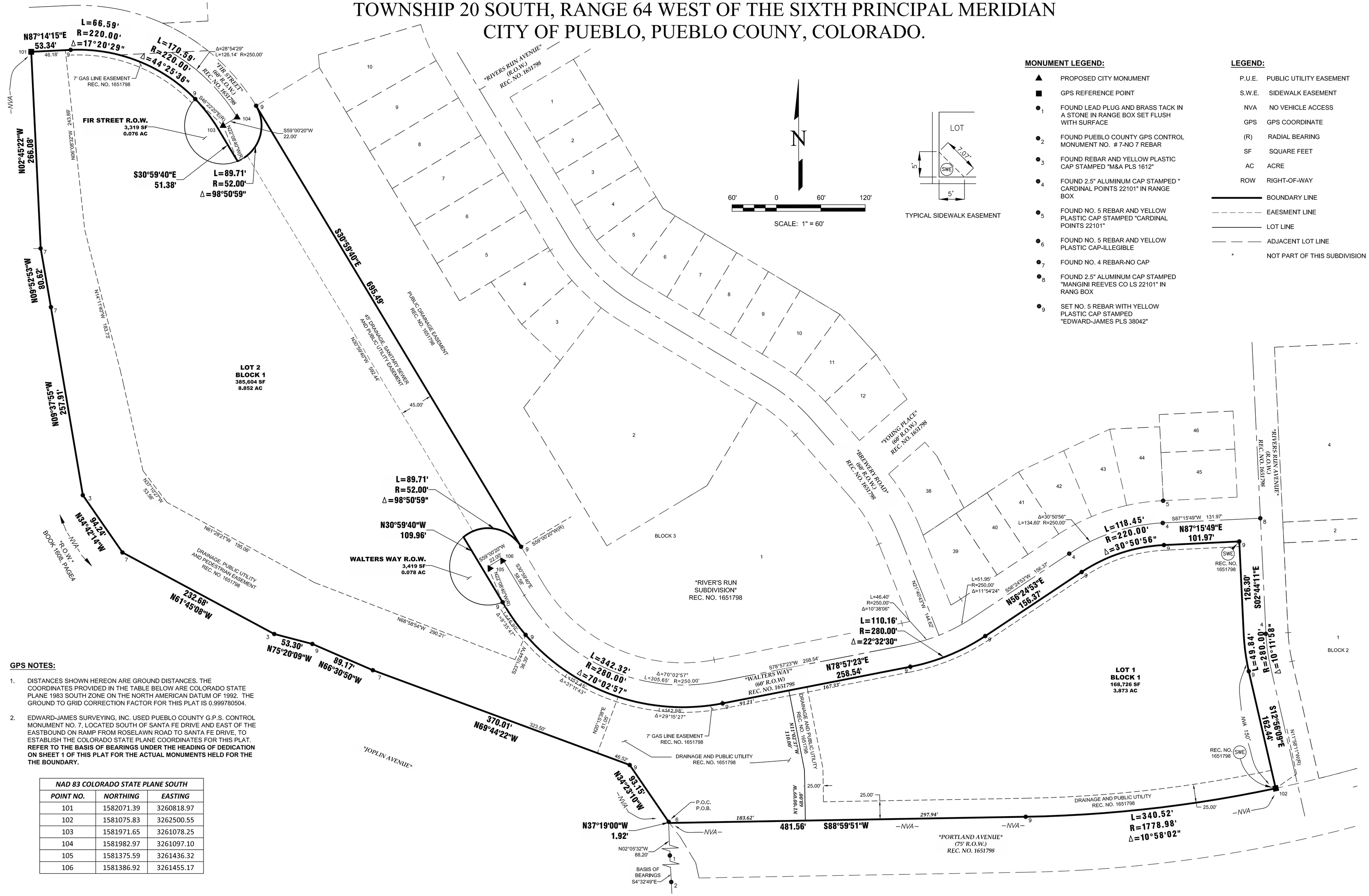
RIVER'S RUN SUBDIVISION 1ST AMENDMENT

A PORTION OF OF THE SE QUARTER OF SECTION 31, AND A PORTION OF THE SW QUARTER OF SECTION 32, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN CITY OF PUEBLO, PUEBLO COUNY, COLORADO.

DRAWN BY	JWT
CHECKED BY	ERF
H-SCALE	N/A
JOB NO.	2300-00
DATE CREATED	12-1-2021
DATE ISSUED	2-9-2022
SHEET NO	1 OF 2

RIVER'S RUN SUBDIVISION 1ST AMENDMENT

BLOCK 1 AND A PORTION OF FIR STREET, RIVER'S RUN SUBDIVISION, BEING A PORTION OF OF THE SOUTHEAST QUARTER OF SECTION 31, AND A PORTION OF THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN CITY OF PUEBLO, PUEBLO COUNY, COLORADO.



MONUMENT LEGEND:

- ▲ PROPOSED CITY MONUMENT
- ■ GPS REFERENCE POINT
- ●1 FOUND LEAD PLUG AND BRASS TACK IN A STONE IN RANGE BOX SET FLUSH WITH SURFACE
- ●2 FOUND PUEBLO COUNTY GPS CONTROL MONUMENT NO. # 7-NO 7 REBAR
- ●3 FOUND REBAR AND YELLOW PLASTIC CAP STAMPED "M&A PLS 1612"
- ●4 FOUND 2.5" ALUMINUM CAP STAMPED " CARDINAL POINTS 22101" IN RANGE BOX
- ●5 FOUND NO. 5 REBAR AND YELLOW PLASTIC CAP STAMPED "CARDINAL POINTS 22101"
- ●6 FOUND NO. 5 REBAR AND YELLOW PLASTIC CAP-ILLEGIBLE
- ●7 FOUND NO. 4 REBAR-NO CAP
- ●8 FOUND 2.5" ALUMINUM CAP STAMPED "MANGINI REEVES CO LS 22101" IN RANG BOX
- ●9 SET NO. 5 REBAR WITH YELLOW PLASTIC CAP STAMPED "EDWARD-JAMES PLS 38042"

LEGEND:

P.U.E.	PUBLIC UTILITY EASEMENT
S.W.E.	SIDEWALK EASEMENT
NVA	NO VEHICLE ACCESS
GPS	GPS COORDINATE
(R)	RADIAL BEARING
SF	SQUARE FEET
AC	ACRE
ROW	RIGHT-OF-WAY
———	BOUNDARY LINE
- - - - -	EAESMENT LINE
———	LOT LINE
—— — ——	ADJACENT LOT LINE
*	NOT PART OF THIS SUBDIVISION

GPS NOTES:

1. DISTANCES SHOWN HEREON ARE GROUND DISTANCES. THE COORDINATES PROVIDED IN THE TABLE BELOW ARE COLORADO STATE PLANE 1983 SOUTH ZONE ON THE NORTH AMERICAN DATUM OF 1992. THE GROUND TO GRID CORRECTION FACTOR FOR THIS PLAT IS 0.999780504.
2. EDWARD-JAMES SURVEYING, INC. USED PUEBLO COUNTY G.P.S. CONTROL MONUMENT NO. 7, LOCATED SOUTH OF SANTA FE DRIVE AND EAST OF THE EASTBOUND ON RAMP FROM ROSELAWN ROAD TO SANTA FE DRIVE, TO ESTABLISH THE COLORADO STATE PLANE COORDINATES FOR THIS PLAT. **REFER TO THE BASIS OF BEARINGS UNDER THE HEADING OF DEDICATION ON SHEET 1 OF THIS PLAT FOR THE ACTUAL MONUMENTS HELD FOR THE THE BOUNDARY.**

NAD 83 COLORADO STATE PLANE SOUTH		
POINT NO.	*NORTHING*	*EASTING*
101	1582071.39	3260818.97
102	1581075.83	3262500.55
103	1581971.65	3261078.25
104	1581982.97	3261097.10
105	1581375.59	3261436.32
106	1581386.92	3261455.17

NO.	REVISIONS DESCRIPTION	DATE

EDWARD-JAMES SURVEYING, INC.
926 Elkton Drive
Colorado Springs, CO 80907
Office: (719) 576-1216
Fax: (719) 576-1206
4732 Eagleridge Circle
Pueblo, CO 81008
Office: (719) 545-6240
Fax: (719) 545-6247

RIVER'S RUN SUBDIVISION 1ST AMENDMENT

A PORTION OF OF THE SE QUARTER OF SECTION 31, AND A PORTION OF THE SW QUARTER OF SECTION 32, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN CITY OF PUEBLO, PUEBLO COUNY, COLORADO.

DRAWN BY	JWT
CHECKED BY	ERF
H-SCALE	1" = 60'
JOB NO.	2300-00
DATE CREATED	12-1-2021
DATE ISSUED	2-9-2022
SHEET NO	2 OF 2

Jeff Hawkins, PE, CFM
Director of Stormwater

211 E. "D" Street
Pueblo, CO 81003

Phone (719) 553-2899
Fax (719) 553-2294

Stormwater Utility

MEMO

TO: Beritt Odom, Principal Planner

FROM: John Sakariason, Stormwater Coordinator

DATE: March 1, 2022

SUBJECT: S-22-01 P & Z Conditions

This memo is intended to serve as the Stormwater Utility's review of the referenced project submittal. Please forward to the applicant's representative.

Color Code: Black = March 1 comments
(~~Crossed out items~~ indicate they have been addressed.)

1. Provide a signed and stamped preliminary drainage report in accordance with The Storm Drainage Design Criteria and Drainage Policies for City of Pueblo, Colorado prior to submittal to City Council.
    a. The report will need to include a discussion about any increases in impervious area and impacts to the detention facility.
    b. The drainage and drainage easements are changing significantly. A new grading plan is required showing the proposed design and drainage basins.
    c. Include all items in the checklist in the report and on the drainage plan.
2. If the new design changes are significant enough to change the easements, dedication statements, maintenance statements, and agreements, then the plat will have to be reviewed by planning and zoning another time.
3. Water quality must be addressed. All onsite developed stormwater flows are required to be treated prior to being released offsite per The City's Criteria Manual and MS4s permit. Since this is a re-subdivision and is disturbs over an acre water quality will have to be brought up to current standards.
4. The stormwater facility maintenance agreement is currently under review and needs to be finalized.

From: Sonia Mondragon
To: Beritt Odom
Subject: RE: 2nd Submittal Rivers Run S-22-01, V-22-02, Z-22-01
Date: Tuesday, February 22, 2022 6:57:12 AM
Attachments: image002.png

Beritt
Here are my comments for the second submittal:

S-22-01 -The only outstanding comment is on the utility plan. According to the Subdivision Submittal Checklist Par I, #23 they are supposed show the field verified elevation at the connection manholes. Their response letter stated that they would show them at a later time. Is that allowed? I am not sure what the intent of the that requirement was, but if it is in the checklist I imagine it is necessary. May I have your thoughts?

V-22-01 – no additional comments

Z-22-01 – the flow analysis between the existing zoning and the proposed zoning was not provided

Sonia Mondragon
719-553-2890 Office | 719-250-6598 Mobile

From: Beritt Odom <bodom@pueblo.us>
Sent: Wednesday, February 16, 2022 2:28 PM
To: Scot Burbidge <sburbidge@pueblowater.org>; Andrew Hayes <AHayes@pueblo.us>; Art Gonzales <Arthur.Gonzales@state.co.us>; Bob Jagger <rjagger@pueblo.us>; Bob Lawson <robert.lawson@pueblocityschools.us>; Chad Wolgram-City County Health Dept. <chad.wolgram@co.pueblo.co.us>; Charles Roy <CRoy@pueblo.us>; CityMaps <CityMaps@pueblo.us>; Dave Vaughn <dvaughn@prbd.com>; Dennis Darrow (ddarrow@chieftain.com) <ddarrow@chieftain.com>; Chavez, Derek <derek.chavez@blackhillscorp.com>; Ed Smith (esmith@district70.org) <esmith@district70.org>; Eric Sisco <eric.sisco@blackhillscorp.com>; Erik Duran <eduran@pueblo.us>; Fire Code <firecode@pueblo.us>; Jelena Karapetrovic <JKarapetrovic@pueblo.us>; Joe Martellaro <jmartellaro@pueblo.us>; Joy Morauski <jmorauski@pueblo.us>; Justin Gage <gagej@co.pueblo.co.us>; Karen Elgin <kelgin@pueblo.us>; Karissa Alire <KAlire@pueblo.us>; Kent Cooper <kcooper@pueblowater.org>; Kevin Johnson <Kevin.Johnson@XCELENERGY.COM>; larry.gurule@centurylink.com; Melanie Turner <mturner@pueblo.us>; Michelle Regalado <michelle.regalado@state.co.us>; Mike Colucci <mcolucci@prbd.com>; Mike Sexton <msexton@pueblo.us>; todd.g.newitt@xcelenergy.com; Pam Smith (pasmith@district70.org) <pasmith@district70.org>; Roger Anderson PRBD <randerson@prbd.com>; Scott Hobson <shobson@pueblo.us>; Sonia Mondragon <SMondragon@pueblo.us>; Steven Anselmo <sanselmo@pueblowater.org>; Steven Meier <smeier@pueblo.us>; Stormwater Alias

<stormwater@pueblo.us>; United States Postal Service Susan Grasmick <susan.m.grasmick@usps.gov>; Valerie vigil (valerie.vigil@state.co.us) <valerie.vigil@state.co.us>; Vicki Carlton-City County Health Dept. <vicki.carlton@co.pueblo.co.us>
Subject: FW: 2nd Submittal Rivers Run S-22-01, V-22-02, Z-22-01

Good afternoon P&Z Reviewers,

Below is a link to the second submittal subdivision plats, vacation plat, and rezoning exhibit for the Rivers Run project. They resubmitted last week but I was not able to access the documents until today, my apologies. This case is scheduled for the March 9th hearing. Because of this, please provide comments by **Wednesday, February 23rd**. If you need additional time, have difficulties accessing the documents, please let me know.

https://cityofpueblo-my.sharepoint.com/:f:/g/personal/odomb_pueblo_us/EqvFWV1mC0pCi9XUfqIOY8QB2d-Lw4RqCb11nr1MIA_HGg?e=Faldff

Electronic Folders:
S-22-01: S:\Shared\Land Use Administration\P&Z\Planning & Zoning Cases by Year\2022\Subdivision -2022\S-22-01 RIVERS RUN\Part I\2nd Submittal
V-22-02: S:\Shared\Land Use Administration\P&Z\Planning & Zoning Cases by Year\2022\Vacation -2022\V-22-01 RIVERS RUN\2nd Submittal
Z-22-01: S:\Shared\Land Use Administration\P&Z\Planning & Zoning Cases by Year\2022\Rezoning -2022\Z-22-01 RIVERS RUN\2nd Submittal

Please let me know if you have questions,
Beritt Odom
Principal Planner
City of Pueblo
Planning and Community Development Department
211 E. D Street
Pueblo, CO 81003
Main (719) 553-2259
Direct (719) 553-2339

From: Steven Anselmo
To: Beritt Odom
Subject: [External] RE: 2nd Submittal Rivers Run S-22-01, V-22-02, Z-22-01
Date: Wednesday, February 23, 2022 9:51:10 AM

External email. Please use caution.

Beritt,

Pueblo Water has no comment at this time, however, since a Utility Map was not provided, we reserve the right to comment, modify proposed part 2 submittal documents.

Thanks,

Steven R. Anselmo P.E.
Engineering Manager
Pueblo Water
319 W. 4th, Pueblo, CO, 81003
O: 719.584.0439 | C: 719.553.7602
sanselmo@pueblowater.org

From: Beritt Odom <bodom@pueblo.us>
Sent: Wednesday, February 16, 2022 1:51 PM
To: Scot Burbidge <sburbidge@pueblowater.org>; Andrew Hayes <AHayes@pueblo.us>; Art Gonzales <Arthur.Gonzales@state.co.us>; Bob Jagger <rjagger@pueblo.us>; Bob Lawson <robert.lawson@pueblocityschools.us>; Chad Wolgram-City County Health Dept. <chad.wolgram@co.pueblo.co.us>; Charles Roy <CRoy@pueblo.us>; CityMaps <CityMaps@pueblo.us>; Dave Vaughn <dvaughn@prbd.com>; Dennis Darrow (ddarrow@chieftain.com) <ddarrow@chieftain.com>; Chavez, Derek <derek.chavez@blackhillscorp.com>; Ed Smith (esmith@district70.org) <esmith@district70.org>; Eric Sisco <eric.sisco@blackhillscorp.com>; Erik Duran <eduran@pueblo.us>; Fire Code <firecode@pueblo.us>; Jelena Karapetrovic <JKarapetrovic@pueblo.us>; Joe Martellaro <jmartellaro@pueblo.us>; Joy Morauski <jmorauski@pueblo.us>; Justin Gage <gagej@co.pueblo.co.us>; Karen Elgin <kelgin@pueblo.us>; Karissa Alire <KAlire@pueblo.us>; Kelly Grisham <kgrisham@pueblo.us>; Kent Cooper <kcooper@pueblowater.org>; Kevin Johnson <Kevin.Johnson@XCELENERGY.COM>; larry.gurule@centurylink.com; Melanie Turner <mturner@pueblo.us>; Michelle Regalado <michelle.regalado@state.co.us>; Mike Colucci <mcolucci@prbd.com>; Mike Sexton <msexton@pueblo.us>; todd.g.newitt@xcelenergy.com; Pam Smith (pasmith@district70.org) <pasmith@district70.org>; Roger Anderson PRBD <randerson@prbd.com>; Scott Hobson <shobson@pueblo.us>; Sonia Mondragon <SMondragon@pueblo.us>; Steven Anselmo <sanselmo@pueblowater.org>; Steven Meier <smeier@pueblo.us>; Stormwater Alias <stormwater@pueblo.us>; United States Postal Service Susan Grasmick <susan.m.grasmick@usps.gov>; Valerie vigil (valerie.vigil@state.co.us) <valerie.vigil@state.co.us>; Vicki Carlton-City County Health Dept. <vicki.carlton@co.pueblo.co.us>
Subject: 2nd Submittal Rivers Run S-22-01, V-22-02, Z-22-01

CAUTION: This email originated from outside of Pueblo Water. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good afternoon P&Z Reviewers,

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S-22-01: S:\Shared\Land Use Administration\P&Z\Planning & Zoning Cases by Year\2022\Subdivision -2022\S-22-01 RIVERS RUN\Part I\2nd Submittal
V-22-02: S:\Shared\Land Use Administration\P&Z\Planning & Zoning Cases by Year\2022\Vacation -2022\V-22-01 RIVERS RUN\2nd Submittal
Z-22-01: S:\Shared\Land Use Administration\P&Z\Planning & Zoning Cases by Year\2022\Rezoning -2022\Z-22-01 RIVERS RUN\2nd Submittal

Please let me know if you have questions,

Beritt Odom
Principal Planner
City of Pueblo
Planning and Community Development Department
211 E. D Street
Pueblo, CO 81003
Main (719) 553-2259
Direct (719) 553-2339

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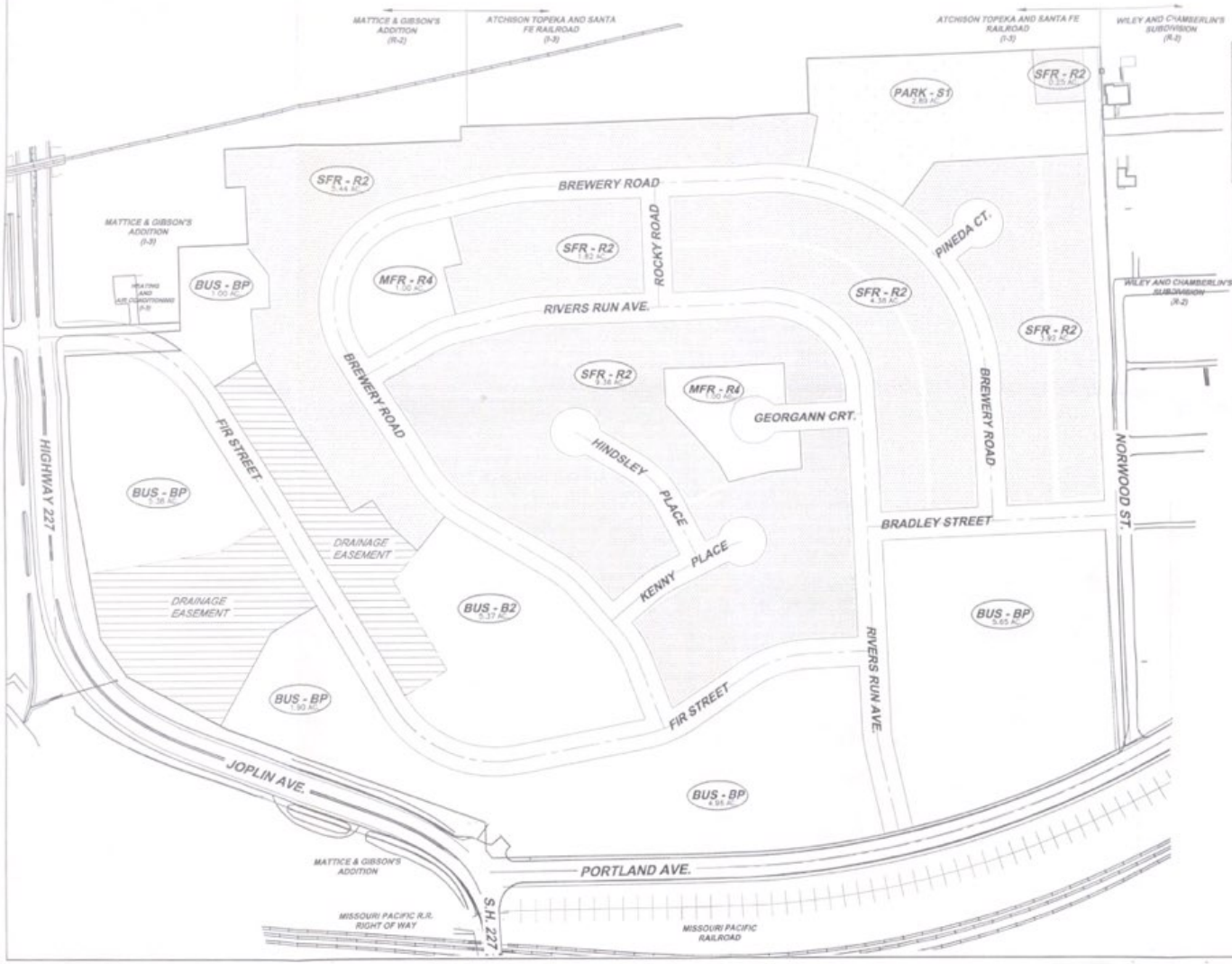
RIVER'S RUN MASTER DEVELOPMENT PLAN

A portion of Mattice and Gibbson's Addition together with certain vacated streets and alleys, being part of the SE 1/4 of Section 31, and part of the SW 1/4 of Section 32, Township 20 South, Range West of the Sixth Principal Meridian, Pueblo County, State of Colorado.



Land Use Table

TYPE	ZONE DISTRICT	UNITS	ACRES	DENSITY (Units/Acre)
SFR - Single Family Residential	R-2	176	25.00	7.04
MFR - Multi-Family Residential	R-4	15	2.00	7.50
BUS - Business	B-2	2	3.43	0.58
BP - Business Park	BP	14	15.41	0.88
Road Right-of-Way (60-FT)	N/A	N/A	13.78	N/A
* Park	N/A	1	2.89	N/A
* Detention Easement	N/A		4.42	N/A

* Park to be dedicated to City of Pueblo. Drainage easement acreage approximate.

Non Residential

TYPE	ZONE DISTRICT	AREA (ACRES)	PHASE 1 (ACRES)	PHASE 2 (ACRES)	PHASE 3 (ACRES)
BUS - Business	B-2	3.43	0	2.14	1.29
BP - Business Park	BP	15.41	15.41	0	0
* Park	N/A	2.89	0	2.89	0
*Detention Easement	N/A	4.42	2.48	0	1.94

General Notes:

1. Open space consists of park to be dedicate to City of Pueblo.
2. Park acreage is 10.7% of the total residential land use.
3. Drainage easement acreage is approximate until drainage plan is finalized.
4. Drainage easement maintenance shall be the responsibility of the property owner.
5. Drainage easement acreage is 16.9% of the total non residential acreage.

Scale 1" = 100'

100 50 0 100 200 300

SCALE IN FEET



VICINITY MAP

SCALE: 1"=2000'

Mangini Reeves, Inc.
Professional Engineers and Professional Land Surveyors
4716 N. Elizabeth St. Suite A ~ Pueblo, CO (719-544-0663)

February 22, 2022

The City Planning and Zoning Commission will hold a public hearing on requests from **Ambrose Real Estate, LLC** for the approval of the following application(s) generally located north and east of S. Joplin Ave. and north of S. Portland Ave.

Z-22-01 River's Run Rezoning: Rezoning of 23.61 acres from B-P, Business Park to R-5, Mixed Residential and Office District

V-22-01 Rivers' Run Subdivision Right-of-Way and Easement Vacation: Vacation of a portion of Fir Street and multiple easements within Blocks 1 and 2.

S-22-01 River's Run Subdivision 1st Amendment: Re-subdivision of 12.88 (13 lots) into three multi-family residential lots.

The Planning and Zoning Commission meeting will be held on March 9, 2022, at 3:30 p.m., in City Council Chambers, 1 City Hall Place, Pueblo, CO or by Zoom: https://pueblo.zoom.us/j/92717867722?pwd=WUdnaHVGbnlCdHRrUHNFZnpPWG1Ydz09, Meeting ID: 927 1786 7722, Passcode: 195462, Telephone: 1 346 248 7799 US (Houston), 1 669 900 6833 US (San Jose). You are welcome to attend this public hearing and express your viewpoint concerning this proposal. To review the plans and staff report for the proposed application, please visit www.pueblo.us/PandZ and click on "Most Recent Agenda" no sooner than the Friday prior to the hearing. **Please contact the planner listed below if you have questions.**

Scott Hobson, Acting Director
Planning & Community Development
By **Beritt Odom**, Principal Planner
(719) 553-2339

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Scott Hobson, Acting Director
Planning & Community Development
By **Beritt Odom**, Principal Planner
(719) 553-2339

CASE NUMBER

CERTIFICATION

I hereby certify that I did this day cause written notice of the public hearing on the proposed final plat of the property commonly known as Rivers Run to be sent to the attached list of owners of the real property lying within three hundred (300) feet of the said property on which the final plat is proposed by depositing the same properly addressed and postage paid in the post office, as set forth in the Code of Ordinances, Section 17-6-2.

2-18-22
(Date)

PUEBLO PLANNING & ZONING COMMISSION

By KAREN ELGIN

Owner	OwnerStree	OwnerCity	Ow	OwnerZip
PHILLIPS MITCHELL DEAN + ADDINGTON R	1000 HICKORY ST	PUEBLO	CO	81001-5514
ARAGON PAUL L	1000 S NORWOOD AVE	PUEBLO	CO	81001-5516
JIMENEZ RICARDO ALFONSO + JIMENEZ VI	1009 FIR ST	PUEBLO	CO	81001-4506
BARELA CARLA M + CORDOVA DANIEL A +	1015 FIR ST	PUEBLO	CO	81001-4506
ERA HOLDINGS II LLC	1152 41ST LN	PUEBLO	CO	81006-9315
HAMMOND DALE H	1201 S LA CROSSE AVE	PUEBLO	CO	81001-4543
HARP LLC	14183 E LAYTON DR	AURORA	CO	80015-1244
LOPEZ CRYSTAL	1502 GRENADILLO ST	PUEBLO	CO	81001-4516
FINN WILLIAM G + TAPIA BERDINE	1504 GRENADILLO ST	PUEBLO	CO	81001-4516
GONZALES GREGORIO + GONZALES PHYLL	1509 GRENADILLO ST	PUEBLO	CO	81001-4515
CHAVEZ MARQUEZ JAIME	1511 GRENADILLO ST	PUEBLO	CO	81001-4515
TONY J BELTRAMO + SONS INC + BELTRAM	1541 STOCKYARD RD	PUEBLO	CO	81001-0468
DEPT OF HIGHWAYS STATE OF COLORADO	4201 E ARKANSAS AVE	DENVER	CO	80222-3406
PRICE ADAM STEVEN	4760 S HIGHLAND DR PMB	SALT LAKE CITY	UT	84117-5149
LEGENDS SUBDIVISION LLC + AMBROSE RE	6375 S HIGHLAND DR	SALT LAKE CITY	UT	84121-6561
OUR FUTURE LEASING CO LLC + C/O ECO SI	750 PARK OF COMMERCE D	BOCA BATON	FL	33487-3650
ESQUIVEL JAVIER A	810 S NORWOOD AVE	PUEBLO	CO	81001-4400
GIBSON DANIEL LEWIS	813 S NORWOOD AVE	PUEBLO WEST	CO	81001-4462
BUNN ALPHONSO	817 S NORWOOD AVE	PUEBLO	CO	81001-4462
MARIN ARTEMIO ANDRADE	821 S NORWOOD AVE	PUEBLO	CO	81001-4462
COMINS CHRISTINE J + LINDREN LORA LEE	833 30 1/2 LN	PUEBLO	CO	81006-9540
GARCIA LAURA + GARCIA LORI A	935 ELM ST	PUEBLO	CO	81004-2531
CITY OF PUEBLO A MUNICIPAL CORPORAT	PO BOX 1427	PUEBLO	CO	81002-1427
FEARN GARY R	PO BOX 20368	COLORADO CITY	CO	81019-2368
GONZALES GREGORIO/GONZALES ERNEST	PO BOX 8806	PUEBLO	CO	81008-8806
A T + S F RR CO	PO BOX 961089	FORT WORTH	TX	76161-0089

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: May 23, 2022

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Daniel C. Kogovsek, City Attorney

SUBJECT: AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO SIGN A CONSTRUCTION MANAGEMENT AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND THE PUEBLO DEVELOPMENT FOUNDATION, A COLORADO NONPROFIT CORPORATION, RELATING TO A CONSTRUCTION PROJECT AT 32501 WALT BASSETT AVENUE, PUEBLO, CO 81001

SUMMARY:

Attached is an Ordinance approving and authorizing the Mayor to sign a construction management agreement with the Pueblo Development Foundation, a Colorado nonprofit corporation ("PDF") relating to a hangar owned by the City located at 32501 Walt Bassett Avenue, Pueblo, CO 81001.

PREVIOUS COUNCIL ACTION:

Not applicable to this Ordinance.

BACKGROUND:

The City is the owner of a hangar containing approximately 22,500 rentable square feet located 32501 Walt Bassett Ave., Pueblo, CO 81001 (the "Property") Since approximately July 24, 2017, the Property has been leased to the Lockheed Martin Corporation, a Maryland Corporation ("Lockheed"). The City is entering into an Amendment No. 2 (of even date herewith) to the lease between the City and Lockheed for the Property which extends the term of the lease by two years but also requires the City to install a new concrete floor in the front office area of the Property at the City's sole cost and expense. The City desires to engage PDF to provide construction management services in connection with the installation of the concrete floor.

FINANCIAL IMPLICATIONS:

PDF will oversee and manage the installation of a new concrete floor in the front office area of the Property for an amount not to exceed Sixty-Seven Thousand Dollars ($67,000,000) including PDF's management fee. City shall pay PDF three percent (3%) of the total costs of

renovating the Property to be retained by PDF as payment in full of PDF's construction management fee.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

City Council has three (3) options if it decides not to approve this ordinance:

1. Not to approve the Lockheed lease extension.

2. If Council agrees to the lease extension, it could decide not to install the new concrete floor at the City's expense.

3. If Council agrees to install the new concrete floor at City expense, Council could require that the City's Purchasing Department issue a request for bids for the project.

RECOMMENDATION:

Approve the Ordinance.

Attachments:
Proposed Ordinance
Proposed Construction Management Agreement

ORDINANCE NO. _____

AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO SIGN A CONSTRUCTION MANAGEMENT AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND THE PUEBLO DEVELOPMENT FOUNDATION, A COLORADO NONPROFIT CORPORATION, RELATING TO A CONSTRUCTION PROJECT AT 32501 WALT BASSET AVENUE, PUEBLO, CO 81001

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

SECTION 1.

The Construction Management Agreement ("Agreement"), dated June 13, 2022 between the City of Pueblo, a Colorado municipal corporation and the Pueblo Development Foundation, a Colorado nonprofit corporation, a copy of which is attached hereto, having been approved as to form by the City Attorney is hereby approved. The Mayor is authorized to execute and deliver the Agreement in the name of the City and the City Clerk is authorized to affix the seal of the City thereto and to attest same.

SECTION 2.

The officers and staff of the City are authorized to perform any and all acts consistent with this Ordinance and the attached Agreement which are necessary or desirable to implement the transactions described therein.

SECTION 3.

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

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on _____.

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

CONSTRUCTION MANAGEMENT AGREEMENT

THIS CONSTRUCTION MANAGEMENT AGREEMENT ("Agreement") is entered into effective June 13, 2022, between the City of Pueblo, a municipal corporation ("City") and Pueblo Development Foundation, a Colorado nonprofit corporation ("PDF"). City and PDF are sometimes referred to herein as a "Party" and collectively, the "Parties."

WITNESSETH:

WHEREAS, City is the owner of a building containing approximately 22,500 rentable square feet located 32501 Walt Bassett Ave., Pueblo, CO 81001 (the "Property"); and

WHEREAS, since approximately July 24, 2017, the Property has been leased to the Lockheed Martin Corporation, a Maryland Corporation ("Lockheed"); and

WHEREAS, the City is entering into an Amendment No. 2 (of even date herewith) to the lease between the City and Lockheed for the Property which extends the term of the lease by two years but also requires the City to install a new concrete floor in the front office area of the Property ("renovation of the Property") at City's sole cost and expense; and

WHEREAS, City desires to engage PDF to provide construction management services in connection with the renovation of the Property; and

WHEREAS, City will reimburse PDF funds for the renovation of the Property and PDF is willing to oversee and manage such construction, on the condition that the City pay PDF an agreed upon management fee.

NOW THEREFORE, in consideration of the foregoing and mutual covenants contained herein, City and PDF agree as follows:

Section 1. Renovation. PDF will oversee and manage the installation of a new concrete floor in the front office area of the Property for an amount not to exceed Sixty-Seven Thousand Dollars ($67,000,000) including PDF's management fee. Time is of the essence hereof. The Parties agree that renovation of the Property shall be completed on or before December 31, 2022.

Section 2. Requests for Payment. PDF shall file with City's Director of Finance written requests for payment certified to be true and correct by an officer of PDF or its representative that the amounts included in each request for payment have not been included in any prior request for payment and are for the actual cost of renovating the Property, identifying the construction work for which payment is sought has been completed. All City Funds disbursed directly to PDF shall be held in trust by PDF for the sole and only purpose of paying for renovation of the Property.

Section 3. Management Fee. City shall pay PDF three percent (3%) of the total costs of renovating the Property to be retained by PDF as payment in full of PDF's construction management fee.

Section 4. Additional Documents or Action. The Parties agree to execute any additional documents or take any additional action that is necessary to carry out this Agreement.

Section 5. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument.

Section 6. Minor Changes. The Parties executing this Agreement are authorized to make non-substantive corrections to this Agreements, if any, as the Parties mutually consider necessary.

Section 7. Good Faith of Parties. In the performance of this Agreement or in considering any requested approval, acceptance, or extension of time, the Parties agree that each will act in good faith and will not act unreasonably, arbitrarily, capriciously, or unreasonably withhold, condition, or delay any approval, acceptance, or extension of time required or requested pursuant to this Agreement.

Section 8. Venue and Waiver of Jury Trial. In the event of any litigation arising under this Agreement, exclusive venue for any such litigation shall be Pueblo County, Colorado. All such litigation shall be filed in the District Court, County of Pueblo, State of Colorado and each Party submits to the personal and subject matter jurisdiction of such District Court. To the full extent allowed by law, each Party waives its right to a jury trial.

Section 9. Notices. Any notice required or permitted to be given or delivered under this Agreement shall be in writing and shall be given by personal delivery, or by the United States Postal Service, by registered or certified mail, postage prepaid, or reputable national overnight courier service:

(a) If to City, addressed to:

Mayor
City of Pueblo
1 City Hall Place, 2nd Floor
Pueblo, Colorado 81003

with a copy to: City Attorney
1 City Hall Place, 3rd Floor
Pueblo, Colorado 81003

(b) If to PDF, addressed to:

President
301 N. Main Street, Suite 210
Pueblo, CO 81003

or to such other address or person as any Party may from time to time specify in a writing delivered to the other Party in the manner provided in this paragraph. Any notice shall be deemed delivered on the day on which personal delivery is effected or three (3) days after deposit in the mail in the case of registered or certified mail, and one (1) business day after deposit in the case of overnight courier.

Section 10. Authority to Sign. The persons signing this Agreement in the name of and on behalf of PDF represent and warrant that they and PDF have the requisite power and authority to enter into, execute, and deliver this Agreement, and that this Agreement is a valid legally

binding obligation of PDF enforceable against PDF in accordance with its terms. When executed by the City and PDF, this Agreement shall constitute a binding Agreement and shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

Section 11. Severability. If any provision of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the other provisions of this Agreement which shall remain in full force and effect.

Section 12. Drafters. Each party acknowledges that this Agreement was fully negotiated by the parties and, therefore, no provision of this Agreement shall be interpreted against any party because such party or its legal representative drafted such provision.

Section 13. Attorneys' Fees. In the case of any litigation among the parties under this Agreement, the prevailing party will be entitled to reimbursement for its reasonable costs, including reasonable attorneys' fees, incurred in any such dispute.

Section 14. Assignment. This Agreement shall be binding upon and inure to the benefit of City and PDF and their respective successors and assigns, provided PDF may not assign this Agreement or any of its rights hereunder without the prior written consent of City.

EXECUTED at Pueblo, Colorado as of the day and year first above written.

CITY OF PUEBLO,
a Colorado Municipal Corporation

By: _____
Nicholas A. Gradisar, Mayor

Attest: _____
City Clerk

Approved as to form:

_____
City Attorney

PUEBLO DEVELOPMENT FOUNDATION
a Colorado Non-profit Corporation

By: _____
Robert L. Root, President

Attest:_____
Secretary

City Clerk's Office Item # N-11

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: May 23, 2022

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Daniel C. Kogovsek, City Attorney

SUBJECT: AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AMENDMENT NO. 2 TO A HANGAR LEASE BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND LOCKHEED MARTIN CORPORATION, A MARYLAND CORPORATION, RELATING TO LAND AND A HANGAR BUILDING LOCATED AT THE PUEBLO MEMORIAL AIRPORT

SUMMARY:

Attached is an Ordinance approving and authorizing the Mayor to sign Amendment No. 2 to a hangar lease between the City and Lockheed Martin Corporation, a Maryland corporation ("Company") pertaining to land and a hangar building located at the Pueblo Memorial Airport.

PREVIOUS COUNCIL ACTION:

On July 24, 2017, by Resolution No. 13734, City Council approved the original two-year hangar lease between the City and Company.

On August 24, 2020, by Ordinance No. 9772, City Council approved an amendment to the original lease agreement ("Amendment No. 1") which:

- Extended term of the lease by two years, with the Company having the option to renew the lease for an additional two terms of one year each.
- Company agreed to pay landing fees and further agreed to reimburse the City for snow removal.
- Company agreed to lease the hangar and the property on a "triple net" basis with the Company paying all applicable taxes, insurance and utilities. In addition, the Company agreed to pay the City of Pueblo's combined service fee.
- The City agreed to install certain electrical upgrades to the hangar building, in an amount not to exceed Thirty-two Thousand Dollars ($32,000) in accordance with specifications agreed to by the parties.

BACKGROUND:

The City and the Company have negotiated a second extension to the hangar lease containing the following terms and conditions:

1. The lease is extended for an additional two (2) years through July 23, 2024.

2. Company shall pay rent to the City as follows:

Dates	Amount of Rent per Month
07/24/22 to 07/23/23	$6,500.00
07/24/23 to 07/23/24	$7,000.00

3. The City has agreed to install a new concrete floor in the front office area of the building at a cost not to exceed $67,000.

FINANCIAL IMPLICATIONS:

As set forth above.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

City Council has the option of not extending the lease or not agreeing to install a new concrete floor in the front office area of the hangar.

RECOMMENDATION:

The Pueblo Economic Development Corporation recommends approval of this Ordinance.

Attachments:
Proposed Ordinance
Proposed amendment to hangar lease

ORDINANCE NO. _____

AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AMENDMENT NO. 2 TO A HANGAR LEASE BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND LOCKHEED MARTIN CORPORATION, A MARYLAND CORPORATION, RELATING TO LAND AND A HANGAR BUILDING LOCATED AT THE PUEBLO MEMORIAL AIRPORT

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

SECTION 1.

The Amendment No. 2 to Hangar Lease ("Amendment No. 2") between the City of Pueblo, a Colorado municipal corporation and Lockheed Martin Corporation, a Maryland corporation ("Company") dated June 13, 2022, a copy of which is attached hereto and incorporated herein by this reference, having been approved as to form by the City Attorney is hereby approved.

SECTION 2.

The Mayor is authorized to execute and deliver the Amendment No. 2 in the name of the City and the City Clerk is authorized to affix the seal of the City thereto and attest same.

SECTION 3.

The officers and staff of the City are authorized to perform any and all acts consistent with this Ordinance and the attached Amendment No. 2 which are necessary or appropriate to implement the transactions described therein.

SECTION 4.

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

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on _____.

Final adoption of Ordinance by City Council on _____.

_____
President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____based on the following objections:

_____

_____

_____

_____

_____
Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

_____
President of City Council

ATTEST

_____
City Clerk

AMENDMENT NO. 2 TO LEASE

THIS AMENDMENT NO. 2 TO LEASE ("Amendment No. 2") is entered into this 13th day of June, 2022 between the City of Pueblo, a Colorado municipal corporation ("Lessor") and Lockheed Martin Corporation, a Maryland corporation ("Lessee"). Lessor and Lessee may be individually referred to herein as "Party" or collectively referred to as "Parties."

WHEREAS, Lessor and Lessee entered into an original Lease ("Lease") dated July 24, 2017 through which Lessor leased approximately 22,500 rentable square feet located 32501 Walt Bassett Ave., Pueblo, CO 81001 (the "Leased Premises"); and

WHEREAS, Lessor and Lessee entered into an Amendment to the Lease dated August 24, 2020 ("Amendment No. 1") in which the Lessor agreed to install certain electrical upgrades to the Leased Premises in exchange for a longer lease term; and

WHEREAS, Lessee has requested that Lessor install a new concrete floor in the front office area of the Leased Premises and Lessor has agreed to do so in exchange for a longer lease term.

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 is hereby acknowledged, Lessor and Lessee agree as follows:

1. Leased Premises. Section 1.03 of the Lease and of Amendment No. 1 is rescinded and replaced and restated as follows:

1.03 Prior to December 31, 2022, Lessor shall install a new concrete floor in the front office area of the Leased Premises, at Lessor's sole cost and expense, in an amount not to exceed Sixty-Seven Thousand Dollars ($67,000.00).

2. Term. Section 2.01 of the Lease and of Amendment No. 1 is rescinded and replaced and restated as follows:

2.01 The term of this Lease is from July 24, 2022 ("Commencement Date") through July 23, 2024.

3. Rent. Section 3.01 of the Lease is rescinded and replaced and restated as follows:

3.01 Lessee shall pay to Lessor monthly rent ("Base Rent") in advance, without notice or demand, beginning on the Commencement Date and on the 1st day of each month thereafter during the entire term, as follows:

Dates	Amount of Base Rent per Month
07/24/22 to 07/23/23	$6,500.00
07/24/23 to 07/23/24	$7,000.00

Base Rent for any partial months shall be pro-rated based on the number of days in such month.

5. Ratification of prior Lease. The Lease between the Parties, which is incorporated herein by this reference, shall remain in full force and effect, except as amended by this Amendment No. 2.

Executed at Pueblo, Colorado, the day and year first above written.

LESSOR:

CITY OF PUEBLO
A Colorado Municipal Corporation [Seal]

By: _____ Attest: _____
Nicholas A. Gradisar City Clerk
Mayor

LESSEE:

LOCKHEED MARTIN CORPORATION
A Maryland corporation

By: LMC Properties, Inc., Attorney in Fact
under Irrevocable Power of Attorney effective April 4, 2016

By: _____
Name: Charles B. Hardie
Title: Manager – Real Estate

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: May 23, 2022

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Daniel C. Kogovsek, City Attorney

SUBJECT: AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND TATIANA BAILEY, PH.D. D/B/A PEAK ANALYTICS CONSULTING TO DEVELOP A PUEBLO MONTHLY ECONOMIC DASHBOARD

SUMMARY:

The attached Ordinance approves and authorizes the Mayor to sign a consulting agreement with Tatiana Bailey, Ph.D. d/b/a Peak Analytics Consulting to develop a Pueblo monthly economic dashboard and to provide monthly dashboard reports for one (1) year.

PREVIOUS COUNCIL ACTION:

Not applicable to this ordinance.

BACKGROUND:

In order to know the ongoing economic landscape of Pueblo, it is necessary to continually monitor key economic metrics. This includes gross metropolitan product or GMP (akin to GDP, but for a city), unemployment rates, local number and type of job postings (labor demand) and number of unemployed (labor supply), "super sectors" in terms of employment and contribution to GMP, past and projected population growth by age cohorts, number of new jobs, average local wages and living wages, single and multi-family home prices, building permits, housing affordability indices, commercial lease and vacancy rates and educational attainment levels. For benchmarking purposes, many of these metrics are juxtaposed to "comparable" American cities and to U.S. averages. All data is presented in graph format and is trended over time so Pueblo leadership, businesses and residents can see if the region is making progress and to what extent the growth initiatives are working. This is not only interesting to know, but also essential in terms of fine-tuning economic development programs.

FINANCIAL IMPLICATIONS:

This Ordinance authorizes payment to Dr. Bailey as follows:

Description	Amount
Develop Pueblo Monthly Dashboard	$ 90,000.00
12 Monthly Dashboard Reports	55,000.00
Total	$ 145,000.00

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this ordinance.

STAKEHOLDER PROCESS:

Not applicable to this ordinance.

ALTERNATIVES:

If City Council does not approve this Ordinance, Dr. Bailey will not be retained.

RECOMMENDATION:

Approval of the Ordinance.

Attachments:
Proposed Ordinance
Proposed Agreement for Professional Services

ORDINANCE NO. _____

AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND TATIANA BAILEY, PH.D. D/B/A PEAK ANALYTICS CONSULTING TO DEVELOP A PUEBLO MONTHLY ECONOMIC DASHBOARD

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

SECTION 1.

The Agreement for Professional Services ("Agreement") between the City of Pueblo, a Colorado municipal corporation and Tatiana Bailey, Ph.D. d/b/a Peak Analytics Consulting dated June 13, 2022, *nunc pro tunc* April 1, 2022, 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 Agreement 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 to perform any and all acts consistent with this Ordinance and the attached Agreement to implement the policies and procedures described therein.

SECTION 3.

This Ordinance shall become effective 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

AGREEMENT
FOR PROFESSIONAL SERVICES

THIS AGREEMENT ("Agreement") is made and entered this 13th day of June, 2022, *nunc pro tunc* April 1, 2022, by and between the City of Pueblo, a Colorado municipal corporation (hereinafter referred to as "Client") and Tatiana Bailey, Ph.D. d/b/a Peak Analytics Consulting (hereinafter referred to as "Consultant"). Client and Consultant are sometimes each referred to as a "Party" and collectively "Parties." In consideration of the mutual covenants hereinafter set forth, the Parties agree as follows:

SECTION 1. GENERAL AND SCOPE OF SERVICES.

(a) Consultant shall satisfactorily perform the professional consulting services for the Project described in more detail in Schedule 1 attached hereto and incorporated herein by reference (the "Basic Services"). Such services shall include all usual and customary professional consulting services in connection with its work on the Project.

(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.

SECTION 2. CONSULTANT'S RESPONSIBILITIES.

(a) Consultant shall be responsible for the professional quality, technical accuracy and timely completion of Consultant's work, including that performed by Consultant's subconsultants and subcontractors and including reports and other services, notwithstanding Client's initial acceptance of same.

(b) Consultant shall be responsible, in accordance with applicable law, to Client for all loss or damage to Client caused by Consultant's negligent act or omission; and Consultant hereby irrevocably waives and excuses Client and Client's attorneys from compliance with any requirement to obtain a certificate of review as a condition precedent to commencement of an action, including any such requirements set forth in Section 13-20-602, C.R.S. or similar statute, whether now existing or hereafter enacted.

(c) Consultant shall be completely responsible for the safety of Consultant's employees in the execution of work under this Agreement.

(d) Consultant acknowledges that time is of the essence with respect to the completion of its services under this Agreement. Consultant represents that Schedule 3 attached hereto is the schedule by which Consultant proposes to accomplish its work, with time periods for which it will commence and complete each major work item. Except to the extent the Parties agree to time extensions for delays beyond the control of Consultant,

Consultant shall adhere to this schedule and perform its work in a timely manner so as not to delay Client'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 labor and equipment 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.

(e) Before undertaking any work or incurring any expense which Consultant considers beyond or in addition to the Scope of Work described in Schedule 1 or otherwise contemplated by the terms of this Agreement, Consultant shall advise Client in writing that (i) Consultant considers the work beyond the scope of this Agreement, (ii) the reasons that Consultant believes the out-of- scope or additional work should be performed, and (iii) 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 Client. 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 not be compensated for the additional work.

SECTION 3. FEES FOR SERVICES; PAYMENT.

(a) Client 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, the maximum sum of U.S. $145,000.00, computed as set forth in Schedule 2.

(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 for reimbursable expenses incurred. Applications for payment shall contain appropriate documentation that such services have been performed. Client shall pay Consultant for the amount of the application within 45 days of the date such application is received.

(c) No separate or additional payment shall be made for profit, overhead, local telephone expenses, lodging, routine photocopying, computer time, secretarial or clerical time or similar expenses unless otherwise provided and listed in Schedule 2.

(d) No compensation shall be paid to Consultant for services required and expenditures incurred in correcting Consultant's mistakes or negligence.

(e) Compensation for authorized work beyond the scope of this Agreement shall be governed by the provisions of Section 2(e) of this Agreement.

(f) In the event services under this Agreement are phased and to be performed in more than one fiscal year, the Parties agree payments under this Agreement are subject to annual appropriations. Consultant acknowledges that funds only in the amount of initial appropriation of $145,000.00 are available and it shall confirm availability of funds before

proceeding with work exceeding initial and subsequent annual appropriations.

SECTION 4. CLIENT'S RESPONSIBILITIES.

(a) Client agrees to advise Consultant regarding Client's Project requirements and to provide all relevant information, data and previous reports accessible to Client which Consultant may reasonably require.

(b) Client shall designate a Project Representative to whom all communications from Consultant shall be directed and who shall have limited administrative authority on behalf of Client to receive and transmit information and make decisions with respect to the Project. Said representative shall not, however, have authority to bind Client as to matters of governmental policy or fiscal policy, nor to contract for additions or obligations exceeding a value which is the lesser of $5,000.00 or 5% of the maximum contract price.

(c) Client shall examine all documents presented by Consultant and render decisions pertaining thereto within a reasonable time. The Client's approval of any reports, documents or other materials or product furnished hereunder shall not in any way relieve Consultant of responsibility for the professional adequacy of its work.

(d) Client shall perform its obligations and render decisions within a reasonable time under the circumstances presented. Based upon the nature of Client and its requirements, a period of 7 days shall be presumed reasonable for any decision not involving policy decision or significant financial impact, when all information reasonably necessary for Client to responsibly render a decision has been furnished. A period of 30 days shall be presumed reasonable for Client 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 Client but must be procured from others.

SECTION 5. TERM AND TERMINATION

(a) Term. The term of this Agreement begins on April 1, 2022 and ends on March 31, 2023, unless sooner terminated in accordance with this Agreement. Client reserves the right to extend the term of this Agreement in one-year increments by written acceptance of both Parties.

(b) Fund Appropriation. This Agreement is expressly made subject to the limitations of the Colorado Constitution. Nothing herein shall constitute, nor be deemed to constitute, the creation of a debt or multi-year fiscal obligation or an obligation of future appropriations by the City Council of Pueblo, contrary to Article X, §20 of the Colorado Constitution or any other constitutional, statutory or charter debt limitation. Notwithstanding any other provision of this Agreement, with respect to any financial obligation of City which may arise under this Agreement in any fiscal year after the current year, in the event the budget or other means of appropriations for any such year fails to provide funds in sufficient amounts to discharge such obligation, such failure shall not constitute a default by or

breach of this Agreement. The termination of this Agreement due to lack of funding shall be without penalty to the City.

(c) Client reserves the right to terminate this Agreement and Consultant's performance hereunder, at any time upon written notice, either for cause or for convenience. Upon such termination, Consultant and its subcontractors shall cease all work and stop incurring expenses, and shall promptly deliver to Client all data, reports, plans, calculations, summaries and all other information, documents, work product and materials as Consultant may have accumulated in performing this Agreement, together with all finished work and work in progress.

(d) 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. In no event shall payment to Consultant upon termination exceed the maximum compensation provided for complete performance in Section 3(a).

(e) In the event termination of this Agreement or Consultant's services is for breach of this Agreement by Consultant, or for other fault of Consultant including but not limited to any failure to timely proceed with work, or to pay its employees and consultants, or to perform work according to the highest professional standards, or to perform work in a manner deemed satisfactory by Client's Project Representative, then in that event, Consultant's entire right to compensation shall be limited to the lesser of (a) the reasonable value of completed work to Client or (b) payment at the rates specified in Schedule 2 for services satisfactorily performed prior to date of termination.

(f) Consultant's professional responsibility for its completed work and services shall survive any termination.

SECTION 6. USE OF DOCUMENTS.

Data, plans, reports and all other documents prepared or provided by Consultant hereunder shall become the sole property of Client, subject to applicable federal grant requirements and Client shall be vested with all rights therein of whatever kind or nature and however created, whether by common law, statute or equity. Client shall have access at all reasonable times to inspect and make copies of all notes, plans, reports and all other data or other documents pertaining to the work to be performed under this Agreement. In no event shall Consultant publish work product developed pursuant to this Agreement except (i) with advance written consent of Client, which consent may be granted or withheld in Client’s sole and absolute discretion and (ii) in full compliance with the requirements of this Agreement and applicable federal regulations.

SECTION 7. INDEMNITY.

Consultant agrees to hold harmless, defend and indemnify Client from and against any liability to third Parties, arising out of negligent acts or omissions of Consultant, its employees, subcontractors and subconsultants.

SECTION 8. SUBCONTRACTS.

(a) Client acknowledges that Consultant is the prime contractor and the only Party with whom Client 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 Client, and Client shall be a third-Party beneficiary of those subcontract provisions.

(b) Consultant shall indemnify and defend Client from all claims and demands for payment for services provided by subcontractors or subconsultants of Consultant.

SECTION 9. REQUIRED FEDERAL PROVISIONS.

(a) Consultant shall comply with all applicable Federal, State, and local laws applicable to its activities.

(b) All records with respect to any matters covered by this Agreement shall be available for inspection by Client, at any time during normal business hours and as often as Client deems necessary, to audit, examine and make excerpts or transcripts of relevant information, and otherwise to perform its official functions or duties.

SECTION 10. MISCELLANEOUS.

(a) Notices. Any notice required or permitted to be given or delivered under this Agreement shall be in writing and shall be given by personal delivery, or by the United States Postal Service, by registered or certified mail, postage prepaid, or reputable national overnight courier service:

(a) If to Client, addressed to:

Mayor
City of Pueblo
1 City Hall Place, 2nd Floor
Pueblo, Colorado 81003

with a copy to: City Attorney
1 City Hall Place, 3rd Floor
Pueblo, Colorado 81003

(b) If to Consultant, addressed to:

Tatiana Bailey, Ph.D.
16033 Misty Rain Court
Monument, CO 80132

or to such other address or person as any Party may from time to time specify in a writing delivered to the other Party in the manner provided in this paragraph. Any notice shall be deemed delivered on the day on which personal delivery is made or three (3) days after deposit in the mail in the case of registered or certified mail, and one (1) business day after deposit in the case of overnight courier.

(b) Entire Agreement. This instrument contains the entire agreement between Consultant and Client respecting the Project, and any other written or oral agreement or representation respecting the Project or the duties of either Client or Consultant in relation thereto not expressly set forth in this instrument and its attachments is null and void. In the case of any conflict between the terms of this Agreement for Professional Services and terms of Schedule 1 or any other attachment hereto, the terms of this Agreement shall govern.

(c) Successors and Assigns. This Agreement shall be binding on the Parties hereto and on their successors and assigns; provided, however, neither this Agreement, nor any part thereof, nor any moneys due or to become due hereunder to Consultant may be assigned by it without the written consent of Client, which consent may be withheld in Client's sole and absolute discretion. Any assignment or attempted assignment in violation of this subsection shall be void.

(d) Amendments. No amendment to this Agreement shall be made nor be enforceable unless made by written amendment signed by an authorized representative of Consultant and by Client in accordance with the requirements of Section 4(b) of this Agreement or upon authorization of Client's governing board.

(e) Choice of Law. This Agreement shall be governed and interpreted in accordance with the laws of the State of Colorado.

(f) Equal Employment Opportunity. In connection with the performance of this Agreement, neither Consultant nor its consultants shall discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, disability, gender identity, sexual orientation or age. Consultant shall endeavor to insure that its employees are treated during employment without regard to their race, color, religion, sex, national origin, disability, gender identification, sexual orientation or age.

(g) Severability. If any provision of this Agreement, except for Section 2, is determined to be directly contrary to and prohibited by law or the requirements of any federal grant or other Project funding source, then such provision shall be deemed void and the remainder of the Agreement enforced. However, it is the intent of the Parties that Section 2 of this Agreement not be severable, and that if any provision of said section be determined to be contrary to law or the terms of any federal grant, then this entire Agreement shall be void.

(h) Litigation, Venue and Waiver of Trial by Jury. In the event of any litigation arising under this Agreement, the court shall award to the prevailing Party its costs and

reasonable attorney fees. Exclusive venue for any such litigation shall be Pueblo County, Colorado. All such litigation shall be filed in the District Court, County of Pueblo, State of Colorado, and each Party submits to the personal and subject matter jurisdiction of such District Court. To the fullest extent permitted by law, the Parties hereby waive their right to a trial by jury.

(i) PERA Liability. 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 questionnaire attached as Exhibit A and submit the completed form to Client as part of the signed Agreement.

(j) Counterparts. This Agreement may be executed in two (2) or more counterparts and each such counterpart shall be deemed for all purposes to be an original and all such counterparts shall together constitute but one and the same original.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement as of the day and year first above written.

Client:

CITY OF PUEBLO, COLORADO
A COLORADO MUNICIPAL CORPORATION

By_____
Mayor

Attest:_____
City Clerk

[S E A L]

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

_____
Director of Finance

APPROVED AS TO FORM:

_____
City Attorney

Consultant

TATIANA BAILEY. Ph.D., an individual
d/b/a PEAK ANALYTICS CONSULTING

_____
(Signature)

Tatiana Bailey, Ph.D.

Schedule 1

Scope of Services

A. Performance Monitoring:

The City will monitor the performance of the Consultant according to the Principal Tasks set forth herein. Substandard performance shall mean non-compliance with this Agreement. If actions to correct such substandard performance are not taken by the Consultant within a reasonable period of time after being so notified by the City, contract suspension or termination procedures may be initiated, in the sole discretion of the City.

B. Principal Tasks

Phase 1 – Develop a Pueblo Monthly Economic Dashboard

In order to know the ongoing economic landscape of Pueblo, it is necessary to continually monitor key economic metrics. This includes gross metropolitan product or GMP (akin to GDP - but for a city), unemployment rates, local number and type of job postings (labor demand) and number of unemployed (labor supply), “super sectors” in terms of employment and contribution to GMP, past and projected population growth by age cohorts, number of new jobs, average local wages and living wages, single and multi-family home prices, building permits, housing affordability indices, commercial lease and vacancy rates and educational attainment levels. For benchmarking purposes, many of these metrics are juxtaposed to “comparable” American cities and to U.S. averages. All data is presented in graph format and is trended over time so the leadership of City government, businesses and residents can see if the region is making progress and to what extent the growth initiatives are working. This is essential in terms of fine-tuning economic development programs.

To assess the exact metrics that would be included in the Pueblo economic dashboard, Dr. Tatiana Bailey would meet with various community leaders. Each community has its specific needs and goals. Feedback from leaders will ensure that the dashboard is tailored to the region.

Schedule 2

Payments To Consultant

Phase 1 Tasks	Cost
Meet with city leaders and develop Pueblo Monthly Economic Dashboard	$90,000
Update economic dashboard monthly, fine-tune it as necessary, and answer questions as they arise	$55,000 each year

Schedule 3

Project Timeline & Deliverables

Phase 1 Tasks	Timeline
Meet with city leaders and develop Pueblo Monthly Economic Dashboard	2021 - 2022
Update economic dashboard monthly, fine-tune it as necessary, and answer questions as they arise	April 1, 2022 to March 31, 2023

COLORADO PUBLIC EMPLOYEES RETIREMENT ASSOCIATION
SUPPLEMENTAL QUESTIONNAIRE TO BE ANSWERED BY
ANY BUSINESS PERFORMING SERVICES FOR THE CITY OF PUEBLO

Pursuant to section 24-51-1101(2), C.R.S., salary or other compensation from the employment, engagement, retention or other use of a person receiving retirement benefits (Retiree) through the Colorado Public Employees Retirement Association (PERA) in an individual capacity or of any entity owned or operated by a PERA Retiree or an affiliated Party by the City of Pueblo to perform any service as an employee, contract employee, consultant, independent contractor, or through other arrangements, is subject to employer contributions to PERA by the City of Pueblo. Therefore, as a condition of contracting for services with the City of Pueblo, this document must be completed, signed and returned to the City of Pueblo:

(a) Are you, or do you employ or engage in any capacity, including an independent contractor, a PERA Retiree who will perform any services for the City of Pueblo? Yes___, No___.
(Must sign below whether you answer "yes" or "no".)

(b) If you answered "yes" to (a) above, please answer the following question: Are you 1) an individual, 2) sole proprietor or partnership, or 3) a business or company owned or operated by a PERA Retiree or an affiliated Party? Yes ____, No____.
If you answered "yes" please state which of the above listed entities (1, 2, or 3) best describes your business:_____.

(c) If you answered "yes" to both (a) and (b), please provide the name, address and social security number of each such PERA Retiree.

_____	_____
Name	Name
_____	_____
Address	Address
_____	_____
Social Security Number	Social Security Number

(If more than two, please attach a supplemental list)

If you answered "yes" to both (a) and (b), you agree to reimburse the City of Pueblo for any employer contribution required to be paid by the City of Pueblo to PERA for salary or other compensation paid to you as a PERA Retiree or paid to any employee or independent contractor of yours who is a PERA Retiree performing services for the City of Pueblo. You further authorize the City of Pueblo to deduct and withhold all such contributions from any moneys due or payable to you by the City of Pueblo under any current or future contract or other arrangement for services between you and the City of Pueblo.

Failure to accurately complete, sign and return this document to the City of Pueblo may result in your being denied the privilege of doing business with the City of Pueblo.

Signed _____, 20_____.

_____

By:_____

Name:_____

Title:_____

_____

For purposes of responding to question (b) above, an "affiliated Party" includes (1) any person who is the named beneficiary or cobeneficiary on the PERA account of the PERA Retiree; (2) any person who is a relative of the PERA Retiree by blood or adoption to and including parents, siblings, half-siblings, children, and grandchildren; (3) any person who is a relative of the PERA Retiree by marriage to and including spouse, spouse's parents, stepparents, stepchildren, stepsiblings, and spouse's siblings; and (4) any person or entity with whom the PERA Retiree has an Agreement to share or otherwise profit from the performance of services for the City of Pueblo by the PERA Retiree other than the PERA Retiree's regular salary or compensation.

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: May 23, 2022

TO: President Heather Graham and Members of City Council

VIA: Marisa Stoller, City Clerk

FROM: Mayor Nicholas A. Gradisar

SUBJECT: AN ORDINANCE AMENDING SECTION 1 (a) OF CHAPTER 6 OF TITLE 6 OF THE PUEBLO MUNICIPAL CODE TO RECOGNIZE JUNETEENTH AS A CITY HOLIDAY

SUMMARY:

Attached is an Ordinance which makes Juneteenth a City holiday.

PREVIOUS COUNCIL ACTION:

Not applicable to this Ordinance.

BACKGROUND:

On January 1, 1863, President Abraham Lincoln signed the Emancipation Proclamation which declared the end of slavery in those states which had seceded from the Union. Approximately two and a half years later, on June 19, 1965 (two months after the end of the Civil War) news of the proclamation reached the port city Galveston, Texas. Before that date, local slave owners ignored the emancipation order and prevented dissemination of the news.

Juneteenth is a colloquial word combining June and nineteenth. Officially known as Emancipation Day and also called Juneteenth Independence Day and Freedom Day, Juneteenth is the oldest known celebration commemorating the end of slavery in the United States.

On June 17,2021, President Biden signed legislation which made Juneteenth a federal holiday. It is also a state holiday in Colorado and several other states.

FINANCIAL IMPLICATIONS:

With the exception of police and fire personnel and other essential workers, all City employees will receive 8 hours of holiday pay. With respect to City employees who are protected by collective bargaining agreements, provided the Mayor receives appropriate waivers from each collective bargaining unit:

- Members of the International Brotherhood of Police Officers Local 537 will receive an additional 8 hours of vacation pay in lieu of the Juneteenth holiday.

- Members of the International Association of Fire Fighters Local No. 3 will receive an additional 12 hours of personal holiday leave in lieu of the Juneteenth holiday.

- Members of the Pueblo Area Government Employees who are “essential staff” (e.g. Dispatch and Code Enforcement) will receive an additional 8 hours of vacation pay in lieu of the Juneteenth holiday.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

City Council has the option of not recognizing Juneteenth as a City holiday.

RECOMMENDATION:

Approve the Ordinance.

Attachments:
Proposed Ordinance

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 1 (a) OF CHAPTER 6 OF TITLE 6 OF THE PUEBLO MUNICIPAL CODE TO RECOGNIZE JUNETEENTH AS A CITY HOLIDAY

BE IT ORDAINED BY THE CITY COUNCIL OF PUEBLO, that: (brackets indicate matter being deleted, underscoring indicates new matter being added)

SECTION 1.

Section 1 (a) of Chapter 6 of Title 6 of the Pueblo Municipal Code is hereby amended and restated, to read as follows:

Sec. 6-6-1. – Holidays.

(a) Designation. The following days are hereby declared holidays for all City officers and employees, with the exception of police and fire-fighting personnel:

(1) The first day of January (New Year's Day).

(2) The third Monday in January (Martin Luther King**, Jr.** Day).

(3) The third Monday in February (Presidents' Day).

(4) The last Monday in May (Memorial Day).

(5) The nineteenth day of June (Juneteenth Day).

(6) **[**(5)**]** The fourth day of July (Independence Day).

(7) **[**(6)**]** The first Monday of September (Labor Day).

(8) **[**(7)**]** The second Monday in October (Columbus Day).

(9) **[**(8)**]** The fourth Thursday of November (Thanksgiving Day).

(10) **[**(9)**]** The day after Thanksgiving.

(11) **[**(10)**]** The twenty-fifth day of December (Christmas Day).

(12) [(11)] Personal day (to be used anytime with departmental approval).

(13) [(12)] Personal day (to be used anytime with departmental approval).

When any holiday listed above falls on Saturday, the preceding Friday shall be observed as the holiday; when the holiday falls on Sunday, the following Monday shall be observed as a holiday. For those employees scheduled to work on the Sunday holiday, that day shall be considered the holiday. For those employees scheduled not to work on Sunday or Monday, the preceding Saturday shall be considered the holiday. In addition to the above, any day may be designated as a holiday by proclamation of the Mayor upon approval by City Council.

SECTION 2.

For the purposes of all collective bargaining agreements with the Pueblo Association of Government Employees, International Association of Fire Fighters Local 3 and the International Brotherhood of Police Officers Local 537 ("Labor Agreements"), each Labor Agreement is amended on and after the effective date of this Ordinance to recognize Juneteenth Day (June 19th) as a holiday, and such holiday shall be construed and applied consistent with the terms of the Labor Agreement. Employees who are not entitled to holidays under their Labor Agreement shall receive the following benefits:

(a) Members of the International Brotherhood of Police Officers Local 537 will receive an additional 8 hours of vacation pay in lieu of the Juneteenth holiday.

(b) Members of the International Association of Fire Fighters Local No. 3 will receive an additional 12 hours of personal holiday leave in lieu of the Juneteenth holiday.

(c) Members of the Pueblo Area Government Employees who are “essential staff” (e.g. Dispatch and Code Enforcement) will receive an additional 8 hours of vacation pay in lieu of the Juneteenth holiday (the “Amendment”).

SECTION 3.

The officers and staff of the City are authorized to perform any and all acts consistent with this Ordinance which are necessary or desirable to implement this change to the Pueblo Municipal Code.

SECTION 4.

This Ordinance is subject to and conditioned upon the Pueblo Association of Government Employees, International Association of Fire Fighters Local 3 and the International Brotherhood of Police Officers Local 537 approving the Amendment in writing prior to passage and approval of this Ordinance. If such condition precedent is satisfied, this Ordinance shall become effective on the date of final action by the Mayor and City Council.

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on _____.

Final adoption of Ordinance by City Council on _____.

_____

President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____based on the following objections:

_____

_____

_____

_____

_____
Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

_____
President of City Council

ATTEST

_____
City Clerk

City Clerk's Office Item # N-14

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: May 23, 2022

TO: President Heather Graham and Members of City Council

CC: Nicholas A. Gradisar, Mayor

VIA: Marisa Stoller, City Clerk

FROM: Jeff Hawkins, Director of Stormwater

SUBJECT: AN ORDINANCE AMEDING SECTION 16-12-10 OF CHAPTER 12 OF TITLE XVI OF THE PUEBLO MUNICIPAL CODE RELATING TO AND AUTHORIZING THE STORMWATER DIRECTOR TO ACCEPT DRAINAGE AND STORMWATER EASEMENTS AND TO EXECUTE MAINTENANCE AGREEMENTS REQUIRED PURSUANT TO SAID SECTION

SUMMARY:

This Ordinance amends the Pueblo Municipal Code authorizing the Stormwater Director to accept and execute, on behalf of the City, any drainage and stormwater easements and execute any stormwater facility maintenance agreements with the City of Pueblo for the purpose of ensuring the water quality control measure is in proper working condition in accordance with the approved operation and maintenance manual.

PREVIOUS COUNCIL ACTION:

On September 23, 2019, Council passed Ordinance No. 9560, amending chapter 5 of title VII, chapters 4 and 6 of title XII, and chapter 12 of title XVI of the Pueblo Municipal code relating to needed amendments to meet the minimum requirements of the MS4 permit. .

BACKGROUND:

The City of Pueblo has had a Municipal Separate Storm Sewer System (MS4) Permit with the Colorado Department of Public Health & Environment since 2003. This permit regulates stormwater runoff within the city limits of Pueblo and authorizes the discharge into the state waters.

Every five years a new MS4 permit is issued to the City that contains new requirements from the previous permit. One of the new tasks that was required to be in place by July 1st, 2019, per a compliance schedule, was a Long-Term Operation and Post Construction Oversight plan. The City was required to implement written procedures to ensure adequate long-term operation and maintenance of control measures. The City is required to enforce that the owner or operator of a stormwater facility implement and maintain control measures when necessary. The easements and stormwater facility maintenance agreement meet this requirement and provide assurances that the water quality facility continues to function properly.

Currently, all maintenance agreements and easements must be approved through the City ordinance process. The recent surge in development of commercial sites and subdivisions is expected to triple the number of maintenance agreements and easements that must be approved this year.

A significant amount of time will be saved for both developers and Stormwater Utility staff by allowing the Director of Stormwater to sign off on these stormwater easements and maintenance agreements. These easements and agreements will still be reviewed and approved by the City Attorney.

FINANCIAL IMPLICATIONS:

There are no financial implications for the City.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

Alternatives No. 1 – No action
Under this alternative, the easements and maintenance agreements will still be reviewed and approved by City council through the lengthy ordinance process.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 16-12-10 OF CHAPTER 12 OF TITLE XVI OF THE PUEBLO MUNICIPAL CODE RELATING TO AND AUTHORIZING THE STORMWATER DIRECTOR TO ACCEPT DRAINAGE AND STORMWATER EASEMENTS AND TO EXECUTE MAINTENANCE AGREEMENTS REQUIRED PURSUANT TO SAID SECTION

BE IT ORDAINED BY THE CITY COUNCIL OF PUEBLO, that: (brackets indicate matter being deleted, underscoring indicates new matter being added)

SECTION 1.

Section 16-12-10 of Chapter 12 of Title XVI of the Pueblo Municipal Code is amended to read as follows:

Sec. 16-12-10. - Developer's obligation.

(a) Post-construction Stormwater Best Management Practices; Requirement.

(1) Applicable development sites must incorporate permanent stormwater quality best management practices. These requirements shall apply unless the City approves and documents an allowable exclusion according to policy adopted by the Director of the stormwater utility enterprise having been approved by City Council. Each developer of real property within the City shall provide all necessary stormwater facilities to ensure adequate drainage and control of runoff to, on and from such real property including, without limitation, the construction and installation of all on-site and off-site stormwater facilities including major stormwater facilities:

a. In conformity and compliance with the base design standards established by the Storm Drainage Criteria and Policies including without limitation the referenced Urban Drainage Flood Control District Technical Criteria Manual; and

b. Meeting the requirements of the official master drainage plan of the City and, until adoption of the official master drainage plan of the City, meeting the requirements of the developer's master drainage plan for the real property being developed and approved by the Director.

(2) Site Plans.

a. Requirement. Developer must include design details for all structural BMPs, narrative reference for all non-structural BMPs if applicable, documentation of operation and maintenance procedures to ensure the long term observation, maintenance, and operation of the control measures, and documentation regarding easements in accordance with Section 12-4-7 or other legal means for access of BMPs for operation, maintenance, and inspection.

b. Review. The City shall review development plans prior to approving construction to confirm that control measures satisfy base design standards and include all information required by the City for site plans.

(3) Easement. No owner of real property being developed through which a natural drainage way flows or a regional stormwater treatment BMP is designed as shown on the master drainage plan shall obtain a building permit to develop the real property, unless the owner first grants to the City at no charge a permanent easement to construct, maintain, repair, and reconstruct the stormwater drainage channel along the drainage way or the regional stormwater treatment BMP location. **The Stormwater Director is authorized to accept on behalf of City any such easement or any other easement necessary to ensure performance of developer's obligation under subsection (a) of this Section. Any such easement shall be approved as to form by the City Attorney and recorded in the office of the Pueblo County Clerk and Recorder.**

(4) Construction inspection and acceptance shall be conducted by the City prior to issuing a valid certificate of occupancy for an applicable development site or equivalent authorization to use the development site in accordance with the approved site plan. Inspections must confirm the completed stormwater BMP operates in accordance with the approved site plan.

(b) Construction Stormwater Best Management Practices; Requirement.

(1) Owner or operator of applicable construction activity must implement adequate construction stormwater best management practices (BMPs) to control erosion, sediment-laden runoff and waste from the site. These requirements shall apply unless the City approves and documents an allowable exclusion according to policy adopted by the Director of the stormwater utility enterprise having been approved by City Council. Each developer of real property within the City must implement construction stormwater BMPs for all stages of construction to final stabilization:

a. In conformity and compliance with the base design standards established by the Storm Drainage Criteria and Policies including without limitation the referenced Urban Drainage Flood Control District Technical Criteria Manual; and

b. To control erosion, sediment and waste, including but not limited to discarded building materials, concrete truck washout, chemicals, litter, sanitary waste and other non-stormwater discharges, including construction de-watering and wash water, at the construction site that may cause adverse impacts to water quality.

c. All temporary construction stormwater BMPs shall be removed and properly disposed of within thirty (30) days after final site stabilization or after the temporary BMPs are no longer needed as determined by the Director.

(2) Construction Site Plans.

a. Requirement. Developer shall prepare and submit site plans that locate (if applicable) and identify all structural and nonstructural BMPs for the applicable construction activities. The site plans must contain installation and implementation specifications, or a reference to the document with the installation and implementation specifications, for all structural control measures. A narrative description of nonstructural control measures must be included in the site plans. Pollutant sources associated with the applicable construction activity shall be addressed in the site plan.

b. Review. The City shall review site plans for all applicable construction activities prior to the start of construction activities. Initial site plan review shall include the following:

1. Confirmation that the site plan includes appropriate control measures for all stages of construction, including final stabilization; and

2. Confirmation that the control measures selected satisfy municipal requirements for control measures.

(3) Developer shall provide City officials with access to applicable development sites for the purpose of conducting site inspections and documenting required corrective actions associated with municipal standards and criteria for stormwater control measures, pollutant sources, and discharge locations.

(c) Enforcement. Failure to adequately implement or maintain BMPs described on approved site plans in operational condition or for any person to make, conduct, engage in or knowingly permit or suffer to exist any illegal discharge, including unauthorized discharges from approved land disturbing activities, to the City's storm drainage system or for any person to make, use, maintain or continue existence of any illicit connection to the City's storm drainage system may be subject to one (1) or more of the following actions:

(1) Notice of violation.

(2) Nuisance abatement in accordance with the procedures set forth in Chapter 1, Title VII of this Code, except that the Director of the stormwater utility enterprise is hereby granted concurrent authority with the Health Officer to issue any orders, take action and perform abatements pursuant to said Chapter.

(3) Issuance of summons and complaint.

(4) The enforcement remedies set forth in this Subsection and Chapter are expressly declared to be cumulative, and the exercise of any one (1) or more of them is not dependent upon the exercise of any other remedy, nor does the exercise of any one (1) or more of them constitute any bar or limitation to the exercise of any other.

(d) Upon the completion of the design of all detention facilities and permanent stormwater quality BMPs, the developer will submit documentation outlining the terms of facility maintenance certified as accurate by a licensed qualified engineer who shall ensure proper working order of the facility and maintenance access. This documentation will be included in the drainage report and incorporated in a maintenance agreement, if appropriate. **The Stormwater Director is authorized to accept and execute on behalf of City any such maintenance agreement as required under this Section. Any such maintenance agreement shall be approved as to form by the City Attorney and recorded in the office of the Pueblo County Clerk and Recorder at the time of recording of the related plat, or if none, at the time of issuance of the building permit; provided, however, the Stormwater Director may defer the recording required for issuance of a building permit for a period up to but not later than issuance of the certificate of occupancy.** The proposed maintenance program for the facilities shall be structured as follows:

(1) Detention facilities and permanent stormwater quality BMPs serving solely commercial or industrial sites will be privately owned and maintained. If these facilities are maintained to the standards outlined by the maintenance agreement, the property will qualify for a reduction in stormwater utility service charges pursuant to

Paragraph 16-12-6(a)(2).

(2) Detention facilities and permanent stormwater quality BMPs serving residential lots will be maintained by the homeowners' association (HOA) when an established HOA operates and/or maintains common interest. If these facilities are maintained to the standards outlined by the maintenance agreement, the property will qualify for a reduction in stormwater utility service charges pursuant to Paragraph 16-12-6(a)(2).

(3) Detention facilities and permanent stormwater quality BMPs serving residential lots when an HOA does not exist to operate and/or maintain common interests will be maintained by the City, and reduction in stormwater utility service charges will not be given.

(4) Existing noncommercial/industrial detention facilities designed with or without permanent stormwater quality BMPs serving residential development under private ownership will be accepted by the City if the facility is in proper working order and qualifies under the required maintenance standards and maintenance access. Reduction in stormwater utility service charges will not be given.

(5) The City will encourage joint use and regional facilities which will be maintained by the Parks Department, with the stormwater utility paying a prorated share of maintenance costs.

(6) Detention facilities and permanent stormwater quality BMPs implemented during construction will be maintained by the developer until proper working order is established and approved by the City. In the case of phased development or construction, the developer will be responsible for sediment removal until eighty percent (80%) of the last phase of the development or construction is complete.

(7) The City has the authority to inspect all detention facilities and permanent stormwater quality BMPs to ensure proper maintenance is being implemented. Information collected during an inspection may be used to support requirements for the owner to complete routine or functional maintenance necessary to continue reduction in stormwater utility service charges pursuant to Section 16-12-6. Failure to perform maintenance required following an inspection may be enforced in accordance with this Subsection (e) above.

SECTION 2.

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

SECTION 3.

This Ordinance shall 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: May 23, 2022

TO: President Heather Graham and Members of City Council

VIA: Marisa Stoller, City Clerk

FROM: Mayor Nicholas A. Gradisar

SUBJECT: AN ORDINANCE AMENDING THE LEGISLATIVE PROCEDURES AND RULES OF THE PUEBLO CITY COUNCIL REGARDING CONFLICTS OF INTEREST

SUMMARY:

Attached is a proposed Ordinance which makes an amendment to the legislative procedures and rules of the Pueblo City Council regarding conflicts of interest.

PREVIOUS COUNCIL ACTION:

The legislative rules of the City Council have been amended periodically in the past to address particular policies and procedures.

BACKGROUND:

A protocol should be instituted to establish a policy and procedure when a member of City Council has a personal or private interest in any matter proposed or pending before the City Council.

FINANCIAL IMPLICATIONS:

The proposed legislative change shall have no budgetary impact.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

City Council could decide not to implement a specific policy and procedure when a member has a conflict of interest.

RECOMMENDATION:

Approve the Ordinance.

Attachments:
Proposed Ordinance

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE LEGISLATIVE PROCEDURES AND RULES OF THE PUEBLO CITY COUNCIL REGARDING CONFLICTS OF INTEREST

WHEREAS, Section 1-9-7 of the Pueblo Municipal Code provides as follows:

> (c) A member of City Council who or whose family has a personal or private interest in any matter proposed or pending before the City Council shall disclose such interest to the City Council and shall not vote thereon and shall refrain from attempting to influence the decisions of the other members of the City Council in voting on the matter.

and;

WHEREAS, Section 24-18-109 of the Colorado Revised Statutes provides as follows:

> (3)(a) A member of the governing body of a local government who has a personal or private interest in any matter proposed or pending before the governing body shall disclose such interest to the governing body and shall not vote thereon and shall refrain from attempting to influence the decisions of the other members of the governing body in voting on the matter.

and;

WHEREAS, in Advisory Opinion 16-05, the Colorado Independent Ethics Commission, stated as follows:

> Colo. Const. Article XXIX, sec. 1(c) requires covered individuals "to avoid conduct that is in violation of their public trust or that creates a justifiable impression among members of the public that such trust is being violated." Appearances of impropriety are generally referred to as "perception issues" or "violating the smell test." They can weaken public confidence in government and create a perception of dishonesty, even among government officials who are in technical compliance with the law.
>
> In order to avoid the appearance of impropriety, local government officials should avoid voting on <u>or debating questions</u> in a manner that may lead the public to perceive that the local government official is either placing his or her own private business interests in a position of competitive advantage or keeping his or her own private business interests from being adversely affected by the decisions of the governing body.

(emphasis supplied) and;

WHEREAS, Section 3-16 of the Charter of the City of the City of Pueblo provides as follows:

> In all legislative matters coming before it, the Council shall act only by ordinance, resolution or motion. The ayes and nays shall be taken upon the passage of all ordinances, resolutions and motions, and entered upon the journal of the Council proceedings. Every ordinance shall require the affirmative vote of the majority of the membership of the entire Council for final passage. Failure to vote by a council member when present shall result in a vacancy, the office to be forfeited immediately.

(emphasis supplied). NOW THEREFORE,

BE IT ORDAINED BY THE CITY COUNCIL OF PUEBLO, that: (brackets indicate matter being deleted, underscoring indicates new matter being added)

SECTION 1.

The Legislative Procedures and Rules of the Pueblo City Council shall be and hereby are amended by the addition of a new Rule 8 Section (d) as follows:

8. Voting.

. . .

(d) A member of City Council who or whose immediate family, defined as the following relatives, connected by blood or by marriage ("in-laws") spouse, sibling, parent, grandparent, child, grandchild, niece or nephew, has a personal or private interest in any matter proposed or pending before the City Council shall:

(i) *Notification of City Clerk.* Such Councilor shall notify the City Clerk, as soon as feasible, that such member has a conflict of interest with respect to an item on a proposed work session agenda or proposed regular meeting agenda and shall request that the City Clerk place such item at the end of such agendas to permit such Councilor's recusal at the appropriate time.

(ii) *Voluntary Disclosure.* Such member Is encouraged to voluntarily disclose, not less than 72 hours before the Council vote, the nature of the member's private interest, on a form to be electronically filed with the Office of the Colorado Secretary of State, pursuant to C.R.S. 24-18-110.

(iii) *Mandatory Disclosure.* Such Councilor shall disclose the conflict of interest and at the beginning of Council's regular meeting or work session and request permission to be excused at the appropriate time.

(iv) *During discussion and debate*: Such member shall be excused from the Council dais so as not to influence the decisions of the other members of Council in voting on the matter. Such Councilor shall be allowed to remain in the Council Chamber but shall not be allowed to address Council. This Section 8(d)(iv) is applicable only to Council meetings in which formal votes are disallowed (e.g. work sessions) and shall not apply regular sessions of the Council at which formal voting takes place.

(v) ***Voting:***

1. Resolutions. Such member shall not cast a vote and shall be excused from the Council Chamber for purposes of compliance with Charter Sec.3-16.

2. Ordinances on First Reading. This vote is procedural only and does not result in the adoption of an ordinance and therefore such Councilor may vote on the motion to adopt the ordinances on the Consent Agenda on First Reading; to set the public hearing date and to order that all proposed ordinances be published by title.

3. Ordinances on Second Reading. Such member shall not cast a vote and shall be excused from the Council Chamber for purposes of compliance with Charter Sec.3-16.

SECTION 2.

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

SECTION 3.

This Ordinance shall become effective 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

As Amended
May 23, 2022

City Clerk's Office Item # Q-1

Background Paper for Proposed
RESOLUTION

COUNCIL MEETING DATE: May 23, 2022

TO: President Heather Graham and Members of City Council

CC: Nicholas A. Gradisar, Mayor

VIA: Marisa Stoller, City Clerk

FROM: City Council Member Sarah Martinez

SUBJECT: A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2022 GENERAL FUND BUDGET TO THE SOUTHERN COLORADO EQUALITY ALLIANCE IN THE AMOUNT OF ONE THOUSAND FIVE HUNDRED DOLLARS ($1,500) TO SUPPORT THE 2022 LGBTQ+ PRIDE FESTIVAL

SUMMARY:

Attached for consideration is a request for sponsorship of the Southern Colorado Equality Alliance's 2022 Pueblo LGBTQ+ Pride Festival.

PREVIOUS COUNCIL ACTION:

Council has supported this event in 2021 with $687.40 toward bus service.

BACKGROUND:

City Council Member Sarah Martinez is requesting $1,500 to sponsor the 2022 Pueblo LGBTQ+ Pride Festival. The festival is being held on Sunday, August 21, 2022 at Mineral Palace Park.

FINANCIAL IMPLICATIONS:

Funds in the amount of $1,500 would be paid from the Council Contingencies Account in the 2022 General Fund Budget to the Southern Colorado Equality Alliance.

BOARD/COMMISSION RECOMMENDATION:

Not Applicable.

STAKEHOLDER PROCESS:

Not Applicable.

ALTERNATIVES:

City Council could choose not to authorize funding for this event.

RECOMMENDATION:

This Resolution is at the request of Council Member Sarah Martinez.

Attachments:
Proposed Resolution
Council Contingencies spreadsheet
Request

As Amended
May 23, 2022

RESOLUTION NO. 14900

A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2022 GENERAL FUND BUDGET TO THE SOUTHERN COLORADO EQUALITY ALLIANCE IN THE AMOUNT OF ONE THOUSAND FIVE HUNDRED DOLLARS ($1,500) TO SUPPORT THE 2022 LGBTQ+ PRIDE FESTIVAL

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

SECTION 1.

Payment in the amount of $1,500 from the Council Contingencies Account in the 2022 General Fund Budget is authorized to be paid to the Southern Colorado Equality Alliance to support the 2022 LBTQ+ Pride Festival.

SECTION 2.

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

SECTION 3.

This Resolution shall become effective upon passage and approval.

INTRODUCED May 23, 2022

BY: Dennis E. Flores
MEMBER OF CITY COUNCIL

APPROVED: _____
PRESIDENT OF CITY COUNCIL

ATTESTED BY: _____
DEPUTY CITY CLERK

DATE	BALANCE IN 2022 CONTINGENCIES ACCOUNT		DEBIT	CREDIT	BALANCE
	Beginning Balance				$ 100,000.00
1/24/22	Pueblo United Way Mentoring Collaborative Community Event		$ 500.00		$ 99,500.00
1/24/22	PAACO Annual Stars and Lights Dinner & Dance		$ 750.00		$ 98,750.00
2/14/22	Boys and Girls Club Champions of Youth Dinner Table		$ 1,350.00		$ 97,400.00
2/14/22	Latino Chamber Annual Dinner Table		$ 950.00		$ 96,450.00
2/28/22	Memorial Bench for Renee F. Dominguez		$ 1,600.00		$ 94,850.00
2/28/22	Summer Solstice Arkansas River Event		$ 500.00		$ 94,350.00
3/14/22	Pueblo Has Talent - Use of Memorial Hall		$ 5,189.70		$ 89,160.30
3/14/22	Child Advocacy Center's Blue Tie Gala Table		$ 1,200.00		$ 87,960.30
3/28/22	AMR Safety Jam		$ 1,000.00		$ 86,960.30
3/28/22	Southern Colorado Press Club Sheep Dip		$ 500.00		$ 86,460.30
4/11/22	CSU Pueblo President's Gala		$ 1,500.00		$ 84,960.30
4/11/22	Trees Please Dutch Clark Renovation Project		$ 5,000.00		$ 79,960.30
5/9/22	Latino Veterans Profiles in Courage Ceremony		$ 2,000.00		$ 77,960.30
5/9/22	Parkview Ladies and Lemons Event		$ 500.00		$ 77,460.30
5/9/22	Pueblo Downtown Association Levee Walk		$ 700.00		$ 76,760.30
5/9/22	Dogpatch Cleanup/Recycling 3RTS Inc.		$ 500.00		$ 76,260.30
5/9/22	Goodnight Barn Chuck Wagon Rendevous		$ 15,000.00		$ 61,260.30
5/23/22	Southern Colorado Equality Alliance LGBTQ+ Pride Event		$ 1,000.00		$ 60,260.30
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CITY OF PUEBLO SPONSORSHIP REQUEST

Date of Request: 5/12/2022

Name: Tommy Farrell

Business/Non-Profit Name: Southern Colorado Equality Alliance

Phone: 719-569-5433 E-Mail: tommy@tommysfarrell.com

Name of Event: Pueblo Pride

Date of Event: 8/21/2022 Amount requested: $1,000

******Supporting event documents must be attached to this request******

Make check payable to:

Business/Non-Profit Name: Southern Colorado Equality Alliance

Address: PO Box 602

Pueblo, CO 81002

Phone: 719-569-5433

Please note: If the payee listed above is not an established vendor with the City of Pueblo, the application must be completed before payment can be processed. If payee is an active vendor with the City of Pueblo we will confirm the information listed above. If the information does not match our records, it must be updated before payment can be processed.

OFFICE USE ONLY:

Amount approved: _____ Supporting Councilmember: _____

Agenda date: _____ Vendor Confirmation Date: _____

Background Paper for Proposed
RESOLUTION

COUNCIL MEETING DATE: May 23, 2022

TO: President Heather Graham and Members of City Council

CC: Nicholas A. Gradisar, Mayor

VIA: Marisa Stoller, City Clerk

FROM: City Council Member Heather Graham

SUBJECT: A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2022 GENERAL FUND BUDGET TO THE HARP FOUNDATION IN THE AMOUNT OF $9,000 TO SUPPORT THE ROLLIN' ON THE RIVERWALK 4TH OF JULY EVENT

SUMMARY:

Attached for consideration is a request for sponsorship of the 4th of July event on the Riverwalk. The event will host a free community fireworks show to provide families and friends an opportunity to come together and celebrate the holiday in a safe way. Fireworks will be launched from the Main Street parking garage at 9:30pm and run for about 20-22 minutes.

PREVIOUS COUNCIL ACTION:

Council sponsored the Rollin on the Riverwalk event in 2021 for $9,000.

BACKGROUND:

City Council President Heather Graham is requesting $9,000 to support a modified Rollin' on the Riverwalk 4th of July event on Monday, July 4, 2022. Alan Hamel Avenue and Main Street will be closed to provide plenty of open space for people to watch the fireworks. This family-friendly community event will be free to the public and no alcohol will be served outside of restaurants. Free live entertainment will be located at the corner of Alan Hamel Avenue and Main Street with space for dancing. There will be several mobile food vendors set up on Alan Hamel Avenue to provide additional food service in the area. This is an extremely busy day for the Riverwalk restaurants and the additional food vendors will ensure that the large number of spectators will have options for food without overwhelming the existing infrastructure. Information will be sent to the business owners so they can plan for weekend specials and to-go meals as appropriate.

FINANCIAL IMPLICATIONS:

Funds in the amount of $9,000 would be paid from the Council Contingencies Account in the 2022 General Fund Budget to the HARP Foundation.

BOARD/COMMISSION RECOMMENDATION:

Not Applicable.

STAKEHOLDER PROCESS:

Not Applicable.

ALTERNATIVES:

City Council could choose not to authorize funding for this event.

RECOMMENDATION:

This Resolution is at the request of Council Member Heather Graham.

Attachments:
Proposed Resolution
Council Contingencies spreadsheet
Sponsorship Request

RESOLUTION NO. 14901

A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2022 GENERAL FUND BUDGET TO THE HARP FOUNDATION IN THE AMOUNT OF $9,000 TO SUPPORT THE ROLLIN' ON THE RIVERWALK 4TH OF JULY EVENT

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

SECTION 1.

Payment in the amount of $9,000 from the Council Contingencies Account in the 2022 General Fund Budget is authorized to be paid to the HARP Foundation to support the Rollin' on the Riverwalk 4th of July event.

SECTION 2.

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

SECTION 3.

This Resolution shall become effective upon passage and approval.

INTRODUCED May 23, 2022

BY: Vicente Martinez Ortega
MEMBER OF CITY COUNCIL

APPROVED: _____
PRESIDENT OF CITY COUNCIL

ATTESTED BY: _____
DEPUTY CITY CLERK

DATE	BALANCE IN 2022 CONTINGENCIES ACCOUNT		DEBIT	CREDIT	BALANCE
	Beginning Balance				$ 100,000.00
1/24/22	Pueblo United Way Mentoring Collaborative Community Event		$ 500.00		$ 99,500.00
1/24/22	PAACO Annual Stars and Lights Dinner & Dance		$ 750.00		$ 98,750.00
2/14/22	Boys and Girls Club Champions of Youth Dinner Table		$ 1,350.00		$ 97,400.00
2/14/22	Latino Chamber Annual Dinner Table		$ 950.00		$ 96,450.00
2/28/22	Memorial Bench for Renee F. Dominguez		$ 1,600.00		$ 94,850.00
2/28/22	Summer Solstice Arkansas River Event		$ 500.00		$ 94,350.00
3/14/22	Pueblo Has Talent - Use of Memorial Hall		$ 5,189.70		$ 89,160.30
3/14/22	Child Advocacy Center's Blue Tie Gala Table		$ 1,200.00		$ 87,960.30
3/28/22	AMR Safety Jam		$ 1,000.00		$ 86,960.30
3/28/22	Southern Colorado Press Club Sheep Dip		$ 500.00		$ 86,460.30
4/11/22	CSU Pueblo President's Gala		$ 1,500.00		$ 84,960.30
4/11/22	Trees Please Dutch Clark Renovation Project		$ 5,000.00		$ 79,960.30
5/9/22	Latino Veterans Profiles in Courage Ceremony		$ 2,000.00		$ 77,960.30
5/9/22	Parkview Ladies and Lemons Event		$ 500.00		$ 77,460.30
5/9/22	Pueblo Downtown Association Levee Walk		$ 700.00		$ 76,760.30
5/9/22	Dogpatch Cleanup/Recycling 3RTS Inc.		$ 500.00		$ 76,260.30
5/9/22	Goodnight Barn Chuck Wagon Rendevous		$ 15,000.00		$ 61,260.30
5/23/22	Southern Colorado Equality Alliance LGBTQ+ Pride Event		$ 1,000.00		$ 60,260.30
5/23/22	Rollin on the Riverwalk HARP Event		$ 9,000.00		$ 51,260.30
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125 Riverwalk Place
Pueblo, CO 81003

719-595-0242 ▪ www.puebloriverwalk.org

March 21, 2022

Heather Graham
Councilwoman & City Council President
City of Pueblo

Dear Heather,

The HARP Foundation is hosting its annual 4th of July Fireworks Celebration on the Riverwalk on Monday, July 4, 2022.

We are planning a free community event that includes a fireworks show, food vendors, and live entertainment. Live entertainment will begin at 8:00 pm and run until about 9:30 pm. Fireworks will be launched from the Main Street parking garage at 9:30 pm and run for about 20-22 minutes.

Traditionally, this event has been a festival that served as a fundraiser for the HARP Foundation. However, due to last years' success and positive impact on the community, we have decided to keep the event free with the hope of continuing to support the downtown businesses and community as a whole.

We will be closing Alan Hamel Avenue and Main Street to ensure plenty of open space for people to watch the fireworks, grab a meal, and enjoy the live entertainment. We will host the live entertainment at the end of Alan Hamel, near Main Street.

The fireworks and the venue setup cost is $25,000. As the event will be free to the public and benefit the Pueblo community, we are seeking sponsorship from the City and the County as well as other local organizations to assist with the associated costs.

We are grateful for the support that the City of Pueblo has provided in the past and respectfully request your consideration of the enclosed sponsorship opportunities.

Thank you for your work in the community, and we hope you choose to be the 4th of July Fireworks Celebration sponsor.

Sincerely,

Shayla Keys

Shayla Keys
Recreation and Entertainment Operations Manager

HARP FOUNDATION is a 501(c)3 nonprofit organization, Federal Tax ID#84-1308918
No goods or services were received in consideration of this gift.

City Clerk's Office Item # R-1

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: May 9, 2022

TO: President Heather Graham and Members of City Council

VIA: Marisa Stoller, City Clerk

CC: Mayor Nicholas A. Gradisar

FROM: Daniel C. Kogovsek, City Attorney

SUBJECT: AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO SIGN AN AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE PUEBLO CITY-COUNTY LIBRARY DISTRICT, A COLORADO LIBRARY DISTRICT AND THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND THE COUNTY OF PUEBLO, A POLITICAL SUBDIVISION OF THE STATE OF COLORADO, RELATING TO THE 2022 KIDS READ SUMMER CHALLENGE PROJECT TO PROVIDE FINANCIAL ASSISTANCE TO LOCAL HOUSEHOLDS AND AUTHORIZING PAYMENT IN AN AMOUNT NOT TO EXCEED $328,500 FROM PROJECT CI2113 - AMERICAN RESCUE PLAN ACT FOR PURPOSES THEREOF

SUMMARY:

This Ordinance approves and authorizes the Mayor to sign, an Amendment to the Intergovernmental Agreement with the Pueblo-City County Library District ("Library") and Pueblo County to provide local fiscal relief funds to local households for economic recovery purposes.

PREVIOUS COUNCIL ACTION:

On May 24, 2021, by Ordinance No. 9943, City Council approved an Intergovernmental Agreement with the Library and Pueblo County ("Original IGA") to sponsor the Library's Kids Read Project and authorized the transfer of up to $500,000 in financial support for the Library's 2021 Summer Reading Challenge from Project CI2113 American Rescue Plan Act.

BACKGROUND

The 2021 Summer Reading Challenge was a success beyond all expectations and the Library, the City and Pueblo County wish to establish a 2022 Summer Reading Challenge. The Original IGA must be amended in order to establish and fund the 2022 Summer Reading Challenge.

FINANCIAL IMPLICATIONS

To encourage students to read this summer and to provide financial support local households, the Library will pay each young person $100 between June and August, 2022 who checks out ten books from a neighborhood Library and provides a description of their reading experience to a librarian employed by the Library.

The Library will invoice the City and the County, on a periodic basis, for the costs of the Project at the rate of $100.00 for each participant who successfully checks out ten books from a neighborhood library and provides a description of their reading experience to a librarian employed by the Library.

Under the proposed Amendment to the Original IGA, the City will make available to the Library an additional $328,500 from Project CI2113 American Rescue Plan Act in support of the 2022 Summer Reading Challenge.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

City Council could decide not to support or fund the "2022 Pueblo Summer Reading Challenge."

RECOMMENDATION

Approval of the Ordinance

Attachments:
Proposed Ordinance
Proposed Amendment to the Original IGA.

ORDINANCE NO. _____

AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO SIGN AN AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE PUEBLO CITY-COUNTY LIBRARY DISTRICT, A COLORADO LIBRARY DISTRICT AND THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND THE COUNTY OF PUEBLO, A POLITICAL SUBDIVISION OF THE STATE OF COLORADO, RELATING TO THE 2022 KIDS READ SUMMER CHALLENGE PROJECT TO PROVIDE FINANCIAL ASSISTANCE TO LOCAL HOUSEHOLDS AND AUTHORIZING PAYMENT IN AN AMOUNT NOT TO EXCEED $328,500 FROM PROJECT CI2113 - AMERICAN RESCUE PLAN ACT FOR PURPOSES THEREOF

BE IT ORDAINED BY THE CITY COUNCIL OF PUEBLO that:

SECTION 1.

The Amendment to the Intergovernmental Agreement ("Amendment") between the Pueblo City-County Library District, a Colorado library district and the City of Pueblo, a Colorado municipal corporation and the County of Pueblo, a political subdivision of the State of Colorado, dated May 23, 2022, attached hereto, having been approved as to form by the City Attorney, is hereby approved.

SECTION 2.

The Mayor is hereby authorized to execute said Amendment for and on behalf of the City and the City Clerk is authorized to affix the seal of the City thereto and attest same.

SECTION 3.

The officers and staff of the City are authorized to perform any and all acts consistent with this Ordinance and the attached Amendment, 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 May 9, 2022.

Final adoption of Ordinance by City Council on _____.

_____
President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____based on the following objections:

_____

_____

_____

_____

_____
Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

_____
President of City Council

ATTEST

_____
City Clerk

AMENDMENT TO INTERGOVERNMENTAL AGREEMENT

THIS AMENDMENT TO INTERGOVERNMENTAL AGREEMENT (hereinafter "Amendment") is made and entered into effective the 23rd day May, 2022, by and between the Pueblo City-County Library District, a Colorado library district (hereinafter referred to as "Library") and the City of Pueblo, a Colorado municipal corporation, (hereinafter referred to as "City") and Pueblo County, a political subdivision of the State of Colorado, (hereinafter referred to as "County"). Library, City and County are sometimes referred to herein as a "Party" and collectively, as the "Parties."

Recitals

WHEREAS, the Parties entered into an Intergovernmental Agreement dated May 24, 2021 (the "Agreement"); and

WHEREAS, the purpose of this Amendment is to increase the amount of funds available for the project and to extend the term of the Agreement.

Agreement

In consideration of the mutual covenants, agreements and promises in this Amendment and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as set forth in this Amendment:

1. Article II of the Agreement is hereby amended and restated as follows:

II. OBLIGATIONS OF THE CITY AND COUNTY

A. The Parties agree that certain funds received by the City and County from the U.S. Treasury pursuant to the American Recovery Plan Act shall be made available for payment to the Library for financial support of the Kids Read – Summer Reading Challenge Project as follows:

Year	City Contribution	County Contribution	Total	Carryover Funds
2021	$ 500,000	$ 500,000	$ 1,000,000	$ 343,000
2022	328,500	328,500	657,000	
Total	$ 828,500	$ 828,500	$ 1,657,000	

B. City and County agree to pay, within thirty (30) days of receipt, invoices received from the Library in connection with the project, on a 50% / 50% basis.

2. Article III Section A of the Agreement is hereby amended and restated as follows:

III. MISCELLANEOUS

The Parties agree that their performance under this Agreement shall be subject to the following provisions:

A**.** The term of this Agreement shall commence on the date first set forth in the Agreement and shall terminate on December 31, 2023, unless terminated sooner as provided in the Agreement. The Parties may terminate the Agreement at any time and for any reason by giving thirty (30) days prior written notice to the other Parties. The Agreement may only be extended by written agreement of all Parties. Unspent funds from the 2022 calendar year, if any, shall be returned to the City and County on a 50% / 50% basis or, in the sole discretion of the Library, shall be carried over and made available to be spent by the Library for the 2023 Kids Read Summer Reading Challenge.

4. Except as modified by this Amendment, the provisions of the Agreement shall remain unchanged and in full force and effect and fully binding on the Parties, their successors and assigns and the Agreement and this Amendment shall be construed together as a single integrated document.

IN WITNESS WHEREOF, this Amendment is executed by the Parties hereto in their respective names as of the date first above written.

ATTEST: PUEBLO CITY-COUNTY LIBRARY DISTRICT

By: _____ By: _____

ATTEST: CITY OF PUEBLO

By: _____ By: _____
City Clerk Mayor

ATTEST: PUEBLO COUNTY, COLORADO

By: _____ By: _____
Clerk to the Board Chair, Board of County Commissioners

City Clerk's Office Item # R-2

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: May 9, 2022

TO: President Heather Graham and Members of City Council

CC: Nicholas A. Gradisar, Mayor

VIA: Marissa Stoller, City Clerk

FROM: Andra Ahrens, Interim Wastewater Director

SUBJECT: AN ORDINANCE APPROVING AN AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES IN THE AMOUNT OF $65,031 BETWEEN THE CITY OF PUEBLO, A MUNICIPAL CORPORATION, AND BROWN AND CALDWELL, INC., FOR CONSULTING ENGINEERING SERVICES WITH RESPECT TO THE SUSTAINABILITY STUDY FOR THE WASTEWATER DEPARTMENT AND AUTHORIZING THE MAYOR TO EXECUTE SAME

SUMMARY:

This Ordinance accepts an agreement between the City of Pueblo and Brown and Caldwell, Inc. for consulting engineering services relating to identifying sustainable energy sources, techniques to use or sell the biogas the Water Reclamation Facility produces.

PREVIOUS COUNCIL ACTION:

On November 12, 2018, the City Council Approved Resolution No. 14081, selecting Brown and Caldwell, Inc as the Engineer of Record for the Wastewater Treatment Department.

BACKGROUND:

The Wastewater Department is requesting Brown & Caldwell, Inc. to evaluate different types of sustainable energy producing technologies and their associated costs for implementation. This study will allow the Wastewater Department to determine what sustainable technologies are feasible and cost effective to implement at the Water Reclamation facility or in the collection system. The Wastewater Department would like to do this study to determine if money may be saved and carbon emissions may be reduced.

FINANCIAL IMPLICATIONS:

The cost of the agreement with Brown and Caldwell to provide design services for the evaluation will not exceed $65,031. Funds are available from the Professional Services Budget.

BOARD/COMMISSION RECOMMENDATION:

Not applicable

STAKEHOLDER PROCESS:

None

ALTERNATIVES:

The no-action alternative would be the status quo, which may cost the rate payer more money in the future with rising energy costs.

RECOMMENDATION:

Approval of the Ordinance.

Attachments:
Professional Engineering Services Agreement between the City of Pueblo and Brown and Caldwell, Inc.

ORDINANCE NO. 10178

AN ORDINANCE APPROVING AN AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES IN THE AMOUNT OF $65,031 BETWEEN THE CITY OF PUEBLO, A MUNICIPAL CORPORATION, AND BROWN AND CALDWELL, INC., FOR CONSULTING ENGINEERING SERVICES WITH RESPECT TO THE SUSTAINABILITY STUDY AND AUTHORIZING THE MAYOR TO EXECUTE SAME

WHEREAS, the Pueblo Wastewater Department operates a Water Reclamation Facility and collection system providing municipal wastewater treatment; and

WHEREAS, consulting engineering services are required with respect to identifying the best sustainable technologies to use throughout the Wastewater Department; and

WHEREAS, Brown and Caldwell is the consulting Engineer of Record and is the most qualified to serve the Pueblo Wastewater Department for such project; NOW, THEREFORE,

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

SECTION 1.

An agreement by and between the City of Pueblo, a Municipal Corporation, and Brown and Caldwell, Inc., a copy of which is attached hereto and made part hereof by reference ("Agreement"), after having been approved as to form by the City Attorney, is hereby approved.

SECTION 2.

Work Performed under the Agreement may include, but not limited to, the following items:

Phase 100 - Project Management and Administration
Phase 200 – Technology Screening Evaluation
Phase 300 – Technical Memorandum

SECTION 3.

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

SECTION 4.

Funds for work performed under this agreement shall be from the Professional Services Budget

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 Agreement approved to implement the transactions described therein.

SECTION 6.

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

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on May 9, 2022.

Final adoption of Ordinance by City Council on May 23, 2022.

President of City Council

Action by the Mayor:

☒ Approved on May 26, 2022.

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

_____
President of City Council

ATTEST

_____
Deputy City Clerk

PROPOSED STANDARD FORM OF
AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

THIS AGREEMENT made and entered this _____day of _____, 2022 by and between the City of Pueblo, a Municipal Corporation (hereinafter "Owner") and Brown and Caldwell, Inc., a California corporation, 1697 Cole Boulevard, Golden, Colorado 80401, a professional engineering firm (hereinafter "Engineer") for Engineer to render certain professional engineering and related services for Owner in connection with the **Pueblo Sustainability Study**, hereinafter referred to as the "Project." In consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

SECTION 1. GENERAL.

1.1 Engineer shall satisfactorily perform professional engineering and/or construction management] services for all phases of Project indicated below by mark placed in the appropriate box or boxes:

[x] - Study and Report Phase

[x] - Preliminary Design (Schematic) Phase

[ ] - Final Design Phase

[ ] - Construction Documents & Bidding Phase

[ ] - Construction Phase

Upon completion of any phase, Engineer shall not proceed with work on the next phase, if any, until authorized in writing by Owner to proceed therewith.

Such services shall include all usual and customary professional engineering services and the furnishing (directly or through its professional consultants) of customary and usual civil, structural, mechanical, electrical engineering, environmental, architectural, construction management and planning services as generally stated herein and as more specifically set forth in Appendix A. Engineer shall also provide any landscape engineering, architectural, surveying and geotechnical services incident to its work on the Project.

1.2 In performing the professional services, Engineer shall complete the work items described in Appendix A – Scope of Services and as generally identified in Section 2 of this Agreement which are applicable to each phase for which Engineer is to render professional services. In the event of a conflict, the Scope of Services set forth in Appendix A shall prevail.

1.3 Professional engineering services (whether furnished directly or through a professional consultant subcontract) shall be performed under the direction and supervision of a registered engineer in good standing and duly licensed to practice in the State of Colorado. Reproductions of final drawings for construction produced under this Agreement shall be the same as at least one record set which shall be furnished to Owner and which shall be signed by and bear the seal of such registered engineer.

1.4 Surveying work included within this Agreement shall be performed under the direction and supervision of a registered Professional Land Surveyor in good standing and duly licensed to practice in the State of Colorado. All plats and surveys produced under this Agreement shall be signed by and bear the seal of said Professional Land Surveyor.

1.5 Any architect services provided under this Agreement shall be performed under the direction and supervision of an architect licensed to practice architecture in the state of Colorado.

SECTION 2. ENGINEERING SERVICES.

2.1 Study and Report Phase. If Engineer is to provide professional services with respect to the Project during the Study and Report Phase, Engineer shall perform the following unless otherwise indicated in the attached Scope of Service (Appendix A):

(a) Consult with Owner to determine his requirements for the Project and review available data.

(b) Advise Owner as to the necessity of his providing or obtaining from others data or services of the types described in paragraph 2.2(c), and assist Owner in obtaining any such services.

(c) Provide special analyses of Owner's needs, planning surveys, site evaluations and comparative studies of prospective sites and solutions.

(d) Identify and analyze requirements of governmental authorities and regulatory agencies involved in approval or permitting any aspect of Project.

(e) Provide general economic analysis of Owner's requirements applicable to various alternatives.

(f) Prepare a Report with appropriate exhibits indicating clearly the considerations involved and the alternative solutions available to Owner, and setting forth Engineer's findings and recommendations with opinions of probable costs.

(g) Furnish electronic copies of the Report to present and review it in person with Owner.

2.2 Preliminary Design (Schematic) Phase. If Engineer is to provide professional services with respect to the Project during the Preliminary Design Phase, Engineer shall perform the following unless otherwise indicated in the attached Scope of Service (Appendix A):

(a) Consult with Owner and determine the general design concept and Project requirements based upon information furnished by Owner as well as any study Report on the Project.

(b) Prepare and submit to Owner preliminary design documents consisting of final design criteria, preliminary drawings, an outline of specifications, and written descriptions of all significant features of Project.

(c) Prepare and submit to Owner a requirements checklist of any subsurface investigation, additional data, permits, or other information and requirements which is anticipated will be necessary for the design or construction of Project.

(d) Provide written disclosure to Owner of significant design assumptions and design risks and advantages/disadvantages inherent in or presented by design alternatives, and make recommendations to Owner based thereon.

(e) Prepare and submit to Owner a preliminary cost estimate for the Project including construction cost, contingencies, professional compensation, consultant fees, costs of land and rights of way, compensation for damages and finance costs, if any.

(f) Engineer shall furnish electronic copies of each above referenced submittal document to Owner for Owner's use and shall review same in person with Owner.

2.3 Final Design Phase. If Engineer is to provide professional services with respect to the Project during the Final Design Phase, Engineer shall:

(a) After consultation with the Owner, receipt of Owner's selection of any design options and review of the Preliminary Design Documents, if any, prepare and submit to Owner final Drawings showing the scope, extent and character of the work to be performed by contractors, and Specifications describing such work and the requirement therefor. Such plans and Specifications shall comply with all applicable building codes and requirements of regulatory agencies having any approval authority. Final design, including Drawings and Specifications, shall also comply with ADA Accessibility Guidelines (ADAAG) Manual developed by the U. S. Architectural and Transportation Barriers Board (1998) or ADA Standards for Accessible Design published at 28 C.F.R. Part 36, Appendix A, whichever is applicable. Engineer **shall include an attest statement on each record drawing sheet of final plan drawings that certifies compliance with either the ADAAG Manual or 28 CFR Part 36 Standards.**

(b) Make reasonable revisions to the Drawings and Specifications requested by Owner, informing the Owner of any change in probable construction costs as a result of such revisions.

(c) Provide technical criteria, written descriptions and design data for Owner's use, and disclose any significant risks and advantages/disadvantages inherent in or presented by design choices.

(d) Based upon Engineer's professional judgment, prepare and submit to Owner a current detailed cost estimate for the Project including construction cost, contingencies, professional compensation, consultant fees, land and right of way costs, damages and finance costs, if any.

(e) Engineer shall furnish 3 (three) copies of each above referenced submittal document to Owner for Owner's use, and shall review same in person with Owner.

2.4 Construction Documents & Bidding Phase. If Engineer is to provide professional services with respect to the Project during the Construction Documents & Bidding Phase, Engineer shall:

(a) Prepare and submit to Owner draft forms of contract agreement, general and special conditions, bid forms invitations to bid, information for bidders, forms of warranty and including any special requirements imposed upon such contracts by any federal or other funding source and by any regulatory agency. In preparing such draft forms, Engineer shall consider and incorporate, to the extent both advisable and feasible, owner's standard forms of agreement, warranty, payment and performance bonds, general conditions and selected specifications.

(b) After review and comment by Owner, prepare and submit all deliverables identified in Appendix A to this Agreement, final forms of contract agreement, general and special conditions, Drawings, specifications, bid forms, invitations to bid, information for bidders, and forms of warranty, together with any Addenda which may be required or appropriate to correct errors, clarify Drawings or Specifications or advise of changes. 3 (three) copies of these final bid documents shall be furnished to Owner. Unless otherwise specified in Appendix A, a copy of all contract documents and drawings shall also be submitted to Owner in Microsoft Word and AutoCAD (2013 or later version) format on electronic media.

(c) Make recommendations to Owner concerning the need for prequalification of equipment, vendors or bidders, and, if requested by Owner, incorporate prequalification requirements in final bid and construction contract documents.

(d) Attend a pre-bid conference with bidders to discuss Project requirements and receive requests for clarification, if any, to be answered by Engineer in writing to all plan holders.

(e) Consult with and make recommendations to Owner concerning: acceptability of bidders, subcontractors, suppliers, materials, equipment, suitability of proposed "or equals", amount of bids and any other matter involved in consideration and review of bids and bidders upon which Owner may reasonably request Engineer's advice.

(f) Prepare and periodically update a Project Schedule for Owner's review and acceptance, which shall include the schedule for the performance of the Engineer's services and a construction schedule for the components of the work, including phasing of construction, and times for commencement and completion of the several construction contracts. In the Project Schedule, the Engineer shall coordinate and integrate the Engineer's services and the Owner's responsibilities with anticipated construction schedules, highlighting critical and long lead times.

(g) Provide recommendations and information to Owner regarding the allocation of responsibilities for safety programs among contractors.

(h) Advise the Owner on Engineer's recommended division of the Project construction work into individual categories or work and separate contracts, and make recommendations as required so that the work of the several contractors is coordinated, all responsibilities have been assigned to the appropriate contract, the likelihood of jurisdictional disputes has been minimized and proper coordination has been provided for phased construction.

2.5 Construction Phase. If Engineer is to provide professional services with respect to the Project during the Construction Phase, after award by the Owner of a general contract or contracts for construction of the Project,

Engineer shall:

I. Engineering Functions.

(a) Perform all duties and functions to be performed by Engineer under the terms of the construction contract.

(b) Visit the Project site, perform observations as to the progress and quality of the work and advise the Owner as to same. The frequency and level of observation shall be commensurate with the nature of the work and size of the Project, except that any specific provisions set forth in Appendix A - Scope of Services concerning the level of observation shall determine Engineer's obligation concerning level of observation.

(c) Make determinations as to whether the work is proceeding in general accordance and compliance with the construction contract documents.

(d) Promptly advise the Owner in writing of any observed omissions, substitutions, defects or deficiencies noted in the work of any contractor, subcontractor, supplier or vendor on the Project.

(e) Reject any work on the Project that does not conform to the contract documents.

(f) On request of the Owner, the construction contractor or any subcontractor on the Project, issue written interpretations as to the Drawings and Specifications and requirements of the construction work.

(g) Review shop drawings, samples, product data and other submittals of the contractor for general conformance with the design concept of Project and compliance with the Drawings, Specifications and all other contract documents, and indicate to Contractor and Owner with respect thereto, any exceptions noted, or modification or resubmittals required.

(h) Review all applications of Contractor for payment and in connection with same, issue certificates for payment to the Owner for such amounts as are properly payable under the terms of the construction contract. Each such certificate shall constitute Engineer's representation to Owner that he has made periodic observations of the Project during construction and that to the best of his knowledge, the work for which payment has been sought has been completed by Contractor in general accordance with the Drawings, Specifications and other contract documents.

(i) Subject to written concurrence by Owner, promptly render a written recommendation to Owner concerning all proposed substitutions of material and equipment.

(j) Draft, for Owner's consideration, and offer recommendations upon, all proposed change orders and contract modifications.

(k) On application for final payment by the Contractor, make a final inspection of the Project, assembling and delivering to the Owner any written guaranties, instructions manuals, as-built drawings, diagrams and charts required by the contract documents, and issuing a certificate of final completion of the Project.

(l) The Engineer shall, if so provided in the construction contract, be the interpreter of the construction documents and arbiter of claims and disputes thereunder. Upon written request of the Owner or Contractor, the Engineer shall promptly make written interpretations of the contract documents and render written decisions on all claims, disputes and other matters relating to the execution or progress of the work on the Project. The interpretations and decisions of the Engineer shall be final and binding on the Contractor and Owner, unless the Director of the Wastewater Department of the Owner shall, within seven calendar days after receipt of the Engineer's interpretation or decision, file his written objections thereto with the Engineer and Contractor.

II. Construction Management Functions by Engineer.

(a) Perform all duties and functions specifically identified to be performed by the Construction Manager under the terms of the construction contracts, if any.

(b) Provide administrative, management and related services to coordinate scheduled activities and responsibilities of the construction contractors with each other and with the Owner and the Engineer, including monitoring agreed-upon budgets and the Project Schedule based upon the executed Contract Documents.

(c) Schedule and conduct meetings to discuss such matters as procedures, progress and scheduling. Engineer shall prepare and promptly distribute minutes of the meetings to the Owner and Contractors.

(d) Update the Project construction schedule incorporating the activities of the Contractors on the Project, including activity sequences and durations, allocation of labor and materials, processing of shop drawings, product data and samples, and delivery of items requiring long lead time and procurement. The Project construction schedule shall include the Owner's occupancy requirements showing portions of the Project having occupancy priority. Engineer shall update the Project construction schedule as needed to show current conditions. If any update indicates that the previously approved Project construction schedule may not be met, Engineer shall recommend corrective action to Owner.

(e) Consistent with the various bidding and contract documents, coordinate the sequence of construction and assignment of space in areas where contractors are or will be performing work.

(f) Observe performance of the contractors and recommend courses of action to the Owner when requirements of any contract are not being fulfilled.

(g) Monitor the approved estimate of construction cost for the Project, and show actual costs for activities in progress and estimates for uncompleted tasks by way of comparison with approved estimates. Advise the Owner of any variances between actual and estimated costs.

(h) Review the safety programs developed by each of the contractors solely for purpose of coordinating the safety programs with those of the other contractors. Engineer's responsibilities for coordination of safety programs shall not extend to direct control over or charge of the acts or omissions of the contractors, subcontractors or others not directly employed by Engineer, including any health or safety programs and precautions required by such construction work. Engineer has no duty to inspect, observe, correct or report on health or safety deficiencies of the contractors.

(i) Schedule and coordinate the sequence of construction by and among the contractors in accordance with the contract documents and the latest approved Project construction schedule. Engineer's responsibility under this subsection shall not extend to direct control over or charge of the means, methods, techniques, sequences and procedures of any contractor necessary for completing all portions of the construction work in accordance with the contract documents and any compliance with applicable laws and regulations.

(j) Maintain at the Project site for Owner one record copy of all contracts, plans, specifications, addenda, change orders, approved shop drawings, approved product data and approved submittals, and other documents in good order prepared in part on the basis of information compiled and furnished by others, and record drawings may not always represent the exact location, type of various components or exact manner in which Project was finally constructed, all of which shall be delivered to Owner upon completion of the Project or upon Owner's request. Engineer is not responsible for any errors or omissions in the information from others that are incorporated into the record drawings.

2.6 Additional Responsibilities. This paragraph applies to all phases of Engineer's work.

(a) Engineer shall be responsible for the professional quality, technical accuracy, timely completion and coordination of all of Engineer's work, including that performed by Engineer's consultants, and including designs, Drawings, Specifications, reports and other services, irrespective of Owner's approval or acquiescence in same. Engineer shall, without additional compensation, correct or revise any errors, omissions or other deficiencies in his work in breach of applicable standards of care.

(b) Engineer shall be responsible, in accordance with applicable law, to Owner for all loss or damage to Owner to the extent caused by Engineer's negligent act or omission.

(c) Engineer's professional responsibility shall comply with the generally-accepted standard of care applicable to the type of engineering and architectural and construction management services provided in effect at the time services are rendered and commensurate with the size, scope and nature of the Project.

(d) Engineer shall be completely responsible for the safety of Engineer's employees in the execution of work under this Agreement and shall provide all necessary safety equipment for said employees. Notwithstanding the foregoing, Engineer is not responsible for the health and safety duties of others, including compliance with health or safety programs and precautions.

(e) Engineer acknowledges that, due to the nature of engineering and related professional services and the impact of same on the Project, the Owner has a substantial interest in the personnel and consultants to whom Engineer assigns principal responsibility for services performed under this Agreement. Consequently, Engineer represents that Engineer has selected and intends to employ or assign the key personnel and consultants identified in Appendix C - "Identification of Personnel, Subcontractors and Task Responsibility", attached hereto for the Project assignments and areas of responsibility stated therein. Within 10 days of execution of this Agreement, Owner shall have the right to object in writing to employment on the Project of any such key person, consultant or assignment of principal responsibility, in which case Engineer will employ alternate personnel for such function or reassign such responsibility to another to whom Owner has no reasonable objection. Thereafter, Engineer shall not assign or reassign Project work to any person to whom Owner has reasonable objection.

Within 5 days of execution of this Agreement, Engineer shall designate in writing a Project representative who shall have complete authority to bind Engineer, and to whom Owner should address communications.

(f) Promptly after execution of this Agreement and upon receipt of authorization from Owner to proceed, Engineer shall submit to Owner for approval a schedule showing the order in which Engineer proposes to accomplish his work, with dates on which he will commence and complete each major work item. The schedule shall provide for performance of the work in a timely manner so as to not delay Owner's time table for achievement of interim tasks and final completion of Project work, provided however, the Engineer will not be responsible for delays beyond his control.

(g) Before undertaking any work which Engineer considers beyond or in addition to the scope of work and services which Engineer has contractually agreed to perform under the terms of this Agreement, Engineer shall advise Owner in writing (i) that Engineer considers the work beyond the scope of this Agreement, (ii) the reasons the Engineer believes the out of scope or additional work should be performed, and (iii) a reasonable estimate of the cost of such work. Engineer shall not proceed with such out of scope or additional work until authorized in writing by Owner. The compensation for such authorized work shall be negotiated, but in the event the parties fail to negotiate or are unable to agree as to compensation, then Engineer shall be compensated for his direct costs and professional time at the rates set forth in Appendix B - "Fee Schedule".

SECTION 3. OWNER'S RESPONSIBILITIES

3.1 Owner shall:

(a) Designate a representative to whom all communications from Engineer shall be directed and who shall have limited administrative authority on behalf of Owner to receive and transmit information and make decisions with respect to Project. Said representative shall not, however, have authority to bind Owner as to matters of legislative or fiscal policy.

(b) Advise Engineer of Owner's Project requirements including: objective, project criteria, use and performance requirements, special considerations, physical limitations, financial constraints, and required construction contract provisions and standards.

(c) Provide Engineer with available information pertinent to the Project including any previous reports, studies or data possessed by Owner which relates to design or construction of the Project. Engineer shall rely on information provided without verification unless otherwise agreed to in Appendix A. Owner shall notify of any known or potential health or safety hazards existing at or near the project site.

(d) Arrange for Engineer to have access to enter private and public property as required for Engineer to perform his services.

(e) Examine all studies, reports, sketches, Drawings, Specifications, proposals and other documents presented by Engineer, and render written decisions pertaining thereto within a reasonable time. The Owner's approval of Drawings, design, Specifications, reports and incidental engineering work or materials furnished hereunder shall not in any way relieve the Engineer of responsibility for the professional adequacy of his work. The Owner's review, approval or acceptance of, or payment for, any of the services shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

(f) Upon advice of the necessity to do so from Engineer, obtain required approvals and permits for the Project. The Engineer shall provide all supportive documents and exhibits necessary for obtaining said approvals and permits.

(g) Notify Engineer whenever Owner becomes aware of any substantial development or occurrence which materially affects the scope or timing of Engineer's services.

(h) If Engineer's scope of work includes services during construction, Owner will approve acceptable draft language prepared by Engineer for inclusion in Owner's contract with the construction contractor which require the construction contractor to indemnify and hold harmless Engineer, its officers, employees, agents, and consultants against claims, suits, demands, liabilities, losses, damages, and costs, including reasonable attorneys' fees and all other costs of defense, arising out of the performance of the work of the contractor, breach of contract, or willful misconduct of the contractor or its subcontractors, employees, and agents.

Owner will approve acceptable draft language prepared by Engineer for inclusion in Owner's contract with the construction contractor which require (a) the contractor to name Engineer, its directors, officers and employees as additional insureds on the contractor's general liability insurance and/or Owner's and Contractor's Protective policy (OCP), and any builder's risk, or other property insurance purchased by Client or the contractor to protect work in progress or any materials, supplies, or equipment purchased for installation therein; and (b) the contractor to furnish contractor's certificates of insurance evidencing that Engineer, its officers, employees, agents, and consultants are named as additional insureds on contractor's general liability and property insurance applicable to the Project. Contractor's policies shall be primary and any such insurance carried by the Engineer shall be excess and noncontributory. The certificates shall provide that Engineer be given 30 days' written notice prior to any cancellation thereof.

(i) Owner shall perform its obligations and render decisions within a reasonable time under the presented circumstances. However, given the nature of Owner's internal organization and requirements, a period of 14 days shall be presumed reasonable for any decision not involving policy decision or significant financial impact. A period of 45 days shall be presumed reasonable for Owner to act with respect to any matter involving policy or significant financial impact.

SECTION 4. TIME FOR PERFORMANCE.

Engineer's obligation to render services shall continue for such period of time as may reasonably be required for completion of the work contemplated in Appendix A - Scope of Services and Section 1 of this Agreement.

SECTION 5. PAYMENT.

5.1 Owner will pay to Engineer as full compensation for all services required to be performed by Engineer under this Agreement, except for services for additional work or work beyond the scope of this Agreement, an amount not to exceed $65,031.00 in the aggregate, and not to exceed those maximum amounts set forth in Appendix B - "Fee Schedule" and computed in accordance with this Section. In the event compensation for services is set forth in Appendix B as to each phase of work indicated in Section 1.1 of this Agreement, the maximum amount of compensation for any phase shall not exceed the amount specified in Appendix B for such phase.

5.2 Engineer shall submit periodic, but not more frequently than monthly, applications for payment, aggregating to not more than the maximum amount, for actual professional services rendered and reimbursable expenses incurred. Such applications shall be submitted with appropriate documentation that such services have been

performed and expenses incurred. Thereafter, Owner shall pay Engineer for the amount of the application within 30 days of the date of billing, provided that sufficient documentation has been furnished., With respect to construction phase services, Owner will not be required to pay more than 90% of the maximum amount unless the Engineer's services have been completed to Owner's reasonable satisfaction and all required Engineer submittals have been provided.

5.3 The rates of compensation for service and for reimbursable expenses to be used with periodic and final payment applications shall be those set forth in Appendix B - "Fee Schedule."

5.4 No separate or additional payment shall be made for profit, overhead, local telephone expenses, lodging, routine photocopying, computer time, or similar expenses unless otherwise provided and listed in Appendix B - "Fee Schedule."

5.5 No compensation shall be paid to Engineer for services required and expenditures incurred in correcting Engineer's negligent errors or omissions.

5.6 Compensation for authorized work beyond the scope of this Agreement shall be governed by Paragraph 2.6(g).

SECTION 6. TERMINATION.

6.1 The Owner reserves the right to terminate this Agreement and Engineer's performance hereunder, at any time upon 10 days written notice, either for cause or for convenience. Upon such termination, Engineer shall cease all work and stop incurring expenses, and shall promptly deliver to the Owner all data, Drawings, Specifications, reports, estimates, calculations, summaries and all other information, and materials as Engineer may have accumulated in performing this Agreement, together with all finished work and work in progress.

6.2 Upon termination of this Agreement for events or reasons not the fault of Engineer, Engineer shall be paid at the rates specified in Appendix B - "Fee Schedule" for all services rendered and reasonable costs incurred to 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 Owner or Engineer. In no event shall payment to Engineer upon termination exceed the maximum compensation provided for complete performance in paragraph 5.1 and Appendix B.

6.3 In the event termination of this Agreement or Engineer's services is for breach of this Agreement by Engineer, or for other fault of Engineer including but not limited to any failure to timely proceed with work, or to pay its employees and consultants, or to perform services with that level of care and skill ordinarily exercised by professional Engineers specializing in the design of Sanitary Sewer Outfalls and Sewer Crossing Design or to perform work in a manner deemed satisfactory by Owner's Director of Public Works, then in that event, Engineer's entire right to compensation shall be limited to payment at the rates specified in Appendix B for services satisfactorily performed and reimbursable expenses reasonably incurred, prior to date of termination.

6.4 Engineer's professional responsibility for his completed work and services shall survive any termination.

SECTION 7. GENERAL PROVISIONS.

7.1 (a) Ownership of Documents. All designs, Drawings, Specifications, technical data, and other documents or instruments procured or produced by the Engineer in the performance of this Agreement ("Work Product") shall be the sole property of the Owner upon payment to Engineer therefore and the Owner is vested with all rights therein of whatever kind and however created, whether created by common law, statutory law, or by equity. The Engineer agrees that the Owner shall have access at all reasonable times to inspect and make copies of all notes, designs, drawings, specifications, and all other technical data pertaining to the work to be performed under this Agreement. In the event Owner uses the designs, Drawings or Specifications provided hereunder for another project independent from Project, without adaptation by Engineer, Owner shall hold harmless and indemnify Engineer from all loss, claims, injury and judgments arising from the use of such designs, Drawings or Specifications for such other project. In no

event shall Engineer publish its Work Product developed pursuant to this Agreement except (i) with advance, written consent of Owner, which consent may be granted or withheld in Owner's sole and absolute discretion and (ii) in full compliance with the requirements of this Agreement and applicable federal regulations.

7.2 Insurance and Indemnity.

(a) Engineer agrees that he has procured and will maintain during the term of this Agreement, such insurance as will protect him from claims under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any of his employees or of any person other than his employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom; and such insurance will provide for coverage in such amounts as set forth in subparagraph (b).

(b) The minimum insurance coverage which Engineer shall obtain and keep in force is as follows:

(i) Workers' Compensation Insurance complying with statutory requirements in Colorado and in any other state or states where the work is performed. The Workers' Compensation insurance policy shall contain an endorsement waiving subrogation against the Owner.

(ii) Commercial General and Automobile Liability Insurance with limits not less than One Million and No/100 Dollars ($1,000,000.00)per occurrence for personal injury, including but not limited to death and bodily injury, and One Million Five Hundred Thousand and No/100 Dollars ($1,500,000.00) for excess umbrella liability.

(iii) Professional Liability Insurance with coverage of not less than $1,000,000.00 covering claims arising from the negligent acts, errors or omissions in the services performed by Engineer for Owner under this Agreement. This policy shall provide coverage for all professionals providing services under this Agreement by or through the Engineer, including coverage for Engineer's activities performed in both its engineering and construction manager capacities.

(c) Engineer agrees to hold harmless, defend and indemnify Owner from and against any liability to third parties, to the extent caused by the negligent acts, errors or omissions of Engineer, his employees, subcontractors and consultants.

7.3 Notices. Any and all notices or other communications required or permitted by this Agreement or by law to be served on or given to either the Owner or the Engineer by the other party shall be in writing and shall be deemed duly served and given when personally delivered to the party to whom it is directed, or in lieu of such personal service when deposited in the United States mail, first-class postage prepaid, addressed to the Owner, City of Pueblo Department of Wastewater, Attention: Andra Ahrens, Director, 1300 S. Queens Avenue, Pueblo, Colorado, 81001, or to the Engineer, Brown and Caldwell, Inc., at the address listed above. Either party may change his address for the purpose of this paragraph by giving written notice of such change to the other party in the manner provided in this paragraph.

7.4 Entire Agreement. This instrument contains the entire agreement between the Owner and the Engineer respecting the Project, and any other written or oral agreement or representation respecting the Project or the duties of either the Owner or the Engineer in relation thereto not expressly set forth in this instrument is null and void. In the event of any conflict between any provision of this Agreement and a provision of any Appendix or attachment to this Agreement, the provision in the Appendix or attachment shall control and supersede the conflicting provision in this Agreement.

7.5 Successors and Assigns. This Agreement shall be binding on the parties hereto and on their partners, heirs, executors, administrators, successors, and assigns; provided, however, that neither this Agreement, nor any part thereof, nor any moneys due or to become due hereunder to the Engineer may be assigned by him without the written consent of the Owner. Notwithstanding the foregoing, if the authorized scope of work includes construction activities or the oversight of construction, Engineer may, at its discretion and upon notice to Owner, assign all of its contractual rights and obligations with respect to such activities or services to Brown and Caldwell Constructors, its wholly owned affiliate.

7.6 Amendments. No amendment to this Agreement shall be made nor be enforceable unless made by written Amendment signed by an authorized representative of Engineer and by Owner's Director of Public Works.

7.7 Choice of Law. This Agreement shall be governed and interpreted in accordance with the laws of the State of Colorado.

7.8 Equal Employment Opportunity. In connection with the performance of this Agreement, Engineer shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, disability or age. Engineer shall endeavor to insure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, national origin, disability or age.

7.9 Severability. If any provision of this Agreement, except for Section 2.6, is determined to be directly contrary to and prohibited by law or the requirements of any federal grant or other Project funding source, then such provision shall be deemed void and the remainder of the Agreement enforced. However, it is the intent of the parties that Section 2 of this Agreement not be severable, and that if any provision of said section be determined to be contrary to law or the terms of any federal grant, then as of the time of any such determination this entire Agreement shall be void and terminated pursuant to the provisions of Section 6, without waiving any claims or defenses

7.10 Appropriations. Subject to execution of this Agreement by the Director of Finance certifying that a balance of appropriation exists and funds are available, the amount of money appropriated for this Agreement is equal to or in excess of the maximum compensation payable hereunder; provided, however, that if construction is phased and subject to annual appropriation, funds only in the amount of initial appropriation are available and Engineer shall confirm availability of funds before proceeding with work exceeding initial and subsequent annual appropriations.

7.11 Additional Requirements on Federally Funded Contracts. If any of the work to be performed by Engineer under this Agreement is funded in whole or in part with federal funds, then this Agreement shall be construed to include all applicable terms required by the federal assistance agreement and integrated federal regulations. By executing this Agreement, Engineer agrees to be bound by all such mandatory federal requirements. Such requirements shall be provided by Owner and incorporated into individual Agreements as applicable.

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.

SECTION 8. DISPUTES.

8.1 Any unresolved dispute or disagreement between Engineer and Owner arising from or relating to this Agreement or Engineer's services or right to payment hereunder shall be decided in a state court of competent jurisdiction located in Pueblo, Colorado.

SECTION 9. APPENDICES.

9.1 The following Appendices are attached to and made a part of this Agreement:

Appendix A - "Scope of Services" consisting of 9 (nine) pages.

Appendix B - "Fee Schedule" consisting of 2 (two) pages.
Including Schedule of Personnel and Duties

SECTION 10. ACCESSIBILITY.

The Americans with Disabilities Act (ADA) provides that it is a violation of the ADA to design and construct a facility for first occupancy later than January 26, 1993, that does not meet the accessibility and usability requirements of the ADA except where an entity can demonstrate that it is structurally impractical to meet such requirements. The Engineer therefore, will use his or her best reasonable professional efforts in accordance with applicable standards of

care 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, Owner shall have sole responsibility as between Client and Consultant for compliance with the Americans With Disabilities Act ("ADA") 42 U.S.C. 12101 et. Seq. and the related regulations.

SECTION 11 – STATE-IMPOSED MANDATES PROHIBITING WORKERS WITHOUT AUTHORIZATION FROM PERFORMING WORK

(a) At or prior to the time for execution of this Contract, Engineer shall submit to the Purchasing Agent of the City its certification that it does not knowingly employ or contract with a "worker without authorization", as that term is defined within §8-17.5-101 (9), C.R.S. (herein "Worker Without Authorization"), who will perform work under this Contract and that the Engineer will participate in either the "E-Verify Program" created in Public Law 208, 104th Congress, as amended and expanded in Public law 156, 108th Congress, as amended, that is administered by the United States Department of Homeland Security or the "Department Program" established pursuant to section 8-17.5-102(5)(c), C.R.S. that is administered by the Colorado Department of Labor and Employment in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.

(b) Engineer shall not:

(i) Knowingly employ or contract with a Worker Without Authorization to perform work under this Agreement;

(ii) Enter into a contract with a subcontractor that fails to certify to Engineer that the subcontractor shall not knowingly employ or contract with a Worker without Authorization to perform work under this Agreement.

(c) The following state-imposed requirements apply to this Agreement:

(i) The Engineer shall have confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement through participation in either the E-Verify Program or Department Program.

(ii) The Contractor is prohibited from using either the E-Verify Program or Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

(iii) If the Engineer obtains actual knowledge that a subcontractor performing work under this contract knowingly employs or contracts with a Worker Without Authorization to perform work under this Agreement, the Engineer shall be required to:

A. Notify the subcontractor and the Purchasing Agent of the City within three (3) days that the Engineer has actual knowledge that the subcontractor is employing or contracting with a Worker Without Authorization; and

B. Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to subparagraph (c)(iii)A. above, the subcontractor does not stop employing or contracting with the Worker without Authorization ; except that the Engineer shall not terminate the contract with the subcontractor if, during such three (3) days, the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with a Worker without Authorization.

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

(d) Violation of this Section by the Engineer shall constitute a breach of the agreement and grounds for termination. In the event of such termination, the Engineer shall be liable for City's actual and consequential damages.

(e) Nothing in this Section shall be construed as requiring the Engineer to violate any terms of participation in the E-Verify Program.

SECTION 12. PERA LIABILITY

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

IN WITNESS WHEREOF the parties hereto have made and executed this Agreement as of the day and year first above written.

CITY OF PUEBLO, A MUNICIPAL CORPORATION

By_____
Naomi Hedden, Purchasing Director

Attest_____
City Clerk

[S E A L]

BROWN AND CALDWELL, INC.

By_____
Mary Kay Provaznik, Denver Local Leader

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

_____
Director of Finance

APPROVED AS TO FORM

_____
City Attorney

Attachments: Appendix A – Scope of Services
Appendix B – Fee Schedule

APPENDIX A

Brown and Caldwell Proposal for:
Sustainability Study

Prepared for
City of Pueblo
December 10, 2021

Project Overview

Brown and Caldwell (BC) will provide assistance to the City of Pueblo (COP), James R. Dilorio Water Reclamation Facility by performing a high-level feasibility study to identify potential cost-effective ways to improve energy efficiency through operations and/or utilization of alternative technologies. This effort is being categorized as a Sustainability Study.

Any changes to the contract must be authorized by the COP Wastewater Director and negotiated with the BC Project Manager.

Services will include:

- Review of provided operational and energy use data
- Identification of opportunities for energy efficiency
- Cursory review of alternative technologies (as defined further below under Phase 200) for evaluation of feasibility and cost effectiveness;Cost effectiveness will be a high-level evaluation of capital and operational costs
- Provide recommended short-list of potentially viable capital projects that would require a more detailed evaluation prior to a final decision on implementation of the technology and preliminary design

This Scope of Services includes the following phases:

Phase 100 – Project Management and Administration

Phase 200 – Technology Screening Evaluation

Phase 300 – Technical Memorandum

One attachment is also included with this Scope of Services:

Attachment 1 – Project Schedule

COP WW Responsibility

Pueblo WW will provide BC all available and relevant information to aid in the Sustainability Study. This includes, but is not limited to:

- Operational data: BC will request operational data specific to the plant (i.e., digester gas production data, digester gas chemical composition, etc.)
- Power consumption data: BC will request power consumption data specific to the plant

BC's Opinion of Probable Costs (Cost Estimate)

Pueblo acknowledges that construction cost estimates, financial analyses and feasibility projections are subject to many influences including, but not limited to, price of labor and materials, unknown or latent conditions of existing equipment or structures, and time or quality of performance by third parties. Pueblo acknowledges that such influences may not be precisely forecasted and are beyond the control of BC and that actual costs incurred may vary substantially from the estimates prepared by BC. BC does not warrant or guarantee the accuracy of construction or development cost estimates. Any costs provided by BC as part of this high-level feasibility study are not a result of full design or evaluation, should not be used for CIP planning purposes, but rather to help comparatively inform the short-list of potentially feasible technologies to pursue further in a future scope of work.

Phase 100 – Project Management and Administration

Project Management (PM) will consist of activities necessary to plan, oversee, direct, and manage engineering resources to complete the design, support bid-phase activities, and assist during construction. In addition, PM activities include monthly invoicing and status reporting.

Invoicing will occur monthly and will be prepared and submitted to the COP via email in an approved format. Invoices shall include total contract amount, total charges to date, previous billings, outstanding balance, current amount remaining, and total amount due.

Monthly project status reports will be prepared and submitted to the COP along with the monthly invoices. These reports will include summary of services completed since the previous report, current project schedule and budget status, project issues and potential changes, and project schedule updates if changes have been made and agreed upon by the COP.

Deliverables:

- Monthly invoices and progress reports
- Comment logs containing substantive QC comments and approved resolutions will be kept and may be made available to COP upon request

Phase 200 – Technology Evaluation

Objectives

As part of this project, BC will perform a cursory evaluation of the following technologies for feasibility and sustainability opportunities:

- Cogeneration
- Hydropower turbines
- Solar power
- Gas upgrading for pipeline injection or fleet vehicle use
- Fleet conversion
- Heat pumps
- Biological treatment
- Side-stream treatment
- Wind
- Energy efficiency study
- Food-to-waste co-digestion
- Grant opportunities
- Acid plus
- District heating

To support the feasibility study and achieve a recommended short-listed set of alternatives for a more detailed evaluation, cost impacts (capital and operational) will be reviewed. This evaluation does not produce a full cost analysis to determine an estimated net present value or other detailed financial analyses comparing revenue to capital costs, operation and maintenance (O&M), and repair and replacement (R&R) costs. While not included in this scope, if adequate opportunity for cost savings and energy sustainability is identified through this evaluation, a future business case

evaluation with a full O&M cost analyses on a few recommended alternatives may be beneficial to Pueblo for CIP and financial planning purposes.

Task 201: Cogeneration

A biogas utilization option such as combined heat and power (CHP), also commonly referred to as cogeneration, is a candidate technology for Pueblo where biogas can be cleaned up and combusted in internal combustion engines connected to an electrical generator to produce electricity for the plant or for sale back to the electric utility. The exhaust and jacket water systems are also plumbed to cool the engines which produces hot water that can be used to heat process fluids (i.e., digester contents) or buildings. This evaluation will include review of existing data and potential costs.

Assumptions

- Technology is limited to lean-burn and turbocharged internal combustion engines
- Biogas will require gas conditioning to remove contaminants (e.g., H2S, siloxanes, etc.) before use in the engine
- This evaluation is to determine the suitability of available cogeneration systems and the associated gas conditioning systems, and a cursory look at capital costs of such systems

Task 202: Hydropower turbines

At the point of discharge into the Arkansas River, there is the potential to utilize hydropower turbines to generate power for the facility. Hydropower turbines that don't affect the waterflow could potentially generate power at several locations within the plant and in the effluent channel. Twelve million gallons of water flows through the plant daily that can be used to operate the turbines. BC will evaluate the feasibility of hydropower turbines by calculating the approximate amount of power that may be generated and comparing that to the potential approximate costs of the system.

Assumptions

- This task is to review the technical viability of hydroturbines at the facility and, if technically viable, a cursory look at the estimated capital costs
- COP will provide water flow rates and elevations at the various sites that hydropower may be installed at the facility

Task 203: Solar

COP evaluated additional solar in 2017, but it was determined that 10 acres solar would be needed to produce enough power to make battery storage cost effective. The cost of battery storage has come down, but additional land may still be needed. Smaller solar fields could be added to offset more of the daily energy cost, but peak demand charges would not be reduced. Battery storage is necessary to offset peak demand to provide the most benefit. BC will evaluate how much solar would be required to make battery storage cost effective and describe the additional land requirements to make such a project possible.

Assumptions:

- COP will provide 2 years of monthly electric bills.

Task 204: Gas upgrading (RNG and CNG)

Beneficial reuse of digester gas could potentially allow the COP to redirect the biogas from being combusted in a boiler or waste gas burner to instead create a usable revenue generating product gas. A variety of technologies convert biogas to a renewable natural gas (RNG) product for injection into a natural gas pipeline or for use as compressed biomethane (CNG) in a vehicle fleet. Contaminants of concern in biogas that need to be removed in order to meet RNG and CNG standards are H_2S, moisture, siloxanes, and carbon dioxide (CO_2). Revenues include selling renewable identication numbers (RINs) and the sale of RNG or CNG. This analysis will review the suitability and viability of the available technologies and potential revenue stream generation, but will not serve as a full business case evaluation.

Assumptions:

- This evaluation is to determine the viability and potential suitability of available gas upgrading technologies for COP and a cursory look at capital costs of such a system.

Task 205: Fleet conversion

The biogas (methane) produced in the digesters can also be collected and processed to remove the hydrogen sulfide, carbon dioxide, moisture, carbon dioxide, and other trace contaminants (i.e., siloxanes) to provide a gaseous fuel (biomethane or CNG) to power vehicles. Considerations to be evaluated for this alternative is fleet vehicle opportunities (i.e., garbage trucks, busses, etc.) and their proximity to the treatment plant site. This will be a high-level review of existing fleet, potential for fleet conversion to CNG, and feasibility of potential biogas upgrades required.

Assumptions

- COP can provide information about the existing fleet (number and type of vehicles and approximate storage locations within Pueblo)
- Only bus fleets or sanitation fleets will be considered
- This evaluation is to determine the viability and potential suitability of upgrading the existing fleet of vehicles to operate on CNG, and a cursory look at capital costs of such upgrades

Task 206: Heat pumps

The wastewater in the collection system or even in the plant effluent maintains relatively constant temperatures, varying only a few degrees from summer to winter. This low-level energy is ideal for heat recovery that can harness this thermal source for heating and cooling. The recovered heat from the effluent could be used for process heating and building heating similar to how heat produced by a CHP system is used for those same purposes..

This evaluation will include reviewing information on existing heating system temperature and heat demands, establish if heat pumps are feasible (e.g., if they can meet required temperature and capacity), and development of a high-level cost approximation.

Assumptions

- Client has hot water system operating data and/or design data, and information on boilers (age, size, condition) and will provide to BC
- Assume direct effluent cooling, hybrid heat pump / boiler design
- Capital cost estimate will be major equipment cost with 4.0 multiplier

Task 207: Biological treatment

Biological wastewater treatment is energy-intensive, and it is a significant contributor to the COP's energy footprint. During previous projects, BC has helped the COP lower the energy requirements for biological treatment using advanced aeration control strategies, resulting in significant energy savings (approximately $150,000 per year). For this task, BC will review the current operation of the aeration system and controls and look for further optimization opportunities. For this, the existing BioWin model developed and calibrated by BC under previous projects will be employed. First, the model results will be compared with current plant operation and performance to establish a baseline for energy footprint and performance. Then, the BioWin model will be used to evaluate possible optimization opportunities to reduce energy requirements for treatment while meeting the existing Regulation 85's requirements.

Assumptions:

- COP to provide detailed operational data from the treatment plant for the past two years
- BC will analyze existing plant operation data and identify opportunities for optimization
- BC will use the existing biological process model to pre-screen optimization alternatives

Task 208: Side-stream treatment

Sidestream treatment of anaerobically digested dewatering centrate has proven to be a cost-effective and energy-efficient solution for wastewater treatment plants. The removal of nitrogen in sidestream using deammonification, where anammox bacteria is used to remove nitrogen without oxygen and carbon, is a highly sustainable practice now employed by many utilities worldwide. At COP, the sidestream treatment could provide overall nitrogen load reduction to the biological treatment, a reduction in ammonia spikes associated with centrifuge operation, and an overall reduction in aeration demands for biological treatment. Furthermore, sidestream treatment opens the possibility to co-digestion opportunities at the plant without negatively impacting the final effluent quality from the treatment plant. The BioWin process model developed under previous tasks will be used to analyze the viability of sidestream treatment from a process and economic standpoint. In addition, the process model will be used to develop sidestream process design criteria that specific sidestream technology providers will utilize. Submittals, including cost proposals from technology providers, will be reviewed, and a detailed comparison will be carried out.

Assumptions:

- COP to provide existing sidestream quality data for the past two years. If data is not available, BC will assume the results predicted by the BioWin model for the pre-screening phase
- BC will analyze existing data around centrate
- BC will use the existing biological process modeling results and proposals from a selected number of vendors to pre-screen sidestream alternatives

Task 209: Wind

BC will evaluate publicly available data to determine whether wind energy generation is a viable technology for COP to pursue.

Assumptions

- Data will be publicly available and representative of conditions at COPs facility

Task 210: Energy efficiency

BC will review conditions of energy efficiency to determine whether COP should pursue it as an opportunity to increase efficiencies at the facility.

Assumptions:

- BC will evaluate publicly available data/guidelines on what is covered for review in an energy efficiency study
- BC may contact Black Hills Energy to determine applicability of the facility, should budget allow

Task 211: Food-to-waste co-digestion

Food waste is the second largest category of municipal solid waste (MSW) sent to landfills in the United States, accounting for approximately 18% of the waste stream. Food waste is highly biodegradable and has a much higher volatile solids destruction rate (86-90%) than biosolids. Anaerobic digestion of food waste has many benefits for COP, including an increase in methane generation which can be used as an energy source. Wastewater treatment facilities can expect to see cost savings from incorporating food waste into anaerobic digesters due to production of on-site power and tipping fee for accepting the food waste. For this study, BC will evaluate the impact of co-digestion on the plant energy footprint and effluent quality using a desktop mass balance analysis coupled with steady-state BioWin model simulations. Typical design parameters for different feedstocks characteristics will be based on BC's experience with other municipalities. Energy mass balances (e.g., Sankey diagrams) will be generated to understand the impact of food waste digestion on the energy footprint and sustainability for COP.

Assumptions:

- A market for foot waste diversion to the JR Dilorio WRF is available within the City of Pueblo and surrounding communities
- Food waste characteristics based on available information and literature unless the information is readily available and to be provided to BC
- Additional food waste quantities to be added until the capacity of the existing anaerobic digestion system is met

Task 212: Grant opportunities

BC will research if grant opportunities exist for the evaluated technologies. This is important because a grant funding option could be the different between making a technology feasible for COP or not. BC recommends that a further evaluation of grant opportunities is conducted during the next phase of evaluation, after the short-list is developed and focused research is more easily achieved.

Assumptions

- BC will not be compiling any of the application details for the grant opportunities
- BC will not be applying for any of the grants listed as maybe being an option for funding (either entirely or partially) any technology

Task 213: Acid Plus

Acid Plus is a new invention of BC's that is eing tested as part of a WRF job at the University of Massachusetts – Amherst and City College of New York. The process should allow struvite harvesting upstream of methane-phase digesters (thereby reducing maintenance). It can also divert considerable H2S in the acid-phase biogas to waste (so that it does not need to be removed from methane-phase

biogas, making biogas treatment easier). Finally, existing digestion capacity may be increased by integrated use of recuperative thickening; potentially providing capacity for co-digestion.

Assumptions

- Acid Plus will be assumed to "work" prior to any even-laboratory-scale proof of such. COP is discouraged from proceeding until such at time that COP has comfort with the suitability of its implementation at the plant

Task 214: District heating

The quantity of recoverable heat in the facility's effluent may exceed the amount of heat required by the WRF. If a partnership could be established with a large nearby heat consumer (e.g. a hospital or university) to provide hot water for heating, a large heat pump system (described in Task 207) could be implemented to provide heat for the WRF as well as additional consumers. The additional consumers would pay a negotiated fee for the heat provided by the WRF.

For this task, BC will contact up to three potential nearby partners to collect information on their heat system. This task will identify any technically feasible partners based on compatibility with their existing system and proximity to the WRF.

Assumptions

- Only a cursory investigation will be conducted for providing District Heating to the CSU-Pueblo campus

Task 215: QC/Technical reviews

Each task listed above has hours allotted for quality control (QC)/technical review. This task includes hours for the client service manager (CSM) to conduct an overall QC of the work, as a whole, to ensure it meets client needs and expectations.

Phase 300 – Technical memorandum

Task 301: Draft

BC will summarize findings in a draft technical memorandum (TM) submitted to COP. After receiving comments from COP, BC will develop a final TM for submittal.

Task 302: Final

The final TM will be developed from one round of COP comments. The final TM will summarize the results of the aforementioned evaluations, and provide a list of potential cost-effective ways to improve energy efficiency through operations and/or utilization of alternative technologies. This list will inform the next scope of work to evaluate these potential technologies further.

QA/QC

Prior to the draft Technical Memorandum (TM), BC will conduct an internal QA/QC review of materials to be submitted. Review will include senior level discipline specific review, plus a technical readability review.

Deliverables

The following deliverables will be provided as part of this project

- BC will provide for review a draft TM summarizing the above evaluations and a recommendation of technologies to pursue
- After incorporating one round of client comments, BC will submit a final TM

Appendix B: Fee Schedule

Pueblo, City Dept of Wastewtr (CO) -- Pueblo-Sustainability Study

Phase	Phase Description	Kepley, Samantha A	Rose, Lisa J	Kell, Kevin A	Jimenez, Jose A	Buhman, Darrell L	Zemke, Peter E	Willis, John	Andrews, Nancy E	Brune, Lia	Forsberg, Dane C	Regmi, Pusker R	Total Labor Hours	Total Labor Effort	Total Effort
		PM	PA												
		$143	$101	$214	$240	$196	$184	$240	$214	$163	$122	$184			
100	**Project Management & Administration**	20	8	16	0	0	0	0	0	0	0	0	**44**	**$7,092**	**$7,092**
200	**Technology Evaluation**	12	0	4	4	62	17	32	9	78	16	40	**274**	**$50,444**	**$50,444**
201	Cogeneration	0	0	0	0	16	0	0	1	15	0	0	**32**	$5,795	**$5,795**
202	Hydropower turbines	0	0	0	0	7	0	0	4	7	0	0	**18**	$3,369	**$3,369**
203	Solar	0	0	0	0	0	0	0	0	0	16	0	**16**	$1,952	**$1,952**
204	Gas upgrading (RNG and CNG)	0	0	0	0	33	0	0	3	28	0	0	**64**	$11,674	**$11,674**
205	Fleet conversion	0	0	0	0	5	0	6	1	6	0	0	**18**	$3,612	**$3,612**
206	Heat pumps	0	0	0	0	1	17	0	0	22	0	0	**40**	$6,910	**$6,910**
207	Biological treatment	0	0	0	2	0	0	0	0	0	0	16	**18**	$3,424	**$3,424**
208	Side-stream treatment	0	0	0	1	0	0	0	0	0	0	8	**9**	$1,712	**$1,712**
209	Wind	0	0	0	0	0	0	4	0	0	0	0	**4**	$960	**$960**
210	Energy efficiency	6	0	0	0	0	0	0	0	0	0	0	**6**	$858	**$858**
211	Food-to-waste co-digestion	0	0	0	1	0	0	8	0	0	0	16	**25**	$5,104	**$5,104**
212	Grant opportunities	6	0	0	0	0	0	2	0	0	0	0	**8**	$1,338	**$1,338**
213	Acid Plus	0	0	0	0	0	0	8	0	0	0	0	**8**	$1,920	**$1,920**
214	District heating	0	0	0	0	0	0	4	0	0	0	0	**4**	$960	**$960**
215	QC/Technical reviews	0	0	4	0	0	0	0	0	0	0	0	**4**	$856	**$856**
300	**Technical Memorandum**	0	0	8	0	11	0	0	4	17	0	0	**40**	**$7,495**	**$7,495**
301	Draft	0	0	4	0	7	0	0	2	11	0	0	**24**	$4,449	**$4,449**
302	Final	0	0	4	0	4	0	0	2	6	0	0	**16**	$3,046	**$3,046**
	GRAND TOTAL	**32**	**8**	**28**	**4**	**73**	**17**	**32**	**13**	**95**	**16**	**40**	**358**	**$65,031**	**$65,031**

APPENDIX B

Brown and Caldwell Fee Schedule

Level	Engineering	Technical/Scientific	Administrative	Hourly Rate
A			Office/Support Services I	$67
B	Drafter Trainee	Field Service Technician I	Word Processor I Office/Support Services II	$74
C	Assistant Drafter	Field Service Technician II	Word Processor II Office/Support Services III	$81
D	Drafter Engineering Aide Inspection Aide	Field Service Technician III	Accountant I Word Processor III Office/Support Services IV	$92
E	Engineer I Senior Drafter Senior Illustrator Inspector I	Geologist/Hydrogeologist I Scientist I Senior Field Service Technician	Accountant II Word Processor IV	$101
F	Engineer II Inspector II Lead Drafter Lead Illustrator	Geologist/Hydrogeologist II Scientist II	Accountant III Area Business Operations Mgr Technical Writer Word Processing Supervisor	$122
G	Engineer III Inspector III Senior Designer Supervising Drafter Supervising Illustrator	Geologist/Hydrogeologist III Scientist III	Accountant IV Administrative Manager	$143
H	Senior Engineer Principal Designer Senior Construction Engineer Senior Engineer	Senior Geologist/Hydrogeologist Senior Scientist	Senior Technical Writer	$163
I	Principal Engineer Principal Construction Engineer Supervising Designer	Principal Geologist/Hydrogeologist Principal Scientist	Corp.Contract Administrator	$184
J	Supervising Engineer Supervising Constr. Engineer Supervising Engineer	Supervising Scientist Supervising Geologist/ Hydrogeologist	Assistant Controller	$196
K	Managing Engineer	Managing Geologist/Hydrogeologist Managing Scientist	Area Bus Ops Mgr IV	$214
L	Chief Engineer Executive Engineer	Chief Scientist Chief Geologist/Hydrogeologist	Corp Marketing Comm. Mgr.	$240
M	Vice President			$240
N - P	Senior Vice President President/Executive Vice President Chief Executive Officer			$242

BACKGROUND PAPER FOR PROPOSED ORDINANCE

COUNCIL MEETING DATE: May 9, 2022

TO: President Heather Graham and Members of City Council

CC: Nicholas A. Gradisar, Mayor

VIA: Marisa Stoller, City Clerk

FROM: Andrew Hayes, Director of Public Works

SUBJECT: AN ORDINANCE ESTABLISHING PROJECT CI2208 FOR UNION AVENUE BRIDGE REPAIR PROJECT, APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE 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: BRO M086-096 (24927) IN THE AMOUNT OF $100,500, TRANSFERRING THE FUNDS IN THE AMOUNT OF $100,500 FROM BRIDGE REPAIRS PROJECT, HUAN05 TO THE UNION AVENUE BRIDGE REPAIR PROJECT, CI2208, AND BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF $201,000

SUMMARY:

This Ordinance creates Project No. CI2208 for Union Avenue Bridge Repair Project, approves an Intergovernmental Agreement ("IGA") between Pueblo, a Colorado Municipal Corporation ("City") and the State of Colorado, Colorado Department of Transportation ("CDOT") in the amount of $100,500, transfers funds in the amount of $100,500 from Bridge Repairs Project, HUAN05 to CI2208, Union Avenue Bridge Repair Project, and budgets and appropriates funds totaling $201,000 for the Project.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

The Union Avenue Bridge, located between West B Street and Corona Avenue, is a critical link from Downtown to South Pueblo. It spans across the Arkansas River, levee, pedestrian trail, Union Pacific Railroad (UPRR) and Burlington Northern & Santa Fe Railway (BNSF). It is nearly a century old, and near the end of its service lift. It was

built in 1925, and has a combination of cast-in-place concrete tee-beams and steel deck trusses. Minor alterations have been made, dating back to 1988. Recent inspection reports have determined that the overall bridge superstructure is rated as “poor,” the deck and substructure were rated as “fair” and it has a status of “structurally deficient” which highlights the importance to rehabilitate or replace the structure.

The City of Pueblo was awarded an Off-System Bridge Program in the amount of $100,500.00 for the following improvements:

- Remove and replace broken/missing balusters
- Patch cracks/missing concrete in balusters and pedestrian rails
- Repair bridge sidewalk expansion joint plates
- Replace bridge sidewalk expansion joint plates
- Remove and replace or grind portions concrete sidewalk (tripping hazards)
- Repair outside face concrete bridge deck spalling
- Clean joint and replace strip seal
- Apply self-leveling concrete coating

The match requirement for the federally funded grant is 20% of the award for a total of $25,125. The City is providing the required match plus an overmatch of $75,375 for a total match of $100,500.

FINANCIAL IMPLICATIONS:

Funds in the amount of $100,500 will be provided by CDOT and funds in the amount of $100,500 will be transferred from Bridge Repairs Project, HUAN05. The funds from CDOT and the City, in the amount of $201,000, shall be budgeted and appropriated for the project, CI2208.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Currently, there are no alternatives for completing the improvements without the funding from the CDOT Off-System Bridge Grant funds.

RECOMMENDATION:

Approve the Ordinance.

Attachments:
City-State of Colorado draft IGA for the Union Avenue Bridge Repair Project
Grant Certification

ORDINANCE NO. 10179

AN ORDINANCE ESTABLISHING PROJECT CI2208 FOR UNION AVENUE BRIDGE REPAIR PROJECT, APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE 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: BRO M086-096 (24927) IN THE AMOUNT OF $100,500, TRANSFERRING THE FUNDS IN THE AMOUNT OF $100,500 FROM BRIDGE REPAIRS PROJECT, HUAN05 TO THE UNION AVENUE BRIDGE REPAIR PROJECT, CI2208, AND BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF $201,000

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

SECTION 1.

The Union Avenue Bridge Repair Project, CI2208, is hereby established.

SECTION 2.

The Intergovernmental Agreement ("IGA") between Pueblo, a Colorado municipal corporation, and State of Colorado, acting by and through the Colorado Department of Transportation, Project: BRO M086-096 (24927), Union Avenue Bridge, a copy of which is attached, having been approved as to form by the City Attorney, is hereby approved.

SECTION 3.

Subject to encumbrances by the Colorado State Department of Transportation, funds from the Union Avenue Bridge (BRO M086-096 (24927)) in the amount of $100,500.00 are hereby budgeted and appropriated for the Union Avenue Bridge Repair Project, No. CI2208.

SECTION 4.

Funds in the amount of $100,500.00 are hereby transferred from Bridge Repairs Project, HUAN05 to Union Avenue Bridge Repair Project, CI2208.

SECTION 5.

Funds in the amount of $100,500.00 are hereby budgeted and appropriated for the Union Avenue Bridge Repair Project, CI2208.

SECTION 4.

The Mayor is authorized to execute and deliver the IGA in the name of the City and the City Clerk is directed to affix the seal of the City thereto and attest same.

SECTION 5.

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

with the intent of the Ordinance and IGA to implement the policies and procedures described therein.

SECTION 6.

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

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on May 9, 2022.

Final adoption of Ordinance by City Council on May 23, 2022.

President of City Council

Action by the Mayor:

☒ Approved on May 26, 2022.

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

_____
President of City Council

ATTEST

_____
Deputy City Clerk

STATE OF COLORADO INTERGOVERNMENTAL AGREEMENT
Signature and Cover Page

State Agency Department of Transportation			**Agreement Routing Number** 22-HA2-XC-00058
Local Agency CITY OF PUEBLO			**Agreement Effective Date** The later of the effective date or March 31, 2022
Agreement Description Union Avenue Bridge			**Agreement Expiration Date** March 30, 2032
Project # BRO M086-096 (24927)	**Region #** 2	**Contract Writer** DM	**Agreement Maximum Amount** $125,625.00

THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT

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

LOCAL AGENCY CITY OF PUEBLO _____ Signature _____ By: (Print Name and Title) Date: _____	**STATE OF COLORADO** Jared S. Polis, Governor Department of Transportation Shoshana M. Lew, Executive Director _____ Stephen Harelson, P.E., Chief Engineer Date: _____
2nd State or Local Agency Signature if Needed _____ Signature _____ By: (Print Name and Title) Date: _____	**LEGAL REVIEW** Philip J. Weiser, Attorney General _____ Assistant Attorney General _____ By: (Print Name and Title) Date: _____

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

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: _____
Department of Transportation

Effective Date: _____

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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 EFFECTIVE DATE

A. Effective Date

This Agreement shall not be valid or enforceable until the Effective Date, 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 Effective Date, and shall have no obligation to pay Local Agency for any Work performed or expense incurred before 1) the Effective Date of this original Agreement; except as described in **§7.D**; 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 after the Agreement Expiration Date or after required billing deadline specified in **§7.B.i.e**., or the expiration of "Special Funding" if applicable, whichever is sooner. The State's obligation to pay Agreement Funds exclusive of Special Funding will continue until the Agreement Expiration Date. If Agreement Funds expire before the Agreement Expiration Date, then no payments will be made after expiration of Agreement Funds.

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 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 ARPA Award by Option Letter pursuant **§7.E.iv**. 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 C**.

C. 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, and this ARPA Award is not appropriated, or otherwise become unavailable to fund this ARPA Award 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 by Local Agency, which shall be governed by **§14.A.i.**

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 **§16.** 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 **§14.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 maximum amount payable to Local Agency hereunder. This subsection shall not apply to a termination of this ARPA Award by the State for breach by Local Agency.

D. Local Agency Termination Under Federal Requirements

Local Agency may request termination of the ARPA Award by sending notice to the State, which includes the effective date of the termination. If this ARPA Award is terminated in this manner, then Local Agency shall return any advanced payments made for work that will not be performed prior to the effective date of the termination.

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 "Fixing America's Surface Transportation Act" (FAST Act) of 2015, and to applicable provisions of Title 23 of the United States Code and implementing regulations at Title 23 of the Code of Federal Regulations, 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").

B. State Authority

Pursuant to CRS §43-1-223 and to applicable portions of the Federal Provisions, the State is responsible for the general administration and supervision of 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 CRS §§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 funds to the Local Agency pursuant to CDOT's Stewardship Agreement with the FHWA.

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.

B. "**Agreement Funds**" means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Agreement.

C. "**ARPA**" means American Rescue Plan Act, funded by the US Treasury Department. See "SLFRF" below.

D. "**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.

E. "**Budget**" means the budget for the Work described in **Exhibit C**.

F. "**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..

G. "**Chief Procurement Officer**" means the individual to whom the Executive Director has delegated his or her authority pursuant to §24-102-202 to procure or supervise the procurement of all supplies and services needed by the State.

H. "**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.

I. "**Consultant**" means a professional engineer or designer hired by Local Agency to design the Work Product.

J. "**Contractor**" means the general construction contractor hired by Local Agency to construct the Work.

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

L. "**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.

M. "**Evaluation**" means the process of examining Local Agency's Work and rating it based on criteria established in **§6, Exhibit A** and **Exhibit E**.

N. "**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 K**, The Federal Funding Accountability and Transparency Act of 2006 (FFATA) Supplemental Federal Provisions

xii. **Exhibit L**, Sample Sub-Recipient Monitoring and Risk Assessment Form

xiii. **Exhibit M**, Supplemental Provisions for Federal Awards Subject to The Office of Management and Budget Uniform Administrative Requirements, Cost principles, and Audit Requirements for Federal Awards (the "Uniform Guidance")

xiv. **Exhibit N**, Federal Treasury Provisions

xv. **Exhibit O**, Agreement with Subrecipient of Federal Recovery Funds

xvi. **Exhibit P**, SLFRF Subrecipient Quarterly Report

xvii. **Exhibit Q**, SLFRF Reporting Modification Form

xviii. **Exhibit R**, Applicable Federal Awards

xix. **Exhibit S**, Checklist of Required Exhibits Dependent on Funding Source

O. "**Expiration Date**" means the date on which this Agreement expires, as shown on the Signature and Cover Page for this Agreement.

P. "**Extension Term**" means the period of time by which the ARPA Expiration Date is extended by the State through delivery of an updated ARPA Letter.

Q. "**Federal Award**" means an award of Federal financial assistance or a cost-reimbursement contract under the Federal Acquisition Requirements by a Federal Awarding Agency to a 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.

R. "**Federal Awarding Agency**" means a Federal agency providing a Federal Award to a Recipient. The US Department of the Treasury is the Federal Awarding Agency for the Federal Award, which may be the subject of this Agreement.

S. "**FHWA**" means the Federal Highway Administration, which is one of the twelve 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 is the subject of this Agreement.

T. "**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.

U. "**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.

V. "**Initial Term**" means the time period defined in **§2.B**.

W. "**Matching Funds**" means the funds provided by the Local Agency as a match required to receive the federal funding.

X. "**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.

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

Z. "**Oversight**" means the term as it is defined in the Stewardship Agreement between CDOT and the FHWA.

AA. "**Party**" means the State or Local Agency, and "**Parties**" means both the State and Local Agency.

BB. "**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.

CC. "**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.

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 §24-72-501 C.R.S.

EE. "**Recipient**" means the Colorado Department of Transportation (CDOT) for this Federal Award.

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.

GG. "**SLFRF**" means State and Local Fiscal Recovery Funds, provided by ARPA, funded by the US Treasury Department.

HH. "**Special Funding**" means an award by Federal agency or the State which may include but is not limited to one or a combination of Multimodal Transportation & Mitigation Options Funding, Revitalizing Main Streets, Safer Main Streets, Stimulus Funds, Coronavirus Response and Relief Supplemental Funds, ARPA, SLFRF, or COVID Relief.

II. "**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.

JJ. "**State Fiscal Rules**" means the fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a).

KK. "**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.

LL. "**State Purchasing Director**" means the position described in the Colorado Procurement Code and its implementing regulations.

MM. "**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.

NN. "**Sub-Award**" means this Award by the State to Local Agency 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.

OO. "**Subcontractor**" means third-parties, if any, engaged by Local Agency to aid in performance of the Work.

PP. "**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.

QQ. "**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.

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

SS. "**Work**" means the delivery of the Goods and performance of the Services in compliance with CDOT's Local Agency Manual described in this Agreement.

TT. "**Work Product**" means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, and any other results of the Work. "Work Product" does not include any material that was developed prior to the Effective Date that is used, without modification, in the performance of the Work.

Any other term used in this 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 this Agreement and in accordance with 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 performance period of phases, including, but not limited to Design, Construction, Right of Way, Utilities, or Environment phases, are identified in **Exhibit C**. The State may unilaterally modify **Exhibit C** from time to time, at its sole discretion, to extend the period of performance for a phase of Work authorized under this Agreement. To exercise this phase performance period extension option, the State will provide written notice to Local Agency in a form substantially equivalent to **Exhibit B.** The State's unilateral extension of phase performance periods will not amend or alter in any way the funding provisions or any other terms specified in this Agreement, notwithstanding the options listed under **§7.E**

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 it and its Contractors comply with and are responsible for satisfying the following requirements:

a. Perform or provide the Plans to the extent required by the nature of the Work.

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 in order to prevent any interference of the construction Work and to protect the traveling public.

e. Stamp the Plans as produced by a Colorado registered professional engineer.

f. Provide final assembly of Plans and all other necessary documents.

g. Ensure the Plans are accurate and complete.

h. Make no further changes in the Plans following the award of the construction contract to Contractor unless agreed to in writing by the Parties. The Plans shall be considered final when approved in writing by CDOT, and when final, they will be deemed incorporated herein.

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 document "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:

1) Local Agency shall submit a certification that procurement of any Consultant contract complies with the requirements of 23 C.F.R. 172.5(1) prior to entering into such Consultant contract, subject to the State's approval. If not approved by the State, Local Agency shall not enter into 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 billings under the Consultant contract comply with the State's standardized billing format. Examples of the billing formats are available from the CDOT Agreements Office.

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 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).

6) Local Agency shall ensure that the Consultant contract complies with the requirements of 49 CFR 18.36(i) and contains the following language verbatim:

(a) The design work under this Agreement shall be compatible with the requirements of the contract between Local Agency and the State (which is incorporated herein by this reference) for the design/construction of the project. The State is an intended third-party beneficiary of this agreement for that purpose.

(b) Upon advertisement of the project work for construction, the consultant shall make available services as requested by the State to assist the State in the evaluation of construction and the resolution of construction problems that may arise during the construction of the project.

(c) The consultant shall review the construction Contractor's shop drawings for conformance with the contract documents and compliance with the provisions of the State's publication, Standard Specifications for Road and Bridge Construction, in connection with this work.

(d) The State, in its sole discretion, may review construction plans, special provisions and estimates and may require Local Agency to make such changes therein as the State determines necessary to comply with State and FHWA requirements.

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 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, wholly 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.

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 (https://www.codot.gov/business/designsupport/bulletins_manuals/2006-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.

iv. Right of Way (ROW) and Acquisition/Relocation

a. If Local Agency purchases a ROW for a State highway, including areas of influence, 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, the Uniform Relocation Assistance and Real Property

Acquisition Policies for Federal and Federally Assisted Programs, as amended (49 C.F.R. Part 24), CDOT's Right of Way Manual, and CDOT's 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 (located at http://www.codot.gov/business/manuals/right-of-way); however, the State always retains 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);

3) Right of way incidentals, if applicable (expenses incidental to acquisition/relocation of right of way – 3114).

v. Utilities

If necessary, Local Agency shall be responsible for obtaining the proper clearance or approval 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 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 its 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 federal and State environmental regulations, including 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 their useful life, in a manner satisfactory to the State and FHWA. 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 improvements are being adequately maintained.

ix. Monitoring Obligations

Local Agency shall respond in a timely manner to and participate fully with 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 structural 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 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.

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 or State special funding there may be an expiration date for the funds. The expiration date applies to grants and local funds used to match grants. To receive payment or credit for the match, Work must be completed or substantially completed, as outlined in the terms of the grant, prior to the expiration date of the special funding and invoiced in compliance with the rules outlined in the award 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 §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. 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 to occur 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 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

a. The State is prohibited by law from making commitments beyond the term of the current State Fiscal Year. Payment to Local Agency beyond the current State Fiscal Year is contingent on the appropriation and continuing availability of Agreement 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 Agreement Funds, the State's obligation to pay Local Agency 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 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 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.C**.

b. If the agreement funds are terminated, the State can terminate the contract early. Payment due for work done to the date of termination will be processed in a manner consistent with **§2.C**.

v. Erroneous Payments

The State may recover, at the State's 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 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 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 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. Matching Funds

Local Agency shall provide matching funds as provided in **§7.A**. and **Exhibit C**. Local Agency 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. 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 Matching 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 such ordinance/resolution or authority letter is attached hereto as **Exhibit D**. 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 maximum total amount described in **Exhibit C** and **§7**. However, any costs incurred by Local Agency prior to the Effective Date shall not be reimbursed absent specific allowance of pre-award costs and indication that the Federal Award funding is retroactive. The State shall pay Local Agency for costs or expenses incurred or performance by the Local Agency prior to the Effective Date, only if (1) the Grant Funds involve federal funding and (2) federal laws, rules, and regulations applicable to the Work provide for such retroactive payments to the 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**. Local Agency costs for Work performed 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. 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:

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

ii. Actual net cost to Local Agency (i.e. the price paid minus any items of value received by Local Agency that reduce the cost actually incurred).

E. Unilateral Modification of Agreement Funds Budget by State Option Letter

The State may, at its 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**, Sections 2 or 4 of the Table, and sub-sections B and C of the **Exhibit C**. Option Letters shall not be deemed valid until signed by the State Controller or an authorized delegate. Modification of **Exhibit C** by unilateral Option Letter is permitted only in the specific scenarios listed below. The State will exercise such options by providing Local Agency a fully executed Option Letter, in a form substantially equivalent to **Exhibit B**. Such Option Letters will be incorporated into this Agreement. This applies to the entire Scope of Work.

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 or Miscellaneous Work (but may not include Right of Way Acquisition/Relocation or Railroads) as detailed in **Exhibit A.** Such Option Letters may not modify the other terms and conditions stated in this Agreement, and must decrease the amount budgeted and encumbered for one or more other Work phases so that the total amount of budgeted Agreement Funds remains the same. The State may also issue a unilateral Option Letter to simultaneously increase and decrease the total encumbrance amount of two or more existing Work phases, as long as the total amount of budgeted Agreement Funds remains the same, replacing the original Agreement Funding exhibit (**Exhibit C**) with an updated **Exhibit C-1** (with subsequent exhibits labeled **C-2**, **C-3**, etc.).

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 Work phase (Design, Construction, Environmental, Utilities, ROW Incidentals or Miscellaneous) to another phase as a result of changes to State, federal, and local match funding. In such case, the original funding exhibit (**Exhibit C**) will be replaced with an updated **Exhibit C-1** (with subsequent exhibits labeled **C-2**, **C-3**, etc.) attached to the Option Letter. The Agreement Funds transferred from one 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 within thirty (30) days before the initial targeted start date of the Work phase, in a form substantially equivalent to **Exhibit B**.

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 Work phase to another. The original funding exhibit (**Exhibit C**) in the original Agreement will be replaced with an updated **Exhibit C-1** (with subsequent exhibits labeled **C-2**, **C-3**, etc.) attached to the Option Letter. 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 within 30 days before the initial targeted start date of the Work phase, in a form substantially equivalent to **Exhibit B**.

iv. Option to Extend Agreement/Phase Term and/or modify the OMB Uniform Guidance. The State, at its discretion, shall have the option to 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**. 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.). In order to exercise this option, the State shall provide written notice to the Local Agency in a form substantially equivalent to **Exhibit B**.

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, it 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, and 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. 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 L**) 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 of the following factors:

- Experience: Factors associated with the experience and history of the Subrecipient with the same or similar Federal Awards or grants.

- 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.
- 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.
- Financial: Factors associated with the Subrecipient's financial stability and ability to comply with financial requirements of the Federal Award.
- 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.
- Impact: Factors associated with the potential impact of a Subrecipient's non-compliance to the overall success of the program objectives.
- 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 L**), 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. If SLFRF Funds are used the Local Agency shall close out that portion of the Award within 45 days after the ARPA Award Expiration Date. 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. If FHWA or US Treasury 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 Awards through the State until such documentation is submitted and accepted.

8. REPORTING - NOTIFICATION

A. Quarterly Reports

In addition to any reports required pursuant to **§19** or pursuant to any exhibit, for any contract having a term longer than 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 ten (10) Business Days following the end of each calendar quarter or at such time as otherwise specified by the State. If SLFRF Funds are used the report must be in the format of **Exhibit P**.

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, notify the State of such action and deliver copies of such pleading or document to the State's principal representative identified in **§16**.

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 CFR Part 180 and 31 U.S.C. 3321).

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 (the "Record Retention Period") of three (3) years following the date of submission to the State of the final expenditure report, or if this Award is renewed quarterly or annually, from the date of the submission of each quarterly or annual report, respectively. If any litigation, claim, or audit related to this Award starts before expiration of the Record Retention Period, the Record Retention Period shall extend until all litigation, claims, or audit findings have been resolved and final action taken by the State 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. The State shall monitor Local Agency's performance in a manner that does not unduly interfere with Local Agency's performance of the Work. 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 CFR 200.501, *et seq.*, then Local Agency shall submit a copy of the results of that audit to the State within the same timelines 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. If Local Agency or any of its Subcontractors will or may receive the following types of data, Local Agency 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 Award 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 Award, if applicable. 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 in force at all times 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. 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 §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.

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 in regard to the actual or apparent conflict constitutes a breach of this Agreement.

12. INSURANCE

Local Agency 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 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, §24-10-101, *et seq.*, C.R.S. (the "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. Subcontractor Requirements

Local Agency shall ensure that each 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 Subcontractor's obligations under the GIA. Local Agency shall ensure that each 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 as follows:

a. $1,000,000 each occurrence;

b. $1,000,000 general aggregate;

c. $1,000,000 products and completed operations aggregate; and

d. $50,000 any 1 fire.

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. Protected Information

Liability insurance covering all loss of State Confidential Information, such as PII, PHI, PCI, Tax Information, and CJI, and claims based on alleged violations of privacy rights through improper use or disclosure of protected information with minimum limits as follows:

a. $1,000,000 each occurrence; and

b. $2,000,000 general aggregate.

v. Professional Liability Insurance

Professional liability insurance covering any damages caused by an error, omission or any negligent act with minimum limits as follows:

a. $1,000,000 each occurrence; and

b. $1,000,000 general aggregate.

vi. Crime Insurance

Crime insurance including employee dishonesty coverage with minimum limits as follows:

a. $1,000,000 each occurrence; and

b. $1,000,000 general aggregate.

vii. Cyber/Network Security and Privacy Liability

Liability insurance covering all civil, regulatory and statutory damages, contractual damages, data breach management exposure, and any loss of State Confidential Information, such as PII, PHI, PCI, Tax Information, and CJI, and claims based on alleged violations of breach, violation or infringement of right to privacy rights through improper use or disclosure of protect consumer data protection law, confidentiality or other legal protection for personal information, as well as State Confidential Information with minimum limits as follows:

a. $1,000,000 each occurrence; and

b. $2,000,000 general aggregate.

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) required of Local Agency 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 CDOT.

D. Primacy of Coverage

Coverage required of Local Agency and each 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 **§16** within 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 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 Effective Date. Local Agency 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 Local Agency's subcontract is not in effect as of the Effective Date, Local Agency shall provide to the State certificates showing 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 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. BREACH

A. Defined

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, shall be a breach. 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.

B. Notice and Cure Period

In the event of a breach, 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 **§14** 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 in order to protect the public interest of the State.

14. 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 **§13.B,** shall have all of the remedies listed in this **§14.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. Termination for Breach

In the event of Local Agency's uncured breach, 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.

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 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, Local Agency shall assign to the State all of 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 **§2.C**.

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 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 noninfringing Work or modify the Work so that it becomes noninfringing; 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 **§13.B** and the dispute resolution process in **§15** shall have all remedies available at law and equity.

15. 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. Resolution of Controversies

If the initial resolution described in §15.A fails to resolve the dispute within 10 Business Days, Contractor shall submit any alleged breach of this Contract by the State to the Procurement Official of CDOT as described in §24-101-301(30), C.R.S. for resolution in accordance with the provisions of §§24-106-109, 24-109-101.1, 24-109-101.5, 24-109-106, 24-109-107, 24-109-201 through 24-109-206, and 24-109-501 through 24-109-505, C.R.S., (the "Resolution Statutes"), except that if Contractor wishes to challenge any decision rendered by the Procurement Official, Contractor's challenge shall be an appeal to the executive director of the Department of Personnel and Administration, or their delegate, under the Resolution Statutes before Contractor pursues any further action as permitted by such statutes. Except as otherwise stated in this Section, all requirements of the Resolution Statutes shall apply including, without limitation, time limitations.

16. NOTICES AND REPRESENTATIVES

Each individual identified below 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 or principal representative contact information by notice submitted in accordance with this **§16** without a formal amendment to this Agreement. Unless otherwise provided in this Agreement, notices shall be effective upon delivery of the written notice.

For the State

Colorado Department of Transportation (CDOT)
Matt Pettit, Local Agency Coordinator
Colorado Dept of Transportation
5615 Wills Blvd
Pueblo, CO 81008
719-248-0378
matthew.pettit@state.co.us

For the Local Agency

CITY OF PUEBLO
Kelly Grisham, Senior Planner, Union Ave Bridge
211 East D Street
Pueblo, CO 81003
719-553-2254
kgrisham@pueblo.us

17. 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.

18. 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 GIA; 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. The following applies through June 30, 2022: no term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

19. STATEWIDE CONTRACT MANAGEMENT SYSTEM

If the maximum amount payable to Local Agency under this Agreement is $100,000 or greater, either on the Effective Date or at anytime thereafter, this **§19** shall apply. Local Agency agrees to be governed by and comply with the provisions of §24-106-103, §24-102-206, §24-106-106, §24-106-107 C.R.S. regarding the monitoring of vendor performance and the reporting of contract performance information in the State's contract management system ("Contract Management System" or "CMS"). Local Agency'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.

20. 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. Subcontracts

Local Agency shall not enter into any subcontract in connection with its obligations under this Agreement without the prior, written approval of the State. Local Agency shall submit to the State a copy of each such subcontract upon request by the State. All subcontracts entered into by Local Agency 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 **§20.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. Digital Signatures

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

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. Jurisdiction and Venue

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.

J. 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 contract amendments, shall conform to the policies promulgated by the Colorado State Controller.

K. 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.

L. Order of Precedence

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

i. The provisions of the other sections of the main body of this Agreement.
ii. **Exhibit N**, Federal Treasury Provisions.
iii. **Exhibit F**, Certification for Federal-Aid Contracts.
iv. **Exhibit G**, Disadvantaged Business Enterprise.
v. **Exhibit I**, Federal-Aid Contract Provisions for Construction Contracts.
vi. **Exhibit J**, Additional Federal Requirements.
vii. **Exhibit K**, Federal Funding Accountability and Transparency Act of 2006 (FFATA) Supplemental Federal Provisions.
viii. **Exhibit L**, Sample Sub-Recipient Monitoring and Risk Assessment Form.
ix. **Exhibit M**, Supplemental Provisions for Federal Awards Subject to The Office of Management and Budget Uniform Administrative Requirements, Cost principles, and Audit Requirements for Federal Awards (the "Uniform Guidance").
x. **Exhibit O**, Agreement with Subrecipient of Federal Recovery Funds.
xi. **Exhibit R**. Applicable Federal Awards.
xii Colorado Special Provisions in the main body of this Agreement.
xiii. **Exhibit A**, Statement of Work.
xiv. **Exhibit H**, Local Agency Procedures for Consultant Services.
xv. **Exhibit B**, Sample Option Letter.
xvi. **Exhibit C**, Funding Provisions.
xvii. **Exhibit P**, SLFRF Subrecipient Quarterly Report.
xviii. **Exhibit Q**, SLFRF Reporting Modification Form.
xix. **Exhibit D**, Local Agency Resolution.
xx. **Exhibit E**, Local Agency Contract Administration Checklist.
xxi. **Exhibit S**, Checklist of Required Exhibits Dependent on Funding Source.
xxii. Other exhibits in descending order of their attachment.

M. 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.

N. 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.

O. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described in **§20.C,** 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.

P. Waiver

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

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

S. Licenses, Permits, and Other Authorizations.

Local Agency 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 subcontract, all license, certifications, permits and other authorizations required to perform their obligations in relation to this Agreement.

T. 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.

U. Accessibility

i. Local Agency shall comply with and the Work Product provided under this Agreement shall be in compliance with all applicable provisions of §§24-85-101, et seq., C.R.S., and the Accessibility Standards for Individuals with a Disability, as established by the Governor's Office of Information Technology (OIT), pursuant to Section §24-85-103 (2.5), C.R.S. Local Agency shall also comply with all State of Colorado technology standards related to technology accessibility and with Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards.

ii. Local Agency shall indemnify, save, and hold harmless 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 Local Agency's failure to comply with §§24-85-101, et seq., C.R.S., or the Accessibility Standards for Individuals with a Disability as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S.

iii. The State may require Local Agency's compliance to the State's Accessibility Standards to be determined by a third party selected by the State to attest to Local Agency's Work Product and software is in compliance with §§24-85-101, et seq., C.R.S., and the Accessibility Standards for Individuals with a Disability as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S.

V. 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 Local Agency. Local Agency shall be solely responsible for any exemptions from the collection of excise, sales or use taxes that Local Agency may wish to have in place in connection with this Agreement.

21. COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-3)

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

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

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

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

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

C. GOVERNMENTAL IMMUNITY.

Liability for claims for injuries to persons or property arising from the negligence of the State, its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, et seq. C.R.S. No term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

D. INDEPENDENT CONTRACTOR

Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of the State. Contractor shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. **Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Contract. Contractor shall (i) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (ii) provide proof thereof when requested by the State, and (iii) be solely responsible for its acts and those of its employees and agents.**

E. COMPLIANCE WITH LAW.

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

F. CHOICE OF LAW, JURISDICTION, AND VENUE.

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

G. PROHIBITED TERMS.

Any term included in this Contract that requires the State to indemnify or hold Contractor harmless; requires the State to agree to binding arbitration; limits Contractor's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be void ab initio. Nothing in this Contract shall be construed as a waiver of any provision of §24-106-109 C.R.S. Any term included in this Contract that limits Contractor's liability that is not void under this section shall apply only

in excess of any insurance to be maintained under this Contract, and no insurance policy shall be interpreted as being subject to any limitations of liability of this Contract.

H. SOFTWARE PIRACY PROHIBITION.

State or other public funds payable under this Contract shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Contractor hereby certifies and warrants that, during the term of this Contract and any extensions, Contractor has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Contractor is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Contract, including, without limitation, immediate termination of this Contract and any remedy consistent with federal copyright laws or applicable licensing restrictions.

I. EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST. §§24-18-201 and 24-50-507, C.R.S.

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Contract. Contractor has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Contractor's services and Contractor shall not employ any person having such known interests.

J. VENDOR OFFSET AND ERRONEOUS PAYMENTS. §§24-30-202(1) and 24-30-202.4, C.R.S.

[*Not applicable to intergovernmental agreements*] Subject to §24-30-202.4(3.5), C.R.S., the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: **(i)** unpaid child support debts or child support arrearages; **(ii)** unpaid balances of tax, accrued interest, or other charges specified in §§39-21-101, *et seq.*, C.R.S.; **(iii)** unpaid loans due to the Student Loan Division of the Department of Higher Education; **(iv)** amounts required to be paid to the Unemployment Compensation Fund; and **(v)** other unpaid debts owing to the State as a result of final agency determination or judicial action. The State may also recover, at the State's discretion, payments made to Contractor in error for any reason, including, but not limited to, overpayments or improper payments, and unexpended or excess funds received by Contractor by deduction from subsequent payments under this Contract, deduction from any payment due under any other contracts, grants or agreements between the State and Contractor, or by any other appropriate method for collecting debts owed to the State.

22. FEDERAL REQUIREMENTS

Local Agency and/or their contractors, subcontractors, and consultants 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. A summary of applicable federal provisions are attached hereto as **Exhibit F**, **Exhibit I**, **Exhibit J**, **Exhibit K**, **Exhibit M, Exhibit N** and **Exhibit O** are hereby incorporated by this reference.

23. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

Local Agency will comply with all requirements of **Exhibit G** and **Exhibit E,** Local Agency Contract Administration Checklist, regarding DBE requirements for the Work, except that if Local Agency desires to use its own DBE program to implement and administer the DBE provisions of 49 C.F.R. Part 26 under this Agreement, it must submit a copy of its program's requirements to the State for review and approval before the execution of this Agreement. If Local Agency uses any State- approved DBE program for this Agreement, Local Agency shall be solely responsible to defend that DBE program and its use of that program against all legal and other challenges or complaints, at its sole cost and expense. Such responsibility includes, without limitation, determinations concerning DBE eligibility requirements and certification, adequate legal and factual bases for DBE goals and good faith efforts. State approval (if provided) of Local Agency's DBE program does not waive or modify the sole responsibility of Local Agency for use of its program.

24. DISPUTES

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 the Department of Transportation. 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 his 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.

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EXHIBIT A

SCOPE OF WORK

Union Ave Bridge
BRO M086-096
24927

The local agency will be responsible for the design and construction of repairs to the Union Avenue Bridge. These improvements include the following:

- remove and replace broken/missing balusters,
- patch cracks/missing concrete in balusters and pedestrian rails,
- repair and replace bridge sidewalk expansion joint plates,
- remove and replace or grind portions of concrete sidewalk,
- repair outside face concrete brick deck spalling,
- clean joint and replace strip seal,
- apply self-leveling concrete coating and,
- BNSF & UPRR coordination and flagger.

If ARPA funds are used all ARPA funds must be encumbered by December 31, 2024. All work funded by ARPA must be completed by December 31, 2026 and all bills must be submitted to CDOT for payment by January 31, 2027. These bills must be paid by CDOT byMarch 31, 2027.

If this project is funded with Multimodal Transportation & Mitigation Options Funding (MMOF) these funding expenditures must be invoiced by June 1st of the year they expire.

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.**

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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:_____
Stephen Harelson, 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

Pueblo & BRO M086-096 (24927)

A. Cost of Work Estimate

The Local Agency has estimated the total cost the Work to be $125,625.00, which is to be funded as follows:

1. BUDGETED FUNDS

a. Federal Funds (80% of BRO Award)	$100,500.00
b. Local Agency Matching Funds (20% of BRO Award)	$25,125.00
TOTAL BUDGETED FUNDS	**$125,625.00**

2. OMB UNIFORM GUIDANCE

a.	Federal Award Identification Number (FAIN):	TBD
b.	Name of Federal Awarding Agency:	FHWA
c.	Assistance Listing # Highway Planning and Construction	ALN 20.205
d.	Is the Award for R&D?	No
e.	Indirect Cost Rate (if applicable)	N/A
f.	Amount of Federal Funds Obligated by this action	$0
g.	Amount of Federal Funds Obligated to date (including this action)	$0

3. ESTIMATED PAYMENT TO LOCAL AGENCY

a.	Federal Funds Budgeted	$100,500.00
b.	Less Estimated Federal Share of CDOT-Incurred Costs	$0.00
	TOTAL ESTIMATED PAYMENT TO LOCAL AGENCY	**$100,500.00**

4. FOR CDOT ENCUMBRANCE PURPOSES

a.	Total Encumbrance Amount	$125,625.00
b.	Less ROW Acquisition 3111 and/or ROW Relocation 3109	$0.00
	NET TO BE ENCUMBERED BY CDOT IS AS FOLLOWS	**$125,625.00**

Note: No funds are currently available. Design and Construction funds will become available after execution of an Option letter (Exhibit B) or formal Amendment.

WBS Element 24927.10.30	Performance Period Start*/End Date TBD - TBD	Design 3020	$0.00
WBS Element 24927.20.10	Performance Period Start*/End Date TBD - TBD	Const. 3301	$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. Matching Funds

The matching ratio for the federal funds for this Work is 80% federal funds to 20% Local Agency funds, and this ratio applies only to the $125,625.00 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 $125,625.00, and additional federal funds are available for the Work, the Local Agency shall pay 20% of all such costs eligible for federal funding and 100% of all other costs. If 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 $125,625.00, then the amounts of Local Agency and federal funds will be decreased in accordance with the funding ratio described herein. **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 $100,500.00. For CDOT accounting purposes, the federal funds of $100,500.00 and the Local Agency funds of $25,125.00 will be encumbered for a total encumbrance of $125,625.00, 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 any cost is subject to revisions agreed to by the parties prior to bid and award. The maximum amount payable will be reduced without amendment when the actual amount of the Local Agency's awarded Agreement is less than the budgeted total of the federal funds and the Local Agency matching funds. The maximum amount payable will be reduced through the execution of an Option Letter as described in Section 7. E. of this contract. **This applies to the entire scope of Work.**

D. Single Audit Act Amendment

All state and local government and non-profit organizations receiving $750,000 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) see also, 49 CFR 18.20 through 18.26. The Single Audit Act Amendment requirements applicable to the Local Agency receiving federal funds are as follows:

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

ii. **`Expenditure of $750,000 or more-Highway Funds Only**
If the Local Agency expends $750,000 or more, in Federal funds, but only received federal Highway funds (Catalog of Federal Domestic Assistance, CFDA 20.205) then a program specific audit shall be performed. This audit will examine the "financial" procedures and processes for this program area.

iii. **Expenditure of $750,000 or more-Multiple Funding Sources**
If the Local Agency expends $750,000 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
Local Agency Contract Administration Checklist

COLORADO DEPARTMENT OF TRANSPORTATION

LOCAL AGENCY CONTRACT ADMINISTRATION CHECKLIST

Project No.	STIP No.	Project Code	Region
BRO M086-096	SR27001.031	24927	02

Project Location	Date
City of Pueblo	03/29/2022

Project Description: Union Avenue Bridge Repair, B Street and Corona Ave

Local Agency	Local Agency Project Manager
City of Pueblo	Kelly Grisham
CDOT Resident Engineer	**CDOT Project Manager**
Lachelle Davis	Matthew 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 Desk Reference (Local Agency Manual).* 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. Only one responsible party should be selected. When neither CDOT nor the Local Agency is responsible for a task, not applicable (NA) shall be noted. In addition, # will denote that CDOT must concur or approve.

Tasks that will be performed by Headquarters staff are indicated with an X in the CDOT column under Responsible Party. The Regions, in accordance with established policies and procedures, will determine who will perform all other 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.

LA WR	NO.	DESCRIPTION OF TASK	RESPONSIBLE PARTY	
			LA	CDOT
		TIP / STIP AND LONG-RANGE PLANS		
	2.1	Review Project to ensure it is consistent with STIP and amendments thereto		X
		FEDERAL FUNDING OBLIGATION AND AUTHORIZATION		
	4.1	Authorize funding by phases (CDOT Form 418 - Federal-aid Program Data. Requires FHWA concurrence/involvement). *Please write in "NA", if Not Applicable.*		x
		PROJECT DEVELOPMENT		
	5.1	Determine Delivery Method on Infrastructure Projects	X	
1	5.2	Prepare Design Data - CDOT Form 463	X	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 • Construction Contract Administration (including Fabrication Inspection Services)	 X X	 # #
3,3A	5.5	Conduct Design Scoping Review Meeting	X	
3,6	5.6	Conduct Public Involvement	X	
3	5.7	Conduct Field Inspection Review (FIR)	X	

LA WR	NO.	DESCRIPTION OF TASK	RESPONSIBLE PARTY LA	CDOT
4	5.8	Conduct Environmental Processes (may require FHWA concurrence/involvement)	X	#
5	5.9	Acquire Right-of-Way (may require FHWA concurrence/involvement)	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	#
3	5.15	Prepare Plans, Specifications, Construction Cost Estimates and Submittals	X	
	5.16	Ensure Authorization of Funds for Construction		x
	5.17	Electronic Signatures	X	X
	5.18	Records Management	X	#
	PROJECT DEVELOPMENT CIVIL RIGHTS AND LABOR COMPLIANCE			
3	6.1	Set Disadvantaged Business Enterprise (DBE) Goals for Consultant and Construction Contracts (CDOT Region EEO/Civil Rights Specialist).		x
	6.2	Determine Applicability of Davis-Bacon Act 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.) Lachelle Davis 719-562-5516 CDOT Resident Engineer Date		x
	6.3	Set On-the-Job Training Goals (CDOT Region EEO/Civil Rights Specialist) *"NA", if Not Applicable*		x
3	6.4	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			
6,7	7.1	Obtain Approval for Advertisement Period of Less Than Three Weeks	X	
7	7.2	Advertise for Bids	X	
7	7.3	Distribute "Advertisement Set" of Plans and Specifications	X	
7	7.4	Review Worksite and Plan Details with Prospective Bidders While Project Is Under Advertisement	X	
7	7.5	Open Bids	X	
7	7.6	Process Bids for Compliance		
		Check CDOT Form 1415 – Commitment Confirmation when the low bidder meets DBE goals. *Please write in "NA", 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. *"NA", if Not Applicable.*		x
		Submit required documentation for CDOT award concurrence	X	#
	7.7	Concurrence from CDOT to Award		X
	7.8	Approve Rejection of Low Bidder		x
7,8	7.9	Award Contract	X	#
8	7.10	Provide "Award" and "Record" Sets of Plans and Specifications	X	
	CONSTRUCTION MANAGEMENT			
8	8.1	Issue Notice to Proceed to the Contractor	X	
8	8.2	Project Safety	X	
8	8.3	Conduct Conferences:		
		Pre-construction Conference (Appendix B) • Fabrication Inspection Notifications	X	
		Pre-survey • Construction staking • Monumentation	X X	
		Partnering (Optional)	X	#
		Structural Concrete Pre-Pour (Agenda is in *CDOT Construction Manual)*	X	

LA WR	NO.	DESCRIPTION OF TASK	RESPONSIBLE PARTY LA	CDOT
		Concrete Pavement Pre-Paving (Agenda is in *CDOT Construction Manual)*	X	
		HMA Pre-Paving (Agenda is in *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." Charles Roy _____ 719-553-2271 _____ Local Agency Professional Engineer or CDOT Resident Engineer — Phone number	X	
		Provide competent, experienced staff who will ensure the Contract work is constructed in accordance with the plans and specifications	X	
		Construction inspection and documentation	X	
		Fabrication Inspection and documentation	X	
9	8.6	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	
9,9A	8.10	Prepare and Approve Interim and Final Contractor Pay Estimates. Collect and review CDOT Form 1418 (or equivalent) Provide the name and phone number of the person authorized for this task. Charles Roy _____ 719-553-2271 _____ Local Agency Representative — Phone number	X	
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. Lachelle Davis _____ 719-562-5516 _____ CDOT Resident Engineer — Phone number		x
9	8.19	Ongoing Oversight of DBE Participation	x	
	MATERIALS			
9,9C	9.1	Discuss Materials at Pre-Construction Meeting • Buy America documentation required **prior to** installation of steel	X	
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 • Update the form as work progresses • Complete and distribute form after work is completed	 X X	X
9C	9.3	Perform Project Acceptance Samples and Tests	X	
9C	9.4	Perform Laboratory Verification Tests	X	
9C	9.5	Accept Manufactured Products Inspection of structural components: • Fabrication of structural steel and pre-stressed concrete structural components • Bridge modular expansion devices (0" to 6" or greater) • Fabrication of bearing devices	X X X X	# #

LA WR	NO.	DESCRIPTION OF TASK	RESPONSIBLE PARTY LA	CDOT
9C	9.6	Approve Sources of Materials	X	
9C	9.7	Independent Assurance Testing (IAT). Local Agency Procedures ☐ CDOT Procedures ☐ • Generate IAT schedule • Schedule and provide notification • Conduct IAT	 X X X	
9C	9.8	Approve mix designs • Concrete • Hot mix asphalt	 X 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		
9	10.1	Fulfill Project Bulletin Board and Pre-Construction Packet Requirements	X	
8,9	10.2	Process CDOT Form 205 - Sublet Permit Application Review and sign completed CDOT Form 205 for each subcontractor, and submit to EEO/Civil Rights Specialist	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. • Complete CDOT Form 838 – OJT Trainee / Apprentice Record. • Complete CDOT Form 200 - OJT Training Questionnaire	 X X X	
9	10.6	Check Certified Payrolls (Contact the Region EEO/Civil Rights Specialists for training requirements.)	X	#
9	10.7	Submit FHWA Form 1391 - Highway Construction Contractor's Annual EEO Report	X	
		FINALS		
	11.1	Conduct Final Project Inspection. Complete and submit CDOT Form 1212 - Final Acceptance Report (Resident Engineer with mandatory Local Agency participation.)		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	11.8	Obtain CDOT Form 1419 from the Contractor and Submit to the CDOT Project Manager	X	
	11.9	(FHWA Form 47 discontinued)	N/A	
	11.10	Complete and Submit CDOT Form 1212 – Final Acceptance Report (by CDOT)		x
11	11.11	Process Final Payment		X
	11.12	Complete and Submit CDOT Form 950 - Project Closure		x
11	11.13	Retain Project Records	X	
11	11.14	Retain Final Version of Local Agency Contract Administration Checklist	X	X

cc: CDOT Resident Engineer/Project Manager
CDOT Region Program Engineer
CDOT Region EEO/Civil Rights Specialist
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 ENTERPRISE

SECTION 1. Policy.

It is the policy of the Colorado Department of Transportation (CDOT) that disadvantaged business enterprises 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. Consequently, the 49 CFR Part IE DBE requirements the Colorado Department of Transportation DBE Program (or a Local Agency DBE Program approved in advance by the State) apply to this agreement.

SECTION 2. DBE Obligation.

The recipient or its the Local Agency agrees to ensure that disadvantaged business enterprises as determined by the Office of Certification at the Colorado Department of Regulatory Agencies 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. In this regard, all participants or contractors shall take all necessary and reasonable steps in accordance with the CDOT DBE program (or a Local Agency DBE Program approved in advance by the State) to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of CDOT assisted contracts.

SECTION 3 DBE Program.

The Local Agency (sub-recipient) shall be responsible for obtaining the Disadvantaged Business Enterprise Program of the Colorado Department of Transportation, 1988, as amended, and shall comply with the applicable provisions of the program. (If applicable).

A copy of the DBE Program is available from and will be mailed to the Local Agency upon request: Business

Programs Office

Colorado Department of Transportation 2829 West Howard Place

Denver, Colorado 80204

Phone: (303) 757-9007

REQUIRED BY 49 CFR PART 26

EXHIBIT H

LOCAL AGENCY PROCEDURES FOR CONSULTANT SERVICES

Title 23 Code of Federal Regulations (CFR) 172 applies to a federally funded Local Agency project agreement administered by CDOT that involves professional consultant services. 23 CFR 172.1 states "The policies and procedures involve federally funded contracts for engineering and design related services for projects subject to the provisions of 23 U.S.C. 112(a) and are issued to ensure that a qualified consultant is obtained through an equitable selection process, that prescribed work is properly accomplished in a timely manner, and at fair and reasonable cost" and according to 23 CFR 172.5 "Price shall not be used as a factor in the analysis 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 operations guidebook titled "Obtaining Professional Consultant Services". This directive and guidebook 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 guidebook may be obtained upon request from CDOT's Agreements and Consultant Management 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 guidebook 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. Profit is in the range of six 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 EIGHT (8) STEPS.

EXHIBIT I

FEDERAL-AID CONTRACT PROVISIONS FOR CONSTRUCTION CONTRACTS

I. General
II. Nondiscrimination
III. Nonsegregated 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. Compliance with Government wide Suspension and Debarment Requirements
XI. Certification Regarding Use of Contract Funds for Lobbying

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 (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).

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.

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). 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 bid proposal or request for proposal 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).

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.

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. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 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 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, 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 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29USC 794), and Title VI of the Civil Rights Act of 1964, as amended, 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 230, 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 (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 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 35 and 29 CFR 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.

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, 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 who 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.

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, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure 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:** 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.

a. 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).

b. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

c. 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. 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, 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, 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 there under. 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, 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 and 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. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor 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 contracting agency deems appropriate.

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 $10,000 or more.

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, 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). The requirements apply to all projects located within the right-of- way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt.
Contracting agencies may elect to apply these requirements to other projects.

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:

a. All laborers and mechanics employed or working upon the site of the work, 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 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.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. 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 shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). 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 classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH–1321) shall 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. (1) The contracting officer shall 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 shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore 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 utilized 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) 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 shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. 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.

(3) 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 shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour 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.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall 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.

c. 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 shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. 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, 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.

2. Withholding:

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally- assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, 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.

3. Payrolls and basic records:

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, 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 section 1(b)(2)(B) of the Davis- Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) 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 section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall 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. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements.

It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5(a)(3) (ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed 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 Regulations, 29 CFR part 3;

(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 of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, 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 may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed 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 Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall 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 the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall 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, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices.

Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity.

The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. 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. 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 journeymen 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.

6. **Subcontracts.** The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 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.

9. **Disputes concerning labor standards.** 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 he or she) 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 section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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 watchmen 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.

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. 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 watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of $10 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.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or 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, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

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” 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:

(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.

2. 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. 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

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

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 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.

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 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).

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 (40U.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 635) in one or more places where it is readily available to all persons concerned with the project:

"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 1, 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

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

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.

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.

18 U.S.C. 1020 reads as follows:

The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee 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 grantee or subgrantee 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.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

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) 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;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph(a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee 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 grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactionsexceedingthe$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verifythe eligibility of its principals, as well as the eligibility of any lowertier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

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 20).

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.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESSROAD CONTRACTS

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 Agencys and their contractors or the Local Agencys).

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 Agencys and the Local Agencys 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).

Clear Air Act

Standards, orders, or requirements issued under section 306 of the Clear Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368). Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15) (contracts, subcontracts, and sub-Agreements of amounts in excess of $100,000).

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).

OMB Circulars

Office of Management and Budget Circulars A-87, A-21 or A-122, and A-102 or A-110, whichever is applicable.

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 504 and 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.

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SAMPLE

The United States Department of Transportation (USDOT) Standard Title VI/Non-Discrimination

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 fairopportunity

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 investigationsconducted 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 nationalorigin.

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 limitedto:

    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 inpart.

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 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).

EXHIBIT K

FFATA SUPPLEMENTAL FEDERAL PROVISIONS

State of Colorado
Supplemental Provisions for
Federally Funded Contracts, Grants, and Purchase Orders
Subject to
The Federal Funding Accountability and Transparency Act of 2006 (FFATA), As Amended
Revised as of 3-20-13

The contract, grant, or purchase order to which these Supplemental 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 Supplemental Provisions, the Special Provisions, the contract or any attachments or exhibits incorporated into and made a part of the contract, the provisions of these Supplemental Provisions shall control.

1. **Definitions.** For the purposes of these Supplemental Provisions, the following terms shall have the meanings ascribed to them below.

1.1. **"Award"** means an award of Federal financial assistance that a non-Federal Entity receives or administers in the form of:

1.1.1. Grants;
1.1.2. Contracts;
1.1.3. Cooperative agreements, which do not include cooperative research and development agreements (CRDA) pursuant to the Federal Technology Transfer Act of 1986, as amended (15 U.S.C. 3710);
1.1.4. Loans;
1.1.5. Loan Guarantees;
1.1.6. Subsidies;
1.1.7. Insurance;
1.1.8. Food commodities;
1.1.9. Direct appropriations;
1.1.10. Assessed and voluntary contributions; and
1.1.11. Other financial assistance transactions that authorize the expenditure of Federal funds by non-Federal Entities.

Award ***does not*** include:

1.1.12. Technical assistance, which provides services in lieu of money;
1.1.13. A transfer of title to Federally-owned property provided in lieu of money; even if the award is called a grant;
1.1.14. Any award classified for security purposes; or
1.1.15. Any award funded in whole or in part with Recovery funds, as defined in section 1512 of the American Recovery and Reinvestment Act (ARRA) of 2009 (Public Law 111-5).

1.2. **"Contract"** means the contract to which these Supplemental Provisions are attached and includes all Award types in **§1.1.1** through **1.1.11** above.

1.3. **"Contractor"** means the party or parties to a Contract funded, in whole or in part, with Federal financial assistance, other than the Prime Recipient, and includes grantees, subgrantees, Subrecipients, and borrowers. For purposes of Transparency Act reporting, Contractor does not include Vendors.

1.4. **"Data Universal Numbering System (DUNS) Number"** means the nine-digit number established and assigned by Dun and Bradstreet, Inc. to uniquely identify a business entity. Dun and Bradstreet's website may be found at: http://fedgov.dnb.com/webform.

1.5. **"Entity"** means all of the following as defined at 2 CFR part 25, subpart C;

1.5.1. A governmental organization, which is a State, local government, or Indian Tribe;
1.5.2. A foreign public entity;
1.5.3. A domestic or foreign non-profit organization;

1.5.4. A domestic or foreign for-profit organization; and

1.5.5. A Federal agency, but only a Subrecipient under an Award or Subaward to a non-Federal entity.

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

1.7. **"Federal Award Identification Number (FAIN)"** means an Award number assigned by a Federal agency to a Prime Recipient.

1.8. **"FFATA"** means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109- 282), as amended by §6202 of Public Law 110-252. FFATA, as amended, also is referred to as the "Transparency Act."

1.9. **"Prime Recipient"** means a Colorado State agency or institution of higher education that receives an Award.

1.10. **"Subaward"** means a legal instrument pursuant to which a Prime Recipient of Award funds awards all or a portion of such funds to a Subrecipient, in exchange for the Subrecipient's support in the performance of all or any portion of the substantive project or program for which the Award was granted.

1.11. **"Subrecipient"** means a non-Federal Entity (or a Federal agency under an Award or Subaward to a non-Federal Entity) receiving Federal funds through a Prime Recipient to support the performance of the Federal project or program for which the Federal funds were awarded. A Subrecipient is subject to the terms and conditions of the Federal Award to the Prime Recipient, including program compliance requirements. The term "Subrecipient" includes and may be referred to as Subgrantee.

1.12. **"Subrecipient Parent DUNS Number"** means the subrecipient parent organization's 9-digit Data Universal Numbering System (DUNS) number that appears in the subrecipient's System for Award Management (SAM) profile, if applicable.

1.13. **"Supplemental Provisions"** means these Supplemental Provisions for Federally Funded Contracts, Grants, and Purchase Orders subject to the Federal Funding Accountability and Transparency Act of 2006, As Amended, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Colorado agency or institution of higher education.

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.

1.15. **"Total Compensation"** means the cash and noncash dollar value earned by an Executive during the Prime Recipient's or Subrecipient's preceding fiscal year and includes the following:

1.15.1. Salary and bonus;

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

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

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

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

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

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. The Transparency Act also is referred to as FFATA.

1.17 "Vendor" means a dealer, distributor, merchant or other seller providing property or services required for a project or program funded by an Award. A Vendor is not a Prime Recipient or a Subrecipient and is not subject to the terms and conditions of the Federal award. Program compliance requirements do not pass through to a Vendor.

2. **Compliance.** Contractor shall comply with all applicable provisions of the Transparency Act and the regulations issued pursuant thereto, including but not limited to these Supplemental Provisions. Any revisions to such provisions or regulations shall automatically become a part of these Supplemental Provisions, without the necessity of either party executing any further instrument. The State of Colorado may provide written notification to Contractor of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.

3. **System for Award Management (SAM) and Data Universal Numbering System (DUNS) Requirements.**

   3.1. SAM. Contractor shall maintain the currency of its information in SAM until the Contractor submits the final financial report required under the Award or receives final payment, whichever is later. Contractor shall review and update SAM information at least annually after the initial registration, and more frequently if required by changes in its information.

   3.2. DUNS. Contractor shall provide its DUNS number to its Prime Recipient, and shall update Contractor's information in Dun & Bradstreet, Inc. at least annually after the initial registration, and more frequently if required by changes in Contractor's information.

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

   4.1. The total Federal funding authorized to date under the Award is $25,000 or more; and

   4.2. In the preceding fiscal year, Contractor received:

      4.2.1. 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

      4.2.2. $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

   4.3. 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.

5. **Reporting.** Contractor shall report data elements to SAM and to the Prime Recipient as required in §7 below if Contractor is a Subrecipient for the Award pursuant to the Transparency Act. No direct payment shall be made to Contractor for providing any reports required under these Supplemental Provisions and the cost of producing such reports shall be included in the Contract price. The reporting requirements in §7 below are based on guidance from the US Office of Management and Budget (OMB), and as such are subject to change at any time by OMB. Any such changes shall be automatically incorporated into this Contract and shall become part of Contractor's obligations under this Contract, as provided in **§2** above. The Colorado Office of the State Controller will provide summaries of revised OMB reporting requirements at http://www.colorado.gov/dpa/dfp/sco/FFATA.htm.

6. **Effective Date and Dollar Threshold for Reporting.** The effective date of these Supplemental Provisions apply to new Awards as of October 1, 2010. Reporting requirements in §7 below apply to new Awards as of October 1, 2010, if the initial award is $25,000 or more. If the initial Award is below $25,000 but subsequent Award modifications result in a total Award of $25,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds $25,000. If the initial Award is $25,000 or more, but funding is subsequently de-obligated such that the total award amount falls below $25,000, the Award shall continue to be subject to the reporting requirements.

7. **Subrecipient Reporting Requirements.** If Contractor is a Subrecipient, Contractor shall report as set forth below.

7.1 To SAM. A Subrecipient shall register in SAM and report the following data elements in SAM ***for each*** Federal Award Identification Number no later than the end of the month following the month in which the Subaward was made:

7.1.1 Subrecipient DUNS Number;

7.1.2 Subrecipient DUNS Number + 4 if more than one electronic funds transfer (EFT) account;

7.1.3 Subrecipient Parent DUNS Number;

7.1.4 Subrecipient's address, including: Street Address, City, State, Country, Zip + 4, and Congressional District;

7.1.5 Subrecipient's top 5 most highly compensated Executives if the criteria in §4 above are met; and

7.1.6 Subrecipient's Total Compensation of top 5 most highly compensated Executives if criteria in §4 above met.

7.2 To Prime Recipient. A Subrecipient shall report to its Prime Recipient, upon the effective date of the Contract, the following dataelements:

7.2.1 Subrecipient's DUNS Number as registered in **SAM**.

7.2.2 Primary Place of Performance Information, including: Street Address, City, State, Country, Zip code + 4, and Congressional District.

8. Exemptions.

8.1. These Supplemental 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.

8.2 A Contractor 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.

8.3 Effective October 1, 2010, "Award" currently means a grant, cooperative agreement, or other arrangement as defined in Section 1.1 of these Special Provisions. On future dates "Award" may include other items to be specified by OMB in policy memoranda available at the OMB Web site; Award also will include other types of Awards subject to the Transparency Act.

8.4 There are no Transparency Act reporting requirements for Vendors.

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

EXHIBIT L

SAMPLE SUBRECIPIENT MONITORING AND RISK ASSESSMENT

CDOT SUBRECIPIENT RISK ASSESSMENT	Date:	
Name of Entity (Subrecipient):		
Name of Project / Program:		
Estimated Award Period:		
Entity Executive Director or VP:		
Entity Chief Financial Officer:		
Entity Representative for this Self Assessment:		

	Instructions: (See "Instructions" tab for more information) *1. Check only one box for each question. 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.*	Yes	No	N/A
EXPERIENCE ASSESSMENT		**Yes**	**No**	**N/A**
1	Is your entity new to operating or managing federal funds (has not done so within the past three years)?	☐	☐	
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.*	☐	☐	
3	Does your staff assigned to the program have at least three full years of experience with this federal program?	☐	☐	
MONITORING/AUDIT ASSESSMENT		**Yes**	**No**	**N/A**
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?	☐	☐	☐
5	a) Were there non-compliance issues in this prior review?	☐	☐	☐
	b) What were the number and extent of issues in prior review?	☐ *1 to 2*	☐ *>3*	☐
OPERATION ASSESSMENT		**Yes**	**No**	**N/A**
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? *If No, in the comment section please explain how you intend to document 100% of hours worked by employees and breakdown of time spent on each funding project.*	☐	☐	
FINANCIAL ASSESSMENT		**Yes**	**No**	**N/A**
7	a) Does your entity have an indirect cost rate that is approved and current?	☐	☐	
	b) If Yes, who approved the rate, and what date was it approved?			
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.*	☐	☐	☐
10	Has your entity had difficulty meeting local match requirements in the last three years?	☐	☐	☐
11	What is the total federal funding your entity has been awarded for the last federal fiscal year, and what is your entity's fiscal year end?			

	INTERNAL CONTROLS ASSESSMENT	Yes	No	N/A
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.) If Yes, in the comment section, please identify the accounting system(s), and / or list personnel positions and identify any that are vacant.*	☐	☐	☐
13	Does your entity have financial procedures and controls in place to accommodate a federal-aid project?	☐	☐	
14	Does your accounting system identify the receipts and expenditures of program funds separately for each award?	☐	☐	
15	Will your accounting system provide for the recording of expenditures for each award by the budget cost categories shown in the approved budget?	☐	☐	
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? *If Yes, in the comment section, please explain your current process for reviewing costs.*	☐	☐	☐
17	How many total FTE perform accounting functions within your organization?	☐ ≥6	☐ 2 to 5	☐ < 2
	IMPACT ASSESSMENT	**Yes**	**No**	**N/A**
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? *If Yes, please disclose these conflicts in writing, along with supporting information, and submit with this form. (*Any practices, activities or relationships that reasonably appear to be in conflict with the full performance of the Subrecipient's obligations to the State.)*	☐	☐	
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? *Response options:* ***YES** = Check if have one or more violation(s) and have either disclosed previously to CDOT or as part of this form. In the comment section, list all violations with names of supporting documentation and submit with this form.* ***NO** = Check if have one or more violation(s) and have not disclosed previously or will not disclose as part of this form. Explain in the comment section.* ***N/A** = Check if have no violations.*	☐	☐	☐
	PROGRAM MANAGEMENT ASSESSMENT	**Yes**	**No**	**N/A**
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 projects? *If Yes, please submit with this form.*	☐	☐	☐
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*? *If Yes, please submit with this form. (*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.)*	☐	☐	☐
22	a) Is your staff familiar with the relevant CDOT manuals and federal program requirements?	☐	☐	☐
	b) Does your entity have a written policy or a certification statement approved by your governing board assuring federal-aid projects will receive adequate inspections? *If Yes, please submit with this form.*	☐	☐	☐
	c) 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? *If Yes, please submit with this form.*	☐	☐	☐

	d) 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. *If Yes, please submit with this form.*	☐	☐	☐
	e) Does your entity have a written policy or certification statement approved by your governing board assuring that only US manufactured steel will be incorporated into the project *(Buy America requirements)? If Yes, please submit with this form.*	☐	☐	☐

Comments *- As needed, include the question number and provide comments related to the above questions. Insert additional rows as needed.*

☐ ***By checking this box, the Executive Director, VP or Chief Financial Officer of this entity certifies that all information provided on this form is true and correct.***

Tool Version: v2.0 (081816)

EXHIBIT M

OMB UNIFORM GUIDANCE FOR FEDERAL AWARDS

Subject to
The Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and AuditRequirements for Federal Awards ("Uniform Guidance"),
Federal Register, Vol. 78, No. 248, 78590

The agreement to which these Uniform Guidance Supplemental 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 Supplemental Provisions, the Special Provisions, the agreement or any attachments or exhibits incorporated into and made a part of the agreement, the provisions of these Uniform Guidance Supplemental Provisions shall control. In the event of a conflict between the provisions of these Supplemental Provisions and the FFATA Supplemental Provisions, the FFATA Supplemental Provisions shall control.

1. Definitions. For the purposes of these Supplemental Provisions, the following terms shall have the meaningsascribed to them below.

1.1. "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 conditionsof the Federal Award specifically indicate otherwise. 2 CFR §200.38

1.2. "Federal Award" means an award of Federal financial assistance or a cost-reimbursement contract underthe Federal Acquisition Requirements by a Federal Awarding Agency to a 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.

1.3."Federal Awarding Agency" means a Federal agency providing a Federal Award to a Recipient. 2CFR §200.37

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

1.5. "Grant" or "Grant Agreement" means an agreement setting forth the terms and conditions of an Award. The term does not include an agreement that provides only direct Federal cash assistance to an individual,a subsidy, a loan, a loan guarantee, insurance, or acquires property or services for the direct benefit of use of the Federal Awarding Agency or Recipient. 2 CFR§200.51.

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

1.7. "Recipient" means a Colorado State department, agency or institution of higher education that receives a Federal Award from a Federal Awarding Agency to carry out an activity under a Federal program. The term does not include Subrecipients. 2 CFR §200.86

1.8. "State" means the State of Colorado, acting by and through its departments, agencies and institutions ofhigher education.

1.9. "Subrecipient" means a non-Federal entity receiving an Award from a Recipient to carry out part of aFederal program. The term does not include an individual who is a beneficiary of such program.

1.10. "Uniform Guidance" means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 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.

1.11. "Uniform Guidance Supplemental Provisions" means these Supplemental Provisions for Federal Awards subject to the OMB Uniform Guidance, as may be revised pursuant to ongoing guidance from relevant Federal agencies or the Colorado State Controller.

2. Compliance. Subrecipient shall comply with all applicable provisions of the Uniform Guidance, including but notlimited to these Uniform Guidance Supplemental Provisions. Any revisions to such provisions automatically shall become a part of these Supplemental Provisions, without the necessity of either partyexecuting any further instrument. The State of Colorado may provide written notification to Subrecipient of suchrevisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.

3. Procurement Standards.

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

§§200.318 through 200.326 thereof.

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

4. Access to Records. Subrecipient shall permit Recipient and auditors to have access to Subrecipient's records and financial statements as necessary for Recipient to meet the requirements of §200.331 (Requirements for pass through entities), §§200.300 (Statutory and national policy requirements) through 200.309 (Period of performance), and Subpart F-Audit Requirements of the Uniform Guidance. 2 CFR §200.331(a)(5).

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

5.1 Election. Subrecipient shall have a single audit conducted in accordance with Uniform Guidance §200.514(Scope of audit), except when it elects to have a program-specific audit conducted in accordance with §200.507 (Program-specific audits). 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 electedfor research and development unless all of the Federal Awards expended were received from Recipient and Recipient approves in advance a program-specific audit.

5.2 Exemption. If Subrecipient expends less than $750,000 in Federal Awards during its fiscal year, 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.

5.3 Subrecipient Compliance Responsibility. Subrecipient shall procure or otherwise arrange for the audit required by Part 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 Uniform Guidance §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 UniformGuidance Part F-Audit Requirements.

6. Contract Provisions for Subrecipient Contracts. Subrecipient shall comply with and shall include all of thefollowing applicable provisions in all subcontracts entered into by it pursuant to this Grant Agreement.

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

"During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments

under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice inconspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965,and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuantthereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled,

terminated or suspendedin whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided bylaw.

(7) The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuantto section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontractor purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided, however,* that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction,the contractor may request the United States to enter into such litigation to protect the interests of the United States."

6.2 Davis-Bacon Act. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractorsmust 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 other wise entitled.

The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

6.3 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 Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," Subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

6.4 Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251- 1387), as amended. 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 Actas 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).

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

6.6 Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, oran employee of a member of Congress in connection with obtaining any Federal contract, grant or any otheraward 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.

7. Certifications. 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. 2CFR §200.208.Submission may be required more frequently if Subrecipient fails to meet a requirement of the Federal award. Subrecipient shall certify in writing to the State at the end of the Award that the project or activity was completed or the level of effort was expended. 2 CFR §200.201(3). If the required level ofactivity or effort was not carried out, the amount of the Award must be adjusted.

7.1 Event of Default. Failure to comply with these Uniform Guidance Supplemental Provisions shall constitute anevent of default under the Grant Agreement (2 CFR §200.339) and the State 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.

8. Effective Date. The effective date of the Uniform Guidance is December 26, 2013. 2 CFR §200.110. The procurement standards set forth in Uniform Guidance §§200.317-200.326 are applicable to new Awards made by Recipient as of December 26, 2015. The standards set forth in Uniform Guidance Subpart F-Audit Requirements are applicable to audits of fiscal years beginning on or after December 26, 2014.

9. Performance Measurement. The Uniform Guidance requires completion of OMB-approved standard information collection forms (the PPR). The form focuses on outcomes, as related to the Federal Award Performance Goals that awarding Federal agencies are required to detail in the Awards.

Section 200.301 provides guidance to Federal agencies to measure performance in a way that will help theFederal awarding agency and other non-Federal entities to improve program outcomes.

The Federal awarding agency is required to provide recipients with clear performance goals, indicators, and milestones (200.210). Also, must require the recipient to relate financial data to performance accomplishments of the Federal award.

Exhibit N

Federal Treasury Provisions

1. APPLICABILITY OF PROVISIONS.

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

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

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

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

2. DEFINITIONS.

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

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

2.1.2. "Data Universal Numbering System (DUNS) Number" means the nine-digit number established and assigned by Dun and Bradstreet, Inc. to uniquely identify a business entity. Dun and Bradstreet's website may be found at: http://fedgov.dnb.com/webform.

2.1.3. "Entity" means:

2.1.3.1. a Non-Federal Entity;

2.1.3.2. a foreign public entity;

2.1.3.3. a foreign organization;

2.1.3.4. a non-profit organization;

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

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

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

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

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

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

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

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

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

2.1.9. "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.

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

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

2.1.10.2. Is not organized primarily for profit; and

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

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

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

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

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

2.1.15. "Subrecipient" or "Subgrantee" means a non-Federal Entity (or a Federal agency under an Award or Subaward to a non-Federal Entity) receiving Federal funds through a Prime Recipient to support the performance of the Federal project or program for which the Federal funds were awarded. A Subrecipient is subject to the terms and conditions of the Federal Award to the Prime Recipient, including program compliance requirements. The term does not include an individual who is a beneficiary of a federal program.

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

2.1.16.1. Salary and bonus;

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

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

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

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

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

2.1.17. "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.

2.1.18. "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. Grantee 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 Grantee of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.

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

4. SYSTEM FOR AWARD MANAGEMENT (SAM) AND DATA UNIVERSAL NUMBERING SYSTEM (DUNS) REQUIREMENTS.

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

4.2. DUNS. Grantee shall provide its DUNS number to its Prime Recipient, and shall update Grantee's information in Dun & Bradstreet, Inc. at least annually after the initial registration, and more frequently if required by changes in Grantee's information.

5. TOTAL COMPENSATION.

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

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

5.1.2. In the preceding fiscal year, Grantee received:

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

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

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

6. REPORTING.

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

7. EFFECTIVE DATE AND DOLLAR THRESHOLD FOR FEDERAL REPORTING.

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

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

8. SUBRECIPIENT REPORTING REQUIREMENTS.

8.1. Grantee shall report as set forth below.

8.1.1. Grantee shall use the SLFRF Subrecipient Quarterly Report Workbook as referenced in Exhibit F to report to the State Agency within ten (10) days following each quarter ended September, December, March and June. Additional information on specific requirements are detailed in the SLFRF Subrecipient Quarterly Report Workbooks and "Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds" report available at www.treasury.gov.

EC 1 – Public Health

All Public Health Projects

a) Description of structure and objectives
b) Description of relation to COVID-19
c) Identification of impacted and/or disproportionately impacted communities
d) Capital Expenditures
    i. Presence of capital expenditure in project
    ii. Total projected capital expenditure
    iii. Type of capital expenditure
    iv. Written justification

v. Labor reporting

COVID-19 Interventions and Mental Health (1.4, 1.11, 1.12, 1.13)

a) Amount of total project used for evidence-based programs
b) Evaluation plan description

COVID-19 Small Business Economic Assistance (1.8)

a) Number of small businesses served

COVID-19 Assistance to Non-Profits (1.9)

a) Number of non-profits served

COVID-19 Aid to Travel, Tourism, and Hospitality or Other Impacted Industries (1.10)

a) Sector of employer
b) Purpose of funds

EC 2 – Negative Economic Impacts

All Negative Economic Impacts Projects

a) Description of project structure and objectives
b) Description of project's response to COVID-19
c) Identification of impacted and/or disproportionately impacted communities
d) Amount of total project used for evidence-based programs and description of evaluation plan *(not required for 2.5, 2.8, 2.21-2.24, 2.27-2.29, 2.31, 2.34-2.36)*
e) Number of workers enrolled in sectoral job training programs
f) Number of workers completing sectoral job training programs
g) Number of people participating in summer youth employment programs
h) Capital Expenditures
    i. Presence of capital expenditure in project
    ii. Total projected capital expenditure
    iii. Type of capital expenditure
    iv. Written justification
    v. Labor reporting

Household Assistance (2.1-2.8)

a) Number of households served
b) Number of people or households receiving eviction prevention services (2.2 & 2.5 only) *(Federal guidance may change this requirement in July 2022)*
c) Number of affordable housing units preserved or developed (2.2 & 2.5 only) *(Federal guidance may change this requirement in July 2022)*

Healthy Childhood Environments (2.11-2.13)

a) Number of children served by childcare and early learning *(Federal guidance may change this requirement in July 2022)*
b) Number of families served by home visiting *(Federal guidance may change this requirement in July 2022)*

Education Assistance (2.14, 2.24-2.27)

a) National Center for Education Statistics ("NCES") School ID or NCES District ID
b) Number of students participating in evidence-based programs *(Federal guidance may change this requirement in July 2022)*

Housing Support (2.15, 2.16, 2.18)

a) Number of people or households receiving eviction prevention services *(Federal guidance may change this requirement in July 2022)*
b) Number of affordable housing units preserved or developed *(Federal guidance may change this requirement in July 2022)*

Small Business Economic Assistance (2.29-2.33)

a) Number of small businesses served

Assistance to Non-Profits (2.34)

a) Number of non-profits served

Aid to Travel, Tourism, and Hospitality or Other Impacted Industries (2.35-2.36)

a) Sector of employer
b) Purpose of funds
c) If other than travel, tourism and hospitality (2.36) – description of hardship

EC 3 – Public Health – Negative Economic Impact: Public Sector Capacity

Payroll for Public Health and Safety Employees (EC 3.1)

a) Number of government FTEs responding to COVID-19

Rehiring Public Sector Staff (EC 3.2)

a) Number of FTEs rehired by governments

EC 4 – Premium Pay

All Premium Pay Projects

a) List of sectors designated as critical by the chief executive of the jurisdiction, if beyond those listed in the final rule
b) Numbers of workers served
c) Employer sector for all subawards to third-party employers
d) Written narrative justification of how premium pay is responsive to essential work during the public health emergency for non-exempt workers or those making over 150 percent of the state/county's average annual wage
e) Number of workers to be served with premium pay in K-12 schools

EC 5 – Infrastructure Projects

All Infrastructure Projects

a) Projected/actual construction start date (month/year)
b) Projected/actual initiation of operations date (month/year)
c) Location (for broadband, geospatial data of locations to be served)
d) Projects over $10 million
    i. Prevailing wage certification or detailed project employment and local impact report

ii. Project labor agreement certification or project workforce continuity plan
iii. Prioritization of local hires
iv. Community benefit agreement description, if applicable

Water and sewer projects (EC 5.1-5.18)

a) National Pollutant Discharge Elimination System (NPDES) Permit Number (if applicable; for projects aligned with the Clean Water State Revolving Fund)
b) Public Water System (PWS) ID number (if applicable; for projects aligned with the Drinking Water State Revolving Fund)
c) Median Household Income of service area
d) Lowest Quintile Income of the service area

Broadband projects (EC 5.19-5.21)

a) Confirm that the project is designed to, upon completion, reliably meet or exceed symmetrical 100 Mbps download and upload speeds.
    i. If the project is not designed to reliably meet or exceed symmetrical 100 Mbps download and upload speeds, explain why not, and
    ii. Confirm that the project is designed to, upon completion, meet or exceed 100 Mbps download speed and between at least 20 Mbps and 100 Mbps upload speed, and be scalable to a minimum of 100 Mbps download speed and 100 Mbps upload speed.
b) Additional programmatic data will be required for broadband projects and will be defined in a subsequent version of the US Treasury Reporting Guidance, including, but not limited to *(Federal guidance may change this requirement in July 2022)*:
    i. Number of households (broken out by households on Tribal lands and those not on Tribal lands) that have gained increased access to broadband meeting the minimum speed standards in areas that previously lacked access to service of at least 25 Mbps download and 3 Mbps upload, with the number of households with access to minimum speed standard of reliable 100 Mbps symmetrical upload and download and number of households with access to minimum speed standard of reliable 100 Mbps download and 20 Mbps upload
    ii. Number of institutions and businesses (broken out by institutions on Tribal lands and those not on Tribal lands) that have projected increased access to broadband meeting the minimum speed standards in areas that previously lacked access to service of at least 25 Mbps download and 3 Mbps upload, in each of the following categories: business, small business, elementary school, secondary school, higher education institution, library, healthcare facility, and public safety organization, with the number of each type of institution with access to the minimum

speed standard of reliable 100 Mbps symmetrical upload and download; and number of each type of institution with access to the minimum speed standard of reliable 100 Mbps download and 20 Mbps upload.

iii. Narrative identifying speeds/pricing tiers to be offered, including the speed/pricing of its affordability offering, technology to be deployed, miles of fiber, cost per mile, cost per passing, number of households (broken out by households on Tribal lands and those not on Tribal lands) projected to have increased access to broadband meeting the minimum speed standards in areas that previously lacked access to service of at least 25 Mbps download and 3 Mbps upload, number of households with access to minimum speed standard of reliable 100 Mbps symmetrical upload and download, number of households with access to minimum speed standard of reliable 100 Mbps download and 20 Mbps upload, and number of institutions and businesses (broken out by institutions on Tribal lands and those not on Tribal lands) projected to have increased access to broadband meeting the minimum speed standards in areas that previously lacked access to service of at least 25 Mbps download and 3 Mbps upload, in each of the following categories: business, small business, elementary school, secondary school, higher education institution, library, healthcare facility, and public safety organization. Specify the number of each type of institution with access to the minimum speed standard of reliable 100 Mbps symmetrical upload and download; and the number of each type of institution with access to the minimum speed standard of reliable 100 Mbps download and 20 Mbps upload.

All Expenditure Categories

a) Program income earned and expended to cover eligible project costs

8.1.2. A Subrecipient shall report the following data elements to Prime Recipient no later than five days after the end of the month following the month in which the Subaward was made.

8.1.2.1. Subrecipient DUNS Number;

8.1.2.2. Subrecipient DUNS Number if more than one electronic funds transfer (EFT) account;

8.1.2.3. Subrecipient parent's organization DUNS Number;

8.1.2.4. Subrecipient's address, including: Street Address, City, State, Country, Zip + 4, and Congressional District;

8.1.2.5. Subrecipient's top 5 most highly compensated Executives if the criteria in §4 above are met; and

8.1.2.6. Subrecipient's Total Compensation of top 5 most highly compensated Executives if the criteria in §4 above met.

8.1.3. To Prime Recipient. A Subrecipient shall report to its Prime Recipient, the following data elements:

8.1.3.1. Subrecipient's DUNS Number as registered in SAM.

8.1.3.2. Primary Place of Performance Information, including: Street Address, City, State, Country, Zip code + 4, and Congressional District.

8.1.3.3. Narrative identifying methodology for serving disadvantaged communities. See the "Project Demographic Distribution" section in the "Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds" report available at www.treasury.gov. This requirement is applicable to all projects in Expenditure Categories 1 and 2.

8.1.3.4. Narrative identifying funds allocated towards evidenced-based interventions and the evidence base. See the "Use of Evidence" section in the "Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds" report available at www.treasury.gov. See section 8.1.1 for relevant Expenditure Categories.

8.1.3.5. Narrative describing the structure and objectives of the assistance program and in what manner the aid responds to the public health and negative economic impacts of COVID-19. This requirement is applicable to Expenditure Categories 1 and 2. For aid to travel, tourism, and hospitality or other impacted industries (EC 2.11-2.12), also provide the sector of employer, purpose of funds, and if not travel, tourism and hospitality a description of the pandemic impact on the industry.

8.1.3.6. Narrative identifying the sector served and designated as critical to the health and well-being of residents by the chief executive of the jurisdiction and the number of workers expected to be served. For groups of workers (e.g., an operating unit, a classification of worker, etc.) or, to the extent applicable, individual workers, other than those where the eligible worker receiving premium pay is earning (with the premium pay included) below 150 percent of their residing state or county's average annual wage for all occupations, as defined by the Bureau of Labor Statistics Occupational Employment and Wage Statistics, whichever is higher, OR the eligible worker receiving premium pay is not exempt from the Fair Labor Standards Act overtime provisions, include justification of how the premium pay or grant is responsive to workers performing essential work during the public health emergency. This could include a description of the essential workers' duties, health or financial risks faced due to COVID-19 but should not include personally identifiable information. This requirement applies to EC 4.1, and 4.2.

8.1.3.7. For infrastructure projects (EC 5), or capital expenditures in any expenditure category, narrative identifying the projected construction start date (month/year), projected initiation of operations date (month/year), and

location (for broadband, geospatial location data). For projects over $10 million:

8.1.3.8. Certification that all laborers and mechanics employed by Contractors and Subcontractors in the performance of such project are paid wages at rates not less than those prevailing, as determined by the U.S. Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code (commonly known as the "Davis-Bacon Act"), for the corresponding classes of laborers and mechanics employed on projects of a character similar to the Agreement work in the civil subdivision of the State (or the District of Columbia) in which the work is to be performed, or by the appropriate State entity pursuant to a corollary State prevailing-wage-in-construction law (commonly known as "baby Davis-Bacon Acts"). If such certification is not provided, a recipient must provide a project employment and local impact report detailing (1) the number of employees of Contractors and sub-contractors working on the project; (2) the number of employees on the project hired directly and hired through a third party; (3) the wages and benefits of workers on the project by classification; and (4) whether those wages are at rates less than those prevailing. Recipients must maintain sufficient records to substantiate this information upon request.

8.1.3.8.1. A Subrecipient may provide a certification that a project includes a project labor agreement, meaning a pre-hire collective bargaining agreement consistent with section 8(f) of the National Labor Relations Act (29 U.S.C. 158(f)). If the recipient does not provide such certification, the recipient must provide a project workforce continuity plan, detailing: (1) how the Subrecipient will ensure the project has ready access to a sufficient supply of appropriately skilled and unskilled labor to ensure high-quality construction throughout the life of the project; (2) how the Subrecipient will minimize risks of labor disputes and disruptions that would jeopardize timeliness and cost-effectiveness of the project; and (3) how the Subrecipient will provide a safe and healthy workplace that avoids delays and costs associated with workplace illnesses, injuries, and fatalities; (4) whether workers on the project will receive wages and benefits that will secure an appropriately skilled workforce in the context of the local or regional labor market; and (5) whether the project has completed a project labor agreement.

8.1.3.8.2. Whether the project prioritizes local hires.

8.1.3.8.3. Whether the project has a Community Benefit Agreement, with a description of any such agreement.

8.1.4. Subrecipient also agrees to comply with any reporting requirements established by the US Treasury, Governor's Office and Office of the State Controller. The State of Colorado may need additional reporting requirements after this agreement is executed. If there are additional reporting requirements, the State will provide notice of such additional reporting requirements via Exhibit G – SLFRF Reporting Modification Form.

9. PROCUREMENT STANDARDS.

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

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

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

10. ACCESS TO RECORDS.

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

11. SINGLE AUDIT REQUIREMENTS.

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

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

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

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

12. GRANT PROVISIONS FOR SUBRECIPIENT AGREEMENTS.

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

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

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

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

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

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

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

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

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

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

13. CERTIFICATIONS.

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

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

14. EXEMPTIONS.

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

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

15. EVENT OF DEFAULT AND TERMINATION.

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

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

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

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

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

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

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

EXHIBIT O

AGREEMENT WITH SUBSUBRECIPIENT OF FEDERAL RECOVERY FUNDS

Section 602(b) of the Social Security Act (the Act), as added by section 9901 of the American Rescue Plan Act (ARPA), Pub. L. No. 117-2 (March 11, 2021), authorizes the Department of the Treasury (Treasury) to make payments to certain Subrecipients from the Coronavirus State Fiscal Recovery Fund. The State of Colorado has signed and certified a separate agreement with Treasury as a condition of receiving such payments from the Treasury. This agreement is between your organization and the State and your organization is signing and certifying the same terms and conditions included in the State's separate agreement with Treasury. Your organization is referred to as a Subrecipient.

As a condition of your organization receiving federal recovery funds from the State, the authorized representative below hereby (i) certifies that your organization will carry out the activities listed in section 602(c) of the Act and (ii) agrees to the terms attached hereto. Your organization also agrees to use the federal recovery funds as specified in bills passed by the General Assembly and signed by the Governor.

Under penalty of perjury, the undersigned official certifies that the authorized representative has read and understood the organization's obligations in the Assurances of Compliance and Civil Rights Requirements, that any information submitted in conjunction with this assurances document is accurate and complete, and that the organization is in compliance with the nondiscrimination requirements.

Subrecipient Name _____

Authorized Representative: _____

Title: _____

Signature: _____

AGREEMENT WITH SUBRECIPIENT OF FEDERAL RECOVERY FUNDS
TERMS AND CONDITIONS

1. Use of Funds.

   a. Subrecipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 602(c) of the Social Security Act (the Act) and Treasury's regulations implementing that section and guidance.

   b. Subrecipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.

2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Subrecipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024.

3. Reporting. Subrecipient agrees to comply with any reporting obligations established by Treasury as they relate to this award. Subrecipient also agrees to comply with any reporting requirements established by the Governor's Office and Office of the State Controller.

4. Maintenance of and Access to Records
   a. Subrecipient shall maintain records and financial documents sufficient to evidence compliance with section 602(c), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.

   b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Subrecipient in order to conduct audits or other investigations.

   c. Records shall be maintained by Subrecipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.

5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.

6. Administrative Costs. Subrecipient may use funds provided under this award to cover both direct and indirect costs. Subrecipient shall follow guidance on administrative costs issued by the Governor's Office and Office of the State Controller.

7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Subrecipient.

8. Conflicts of Interest. The State of Colorado understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy

is applicable to each activity funded under this award. Subrecipient and Contractors must disclose in writing to the Office of the State Controller or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112. The Office of the State Controller shall disclose such conflict to Treasury.

9. Compliance with Applicable Law and Regulations.
   a. Subrecipient agrees to comply with the requirements of section 602 of the Act, regulations adopted by Treasury pursuant to section 602(f) of the Act, and guidance issued by Treasury regarding the foregoing. Subrecipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Subrecipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.

   b. Federal regulations applicable to this award include, without limitation, the following:

      i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.

      ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.

      iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.

      iv. OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (Agreements and Subcontractors described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.

      i. Subrecipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.

      ii. Government wide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.

      iii. New Restrictions on Lobbying, 31 C.F.R. Part 21.

      iv. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.

v. Generally applicable federal environmental laws and regulations.

c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:

i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;

iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;

iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and

v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

10. Remedial Actions. In the event of Subrecipient's noncompliance with section 602 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 602(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 602(e) of the Act and any additional payments may be subject to withholding as provided in sections 602(b)(6)(A)(ii)(III) of the Act, as applicable.

11. Hatch Act. Subrecipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C.§§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

12. False Statements. Subrecipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or Agreements, and/or any other remedy available by law.

13. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number SLFRF0126 awarded to the State of Colorado by the U.S. Department of the Treasury."

14. Debts Owed the Federal Government.
    a. Any funds paid to the Subrecipient (1) in excess of the amount to which the Subrecipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to sections 602(e) and 603(b)(2)(D) of the Act and have not been repaid by the Subrecipient shall constitute a debt to the federal government.

    b. Any debts determined to be owed to the federal government must be paid promptly by Subrecipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Subrecipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

15. Disclaimer.
    a. The United States expressly disclaims any and all responsibility or liability to Subrecipient or third persons for the actions of Subrecipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any Agreement, or Subcontractor under this award.

    b. The acceptance of this award by Subrecipient does not in any way establish an agency relationship between the United States and Subrecipient.

16. Protections for Whistleblowers.
    a. In accordance with 41 U.S.C. § 4712, Subrecipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal Agreement or grant, a gross waste of federal funds, an abuse of authority relating to a federal Agreement or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal Agreement (including the competition for or negotiation of an Agreement) or grant.

    b. The list of persons and entities referenced in the paragraph above includes the following:
        i. A member of Congress or a representative of a committee of Congress;
        ii. An Inspector General;

iii. The Government Accountability Office;
iv. A Treasury employee responsible for Agreement or grant oversight or management;
v. An authorized official of the Department of Justice or other law enforcement agency;
vi. A court or grand jury; or
vii. A management official or other employee of Subrecipient, Contractor, or Subcontractor who has the responsibility to investigate, discover, or address misconduct.

c. Subrecipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Subrecipient should encourage its Contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

1. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225(Oct. 6, 2009), Subrecipient should encourage its employees, Subrecipients, and Contractorsto adopt and enforce policies that ban text messaging while driving, and Subrecipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

ASSURANCES OF COMPLIANCE WITH TITLE VI
OF THE CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of theTreasury, the Subrecipient provides the assurances stated herein. The federal financial assistance may include federal grants, loans and Agreements to provide assistance to the Subrecipient's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, aloan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass Agreements of guarantee or insurance,regulated programs, licenses, procurement Agreements by the Federal government at market value,or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Subrecipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the Subrecipient's program(s) and activity(ies), so long as any portion of the Subrecipient's program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. Subrecipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
2. Subrecipient acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Subrecipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Subrecipient shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Subrecipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Subrecipient's programs, services, and activities.
3. Subrecipient agrees to consider the need for language services for LEP persons when Subrecipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit http://www.lep.gov.

4. Subrecipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Subrecipient and Subrecipient's successors, transferees, and assignees for the period in which such assistance is provided.

5. Subrecipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every Agreement or agreement subject to Title VI and its regulations between the Subrecipient and the Subrecipient's sub-grantees, Contractors, Subcontractors, successors, transferees, and assignees:

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

6. Subrecipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Subrecipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure 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. If any personal property is provided, this assurance obligates the Subrecipient for the period during which it retains ownership or possession of the property.

7. Subrecipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Subrecipient shall comply with information requests, on-site compliance reviews and reporting requirements.

8. Subrecipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Subrecipient also must inform the Department of the Treasury if Subrecipient has received no complaints under Title VI.

9. Subrecipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the Subrecipient and the administrative agency that made the finding. If the Subrecipient settles a case or matter alleging such discrimination, the Subrecipient must provide documentation of the settlement. If Subrecipient has not been the subject of any court or administrative agency finding of

discrimination, please so state.

10. If the Subrecipient makes sub-awards to other agencies or other entities, the Subrecipient is responsible for ensuring that sub-Subrecipients also comply with Title VI and other applicable authorities covered in this document State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that that they are effectively monitoring the civil rights compliance of sub- Subrecipients.

The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

EXHIBIT P

SLFRF SUBRECIPIENT QUARTERLY REPORT

1. SLFRF SUBRECIPIENT QUARTERLY REPORT WORKBOOK

1.1 The SLFRF Subrecipient Quarterly Report Workbook must be submitted to the State Agency within ten (10) days following each quarter ended September, December, March and June. The SLFRF Subrecipient Quarterly Report Workbook can be found at:
https://osc.colorado.gov/american-rescue-plan-act (see SLFRF Grant Agreement Templates tab)

EXHIBIT Q

SAMPLE SLFRF REPORTING MODIFICATION FORM

Local Agency:				Agreement No:	
Project Title:				Project No:	
Project Duration:	To:			From:	
State Agency:	CDOT				

This form serves as notification that there has been a change to the reporting requirements set forth in the original SLFRF Grant Agreement.

The following reporting requirements have been (add/ remove additional rows as necessary):

Updated Reporting Requirement **(Add/Delete/Modify)**	**Project Number**	**Reporting Requirement**

By signing this form, the Local Agency agrees to and acknowledges the changes to the reporting requirements set forth in the original SLFRF Grant Agreement. All other terms and conditions of the original SLFRF Grant Agreement, with any approved modifications, remain in full force and effect. Grantee shall submit this form to the State Agency within 10 business days of the date sent by that Agency.

_____ _____

Local Agency Date

_____ _____

CDOT Program Manager Date

EXHIBIT R

APPLICABLE FEDERAL AWARDS

FEDERAL AWARD(S) APPLICABLE TO THIS GRANT AWARD

Federal Awarding Office	US Department of the Treasury
Grant Program	Coronavirus State and Local Fiscal Recovery Funds
Assistance Listing Number	21.027
Federal Award Number	SLFRP0126
Federal Award Date *	May 18, 2021
Federal Award End Date	December 31, 2024
Federal Statutory Authority	Title VI of the Social Security Act, Section 602
Total Amount of Federal Award (this is not the amount of this grant agreement)	$3,828,761,790

* Funds may not be available through the Federal Award End Date subject to the provisions in §2 and §5 below.

EXHIBIT S

CHECKLIST OF REQUIRED EXHIBITS DEPENDENT OF FUNDING SOURCE

Checklist for required exhibits due to funding sources. Required Exhibits are dependent on the source of funding. This is a guide to assist in the incorporation and completion of Exhibits in relation to funding sources.

Exhibit	Funding only from FHWA	Funding only from ARPA	FHWA and ARPA Funding
EXHIBIT A, SCOPE OF WORK	✓	✓	✓
EXHIBIT B, SAMPLE OPTION LETTER	✓	✓	✓
EXHIBIT C, FUNDING PROVISIONS	✓	✓	✓
EXHIBIT D, LOCAL AGENCY RESOLUTION	✓		✓
EXHIBIT E, LOCAL AGENCY AGREEMENT ADMINISTRATION CHECKLIST	✓	✓	✓
EXHIBIT F, CERTIFICATION FOR FEDERAL-AID AGREEMENTS	✓		✓
EXHIBIT G, DISADVANTAGED BUSINESS ENTERPRISE	✓		✓
EXHIBIT H, LOCAL AGENCY PROCEDURES FOR CONSULTANT SERVICES	✓		✓
EXHIBIT I, FEDERAL-AID AGREEMENT PROVISIONS FOR CONSTRUCTION AGREEMENTS	✓		✓
EXHIBIT J, ADDITIONAL FEDERAL REQUIREMENTS	✓		✓
EXHIBIT K, FFATA SUPPLEMENTAL FEDERAL PROVISIONS	✓	✓	✓
EXHIBIT L, SAMPLE SUBRECIPIENT MONITORING AND RISK ASSESSMENT FORM	✓	✓	✓
EXHIBIT M, OMB UNIFORM GUIDANCE FOR FEDERAL AWARDS	✓		✓
EXHIBIT N, FEDERAL TREASURY PROVISIONS		✓	✓

EXHIBIT O, AGREEMENT WITH SUBRECIPIENT OF FEDERAL RECOVERY FUNDS		✓	✓
EXHIBIT P, SLFRF SUBRECIPIENT QUARTERLY REPORT		✓	✓
EXHIBIT Q, SLFRF REPORTING MODIFICATION FORM		✓	✓
EXHIBIT R, APPLICABLE FEDERAL AWARDS		✓	✓
EXHIBIT S, CHECKLIST OF REQUIRED EXHIBITS DEPENDENT ON FUNDING SOURCE	✓	✓	✓

GRANT CERTIFICATION

To: Heather Graham, President of the City Council
Nicholas Gradisar, Mayor

Re: CDOT Off-System Bridge Grant

I hereby certify that I have reviewed and am familiar with the attached documents, and to the best of my knowledge and belief, the City has the present ability to comply with all special conditions, certifications and assurances therein contained.

Name (print) Kelly Grisham

4/26/22
Date

Title: Senior Planner

BACKGROUND PAPER FOR PROPOSED ORDINANCE

COUNCIL MEETING DATE: May 9, 2022

TO: President Heather Graham and Members of City Council

CC: Nicholas A. Gradisar, Mayor

VIA: Marisa Stoller, City Clerk

FROM: Scott Hobson, Acting Director of Planning and Community Development

SUBJECT: AN ORDINANCE VACATING A PORTION OF THE ALLEY BETWEEN MAHREN AVENUE AND EGAN AVENUE

SUMMARY:

The applicants are requesting to vacate approximately twenty-five (25') of the alley between Mahren Avenue and Egan Avenue below East Mesa Avenue to decrease illegal dumping and vandalism.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

The applicants are requesting to vacate a portion of a dead-end alley which is. is approximately twenty-five (25) feet in length, and fifteen (15) feet wide, covering an estimated at 375 square feet. Vacating this portion of the alley will leave a "T" intersection but will decrease the length of that dead end portion of the alley. The purpose of this partial alley vacation is to deter illegal dumping and vandalism, which the applicants have been facing. There are three applicants for this vacation. Two applicants are property owners with lot frontage along the portion of the alley requesting to be vacated. The two applicants with frontage along the portion of the alley requesting to be vacated will divide the alley in half and absorb the additional square footage into their respective lots. The third applicant owns Lot 6, Block 1 of the Agram Subdivision, and the vacated portion of the alley will end at their property line. The 375 square feet of alleyway requesting to be vacated, does not house any underground utility mains and the applicants agree to allow utility service lines within the vacated portion of the alley to provide service, if necessary.

FINANCIAL IMPLICATIONS:

There are no financial implications for the City.

BOARD/COMMISSION RECOMMENDATION:

The Planning and Zoning Commission, at their March 9, 2022, Regular Meeting, voted 7- 0 to recommend approval.

STAKEHOLDER PROCESS:

The Planning Department sent out Notice of the Planning and Zoning Commission Public Hearing to all property owners located within 300 feet of the subject property.

A Public Notice poster was placed on the subject property 15 days prior to the Public Hearing.

ALTERNATIVES:

If City Council does not approve this Ordinance, the alley will remain in its current configuration.

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

RECOMMENDATION:

Approval of the Ordinance.

Attachments:
Proposed Ordinance
Minutes of the Planning and Zoning Commission March 9, 2022 Public Hearing
Memorandum from the Department of Public Works Dated April 26, 2022
Planning and Zoning Commission Staff Report with Attachments and Exhibits

ORDINANCE NO. 10180

AN ORDINANCE VACATING A PORTION OF THE ALLEY BETWEEN MAHREN AVENUE AND EGAN AVENUE

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

SECTION 1.

The following described alley:

A PORTION OF A 15 FT ALLEY ADJACENT TO LOT 7, AGRAM SUBDIVISION, COUNTY OF PUEBLO, STATE OF COLORADO

is hereby vacated.

SECTION 2.

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

SECTION 3.

This Ordinance shall be approved but shall not become effective until the final vacation plat is recorded in the office of the Pueblo County Clerk and Recorder. If the vacation plat is not recorded within one (1) year after of this Ordinance, or within any extended period granted by Ordinance of the City Council, this Ordinance shall automatically be rescinded and repealed thirty (30) days after written notice of such rescission and repeal is given to the applicant. No vested rights shall accrue to the subdivision or be acquired until this Ordinance becomes effective.

SECTION 4.

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

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on May 9, 2022.

Final adoption of Ordinance by City Council on May 23, 2022.

President of City Council

Action by the Mayor:

☒ Approved on May 26, 2022 .

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

_____
Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

_____
President of City Council

ATTEST

_____
Deputy City Clerk

ALLEY VACATION WITHIN AGRAM SUBDIVISION

Wien, Laibach & Agram Subdivision
Section 6, Township 21 South, Range 64 West, 6th P.M.

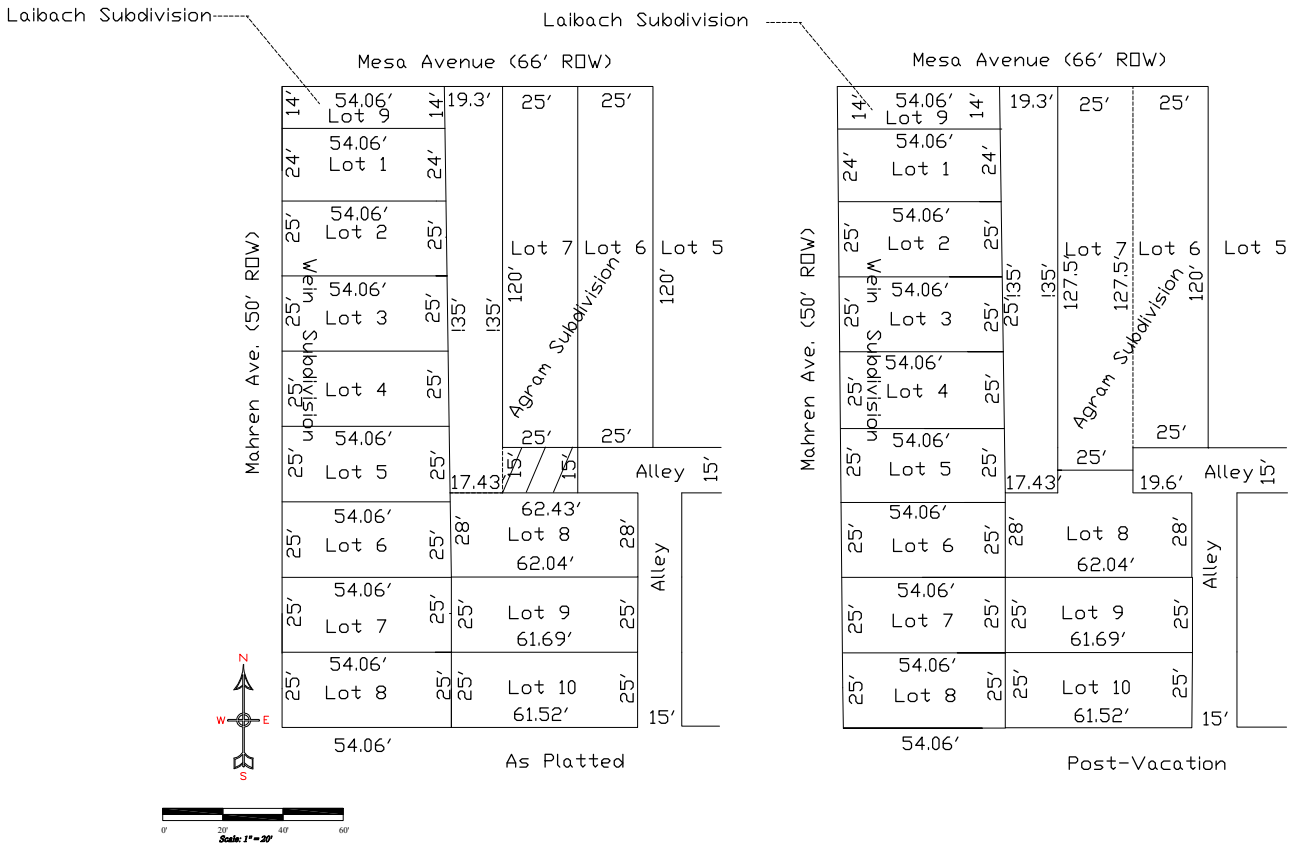
LEGAL DESCRIPTION

A portion of a 15 ft. Alley adjacent to Lot 7 Block 1, Agram, County of Pueblo, State of Colorado.

Purpose: To alleviate the use of the alley for illegal dumping.

Prepared by: Amella Surveying

Gary C. Amella Professional Land Surveyor — Date



Revised 3/24/22

Amella SURVEYING
501 N. Main # 105 LLW
Pueblo, Colorado
(719) 543-1974

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Sarah Martinez
City Council Representative

city of PUEBLO colorado
Planning & Zoning Commission

Christopher Pasternak

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

MINUTES OF REGULAR MEETING
City of Pueblo, Colorado
Wednesday, March 9, 2022 – 3:30 p.m.
City Council Chambers, 1 City Hall Place

Join Zoom Meeting online:
https://pueblo.zoom.us/j/92717867722?pwd=WUdnaHVGbnlCdHRrUHNFZnpPWG1Ydz09

Join Zoom Meeting by phone:
+1 669 900 6833 US (San Jose)
+1 346 248 7799 US (Houston)
Online and phone Meeting ID and Password:
Meeting ID: 927 1786 7722
Passcode: 195462

MEETING CALLED TO ORDER

The meeting was called to order at 3:38 p.m. with Commissioner Castellucci presiding.
The meeting was held at City Council Chambers, 1 City Hall Place, commissioners, applicants, and the public participated in person and via Zoom.

Commissioners Present: Mike Castellucci, Patrick Avalos, Cheryl Spinuzzi, Alexandra Aznar, Christopher Pasternak, Sarah Martinez, and Lisa Bailey.

Commissioners Absent: none

Staff Members Present: Dan Kogovsek, City Attorney; Scott Hobson, Acting Director for Department of Planning and Community Development; Beritt Odom, Principal Planner; Wade Broadhead, Senior Planner; Danielle Baxter, Planner; John Sakariason, Stormwater Coordinator; and Joe Martellaro, Associate Engineer II.

APPROVAL OF AGENDA

A Motion was made by Bailey to approve the agenda with changes to move V-21-03 & S-21-10 to April 13, 2022, hearing and move Z-21-16, V-21-04, and S-21-12 to March 23, 2022, hearing. Seconded by Aznar.

Motion passed 7-0.

1. **<u>V-21-02:</u> Alley Vacation:** Vacate approximately twenty-five feet (25') of the alley between Mahren Ave and Egan Ave below East Mesa Ave in the Agram, Laibach, and Wien Subdivisions, (1212 Mahren Avenue)

   Staff report by Danielle Baxter.

   <u>Staff review and findings:</u>
   Platted as part of the Agram Subdivision in 1901, the alley in question allows rear access to homes fronting East Mesa Ave, Mahren Ave, and Egan Ave, down to Roitz Ave. A portion of said alley creates a "T" intersection before turning south toward Roitz Ave. The applicants are requesting to vacate a portion of the alley, which is a dead end. The portion of the alley in question is approximately twenty-five (25) feet in length, and fifteen (15) feet wide, estimated at 375 square feet. Vacating this portion of the alley will leave a "T" intersection but will decrease the length of that dead end portion of the alley.

   The purpose of this partial alley vacation is to deter illegal dumping and vandalism, which the applicants have been facing. There are three applications for this vacation. Two applicants are property owners with lot frontage along the portion of the alley requesting to be vacated. The two applicants with frontage along the portion of the alley requesting to be vacated plan to divide the alley in half and absorb the additional square footage into their respective lots. The third applicant owns Lot 6, Block 1 of the Agram Subdivision, and the vacated portion of the alley will end at their property line. The 375 square feet of alleyway requesting to be vacated, does not house any underground utility mains and the applicants agree to allow utility service lines within the vacated portion of the alley to provide service, if necessary.

   The portion of the alley the applicants are requesting be vacated is a dead end that juts past the south turn in the alley. The alley dead ends on the east side of Lot 7 & strip, Block 1 of the Agram Subdivision. The south side of the alley requesting to be vacated abuts Lot 8, Block 1 of the Agram Subdivision.

   <u>Applicable Regulations:</u>
   Sec. 12-5-1 through 6 of the Pueblo Municipal Code (PMC) concerning vacations of streets, alleys, etc.

   <u>REFERRAL AGENCIES AND COMMENTS:</u>
   - City Public Works-Per redlined plans from Joe Martellaro, Associate Engineer II, dated 3/4/2022, the following revisions need to be made on the vacation plat before it can be heard at City Council.
     - The description of the vacation plat is not accurate.
     - The applicants must remove the temporary fence they have installed across the alley.

   <u>Recommended Action:</u>
   Staff recommends that the Vacation be APPROVED with the following condition.
   1. The applicant must address all redlined comments on the Alley Vacation within the Agram Subdivision Plat, as noted by Joe Martellaro, Associate Engineer II, City of Pueblo Public

Works Department (March 4, 2022). All revisions must be complete and approved by Public Works prior to City Council Review.

2. The applicants must remove the temporary fence they have installed across the alley.

HEARING: Mr. Castellucci asked for clarification as to why the fence needed to be removed. Mr. Martellaro added that the fence as it was temporarily constructed did not follow the vacation lines as proposed. Mark Acosta (1212 Mahren Ave, Pueblo) was sworn in to testify on behalf of the application. Mr. Acosta stated the fence has been removed and thanks the departments involved to help the homeowners keep a close eye on this portion of the alley.

No one spoke in support or opposition of application.

MOTION: Motion to recommend approval of V-21-02 with staff conditions to City Council was made by Pasternak, second by Bailey.

MOTION PASSED 7-0

city of PUEBLO colorado

DEPARTMENT OF PUBLIC WORKS

MEMORANDUM

TO: Beritt Odom, Principal Planner

CC: Michelle Cruz, Administrative Technician
Subdivision File

FROM: Joe Martellaro, Associate Engineer II

SUBJECT: V-21-02 Mahren Alley Vacation
S-21-09 Pueblo Springs Apartments

DATE: April 26, 2022

Please place the above referenced submittals on the City Council Agenda.

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Sarah Martinez
City Council Representative

city of PUEBLO colorado
Planning & Zoning Commission

Christopher Pasternak

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

V-21-02

TO:	City of Pueblo, Planning and Zoning Commission
FROM:	Danielle Baxter, Planner
THROUGH:	Scott Hobson, Acting Planning and Community Development Director
DATE:	March 9, 2022
SUBJECT:	Vacate a portion of the alley between Mahren Ave and Egan Ave
APPLICANT:	Mark Acosta, Ronald Nunez, and Mario Parra-Oritz
OWNER:	City of Pueblo
LOCATION:	Generally located to the east of Mahren Ave, west of Egan Ave, and south of East Mesa Ave
CONCURRENT REQUESTS:	None

Request:
Vacate approximately twenty-five feet (25') of the alley between Mahren Ave and Egan Ave below East Mesa Ave to decrease illegal dumping and vandalism.

Staff review and findings:
Platted as part of the Agram Subdivision in 1901, the alley in question allows rear access to homes fronting East Mesa Ave, Mahren Ave, and Egan Ave, down to Roitz Ave. A portion of said alley creates a "T" intersection before turning south toward Roitz Ave. The applicants are requesting to vacate a portion of the alley, which is a dead end. The portion of the alley in question is approximately twenty-five (25) feet in length, and fifteen (15) feet wide, estimated at 375 square feet. Vacating this portion of the alley will leave a "T" intersection but will decrease the length of that dead end portion of the alley.

The purpose of this partial alley vacation is to deter illegal dumping and vandalism, which the applicants have been facing. There are three applications for this vacation. Two applicants are property owners with lot frontage along the portion of the alley requesting to be vacated. The two applicants with frontage along the portion of the alley requesting to be vacated will divide the alley in half and absorb the additional square footage into their respective lots. The third applicant owns Lot 6, Block 1 of the Agram Subdivision, and the vacated portion of the alley will end at their property line. The 375 square feet of alleyway requesting to be vacated, does not house any underground utility mains and the applicants agree to allow utility service lines within the vacated portion of the alley to provide service, if necessary.

The portion of the alley the applicants are requesting be vacated is a dead end that juts past the south turn in the alley. The alley dead ends on the east side of Lot 7 & strip, Block 1 of the Agram Subdivision. The south side of the alley requesting to be vacated abuts Lot 8, Block 1 of the Agram Subdivision.

Applicable Regulations:
Sec. 12-5-1 through 6 of the Pueblo Municipal Code (PMC) concerning vacations of streets, alleys, etc.

REFERRAL AGENCIES AND COMMENTS:

- City Public Works-No comment[BO1]
- City Transportation-No comment
- City Law Department-No comment
- Pueblo Regional Building Department-No comment
- City Fire Department-No comment
- City Wastewater-No comment
- City Stormwater-No comment
- City Parks and Recreation Department-No comment
- Xcel Energy-No comment
- Black Hills Energy-No comment
- CDOT-No comment

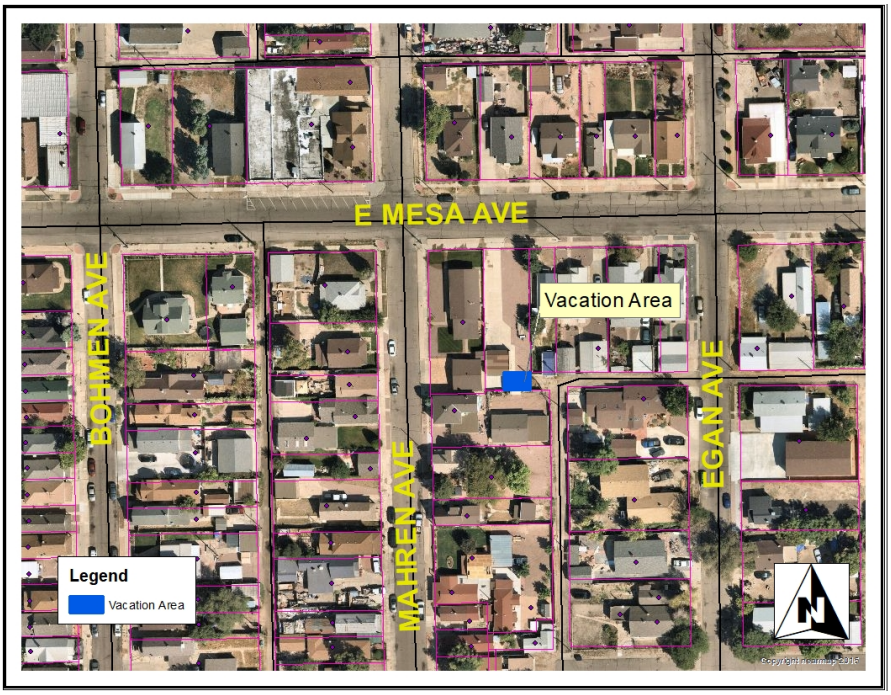
Recommended Action:
Staff recommends that the Vacation be APPROVED with the following condition.

1. The applicant must address all redlined comments on the Alley Vacation within the Agram Subdivision Plat, as noted by Joe Martellaro, Associate Engineer II, City of Pueblo Public Works Department (provide date). All revisions must be complete and approved by Public Works prior to City Council Review.

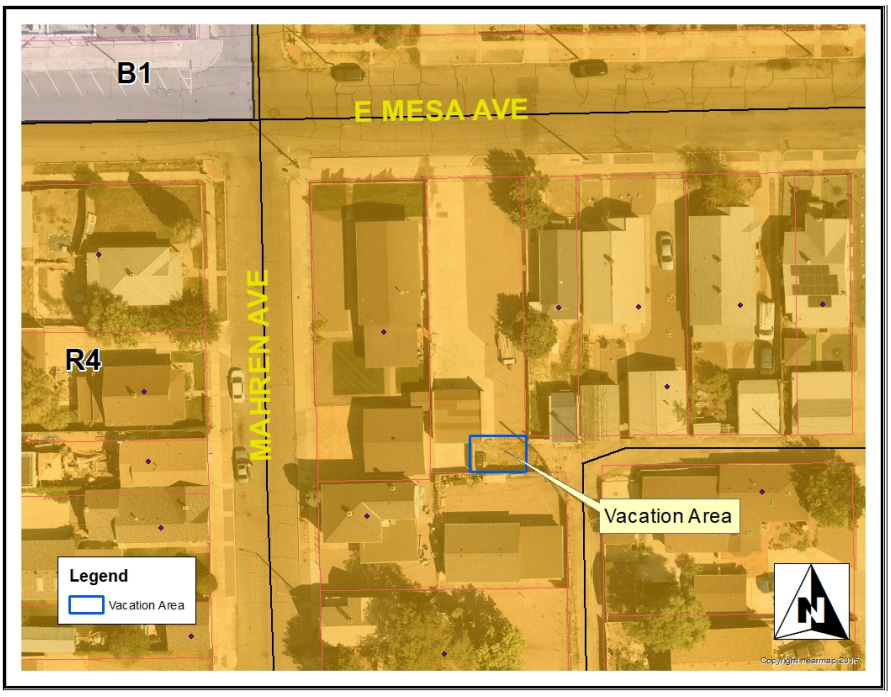
ATTACHMENTS:

A. Aerial Map
B. Zoning Map
C. Site Photographs
D. Vacation Plat
E. Vacation Application
F. Citizen Feedback

ATTACHMENTS:

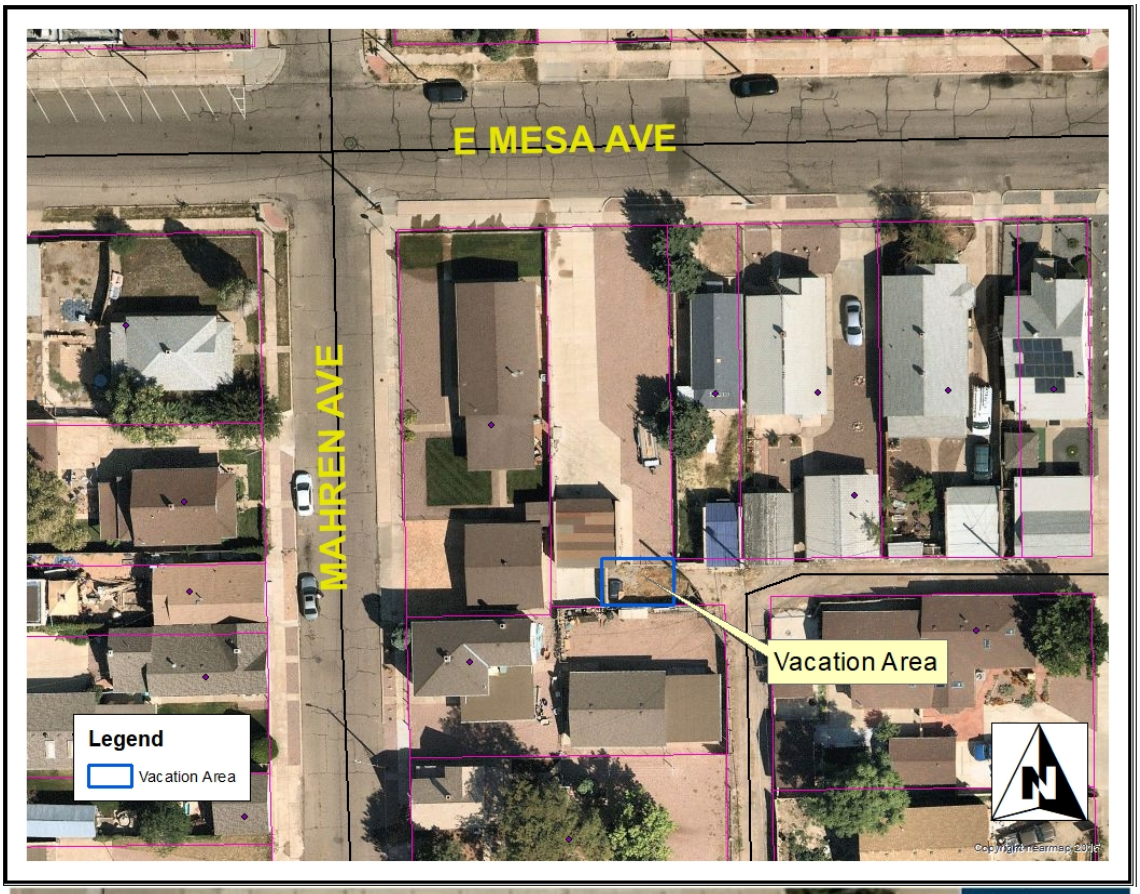


A. Aerial Photograph



B. Zoning Map

Attachment C. Site Photos






MAHREN AVE
Mahren Avenue
Search
Search by Addres
Enter address or

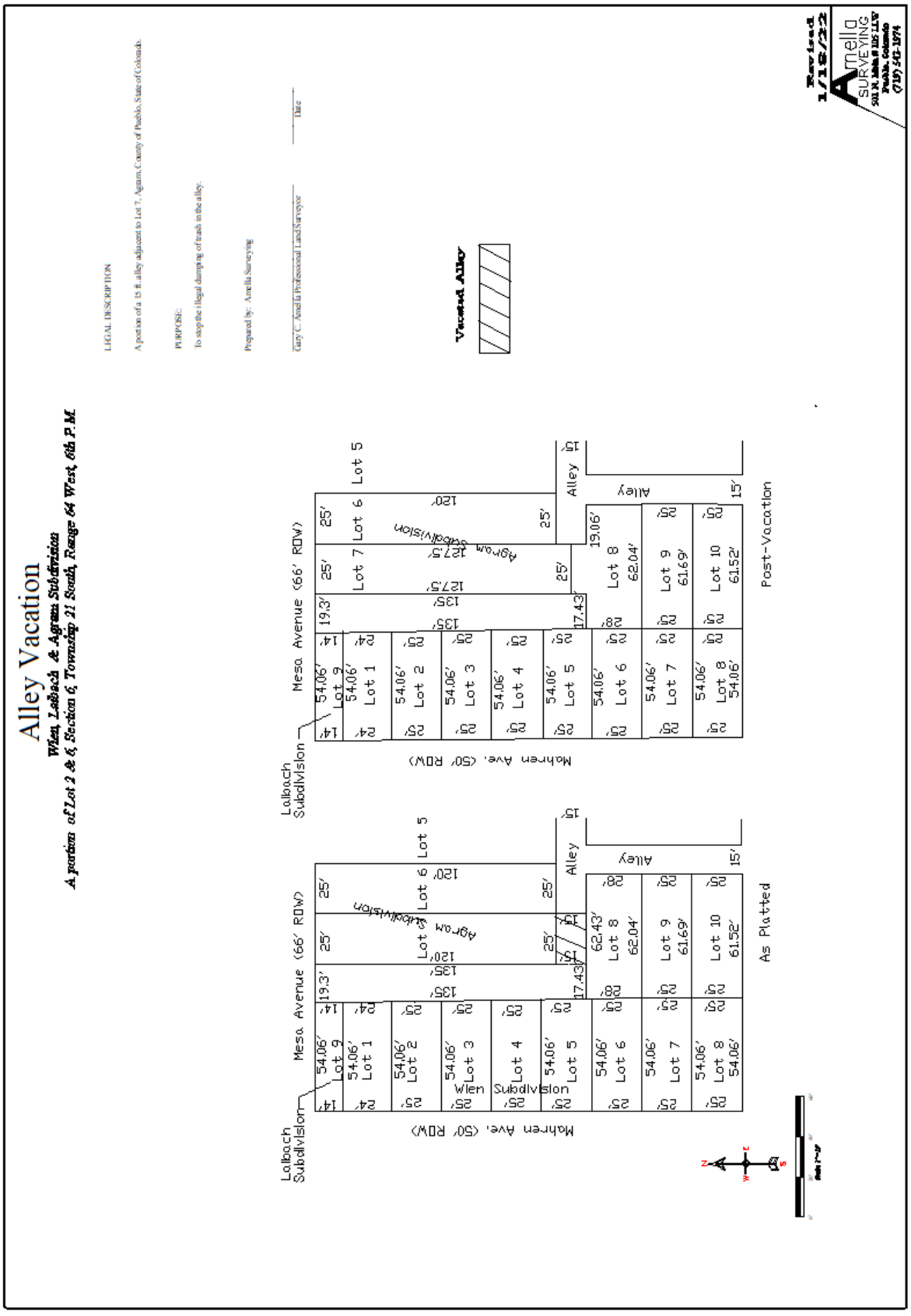




Public Notice



Attachment D: Vacation Plat – Revisions Required



Attachment E: Vacation Applications

city of PUEBLO colorado — Planning & Community Development

211 East D Street | Pueblo, Colorado 81003 | Tel 719-553-2259 | Fax 719-553-2359 | TTY 719-553-2611 | www.pueblo.us

Planning & Zoning Application

Please type or print clearly. Illegible applications will not be accepted. Case #: _____

Contact Info

Property Owner		**Applicant**	
Name: MARK ACOSTA		Name:	
Company		Company:	
Address: 1212 MAHREN AVE	Zip: 81006	Address:	Zip:
Phone: 719 924 3050		Phone: ( )	
Email: mark.acosta@juno.com		Email:	
Engineer		**Surveyor**	
Name:		Name: GARY AMELLA	
Company:		Company: AMELLA SURVEYING	
Address:	Zip:	Address: 54 MAC ARTHUR RD	Zip: 81001
Phone: ( )		Phone: 719 543-1974	
Email:		Email:	

The applicant will be the primary contact unless otherwise noted.

Property Info

Project Location: (address or general description) 1212 MAHREN AVE BACK ALLEY

Parcel No(s):

Existing Zone: R-4 | Proposed Zone (if applicable):

PUD Name (if applicable):

Project Scope

Project Name:

- ☐ Rearrangement of Property Boundaries:
  - # of existing lots: _____ Total acres: _____
- ☐ Overall Development Plan
- ☐ Site Plan Review: Building area: _____ sf
  - ○ HARP ○ Development Plan ○ PUD ○ Student Housing
- ☐ Special Area Plan
- ☐ Street Name Change: Existing Name: _____ Proposed Name: _____
- ☐ Subdivision: # of lots: _____ Total acres: _____
- ☐ Text Amendment
- ☒ Vacation: ○ Street ☒ Alley ○ Easement ○ Other: _____
- ☐ Other: _____

(Continue Next Page)

10/11/19

(Continued from previous page)

Project Information

Provide a brief description of the proposed request:
(separate narrative as Attachment A also required) TO VACATE ALLEY STUB BEHIND 1212 MAHREN AVE AND MESA AVE. To curtail dumping and vandalism

What is the total acreage included in the project? 14'x25' 675Sqft

What is the proposed use of the property?

☐ Commercial ☐ Multi-family ☒ Residential ☐ Industrial ☐ Other

Are there any other pending or recently approved Land Use applications regarding this property? ☐ Yes ☒ No

If yes, please list:

Attachments

Attachment Checklist

The following list of attachments are required to accompany all applications:

- ☐ A. Detailed explanation of the request as listed above. Be specific
- ☐ B. CD with DWF and DWG (Autocad) file of all plans and drawings & a PDF of all documents submitted.
- ☐ C. Pueblo County Assessor's Property Information print out (www.co.pueblo.co.us)
- ☐ D. Additional information as required by the **P&Z Submittal Requirements Sheet.**

Terms

By signing below, the Property Owner and Applicant are representing that each understands and agrees to the following terms:

1. Authorized personnel from the City of Pueblo, are hereby granted the right to enter the subject property for the purposes of reviewing and processing the application, including Certificate of Occupancy Inspections.
2. There are no known hazards or vicious animals present on the subject property.
3. All information contained in this application, is true and accurate to the best of my knowledge.
4. The City of Pueblo is under no obligation to approve the request contained in this application. No promises of approval are conveyed with the acceptance of this application.
5. It is highly recommended that a licensed surveyor complete a property survey before any construction takes place. The property owner is responsible for any construction that takes place within the boundaries of their property. The city may require any construction built outside of the property legal boundaries or within any setbacks (by intent or error), to be removed at the owners' expense.

Signatures

Property Owner		
Print Name:	MARK ACOSTA	
Signature:	M A A	Date: 25 JUN 2021
Applicant, if different from Property Owner		
Print Name:		
Signature:		Date:

Office Use Only

Zoning Compliance (Completed by City Staff)		
Application checked for completeness by:	Date:	Fee Paid:

city of PUEBLO colorado

Planning & Community Development

211 East D Street | Pueblo, Colorado 81003 | Tel 719-553-2259 | Fax 719-553-2359 | TTY 719-553-2611 | www.pueblo.us

Planning & Zoning Application

Please type or print clearly. Illegible applications will not be accepted. Case #: _____

Contact Info

Property Owner		**Applicant**	
Name: NUÑEZ RENALDO + GENIEVE		Name:	
Company		Company:	
Address: 702 E. MESA AVE	Zip: 81006	Address:	Zip:
Phone: (719) 545-4180		Phone: ( )	
Email: NUÑEZ 256@MSN.COM		Email:	
Engineer		**Surveyor**	
Name:		Name: Gary Amella	
Company:		Company: Amella Surveying	
Address:	Zip:	Address: 54 MacArthur Rd	Zip: 81001
Phone: ( )		Phone: (719 5682536	
Email:		Email: Amella Surveying@yahoo.com	

The applicant will be the primary contact unless otherwise noted.

Property Info

Project Location: (address or general description) 702 E. Mesa, 1212 Mahrey Ave

Parcel No(s): 1406327005, 1406327004, 1406326016

Existing Zone: R-4 | Proposed Zone (if applicable):

PUD Name (if applicable):

Project Scope

Project Name:

- ☐ Rearrangement of Property Boundaries:
  - # of existing lots: _____ Total acres: _____
- ☐ Overall Development Plan
- ☐ Site Plan Review: Building area: _____ sf
  - ○ HARP ○ Development Plan ○ PUD ○ Student Housing
- ☐ Special Area Plan
- ☐ Street Name Change: Existing Name: _____ Proposed Name: _____
- ☐ Subdivision: # of lots: _____ Total acres: _____
- ☐ Text Amendment
- ☒ Vacation: ○ Street ☒ Alley ○ Easement ○ Other: _____
- ☐ Other: _____

(Continue Next Page)

(Continued from previous page)

Project Information

Provide a brief description of the proposed request:
(separate narrative as Attachment A also required)

Vacate a portion of alley, in order to curtail dumping & vandalism on said alley

What is the total acreage included in the project? 6075 sq ft

What is the proposed use of the property?

☐ Commercial ☐ Multi-family ☒ Residential ☐ Industrial ☐ Other

Are there any other pending or recently approved Land Use applications regarding this property? ☐ Yes ☒ No

If yes, please list:

Attachments

Attachment Checklist

The following list of attachments are required to accompany all applications:

- ☐ A. Detailed explanation of the request as listed above. Be specific
- ☐ B. CD with DWF and DWG (Autocad) file of all plans and drawings & a PDF of all documents submitted.
- ☐ C. Pueblo County Assessor's Property Information print out (www.co.pueblo.co.us)
- ☐ D. Additional information as required by the **P&Z Submittal Requirements Sheet.**

Terms

By signing below, the Property Owner and Applicant are representing that each understands and agrees to the following terms:

1. Authorized personnel from the City of Pueblo, are hereby granted the right to enter the subject property for the purposes of reviewing and processing the application, including Certificate of Occupancy Inspections.
2. There are no known hazards or vicious animals present on the subject property.
3. All information contained in this application, is true and accurate to the best of my knowledge.
4. The City of Pueblo is under no obligation to approve the request contained in this application. No promises of approval are conveyed with the acceptance of this application.
5. It is highly recommended that a licensed surveyor complete a property survey before any construction takes place. The property owner is responsible for any construction that takes place within the boundaries of their property. The city may require any construction built outside of the property legal boundaries or within any setbacks (by intent or error), to be removed at the owners' expense.

Signatures

Property Owner

Print Name:	RONALD S. NUÑEZ (GENIEVE)	
Signature:	Ronald A. Nuñez Genieve Nuñez	Date: JUNE 28, 2021

Applicant, if different from Property Owner

Print Name:		
Signature:		Date:

Office Use Only

Zoning Compliance (Completed by City Staff)

Application checked for completeness by:	Date:	Fee Paid:

PUEBLO
Planning & Community Development
211 East D Street | Pueblo, Colorado 81003 | Tel 719-553-2259 | Fax 719-553-2359 | TTY 719-553-2611 | www.pueblo.us

Planning & Zoning Application

Please type or print clearly. Illegible applications will not be accepted. Case #: _____

Contact Info

Property Owner		**Applicant**	
Name: Maria Alba P.		Name:	
Company Mapa Rufin		Company:	
Address: 708 Meza	Zip: 81006	Address:	Zip:
Phone: (719) 717-10-31		Phone: ( )	
Email:		Email:	
Engineer		**Surveyor**	
Name:		Name: Gary Amella	
Company:		Company: Amella Surveying	
Address:	Zip:	Address: 54 MacArthur Rd	Zip: 81001
Phone: ( )		Phone: (719) 543 1974	
Email:		Email: Amella Surveying @yahoo.com	

The applicant will be the primary contact unless otherwise noted.

Property Info

Project Location:
(address or general description)

Parcel No(s): 1406327004

Existing Zone: R-4 | Proposed Zone (if applicable):

PUD Name (if applicable):

Project Scope

Project Name:

- ☐ Rearrangement of Property Boundaries:
  # of existing lots: _____ Total acres: _____
- ☐ Overall Development Plan
- ☐ Site Plan Review: Building area: _____sf
  ○ HARP ○ Development Plan ○ PUD ○ Student Housing
- ☐ Special Area Plan
- ☐ Street Name Change: Existing Name: _____ Proposed Name: _____
- ☐ Subdivision: # of lots: _____ Total acres: _____
- ☐ Text Amendment
- ☒ Vacation: ○ Street ☒ Alley ○ Easement ○ Other: _____
- ☐ Other: _____

(Continue Next Page)

(Continued from previous page)

Project Information

Provide a brief description of the proposed request:
To vacate a portion of alley South of LOT 6 Block 1 A-gram. in order to eliminate people dumping illegally

What is the total acreage included in the project? 0.07

What is the proposed use of the property?

☐ Commercial ☐ Multi-family ☐ Residential ☐ Industrial ☐ Other

Are there any other pending or recently approved Land Use applications regarding this property? ☐ Yes ☐ No

If yes, please list:

Attachments

Attachment Checklist

The following list of attachments are required to accompany all applications:

- ☐ A. CD with DWF and DWG (Autocad) file of all plans and drawings & a PDF of all documents submitted.
- ☐ B. Pueblo County Assessor's Property Information print out (www.co.pueblo.co.us)
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Terms

By signing below, the Property Owner and Applicant are representing that each understands and agrees to the following terms:

1. Authorized personnel from the City of Pueblo, are hereby granted the right to enter the subject property for the purposes of reviewing and processing the application, including Certificate of Occupancy Inspections.
2. There are no known hazards or vicious animals present on the subject property.
3. All information contained in this application, is true and accurate to the best of my knowledge.
4. The City of Pueblo is under no obligation to approve the request contained in this application. No promises of approval are conveyed with the acceptance of this application.
5. It is highly recommended that a licensed surveyor complete a property survey before any construction takes place. The property owner is responsible for any construction that takes place within the boundaries of their property. The city may require any construction built outside of the property legal boundaries or within any setbacks (by intent or error), to be removed at the owners' expense.

Signatures

Property Owner

Print Name:	Maria Alba Parra cortez	
Signature:	Maria Alba P.	Date: 5/11/21

Applicant, if different from Property Owner

Print Name:		
Signature:		Date:

Office Use Only

Zoning Compliance (Completed by City Staff)

Application checked for completeness by:	Date:	Fee Paid:

Attachment F: Citizen Feedback

February 27, 2022

TO: City of Pueblo Planning and Community Development

211 East D street Pueblo CO 81003

FROM: Dr. Heidi Wodiuk

8448 Hwy78W Beulah, CO 81023

To whom it may concern at the city of Pueblo Planning and Community Development,

My name is Dr. Heidi Wodiuk and I received your post card dated February 18, 2022 regarding V-21-02 that you are asking to take 25 feet out of the alley way due to trash issues.

Are you serious that you are that incompetent and need to take out a alley way just for TRASH. WTF this request does not meet the law nor merit such actions legally what so ever. If you can NOT take care of your city than it appears we need to ask congress to outsource the City of pueblo power for marshal law intervention.

Taking out a alley way that is required for EMS, Fire department and law enforcement access to these homes as too for these home owners to have multiple access to their homes as legally required in a city is a violation of safety laws state and federal.

To even ask for such crimes to being rendered in our city due to TRASH issues is just asinine showing the real problem of the City of pueblo CO to being unsound in bad faith motives. It appears this operation is tax laundering and will be reported to the FBI and many others as this appears to be a false front to something else much bigger.

To conclude with my advice to this issue you asked me for in sending me a post card; we'll my advice and professional and personal opinion and advice for you is CEASE AND DESIST. The city and Pueblo have done way too much harm to taxpaying citizens and terrorizing our homes and city people for too long. The city of pueblo and its actors tore down my home 1917 west 15th street pueblo CO 81003 without due process in fake eminent domain case and the city was notified and did NOTHING to protect me nor my land and property and now I and Oprah Winfrey suffer major losses/hardships/duress/threats/etc. as a result of this city of pueblo greed and complete disregard to our rights as land and property owners.

Sincerely,



Dr. Heidi Wodiuk

February 18, 2022

This is to inform you that the City Planning and Zoning Commission will hold a public hearing on a request by **Mark Acosta, Ronald Nunez, and Mario Parra-Oritz** for the approval of the following application(s):

V-21-02 Mahren Ave Alley Vacation Vacate approximately twenty-five feet (25') of the alley between Mahren Ave and Egan Ave below East Mesa Ave to decrease illegal dumping and vandalism.

The Planning and Zoning Commission meeting will be held on March 9, 2022, at 3:30 p.m., by Zoom: Meeting ID:927 1786 7722, Passcode: 195462, Telephone: 1 346 248 7799 US (Houston) or in-person at 1 City Hall Pl (3rd Floor City Council Chambers). You are welcome to attend this public hearing and express your viewpoint concerning this proposal. To review the plans and staff report for the proposed application, please visit www.pueblo.us/PandZ and click on "Most Recent Agenda" no sooner than the Friday prior to the hearing. **Please contact the planner listed below if you have questions.**

Scott Hobson, Director
Planning & Community Development
Danielle Baxter, Planner
(719) 553-2241

February 18, 2022

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Scott Hobson, Director
Planning & Community Development
Danielle Baxter, Planner
(719) 553-2241

CASE NUMBER V-21-02

CERTIFICATION

I hereby certify that I did this day cause written notice of the public hearing on the Alley Vacation: located to the north of 1212 Mahren Avenue to be sent to the attached list of owners of the property lying within hundred (300) feet of the said property on which the vacation is proposed by depositing the same properly addressed and postage paid in the post office, as set forth in the Code of Ordinances, Section 17-6-2.

2-18-22
(Date)

PUEBLO PLANNING & ZONING COMMISSION

By KAREN ELGIN

I hereby certify that I did this day verify and photograph the posted notice of the public hearing on the Alley Vacation: located to the north of 1212 Mahren Avenue, upon which action is pending as set forth in the Code of Ordinances, Section 17-6-2.

2-18-22
(Date)

PUEBLO PLANNING & ZONING COMMISSION

By KAREN ELGIN

Owner	OwnerStree	OwnerCity	OwnerSta	OwnerZip
FLIPPING PUEBLO LLC	109 CARRILLON LN	PUEBLO	CO	81005-3351
GARCIA ANTHONY A	1128 MAHREN AVE	PUEBLO	CO	81006-1122
GODINEZ ANDREA V	1131 EGAN AVE	PUEBLO	CO	81006-1118
GRISWOLD SHEILAH M	1203 MAHREN AVE	PUEBLO	CO	81006-1011
TRUJILLO JENAY M	1208 BOHMEN AVE	PUEBLO	CO	81006-1004
MARRON JOHN SCOTT	1210 BOHMEN AVE	PUEBLO	CO	81006-1004
MARTINEZ FRED W + MURRAY JENNIE T	1211 EGAN AVE	PUEBLO	CO	81006-1005
IBARRA LUIS A + IBARRA LORETTA E	1211 RUSS AVE	PUEBLO	CO	81006-1039
ACOSTA MARK ADRIAN + SILVA ADRIEN	1212 MAHREN AVE	PUEBLO	CO	81006-1012
ACOSTA MARK A + SILVA ADRIENNE L +	1213 MAHREN AVE	PUEBLO	CO	81006-1011
CASAUS CHARLES J	1214 MAHREN AVE	PUEBLO	CO	81006-1012
CHAVEZ RAYMOND DAVID	1219 EGAN AVE	PUEBLO	CO	81006-1005
NELSON MARK	1219 MAHREN AVE	PUEBLO	CO	81006-1011
BAROS AMANDA LEA + COATS LESIA A	1221 MAHREN AVE	PUEBLO	CO	81006-1011
QUINTANA CHRISTINE + RAEANN	1222 BOHMEN AVE	PUEBLO	CO	81006-1004
VIGIL GUADALUPE + MARRUJO FERNAN	1222 EGAN AVE	PUEBLO	CO	81006-1006
MOSSBERGER TIM	1223 EGAN AVE	PUEBLO	CO	81006-1005
CALZADILLAS MIGUEL	1223 MAHREN AVE	PUEBLO	CO	81006-1011
MYERS-MOSER CINDY S	1224 BOHMEN AVE	PUEBLO	CO	81006-1004
SOLIS LORRAINE A	1226 EGAN AVE	PUEBLO	CO	81006-1006
CRUZ PAUL R + CRUZ COLEEN D	1227 MAHREN AVE	PUEBLO	CO	81006-1011
GODINEZ DE LERMA JUANA I	1228 MAHREN AVE	PUEBLO	CO	81006-1012
AGUERO MICHELLE ANGELIQUE + GETTL	1229 EGAN AVE	PUEBLO	CO	81006-1005
BREGAR DARLA K	1229 MAHREN AVE	PUEBLO	CO	81006-1011
DE HERRERA MELVIN JR	1230 MAHREN AVE	PUEBLO	CO	81006-1012
MARTINEZ JOHN JUAN ALONZO + AKA	1232 MAHREN AVE	PUEBLO	CO	81006-1012
ORTIZ MARIO ALBERTO PARRA	1232 PINE ST	PUEBLO	CO	81004-2940
TOTA DANIEL	2214 VRAIN ST	COLORADO	CO	80909
A L BOUNDARIES LLC	2218 7TH AVE	PUEBLO	CO	81003-1821
QUINTANA CHARLES C + SOTO QUINTAN	23837 GALE RD	PUEBLO	CO	81006-2025
ALCALA MANUEL	2909 GEM DR	PUEBLO	CO	81005-3809
SNAVE WEST LLC	375 FLYNN CT	COLORADO	CO	80911-3352
MCCRACKEN JOSEPH	4826 E KENTUCKY AVE	GLENDALE	CO	80246-2238
MONTEZ RAMONA + ALBERT + LONNIE J	539 HEWITT ST	PUEBLO	CO	81005-1522
BANEGAS FIDELIA	5545 ANAHEIM WAY	DENVER	CO	80239-3734
PACHECO TERESA M	5901 HARPER LN	PUEBLO	CO	81008-2036
MARTINEZ ANGEL C	605 E MESA AVE	PUEBLO	CO	81006-1020
SUNGOD ENTERPRISES LLC	615 E MESA AVE	PUEBLO	CO	81006-1020
ATILANO CARLOS	676 W CAPISTRANO AV	PUEBLO WE	CO	81007-3154
NUNEZ RONALD S + GENIEVE	702 E MESA AVE	PUEBLO	CO	81006-1023
SUZUKI MASATO	705 E MESA AVE	PUEBLO	CO	81006-1022
MATA RYAN	708 W 10TH ST	PUEBLO	CO	81003-2209
BYROM TRUETT + BYROM JULIE	709 E MESA AVE	PUEBLO	CO	81006-1022
JIMENEZ MARY G	710 E MESA AVE	PUEBLO	CO	81006-1023
COX DANNY LEE	714 E MESA AVE	PUEBLO	CO	81006-1023
KOCHEVAR MARY ANN + DURAN TRINA	717 E MESA AVE	PUEBLO	CO	81006-1022
SWAGER MELANIE A + JACK B	718 E MESA AVE	PUEBLO	CO	81006-1023

JABLONSKI VIRGINIA L	719 E MESA AVE	PUEBLO	CO	81006-1022
LERMA JOSE N + ROSA M	801 E MESA AVE	PUEBLO	CO	81006-1024
COLLIER CINDY L	807 E MESA AVE	PUEBLO	CO	81006-1024
CREPPEL CLAY A	810 E MESA AVE	PUEBLO	CO	81006-1025
WINFREY OPRAH GAIL + WODIUK DR HE	8448 STATE HWY 78	BEULAH	CO	81023-9722
QUIJADA LARA CARLOS ANDRES	921 E 14TH ST	PUEBLO	CO	81001-2926
R + D PROPERTIES LLC	PO BOX 2418	PUEBLO	CO	81004-0418

City Clerk's Office Item # R-5

BACKGROUND PAPER FOR PROPOSED ORDINANCE

COUNCIL MEETING DATE: May 9, 2022

TO: President Heather Graham and Members of City Council

CC: Nicholas A. Gradisar, Mayor

VIA: Marisa Stoller, City Clerk

FROM: Scott Hobson, Acting Director of Planning and Community Development

SUBJECT: AN ORDINANCE AMENDING ZONING RESTRICTIONS OF LOT 1 OF THE PUEBLO SPRINGS APARTMENTS SUBDIVISION FROM A-1, AGRICULTURAL ONE ZONE DISTRICT TO R-5, MULTIPLE-RESIDENTIAL AND OFFICE ZONE DISTRICT

SUMMARY:

The applicant is requesting to rezone Lot One (15.01 acres) of the Pueblo Springs Apartments Subdivision from A-1, Agricultural One to R-5, Multiple-Residential and Office District to facilitate the development of a new apartment complex.

PREVIOUS COUNCIL ACTION:

City Council approved Ordinance No. 10055 on November 22, 2021.

BACKGROUND:

The subject property was annexed into the city in November of 2021 and rezoned A-1 as an interim zoning classification until the time of development, as allowed by the approved Annexation Agreement (rezoning case Z-21-12). The current request is to rezone the western 15 acres of the property, proposed Lot 1, Pueblo Springs Apartments Subdivision, to R-5 Multiple Residential and Office district for the purposes of constructing twelve multifamily residential structures containing a total of 199 dwelling units. "Residence, multifamily" is a Use By Right in the proposed R-5 Zone District. The area is designated as Urban Residential Future Land Use Category, which allows for garden apartments (low-rise apartment structures) along collector and arterial roads. The proposed Pueblo Springs Apartments are situated at the southeast corner of West Pueblo Boulevard (expressway) and West 31st Street (collector) and are three stories with ample outdoor recreation amenities. The surrounding area is home to two large multifamily developments, a senior living facility and market rate apartment complex. The adjacent properties to the south, east, and west are all vacant prairie and as such there is no negative impact to surrounding residential neighborhoods. The R-5 zoning, and proposed multifamily development are well situated for direct access to Pueblo

Boulevard and Highway 50. The applicant has provided a commercial site plan detailing the 199-unit apartment complex. The western most portion of the rezoning site will be reserved for open space and utilize the bluff as a noise barrier from Pueblo Boulevard. The apartment complex will also have a clubhouse, pool, and walking trails; combined with the bluff, the site provides the minimum 20-percent Landscape Open Space. The proposed rezoning is in conformance with the Pueblo Regional Comprehensive Plan and is compatible with the surrounding multifamily development.

FINANCIAL IMPLICATIONS:

There are no financial implications for the City.

BOARD/COMMISSION RECOMMENDATION:

The Planning and Zoning Commission, at their December 8, 2021, Regular Meeting, voted 7-0 to recommend approval.

STAKEHOLDER PROCESS:

The Planning Department sent a Notice of the Planning and Zoning Commission Public Hearing to all property owners located within 300 feet of the subject property.

A Public Notice poster was placed on the subject property 15 days prior to the Public Hearing.

ALTERNATIVES:

If City Council does not approve this Ordinance the property would not be zoned in accordance with the Pueblo Municipal Code.

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

RECOMMENDATION:

Approval of the Ordinance.

Attachments:
Proposed Ordinance
Minutes of the Planning and Zoning Commission December 8, 2021 Public Hearing
Planning and Zoning Commission Staff Report with Attachments and Exhibits

ORDINANCE NO. 10181

AN ORDINANCE AMENDING ZONING RESTRICTIONS OF LOT 1 OF THE PUEBLO SPRINGS APARTMENTS SUBDIVISION FROM A-1, AGRICULTURAL ONE ZONE DISTRICT TO R-5, MULTIPLE-RESIDENTIAL AND OFFICE ZONE DISTRICT

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

SECTION 1.

The zoning restrictions covering the following described property, and in addition half of all adjacent dedicated roadway and alley rights-of-way, together generally identified in the attached Rezone Exhibit, is hereby changed from A-1, Agricultural One Zone District to R-5, Multiple-Residential and Office Zone District:

REZONE A-1 TO R-5

A portion of the South one-half of the Northwest one-quarter of the Northwest one-quarter of Section 22, Township 20 South, Range 65 West of the 6th P,M. and a portion of the South one-half of 31st Street as platted in Park West Business Campus, Filing No. 5, according to the recorded plat thereof, as filed for record on May 8, 2008 at Reception No. 1768305 in the County of Pueblo, State of Colorado, being more particularly described as follows:

Basis of Bearings: The West Line of the NorthWest one-quarter of Section 22, Township. 20 South, Range 65 West, of the 6TH Principal Meridian monumented with a number 6 rebar with a 3 1/4 inch diameter Brass Cap, to bear N. 00°32'37" W. and all bearings being relative thereto.

Commencing at Northwest corner of said Section 22, said point being on the west line of Park West Business Campus, Filing No. 7, according to the recorded plat thereof, as filed for record on March 16, 2012 at Reception No. 1901886 in the Pueblo County records and being on the east line of Colorado State Highway No. 45 as presently located; thence S. 00°32’37” E. along said the west line of said Section 22, the west line of said Park West Business Campus, Filing No. 7 and the east line of said Colorado State Highway No. 45, a distance of 696.76 feet to the south right-of-way line of 31st Street and the Point of Beginning; thence N. 00°32’37” W. along the said west line of Park West Business Campus, Filing No. 7, a distance of 40.00 feet to the center of 31st Street right-of-way; thence N. 88°41’55” E. along the said centerline of the right-of-way of 31st Street, a distance of 1,256.40 feet; thence S. 01°18’05” E., a distance of 198.87 feet; thence S. 88°39’35” W., a distance of 164.26 feet; thence S. 01°20’25” E., a distance of 89.00 feet; thence S. 88°39’35” W., a distance of 196.65 feet; thence S. 01°20’25” E., a distance of 107.40 feet; thence S. 88°39’35” W., a distance of 101.69 feet; thence S. 01°20’00” E., a distance of 260.73 feet to the south line of the South one-half of the Northwest one-quarter of the Northwest one-quarter of said Section 22; thence S. 88°39’35” W. along the south line of said South one-half, a distance of 802.76 feet to the Southwest corner of said South one-half and the east line of Colorado State Highway No. 45 as presently located; thence N. 00°32’37” W. along the west line of said South one-half and said east line of Colorado State Highway No. 45, a distance of 616.90 feet to the south right-of-way line of 31st Street and the Point of Beginning.

Containing 15.01 acres, more or less.

SECTION 2.

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

SECTION 3.

This Ordinance shall become effective immediately upon final action by the Mayor and City Council.

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on May 9, 2022.

Final adoption of Ordinance by City Council on May 23, 2022.

_____
President of City Council

Action by the Mayor:

☒ Approved on May 26, 2022.

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

_____
Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

_____
President of City Council

ATTEST

_____
Deputy City Clerk

EXHIBIT "B"
ZONING EXHIBIT

A PARCEL OF LAND IN THE NW 1/4 OF SECTION 22, TOWNSHIP 20 SOUTH, RANGE 65 WEST, OF THE 6TH P.M. IN THE COUNTY OF PUEBLO, STATE OF COLORADO

SCALE: 1" = 200'

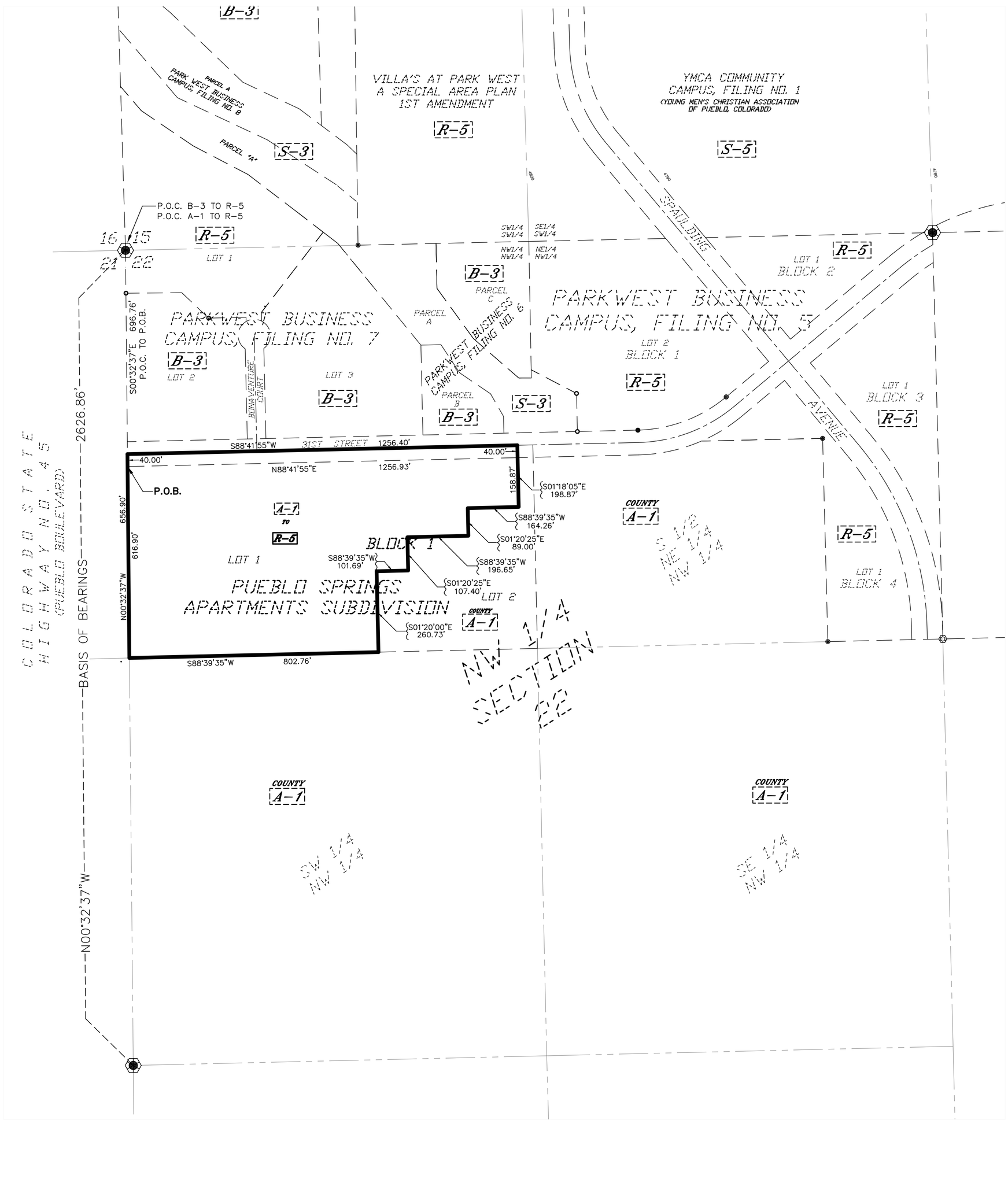
0 100' 200' 400'

LEGEND

- FOUND NO. 6 REBAR WITH 3 1/4" DIAMETER BRASS CAP, DEPARTMENT OF INTERIOR–BLM (APPROPRIATELY STAMPED)
- FOUND NO. 6 REBAR WITH 3 1/4" DIAMETER ALUMINUM CAP, (P.L.S. NO. 12933) (APPROPRIATELY STAMPED)
- FOUND NO. 4 REBAR WITH ORANGE PLASTIC CAP, (P.L.S. NO. 25869)
- FOUND NO. 4 REBAR WITH YELLOW PLASTIC CAP, (P.L.S. NO. 12933)
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- PROPOSED ZONING BOUNDARY
- A–1 EXISTING ZONING
- R–5 PROPOSED ZONING

BASIS OF BEARINGS:

THE WEST LINE OF NW 1/4 OF SECTION 22, T. 20 S,, R. 65 W, OF THE 6TH P.M. TO BEAR N. 00°32'37" W.



LAND DESCRIPTION

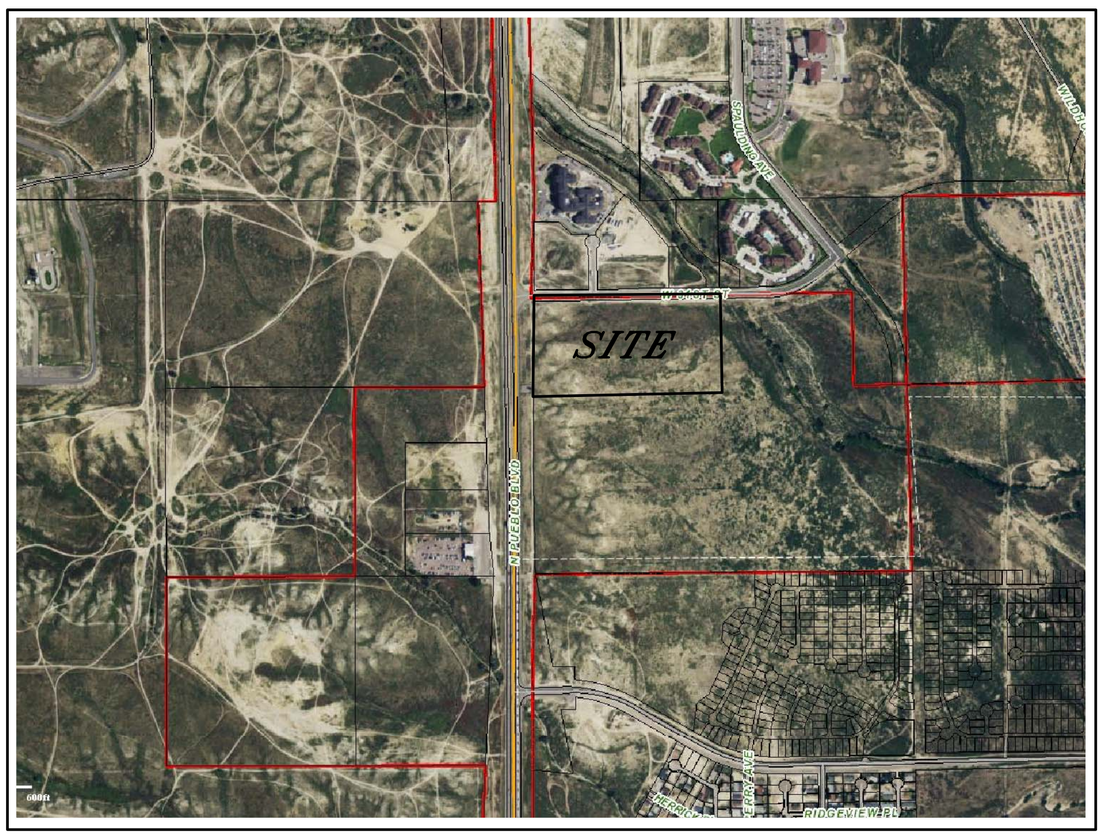
REZONE A–1 TO R–5

A portion of the South one–half of the Northwest one–quarter of the Northwest one–quarter of Section 22, Township 20 South, Range 65 West of the 6th P.M. and a portion of the South one–half of 31st Street as platted in Park West Business Campus, Filing No. 5, according to the recorded plat thereof, as filed for record on May 8, 2008 at Reception No. 1768305 in the County of Pueblo, State of Colorado, being more particularly described as follows:

Basis of Bearings: The West Line of the NorthWest one–quarter of Section 22, Township. 20 South, Range 65 West, of the 6TH Principal Meridian monumented with a number 6 rebar with a 3 1/4 inch diameter Brass Cap, to bear N. 00°32'37" W. and all bearings being relative thereto.

Commencing at Northwest corner of said Section 22, said point being on the west line of Park West Business Campus, Filing No. 7, according to the recorded plat thereof, as filed for record on March 16, 2012 at Reception No. 1901886 in the Pueblo County records and being on the east line of Colorado State Highway No. 45 as presently located; thence S. 00°32'37" E. along said the west line of said Section 22, the west line of said Park West Business Campus, Filing No. 7 and the east line of said Colorado State Highway No. 45, a distance of 696.76 feet to the south right–of–way line of 31st Street and the Point of Beginning; thence N. 00°32'37" W. along the said west line of Park West Business Campus, Filing No. 7, a distance of 40.00 feet to the center of 31st Street right–of–way; thence N. 88°41'55" E. along the said centerline of the right–of–way of 31st Street, a distance of 1,256.40 feet; thence S. 01°18'05" E., a distance of 198.87 feet; thence S. 88°39'35" W., a distance of 164.26 feet; thence S. 01°20'25" E., a distance of 89.00 feet; thence S. 88°39'35" W., a distance of 196.65 feet; thence S. 01°20'25" E., a distance of 107.40 feet; thence S. 88°39'35" W., a distance of 101.69 feet; thence S. 01°20'00" E., a distance of 260.73 feet to the south line of the South one–half of the Northwest one–quarter of the Northwest one–quarter of said Section 22; thence S. 88°39'35" W. along the south line of said South one–half, a distance of 802.76 feet to the Southwest corner of said South one–half and the east line of Colorado State Highway No. 45 as presently located; thence N. 00°32'37" W. along the west line of said South one–half and said east line of Colorado State Highway No. 45, a distance of 616.90 feet to the south right–of–way line of 31st Street and the Point of Beginning.

Containing 15.01 acres, more or less.



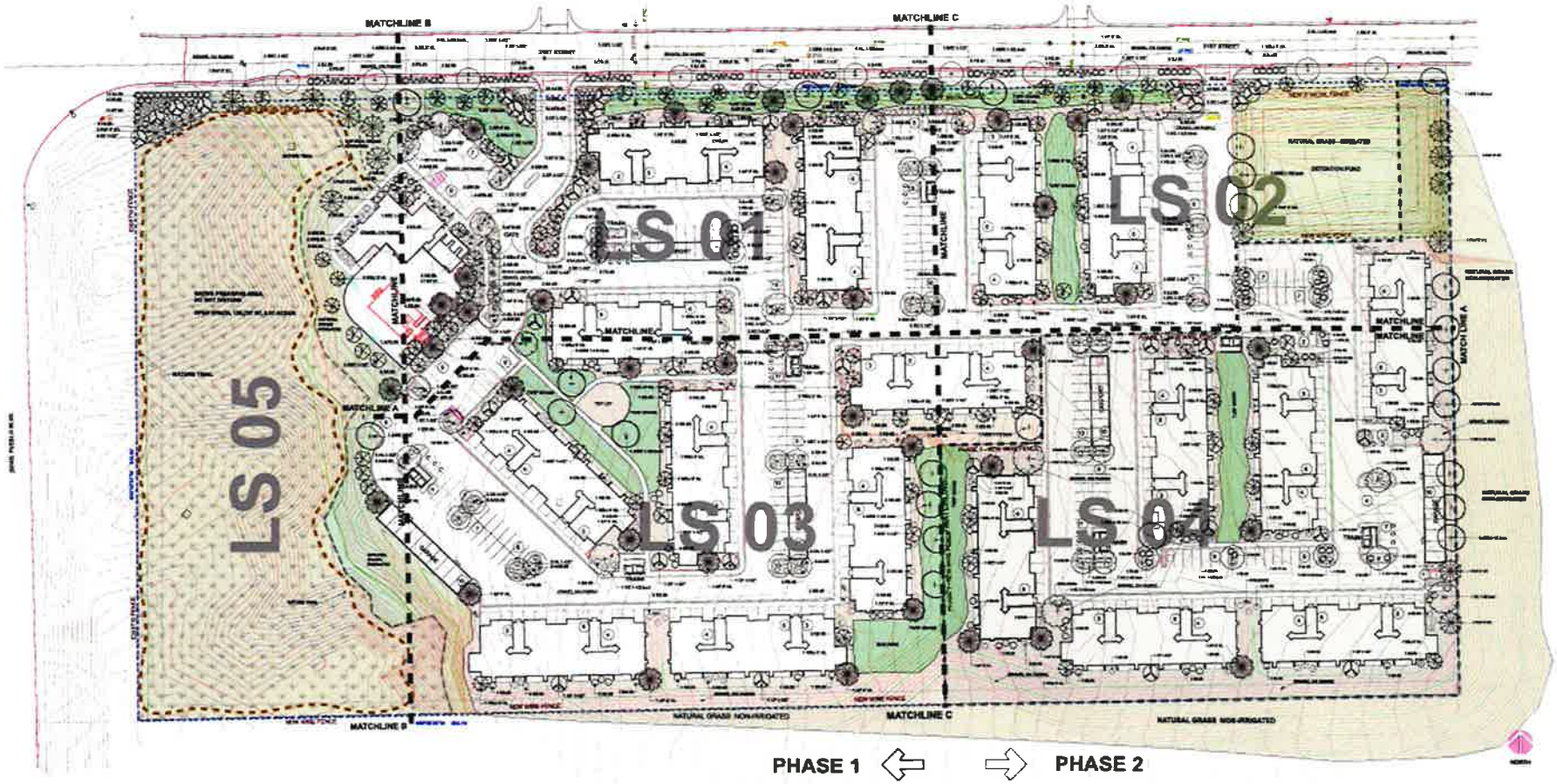
VICINITY MAP

NOT TO SCALE

PREPARED BY: NORTHSTAR ENGINEERING AND SURVEYING, INC.

LANDSCAPE TABLE OF CONTENTS

LS 00 - LANDSCAPE PLAN KEY
LS 01 - PLANTING PLAN SECTION 1 AT 1"=20'
LS 02 - PLANTING PLAN SECTION 2 AT 1"=20'
LS 03 - PLANTING PLAN SECTION 3 AT 1"=20'
LS 04 - PLANTING PLAN SECTION 4 AT 1"=20'
LS 05 - PLANTING PLAN SECTION 5 AT 1"=20'
LS 06 - PLANT/MATERIAL LIST & NOTES
LS 07 - INSTALLATION DETAILS



PHASE 1: LANDSCAPE REQUIREMENTS PER PUEBLO CODE 9 - 17-4-7 / LANDSCAPE PERFORMANCE STANDARDS

LANDSCAPE SETBACK:

SH 45 PUEBLO BLVD: 618.80 FT ON 617 LF
TOTAL LANDSCAPE SETBACK AREA: 6,170 SF

LANDSCAPE SETBACK REQUIREMENTS WERE WAIVED BY THE LANDUSE ADMINISTRATER.

W. 31ST STREET: 1,268.86 LF OR 1,257 LF
TOTAL LANDSCAPE SETBACK AREA: 12,570 SF

1 TREE/30LF = 46 TREES REQUIRED
46 TREES PROVIDED

5 SHRUBS/30LF = 200 SHRUBS REQUIRED
708 SHRUBS PROVIDED

70% LLM = 8,799 SF
70% LLM PROVIDED 8,800 SF

PARKING LOT LANDSCAPE:

MORE THAN 5 SPACES IN LINE REQUIRES AN ISLAND OR END CAPS
NO MORE THAN 10 TO 15 CONSECUTIVE SPACES ARE ALLOWED WITHOUT ISLAND OR END CAPS.

MINIMUM DIMENSION OF ISLAND/END CAP IS 9 FT X 18 FT
(1) SHADE TREE AND (4) SHRUBS REQUIRED PER ISLAND.
ISLANDS LARGER REQUIRE ADDITIONAL SHRUB PER ADD 25 SF

(36) SHADE TREES REQUIRED
(36) SHADE TREES PROVIDED

(144) SHRUBS REQUIRED.
(148) SHRUBS PROVIDED.

PARKING LOT SCREEN:

(24) SHRUBS AT PARKING CONTIGUOUS WITH STREET
24 SHRUBS PROVIDED.

LANDSCAPE OPEN SPACE: (LOS)

ZONE DISTRICT R-3,
20% LOS REQUIRED
70% LLM REQUIRED

TOTAL AREA: 603,450 SF
REQUIRED 20% LOS: 120,690 SF

PROVIDED 20% LOS:

BALCONIES: 16,916 SF
SWIMMING POOL: 6,516 SF
LANDSCAPE/GRASS: 97,951 SF
TOTAL LOS PROVIDED: 120,982

* 70% LLM REQUIRED: 46,966 SF
1 TREE/1,000 SF LOS: 97 TREES REQUIRED/PROVIDED.

LAWN AND NATURAL GRASS AREA = 104,971 SF

NATIVE PRESERVE AREA. LANDSCAPE OPEN SPACE FOR PHASE 1 & 2 = 2.97 AC.

PHASE 2: LANDSCAPE REQUIREMENTS PER PUEBLO CODE 9 - 17-4-7 / LANDSCAPE PERFORMANCE STANDARDS

LANDSCAPE SETBACK:

W. 31ST STREET: 56.00 LF
TOTAL LANDSCAPE SETBACK AREA: 560 SF

1 TREE/30LF = 1 TREES REQUIRED
5 SHRUBS/30LF = 5 SHRUBS REQUIRED
70% LIVING LANDSCAPE MATERIAL = 392 SF
100% LLM PROVIDED

PARKING LOT SCREEN:

NO PARKING CONTIGUOUS WITH STREET

PARKING LOT LANDSCAPE:

MORE THAN 5 SPACES IN LINE REQUIRES AN ISLAND OR END CAPS
NO MORE THAN 10 TO 15 CONSECUTIVE SPACES ARE ALLOWED WITHOUT ISLAND OR END CAPS.

MINIMUM DIMENSION OF ISLAND/END CAP IS 9 FT X 18 FT
(1) SHADE TREE AND (4) SHRUBS REQUIRED PER ISLAND.
ISLANDS LARGER REQUIRE ADDITIONAL SHRUB PER ADD 25 SF

(16) SHADE TREES REQUIRED
(16) SHADE TREES PROVIDED

(72) SHRUBS REQUIRED
(72) SHRUBS PROVIDED.

LANDSCAPE OPEN SPACE: (LOS)

ZONE DISTRICT R-5, 20% LOS, 70% LLM REQUIRED

TOTAL AREA: 304,728 SF
REQUIRED 20% LOS: 60,945 SF

PROVIDED 20% LOS.

BALCONIES: 6,486 SF
LANDSCAPE/GRASS: 51,349 SF
TOTAL LOS PROVIDED: 60,945 SF

*70% LLM REQUIRED: 31,340 SF
1 TREE/1,000 SF LOS: 61 TREES REQUIRED/PROVIDED.

NATIVE PRESERVE AREA. LANDSCAPE OPEN SPACE FOR PHASE 1 & 2 = 2.97 AC.

WJZ Enterprises, LLC
Landscape Architecture
11 Temple Drive
Pueblo, CO 81005
(719) 320-8483

SHEET DESCRIPTION:
LANDSCAPE PLAN

PUEBLO SPRINGS APARTMENTS
Northeast Corner N. Pueblo Blvd. & West 31st St.

REVISIONS:
1st SUB 11-26-21

DATE:
5/16/2021

JOB NUMBER:
00001

DRAWN BY:
WJZ

CHECKED BY:
WJZ

SCALE:
NA

SHEET:
LS 00

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Bob Schilling
City Council Representative

city of PUEBLO colorado
Planning & Zoning Commission

Christopher Pasternak

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

MINUTES OF REGULAR MEETING
City of Pueblo, Colorado
Wednesday, December 8, 2021 – 3:30 p.m.
City Council Chambers, 1 City Hall Place

Join Zoom Meeting online:
https://pueblo.zoom.us/j/92717867722?pwd=WUdnaHVGbnlCdHRrUHNFZnpPWG1Ydz09

Join Zoom Meeting by phone:
+1 669 900 6833 US (San Jose)
+1 346 248 7799 US (Houston)
Online and phone Meeting ID and Password:
Meeting ID: 927 1786 7722
Passcode: 195462

MEETING CALLED TO ORDER

The meeting was called to order at 3:30 p.m. with Commissioner Castellucci presiding.
The meeting was held at City Council Chambers, 1 City Hall Place, commissioners, applicants, and the public participated in person and via Zoom.

Commissioners Present: Mike Castellucci, Patrick Avalos, Cheryl Spinuzzi, Alexandra Aznar, Christopher Pasternak, Bob Schilling, and Lisa Bailey.

Commissioners Absent: none

Staff Members Present: Dan Kogovsek, City Attorney; Scott Hobson, Acting Director for Department of Planning and Community Development; Beritt Odom, Principal Planner; Wade Broadhead, Planner; Bart Mikitowicz, Planner; Danielle Baxter, Planner; and Joe Martellaro, Associate Engineer II.

APPROVAL OF AGENDA

A Motion was made by Bailey to amend the agenda to move SNC-21-04 to the last item on the agenda, Seconded by Schilling.

Motion passed 7-0.

PUBLIC MEETING AND ACTION

1. **Z-21-18 Pueblo Springs Apartments:** Rezoning approximately eighteen (18.55) acres generally located southeast of the intersection of W. Pueblo Blvd and 31st Avenue currently zoned A-1 being rezoned to R-5 (Multiple Residential and Office District).

   Staff Report by Wade Broadhead, Planner

   The applicant is requesting to rezone Lot One (15.01 acres) of the Pueblo Springs Apartments Subdivision from A-1, Agricultural One to R-5, Multiple-Residential and Office District to facilitate the development of a new apartment complex.

BACKGROUND:

The subject property was annexed into the city in November of 2021 and rezoned A-1 as an interim zoning classification until the time of development, as allowed by the approved Annexation Agreement (rezoning case Z-21-12), The current request is to rezone the western 15 acres of the property, proposed Lot 1, Pueblo Springs Apartments Subdivision, to R-5 Multiple Residential and Office district for the purposes of erecting a twelve building, 199 unit apartment complex for Phase 1. "Residence, multifamily" is a Use by Right in the proposed R-5 Zone District. The area is designated as Urban Residential Future Land Use Category, which allows for garden apartments (low-rise apartment structures) along collector and arterial roads. The proposed Pueblo Springs Apartments are situated at the southeast corner of W. Pueblo Boulevard (expressway) and W. 31st Street (collector) and are three stories with ample outdoor recreation amenities. The immediate area is now home to two large multifamily developments, a senior living facility and market rate apartment complex. The adjacent properties to the south, east, and west are all vacant prairie and as such there is no negative impact to surrounding residential neighborhoods. The R-5 Zoning and apartment complex are well situated for direct access to Pueblo Boulevard and Highway 50 and easy access to the south, east, and west and keeping high density uses directly along major arterials that can reduce neighborhood congestion.

The applicant has provided a commercial site plan detailing the 199-unit apartment complex. The site plan shows twelve structures located on Lot One to be constructed in Phase 1. The western portion of the rezoning site will be reserved for open space to protect the low bluffs and utilize the landscape as a noise barrier from Pueblo Boulevard and the applicant has enough space to meet the 20% Open Space requirement. The apartment complex will have a clubhouse, pool, and walking trails. The applicant hopes to secure funding for Phase Two on Lot two shortly. City departments are reviewing the commercial plans and have made all modifications to guarantee utility and vehicular access to the two-lot subdivision. The proposed rezoning is in conformance with the Pueblo Regional Comprehensive Plan and is in conformance with the existing pattern of development in the immediate area.

ANALYSIS:

Comprehensive Plan Compliance:
The project site has been designated by the Pueblo Comprehensive Plan as "Urban Residential." The Pueblo Comprehensive Plan designation of *Urban Residential* area states neighborhoods are

found predominantly within the city limits of Pueblo and the urbanizing areas in the City's immediate periphery. These neighborhoods have a mixture of housing types and neighborhood commercial services. The Comprehensive Plan states further that "zoning for duplexes, garden apartments and small office buildings may be allowed along collector and arterial roads." The proposed rezoning site is located east of N. Pueblo Boulevard, which is an expressway and south of W. 31st Street, which is a Collector Road, meeting the criteria for multifamily residential development within the Urban Residential land use designation. The proposed R-5, Mixed-Residential and Office District is in conformance with the actual development of the immediate area and in conformance with the Comprehensive plan.

RECOMMENDED ACTION:
Staff recommends the Planning and Zoning Commission make a recommendation to City Council that the zoning map amendment be **APPROVED.**

HEARING: Emery Chuckly, 5671 N Oracle Rd, Suite 1102, Tucson, AZ, represented the application.

No one spoke in support or opposition for the application.

COMMISSION ACTION:
Motion to recommend approval of the rezoning made by Bailey, second by Pasternak.

MOTION PASSED 7-0

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Bob Schilling
City Council Representative

city of PUEBLO colorado
Planning & Zoning Commission

Christopher Pasternak

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

Z-21-18

TO:	City of Pueblo, Planning and Zoning Commission
FROM:	Wade Broadhead, Planner
THROUGH:	Scott Hobson, Acting Director of Planning and Community Development
DATE:	December 8, 2021
SUBJECT:	Rezone from A-1, Agricultural One to R-5, Multiple-Residential and Office District
APPLICANT:	Emery Chukly Pueblo Springs Apartments, LLC.
PROPERTY OWNER:	Emery Chukly, Pueblo Springs Apartments, LLC.
LOCATION:	Generally locatd at the southeast corner of the intersection of W. Pueblo Blvd and 31st Streets
CONCURRENT REQUESTS:	S-21-09 Pueblo Springs Apartments Subdivision

REQUEST:
Th applicant is requesting to rezone Lot One (15.01 acres) of the Pueblo Springs Apartments Subdivision from A-1, Agricultural One to R-5, Multiple-Residential and Office District to facilitate the development of a new apartment complex.

BACKGROUND AND ANALYSIS:
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PLANNING AND COMMUNITY DEVELOPMENT COMMENTS

CHARACTER AND COMPATIBILITY:

- **Site Character:**
  The subject property is undeveloped and currently being subdivided.

- **Neighborhood Compatibility:**

North	B-3 and R-5, Apartments and Office uses
East	County A-1, undeveloped prairie.
South	County A-1, undeveloped prairie
West	PUD and S-1, Honor Farm Open Space and undeveloped land

- **Comprehensive Plan Compliance:**
- The project site has been designated by the Pueblo Comprehensive Plan as "Urban Residential." The Pueblo Comprehensive Plan designation of *Urban Residential* area states neighborhoods are found predominantly within the city limits of Pueblo and the urbanizing areas in the City's immediate periphery. These neighborhoods have a mixture of housing types and neighborhood commercial services. The Comprehensive Plan states further that "zoning for duplexes, garden apartments and small office buildings may be allowed along collector and arterial roads." The proposed rezoning site is located east of N. Pueblo Boulevard, which is an expressway and south of W. 31st Street, which is a Collector Road, meeting the criteria for multifamily residential development within the Urban Residential land use designation. The proposed R-5, Mixed-Residential and Office District is in conformance with the actual development of the immediate area and in conformance with the Comprehensive plan.

ABILITY TO COMPLY WITH THE PROPOSED ZONE DISTRICT:

- **Minimum lot size and area:**
  The proposed 13.85 acre lot meets the 8,000 square foot minimum lot area. Based on number of units the minimum lot size is 199,000 square feet and the property contains over 600,000 square feet.
  The proposed lot has a 1,300-foot lot width, which meets the minimum 50-foot lot width.
- **Lot coverage:**
  - The R-5 Zone District allows a maximum lot coverage of 50-percent.

- Staff is reviewing the commercial site plan currently and the proposed lot coverage is well below the 50 percent.

- **Zone District Performance Standards:**

The R-5 Zone District Performance Standards (Sec. 17-4-4(b)) provide the requirements relating to minimizing the impact of the development on the surrounding, since the proposed development is planned at 199 units it will be following Section 17-4-4(b)(2) below:

(1) Three (3) to Five (5) family unit structures shall have one thousand five hundred (1,500) square feet of lot area per dwelling area.
(2) Six (6) or more family dwelling unit structures shall have a minimum of eight thousand (8,000) of lot area or one thousand (1,000) square feet per dwelling unit, whichever is greater and, other permitted uses shall provided at least five thousand (5,000) square feet of lot area. Residential structures, if one (1) to three (3) habitable stories, shall provide at least twenty percent (20%) in landscaped open space; or if four or more habitable stories, shall provide at least fifty percent of the parcel in landscaped open space. The performance standards in Section 17-4-5 shall apply in the R-5 District.

The applicant would need 199,000 square feet of lot area to conform and presently they have approximately 600,000 square feet for development, leaving enough for the 20% required landscaped area after accounting for the required 199,000 square feet.

APPLICATION REQUIREMENT PER §17-6-1 OF THE PUEBLO MUNICIPAL CODE

The applicant's name and address and the name and address of any person, firm or corporation represented by such applicant in the application

- Comments **The application contains applicant's information.**

The interest of the applicant and the interest of the person, firm or corporation represented by the applicant, be it legal, sales development, operation or other interest.

- Comments **The property owner is the applicant.**

The nature of the amendment and a legal description of the property that would be affected by the amendment.

- Comments **A full legal description of the property was provided with the application and is attached to the staff report.**

A general description of the proposed development to the distance which will be affected; such description including subjects of environmental effect, economic effect and traffic effect, if any; and such description carried out in scope and detail to the extent needed to support the requested amendment and as may be required by the Planning and Zoning Commission.

- Comments **The applicant proposes to implement a new apartment use.**

A tentative site plan showing proposed structures, uses, open spaces, facilities for parking and loading and arrangements for pedestrian and vehicular circulation.

- Comments **A site plan is attached to the staff report and currently under commercial site plan review.**

A statement of the proposed time schedule for beginning and completion of development.

- Comments **The applicant will begin development in 2022.**

A statement reasonably indicating the applicant's economic responsibility and capability of accomplishing the development for which a zoning amendment is requested.

- Comments **The applicant will phase development based on available funding.**

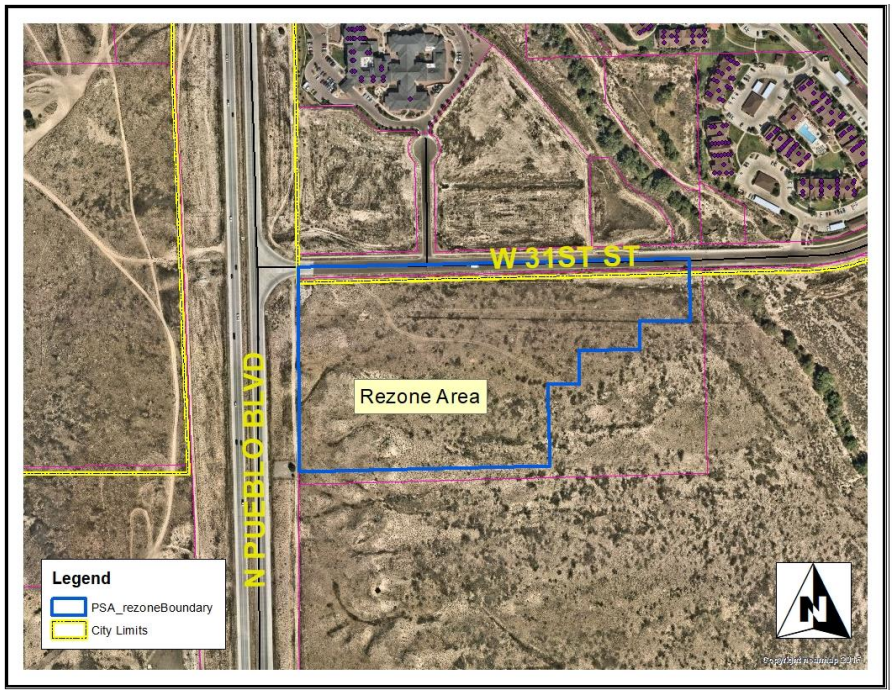
RECOMMENDED ACTION:

Staff recommends the Planning and Zoning Commission make a recommendation to City Council that the zoning map amendment be **APPROVED**:

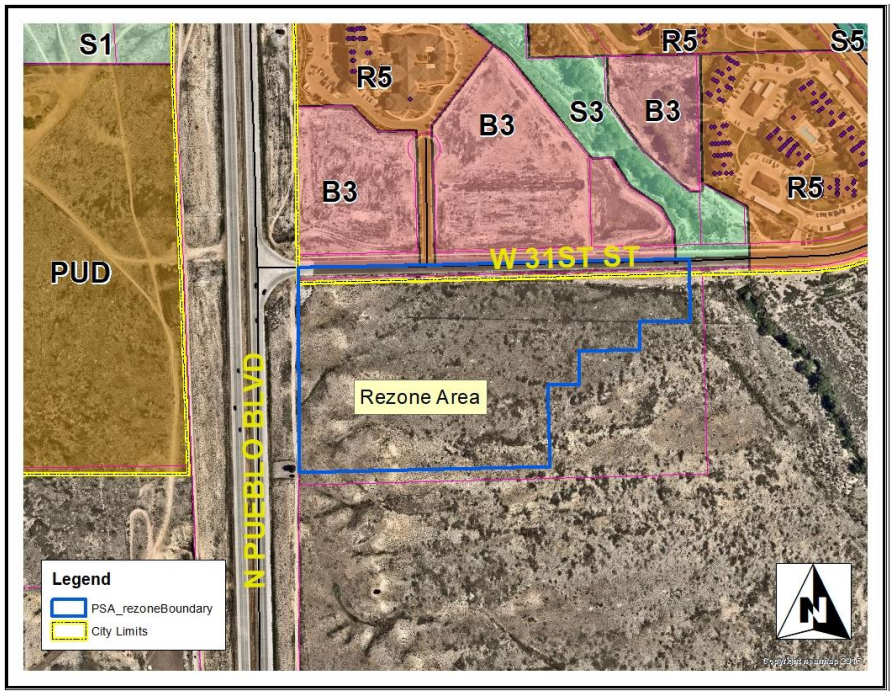
TTACHMENTS:

- **A. Arial Photograph**
- **B. Zoning Map**
- **C. Comprehensive Plan Map**
- **D. Site Photographs**
- **E. R-5 Zone District Information Sheet**
- **F. Application**
- **G. Project Description**
- **H. Rezoning Exhibit**
- **I. Proposed Site Plan**

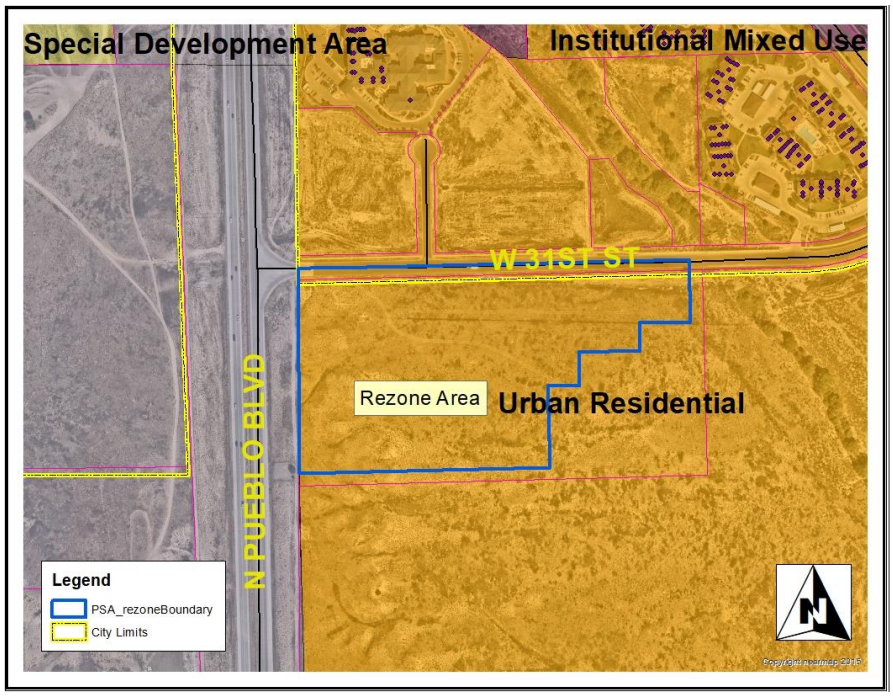
ATTACHMENTS:



A. Aerial Photograph



B. Zoning Map



C. Comprehensive Plan Map



Public Notice Poster



Site overview photo looking west toward the low hills.

211 East D Street | Pueblo, Colorado 81003 | Tel 719-553-2259 | Fax 719-553-2359 | TTY 719-553-2611 | www.pueblo.us

Zone District: R-5 (Multiple-residential and Office District)

Purpose. The standards of this district (R-5) are designed to retain and provide areas of high density multifamily dwelling unit structures with limited commingling of professional offices and studios.

Setbacks:	Front	25’	Side	5’	Rear	15’
Coverage:	50%					
Floor Area Ratio	2	Floor Area / Land Area				
Max. Height	Unlimited	(See Section 17-4-6 for additional setbacks required for structures over 35’ in height)				
Minimum Lot Width:	50’					
Minimum Lot Size:	3,000 Square Feet (*1)					

(*1) Three (3) to five (5) family dwelling unit structures shall have one thousand five hundred (1,500) square feet of lot area per dwelling unit.

(*1) Six (6) or more family dwelling unit structures and other permitted uses shall have a minimum of eight thousand (8,000) square feet of lot area or one thousand (1,000) square feet per dwelling unit, whichever is greater and, if one (1) to three (3) habitable stories, shall provide at least twenty percent (20%) of the parcel in landscaped open space; if over four (4) habitable stories, shall provide at least fifty percent (50%) of the parcel in landscaped open space. Up to one-half (1/2) of the required open space may be in the form of balconies of at least four (4) feet wide on roofs developed and maintained as garden or recreation areas, but in no case shall space provided for off-street parking, loading or road access ways be counted as open space; and provided that the other permitted uses shall provide a parcel of land at least five thousand (5,000) square feet.

Single Family Homes:	§ 17-4-11 Single family home placement standards
Performance standards:	§ 17-4-4(b)
Outdoor Lighting	§ 17-4-52 Outdoor Lighting Performance Standards.
Off Street Parking	§ 17-4-43 Off-street parking non-residential.
Landscape:	Required. § 17-4-7
Public Sidewalks:	§ 17-4-44

Permitted Uses § 17-4-51(c)

Uses by right.

1. Accessory community garden
2. Accessory heliport, emergency medical
3. Art gallery
4. Assisted living facility
5. Beauty salon or barbershop
6. Bed and breakfast home
7. Bed and breakfast inn
8. Boarding-house
9. Child care center
10. Civic club
11. Home, Children
12. Home, Disabled
13. Home, elderly
14. Hospital
15. Manufactured home, one-family
16. Mixed Use
17. Museum
18. Office, general
19. Office, medical
20. Office, professional
21. Parking lot
22. Religious institution
23. Residence, condominium
24. Residence, multi-family
25. Residence, one-family
26. Residence, three and four family
27. Residence, townhouse
28. Residence, two-family (duplex)
29. Urgent care facility
30. Wedding facility

Uses by review.

1. Accessory commissary
2. Accessory drive-thru
3. Accessory emergency generator
4. Accessory pigeon and dove keeping
5. Adult day service center
6. Broadcasting studio
7. Catering service
8. Charitable institution
9. Commercial, established
10. Community center
11. Crematory
12. Financial institution
13. Funeral home
14. General service
15. Group care facility
16. Halfway house
17. Heliport, emergency medical
18. Hospice care facility
19. Instructional studio
20. Massage establishment
21. Mortuary
22. Nursing home
23. Parks, trails and open space
24. Public utilities
25. Recreation facilities, indoor
26. Restaurant
27. Restaurant, carry-out
28. School, trade
29. Student Housing
30. Theater, general

Conditional uses:

1. Accessory antenna
2. Accessory commercial patio
3. Accessory medical marijuana home cultivation
4. Accessory solar array
5. Artist studio
6. Child care home
7. Community garden
8. Development in floodplain
9. Home based business
10. Legal non-conforming uses
11. Live-work unit
12. Temporary construction yard
13. Temporary mobile food vendor
14. Temporary model home (sales office)

city of PUEBLO colorado

Planning & Community Development

211 East D Street | Pueblo, Colorado 81003 | Tel 719-553-2259 | Fax 719-553-2359 | TTY 719-553-2611 | www.pueblo.us

Planning & Zoning Map Amendment Application (Rezoning)

Please type or print clearly. Illegible applications will not be accepted. Case #: _____

Property Owner	
Name: Emery S. Chuckly	
Company: Pueblo Springs Apartments, LLC, a Colorado limited liability company	
Address: 5671 North Oracle Rd, Ste 1102, Tucson AZ	Zip: 85704
Phone: ( ) 520-742-2114	Email: echuckly@gmail.com
Applicant	
Name: same as owner	
Company:	
Address:	Zip:
Phone: ( )	Email:
Person or Firm Representing (If Different From) Owner or Applicant	
Name: Michael Cuppy	
Company: NorthStar Engineering and Surveying, Inc.	
Address: 111 E 5th Street, Pueblo CO.	Zip: 81003
Phone: ( ) 719-544-6823	Email: mcuppy@northstar-co.com
*The **applicant** will be the primary contact unless otherwise noted.*	

Project Location: 31st Street, S 1/2, NW 1/4, NW 1/4, section 22, T20S R65W
(address or general description)

Parcel# 522000056

Legal Description: S 1/2, NW 1/4, NW 1/4, Section 22, T20S, R65W

Subdivision: Pueblo Springs Apartments Sub Acreage: 15.01

Existing Zone District: A-1	**Proposed Zone District:** R-5

Purpose of this Application:

- ☑ To permit development of the property not allowed under the existing zone district.
- ☑ To provide proper zone district in conjunction with the subdivision plan for the area.
- ☐ In conjunction with the Annexation petition to annex the property in a use different than the existing Pueblo County Zoning.
- ☐ Other (specify):_____

(Continued from previous page)

Statement of Facts:
Justifying the zone change request. Be specific; use additional sheets if necessary.

The property is currenlty zoned A-1. This rezone to R-5 would allow the property to be developed as apartments which is the intended use. This rezone request will be followed by a subdivision of the annexed property to facilitate the proposed development.

Description of area surrounding proposed development:

The site lies south of the existing 31st Street with the Villas at Parkwest developement to the north side of 31st. Pueblo Blvd. lies to the west and undeveloped rangeland lies to the south and east.

A general description of the proposed development to the distance which will be affected; such description including subjects of environmental effect, economic effect and traffic effect, if any; and such description carried out in scope and detail to the extent needed to support the requested amendment and as may be required by the Planning and Zoning Commission.

Proposed development includes apartments and other various site improvements to support the apartments. Existing 31st Street has the capacity and utilities to support the developement. New detention/drainage facilities will be installed on-site at the time of development. This development is compatible with the existing adjacent development.

☑ A tentative site plan showing proposed structures, uses, open spaces, facilities for parking and loading and arrangements for pedestrian and vehicular circulation.

Estimated date for beginning project: End of 2021

Estimated date for completion of project: End of 2022

A statement reasonably indicating the applicant's economic responsibility and capability of accomplishing the development for which a zoning amendment is requested.

The applicant acknowledges the economic responsibility and has the capability of accomplishing the development for which the zoning amendment is requested.

☑ CD with DWF and DWG (Autocad) file of all plans and drawings & a PDF of all documents submitted. **(if applicable)**

By signing below, the Property Owner and Applicant are representing that each understands and agrees to the following terms:

1. Authorized personnel from the City of Pueblo, are hereby granted the right to enter the subject property for the purposes of reviewing and processing the application, including Certificate of Occupancy Inspections.

Office Use Only

Zoning Compliance (Completed by City Staff)	
Application received by:	Date:
Application checked for completeness by:	Date:
Case Manager:	Fee Paid:
Hearing date: ☐ Approved ☐ Denied ☐ Approved w/conditions	

2. There are no known hazards or vicious animals present on the subject property.
3. All information contained in this application, is true and accurate to the best of my knowledge.
4. The City of Pueblo is under no obligation to approve the request contained in this application. No promises of approval are conveyed with the acceptance of this application.

Property Owner		
Print Name:	EMERY S. CHUCKT	
Signature:		Date: Oct 6 2021
Applicant, if different from Property Owner		
Print Name:		
Signature:		Date:

Project Narrative
Pueblo Springs Apartments

The property is currently in the zoned A-1. This subdivision and zoning map amendment will be the next steps in developing a future multi-family apartment development adjacent to 31st Street. The site lies south of existing 31st Street with the Villas at Parkwest Apartments development adjacent to the north side of 31st Street. The site is currently undeveloped and the existing 31st Street roadway as existing infrastructure suitable for this proposed development.

EXHIBIT "B"
ZONING EXHIBIT

A PARCEL OF LAND IN THE NW 1/4 OF SECTION 22, TOWNSHIP 20 SOUTH, RANGE 65 WEST, OF THE 6TH P.M. IN THE COUNTY OF PUEBLO, STATE OF COLORADO

SCALE: 1" = 200'

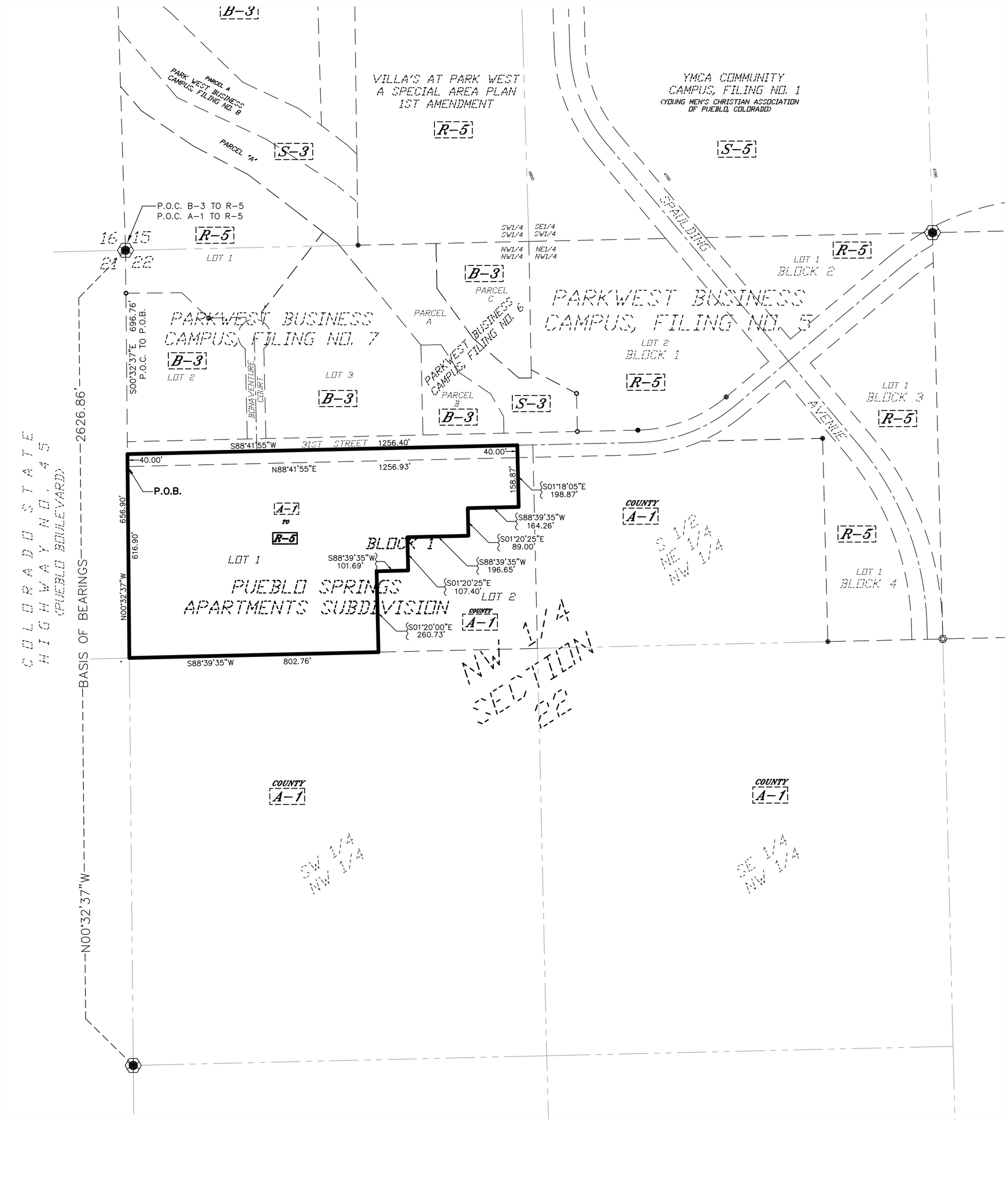
0 100' 200' 400'

LEGEND

- FOUND NO. 6 REBAR WITH 3 1/4" DIAMETER BRASS CAP, DEPARTMENT OF INTERIOR–BLM (APPROPRIATELY STAMPED)
- FOUND NO. 6 REBAR WITH 3 1/4" DIAMETER ALUMINUM CAP, (P.L.S. NO. 12933) (APPROPRIATELY STAMPED)
- FOUND NO. 4 REBAR WITH ORANGE PLASTIC CAP, (P.L.S. NO. 25869)
- FOUND NO. 4 REBAR WITH YELLOW PLASTIC CAP, (P.L.S. NO. 12933)
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- PROPOSED ZONING BOUNDARY
- A–1 EXISTING ZONING
- R–5 PROPOSED ZONING

BASIS OF BEARINGS:

THE WEST LINE OF NW 1/4 OF SECTION 22, T. 20 S,, R. 65 W, OF THE 6TH P.M. TO BEAR N. 00°32'37" W.



LAND DESCRIPTION

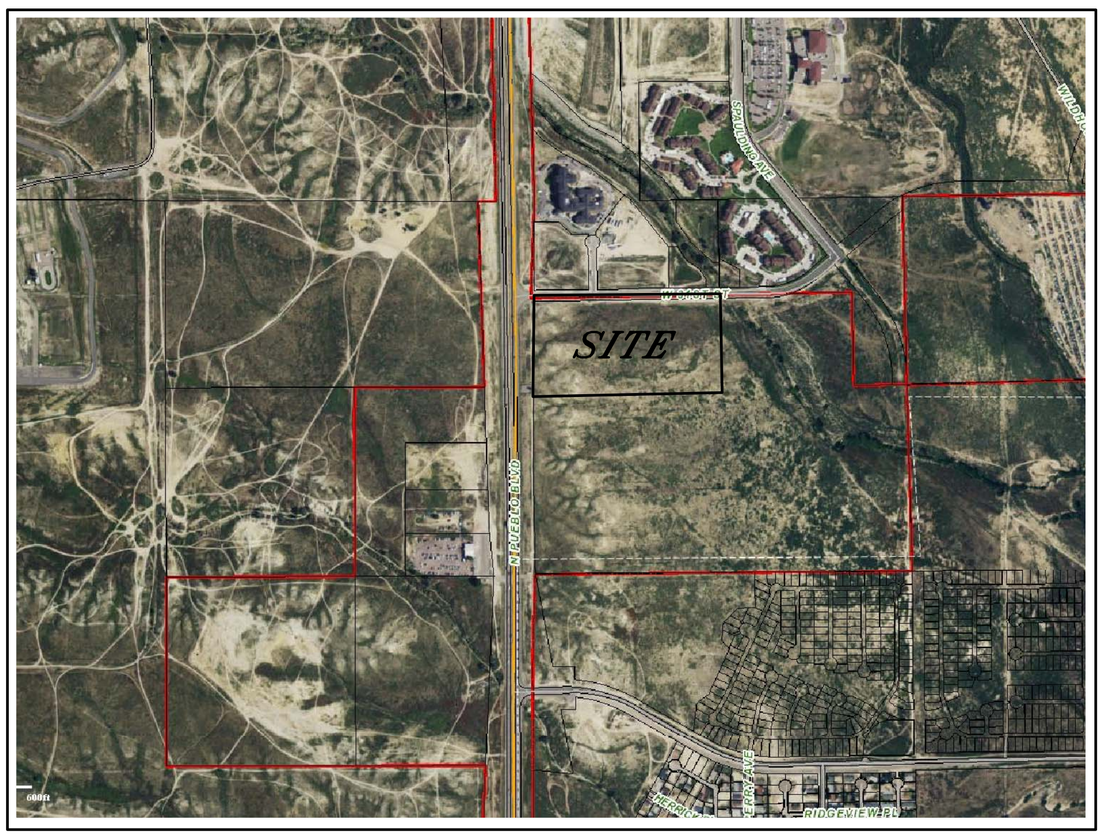
REZONE A–1 TO R–5

A portion of the South one–half of the Northwest one–quarter of the Northwest one–quarter of Section 22, Township 20 South, Range 65 West of the 6th P.M. and a portion of the South one–half of 31st Street as platted in Park West Business Campus, Filing No. 5, according to the recorded plat thereof, as filed for record on May 8, 2008 at Reception No. 1768305 in the County of Pueblo, State of Colorado, being more particularly described as follows:

Basis of Bearings: The West Line of the NorthWest one–quarter of Section 22, Township. 20 South, Range 65 West, of the 6TH Principal Meridian monumented with a number 6 rebar with a 3 1/4 inch diameter Brass Cap, to bear N. 00°32'37" W. and all bearings being relative thereto.

Commencing at Northwest corner of said Section 22, said point being on the west line of Park West Business Campus, Filing No. 7, according to the recorded plat thereof, as filed for record on March 16, 2012 at Reception No. 1901886 in the Pueblo County records and being on the east line of Colorado State Highway No. 45 as presently located; thence S. 00°32'37" E. along said the west line of said Section 22, the west line of said Park West Business Campus, Filing No. 7 and the east line of said Colorado State Highway No. 45, a distance of 696.76 feet to the south right–of–way line of 31st Street and the Point of Beginning; thence N. 00°32'37" W. along the said west line of Park West Business Campus, Filing No. 7, a distance of 40.00 feet to the center of 31st Street right–of–way; thence N. 88°41'55" E. along the said centerline of the right–of–way of 31st Street, a distance of 1,256.40 feet; thence S. 01°18'05" E., a distance of 198.87 feet; thence S. 88°39'35" W., a distance of 164.26 feet; thence S. 01°20'25" E., a distance of 89.00 feet; thence S. 88°39'35" W., a distance of 196.65 feet; thence S. 01°20'25" E., a distance of 107.40 feet; thence S. 88°39'35" W., a distance of 101.69 feet; thence S. 01°20'00" E., a distance of 260.73 feet to the south line of the South one–half of the Northwest one–quarter of the Northwest one–quarter of said Section 22; thence S. 88°39'35" W. along the south line of said South one–half, a distance of 802.76 feet to the Southwest corner of said South one–half and the east line of Colorado State Highway No. 45 as presently located; thence N. 00°32'37" W. along the west line of said South one–half and said east line of Colorado State Highway No. 45, a distance of 616.90 feet to the south right–of–way line of 31st Street and the Point of Beginning.

Containing 15.01 acres, more or less.



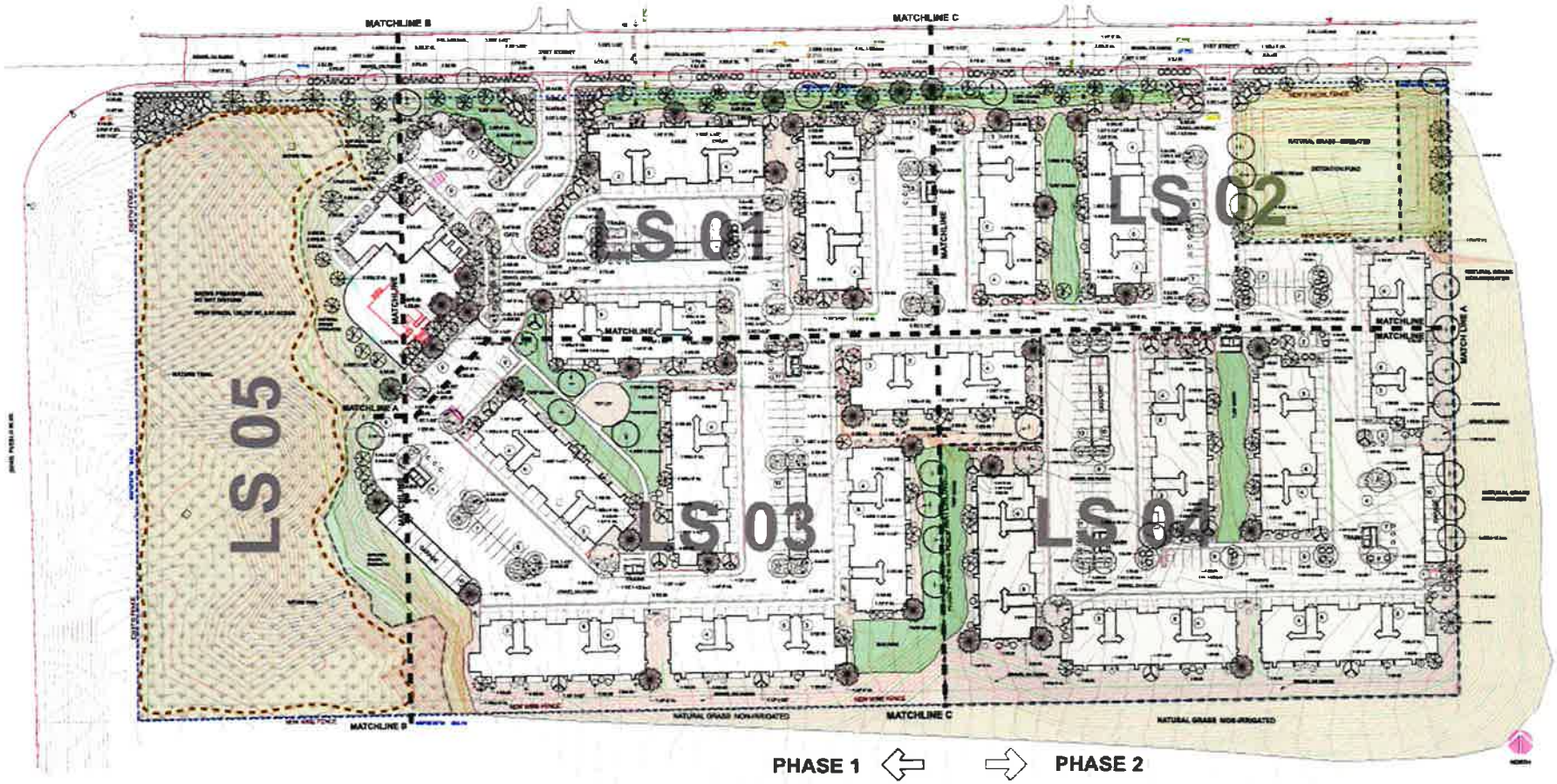
VICINITY MAP

NOT TO SCALE

PREPARED BY: NORTHSTAR ENGINEERING AND SURVEYING, INC.

LANDSCAPE TABLE OF CONTENTS

LS 00 - LANDSCAPE PLAN KEY
LS 01 - PLANTING PLAN SECTION 1 AT 1"=20'
LS 02 - PLANTING PLAN SECTION 2 AT 1"=20'
LS 03 - PLANTING PLAN SECTION 3 AT 1"=20'
LS 04 - PLANTING PLAN SECTION 4 AT 1"=20'
LS 05 - PLANTING PLAN SECTION 5 AT 1"=20'
LS 06 - PLANT/MATERIAL LIST & NOTES
LS 07 - INSTALLATION DETAILS



PHASE 1: LANDSCAPE REQUIREMENTS PER PUEBLO CODE 9 - 17-4-7 / LANDSCAPE PERFORMANCE STANDARDS

LANDSCAPE SETBACK:

SH 45 PUEBLO BLVD: 618.80 FT ON 617 LF
TOTAL LANDSCAPE SETBACK AREA: 6,170 SF

LANDSCAPE SETBACK REQUIREMENTS WERE WAIVED BY THE LANDUSE ADMINISTRATER.

W. 31ST STREET: 1,268.86 LF OR 1,257 LF
TOTAL LANDSCAPE SETBACK AREA: 12,570 SF

1 TREE/30LF = 46 TREES REQUIRED
46 TREES PROVIDED

5 SHRUBS/30LF = 200 SHRUBS REQUIRED
708 SHRUBS PROVIDED

70% LLM = 8,799 SF
70% LLM PROVIDED 8,800 SF

PARKING LOT LANDSCAPE:

MORE THAN 5 SPACES IN LINE REQUIRES AN ISLAND OR END CAPS
NO MORE THAN 10 TO 15 CONSECUTIVE SPACES ARE ALLOWED WITHOUT ISLAND OR END CAPS.

MINIMUM DIMENSION OF ISLAND/END CAP IS 9 FT X 18 FT
(1) SHADE TREE AND (4) SHRUBS REQUIRED PER ISLAND.
ISLANDS LARGER REQUIRE ADDITIONAL SHRUB PER ADD 25 SF

(36) SHADE TREES REQUIRED
(36) SHADE TREES PROVIDED

(144) SHRUBS REQUIRED.
(148) SHRUBS PROVIDED.

PARKING LOT SCREEN:

(24) SHRUBS AT PARKING CONTIGUOUS WITH STREET
24 SHRUBS PROVIDED.

LANDSCAPE OPEN SPACE: (LOS)

ZONE DISTRICT R-3,
20% LOS REQUIRED
70% LLM REQUIRED

TOTAL AREA: 603,450 SF
REQUIRED 20% LOS: 120,690 SF

PROVIDED 20% LOS:

BALCONIES: 16,916 SF
SWIMMING POOL: 6,516 SF
LANDSCAPE/GRASS: 97,951 SF
TOTAL LOS PROVIDED: 120,982

* 70% LLM REQUIRED: 46,966 SF
1 TREE/1,000 SF LOS: 97 TREES REQUIRED/PROVIDED.

LAWN AND NATURAL GRASS AREA = 104,971 SF

NATIVE PRESERVE AREA. LANDSCAPE OPEN SPACE FOR PHASE 1 & 2 = 2.97 AC.

PHASE 2: LANDSCAPE REQUIREMENTS PER PUEBLO CODE 9 - 17-4-7 / LANDSCAPE PERFORMANCE STANDARDS

LANDSCAPE SETBACK:

W. 31ST STREET: 56.00 LF
TOTAL LANDSCAPE SETBACK AREA: 560 SF

1 TREE/30LF = 1 TREES REQUIRED
5 SHRUBS/30LF = 5 SHRUBS REQUIRED
70% LIVING LANDSCAPE MATERIAL = 392 SF
100% LLM PROVIDED

PARKING LOT SCREEN:

NO PARKING CONTIGUOUS WITH STREET

PARKING LOT LANDSCAPE:

MORE THAN 5 SPACES IN LINE REQUIRES AN ISLAND OR END CAPS
NO MORE THAN 10 TO 15 CONSECUTIVE SPACES ARE ALLOWED WITHOUT ISLAND OR END CAPS.

MINIMUM DIMENSION OF ISLAND/END CAP IS 9 FT X 18 FT
(1) SHADE TREE AND (4) SHRUBS REQUIRED PER ISLAND.
ISLANDS LARGER REQUIRE ADDITIONAL SHRUB PER ADD 25 SF

(16) SHADE TREES REQUIRED
(16) SHADE TREES PROVIDED

(72) SHRUBS REQUIRED
(72) SHRUBS PROVIDED.

LANDSCAPE OPEN SPACE: (LOS)

ZONE DISTRICT R-5, 20% LOS, 70% LLM REQUIRED

TOTAL AREA: 304,728 SF
REQUIRED 20% LOS: 60,945 SF

PROVIDED 20% LOS.

BALCONIES: 6,486 SF
LANDSCAPE/GRASS: 51,349 SF
TOTAL LOS PROVIDED: 60,945 SF

*70% LLM REQUIRED: 31,340 SF
1 TREE/1,000 SF LOS: 61 TREES REQUIRED/PROVIDED.

NATIVE PRESERVE AREA. LANDSCAPE OPEN SPACE FOR PHASE 1 & 2 = 2.97 AC.

WJZ Enterprises, LLC
Landscape Architecture
11 Temple Drive
Pueblo, CO 81005
(719) 320-8483

SHEET DESCRIPTION:
LANDSCAPE PLAN

PUEBLO SPRINGS APARTMENTS
Northeast Corner N. Pueblo Blvd. & West 31st St.

REVISIONS:
1st SUB 11-26-21

DATE:
5/16/2021

JOB NUMBER:
00001

DRAWN BY:
WJZ

CHECKED BY:
WJZ

SCALE:
NA

SHEET:
LS 00

November 22, 2021

This is to inform you that the City Planning and Zoning Commission will hold a public hearing on a request by **Emery Chuckly, Pueblo Springs Apartments, LLC** for the approval of the following application(s):

S-21-09 Pueblo Springs Apartments Subdivision: the subdivision of approximately eighteen (18.55) acres into two lots generally located southeast of the intersection of W. Pueblo Blvd and 31st Avenue.

Z-21-18: Pueblo Springs Apartments Rezoning approximately eighteen (18.55) acres generally located southeast of the intersection of W. Pueblo Blvd and 31st Avenue currently zoned A-1 being rezoned to R-5 (Multiple Residential and Office District).

The Planning and Zoning Commission meeting will be held on December 8, 2021, at 3:30 p.m., by Zoom: Meeting ID:927 1786 7722, Passcode: 195462, Telephone: 1 346 248 7799 US (Houston)) or in-person at 1 City Hall Pl (3rd Floor City Council Chambers). You are welcome to attend this public hearing and express your viewpoint concerning this proposal. To review the plans and staff report for the proposed application, please visit www.pueblo.us/PandZ and click on "Most Recent Agenda" no sooner than the Friday prior to the hearing. **Please contact the planner listed below if you have questions.**

Scott Hobson, Director
Planning & Community Development
Wade Broadhead, Planner
(719) 553-2280

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Scott Hobson, Director
Planning & Community Development
Wade Broadhead, Planner
(719) 553-2280

CASE NUMBER Z-21-18

CERTIFICATION

I hereby certify that I did this day cause written notice of the public hearing on the proposed Zoning Map Amendment of the property located at Pueblo Springs Apartments to be sent to the attached list of owners of the real property lying within three hundred (300) feet of the said property on which the Zoning Map Amendment is proposed by depositing the same properly addressed and postage paid in the post office, as set forth in the Code of Ordinances, Section 17-6-2.

11-23-21
(Date)

PUEBLO PLANNING & ZONING COMMISSION

By KAREN ELGIN

I hereby certify that I did this day verify and photograph the posted notice of the public hearing on the Zoning Map Amendment of the property located at Pueblo Springs Apartments, upon which action is pending as set forth in the Code of Ordinances, Section 17-6-2.

(Date)

PUEBLO PLANNING & ZONING COMMISSION

By KAREN ELGIN

Owner	OwnerStree	OwnerCity	Own	OwnerZip
C H H LLC + QWANZO LLC + C/O THOM/	102 N CASCADE AVE ST	COLORADO SPRIN	CO	80903-1409
VILLAS AT PARK WEST I LP + VILLAS AT P	1603 LBJ FWY STE 800	DALLAS	TX	75234-6061
HAYES ELAINE R TR + RUBERSON BR +	4016 RIDGE DR	PUEBLO	CO	81008-1720
PUEBLO SPRINGS APARTMENTS, LLC + C	5671 N ORACLE RD STE	TUCSON	AZ	85704-3855

BACKGROUND PAPER FOR PROPOSED ORDINANCE

COUNCIL MEETING DATE: May 9, 2022

TO: President Heather Graham and Members of City Council

CC: Nicholas A. Gradisar, Mayor

VIA: Marisa Stoller, City Clerk

FROM: Scott Hobson, Acting Director of Planning and Community Development

SUBJECT: AN ORDINANCE APPROVING THE PUEBLO SPRINGS APARTMENTS SUBDIVISION

SUMMARY:

The applicant is requesting to create an 18.55-acre, two lot subdivision for the purposes of constructing an apartment complex.

PREVIOUS COUNCIL ACTION:

City Council approved Ordinance No. 10055 on November 22, 2021.

BACKGROUND:

Pueblo Springs Apartments development is located at the intersection of Pueblo Boulevard and West 31st Street. The subject property was annexed and zoned to A-1 as a holding zone until development plans were finalized (via rezoning case Z-21-12). The applicant is proposing to create a two-lot subdivision for multifamily residential development, which will be constructed in two phases. The initial phase will be constructed on Lot 1. The property slopes from Pueblo Boulevard to the east. A substantial small hill/bluff buffers the property from Pueblo Boulevard and will be retained as open/natural area. The proposed development has no internal streets, so a 20-foot public utility and sanitary sewer easement has been added to the plat to ensure access to all proposed apartment buildings and utilities. Lot Two will have a relatively narrow frontage along 31st Street and the plat shows this area will be obstructed by a stormwater retention pond, so the applicant has added a 20-foot access easement to Lot 2 through the easterly portion of Lot 1. The owner is requesting deferred filings for construction plans and profiles, offsite easements, and the Subdivision Improvement Agreement. The applicant is requesting a waiver for fees in lieu of park dedication based on the onsite amenities (which include a clubhouse, pool, and grassed open space) and preservation of open space on the western side of the parcel. The fee waiver Resolution will be presented to City Council on December 13, 2021.

FINANCIAL IMPLICATIONS:

There are no financial implications for the City.

BOARD/COMMISSION RECOMMENDATION:

The Planning and Zoning Commission, at their December 8, 2021 Regular Meeting, voted 7-0 to recommend approval.

STAKEHOLDER PROCESS:

The Planning Department sent out Notice of the Planning and Zoning Commission Public Hearing to all property owners located within 300 feet of the subject property.

ALTERNATIVES:

If City Council does not approve this Ordinance, the site will not be resubdivided which will impede development of the site.

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

RECOMMENDATION:

Approval of the Ordinance.

Attachments:
Proposed Ordinance.
Minutes of the Planning and Zoning Commission December 8, 2021 Public Hearing
Memorandum from the Department of Public Works Dated April 26, 2022
Planning and Zoning Commission Staff Report with Attachments and Exhibits

ORDINANCE NO. 10182

AN ORDINANCE APPROVING THE PUEBLO SPRINGS APARTMENTS SUBDIVISION

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

SECTION 1.

The final plat of the Pueblo Springs Apartments Subdivision, being a subdivision of land legally described as:

PUEBLO SPRINGS APARTMENTS SUBDIVISION
LAND DESCRIPTION

A portion of the South one-half of the Northwest one-quarter of the Northwest one-quarter of Section 22, Township 20 South, Range 65 West of the 6th P,M. in the County of Pueblo, State of Colorado, being more particularly described as follows:

Basis of Bearings: The West Line of the NorthWest one-quarter of Section 22, Township. 20 South, Range 65 West, of the 6TH Principal Meridian monumented with a number 6 rebar with a 3 1/4 inch diameter Brass Cap, to bear N. 00°32'37" W. and all bearings being relative thereto.

Commencing at Northwest corner of said Section 22, said point being on the west line of Park West Business Campus, Filing No. 7, according to the recorded plat thereof, as filed for record on March 16, 2012 at Reception No. 1901886 in the Pueblo County records and being on the east line of Colorado State Highway No. 45 as presently located; thence S. 00°32'37" E. along said the west line of said Section 22, the west line of said Park West Business Campus, Filing No. 7 and the east line of said Colorado State Highway No. 45, a distance of 696.76 feet to the south right-of-way line of 31st Street and the Point of Beginning; thence N. 88°41'55" E. along the said south right-of-way line of 31st Street, a distance of 1,306.93 feet to the east line of the South one-half of the Northwest one-quarter of the Northwest one-quarter of said Section 22; thence S. 01°18'05" E. along said east line of the said South one-half, a distance of 615.96 feet to the Southeast corner of the said South one-half; thence S. 88°39'35" W. along the south line of the said South one-half, a distance of 1,315.09 feet to the Southwest corner of said South one-half and the east line of Colorado State Highway No. 45 as presently located; thence N. 00°32'37" W. along the west line of said South one-half and said east line of Colorado State Highway No. 45, a distance of 616.90 feet to the Present City limits line and the Point of Beginning.

Containing 18.55 acres, more or less

attached hereto, is hereby approved. All dedicated streets, utility and drainage easements, rights-of-way and land set aside for public sites, parks and open spaces shown and dedicated on said plat are hereby accepted for public use.

SECTION 2.

The acceptance of such dedicated streets, rights-of-way, utility and drainage easements, public sites, parks and open spaces by the City does not obligate the City to maintain or repair same until such streets, rights-of-way, utility and drainage easements, public sites, parks and open spaces have been constructed and installed in compliance and in accordance with the requirements and provisions of Chapter 4, Title XII of the Pueblo Municipal Code, as amended and any agreement entered into pursuant thereto.

SECTION 3.

Neither the adoption of this Ordinance nor the requirements imposed hereby shall create any duty or obligation of any person, firm, corporation, or other entity with regard to the enforcement or nonenforcement of this Ordinance or the City's Subdivision Ordinances and regulations. No person, firm, corporation, or other entity shall have any private right of action, claim or demand against the City or its officers, employees or agents, for any injury, damage or liability arising out of or in any way connected with the adoption, enforcement, or nonenforcement of this Ordinance or the Subdivision Ordinance and Regulations of the City, or the engineering, surveying, drainage improvement or other work or improvements required thereby. Nothing in this Ordinance or in the City's subdivision Ordinances and regulations shall create or be construed to create any claim, demand or liability against the City or its officers, employees or agents, or to waive any of the immunities, limitations on liability, or other provisions of the Colorado Governmental Immunity Act, Section 24-l0-l0l, et seq. Colorado Revised Statutes, or to waive any immunities or limitations on liability otherwise available to the City or its officers, employees or agents.

SECTION 4.

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

SECTION 5.

This Ordinance shall be approved upon final passage but shall not become effective until: (a) all information, documents, drawings, profiles, and plat required by Chapter 4 of Title XII of the Pueblo Municipal Code meeting and complying with the subdivision requirements of the City with such modifications, if any, approved by City Council, have been filed with and approved by the Director of Public Works, and (b) the final subdivision plat is recorded in the office of the Pueblo County Clerk and Recorder. If any such filings and approvals have been deferred pursuant to Section 12-4-5(b)(2) of the Pueblo Municipal Code and are not for any reason filed and approved within one (1) year after final passage of this Ordinance, or within any extended period granted by Resolution of the City Council, this Ordinance shall automatically be rescinded and repealed thirty (30) days after written notice of such rescission and repeal is given to the Subdivider. No vested rights shall accrue to the subdivision or be acquired until this Ordinance becomes effective.

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 May 9, 2022.

Final adoption of Ordinance by City Council on May 23, 2022.

President of City Council

Action by the Mayor:

☒ Approved on May 26, 2022.

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

_____
President of City Council

ATTEST

_____
Deputy City Clerk

PUEBLO SPRINGS APARTMENTS

A PARCEL OF LAND IN THE S 1/2 OF THE NW 1/4 OF THE NW 1/4 OF SECTION 22, TOWNSHIP 20 SOUTH, RANGE 65 WEST OF THE 6TH P.M. IN THE COUNTY OF PUEBLO, STATE OF COLORADO

– DEDICATION –

KNOW ALL MEN BY THESE PRESENTS: That Pueblo Springs Apartments, LLC, a Colorado Limited Liability Company c/o Emery Chukly, Manager of ESH Development, LLC, a Colorado Limited Liability Company being sole owner of the following property:

All of the South one–half of the Northwest one–quarter of the Northwest one–quarter of Section 22, Township 20 South, Range 65 West of the 6th P.M., being more particularly described as follows:

Considering the west line of the Northwest one–quarter of Section 22, Township 20 South, Range 65 West of the 6th P.M. to bear N. 00°32'37" W., and all bearings contained herein being relative thereto.

Commencing at Northwest corner of said Section 22, said point being on the west line of Park West Business Campus, Filing No. 7, according to the recorded plat thereof, as filed for record on March 16, 2012 at Reception No. 1901886 in the Pueblo County records and being on the east line of Colorado State Highway No. 45 as presently located; thence S. 00°32'37" E. along said the west line of said Section 22, the west line of said Park West Business Campus, Filing No. 7 and the east line of said Colorado State Highway No. 45, a distance of 696.75 feet to the South right–of–way line of 31st Street as platted in Park West Business Campus, Filing No. 5, according to the recorded plat thereof, as filed for record on May 8, 2008 at Reception No. 1768305 in the County of Pueblo, State of Colorado and the Point of Beginning; thence N. 88°41'55" E. along the said South right–of–way line, a distance of 1,306.93 feet to the east line of the South one–half of the Northwest one–quarter of the Northwest one–quarter of said Section 22; thence S. 01°18'05" E. along said east line of the said South one–half, a distance of 615.96 feet to the Southeast corner of the said South one–half; thence S. 88°39'35" W. along the south line of the said South one–half, a distance of 1,315.09 feet to the Southwest corner of said South one–half and the east line of Colorado State Highway No. 45 as presently located; thence N. 00°32'37" W. along the west line of said South one–half and said east line of Colorado State Highway No. 45, a distance of 616.90 feet to the said Centerline and the Point of Beginning.

Containing 18.55 acres, more or less.

Have caused the aforegoing described property to be surveyed, platted and subdivided into lots, and a block and has shown hereon certain easements for public utility, sanitary sewer, detention and ingress/egress the same to be numbered, platted, subdivided, dimensioned as shown on the annexed plat, for the purpose of creating a subdivision to be known as PUEBLO SPRINGS APARTMENTS SUBDIVISION.

All public utility, sanitary sewer, detention, and ingress/egress easements shown hereon are hereby dedicated to the public for perpetual use. With respect to all easements for City utilities, including but not limited to sanitary and storm water services and whether designated as a drainage easement, detention easement, public utility easement or otherwise hereon, the City of Pueblo shall have the right without the necessity at any time of procuring the consent or permission of anyone, to remove any building, fence, tree, street or other improvement or growth located upon such easement that may in any way endanger or interfere with the construction, reconstruction, maintenance, inspection or removal of all or any parts of said City utilities and to recover the costs thereof, plus an administrative charge of 15% from said owner(s).

Drainage facilities located within drainage and/or detention easements shown hereon shall be installed, repaired, and maintained in good working order and condition by the owner(s) of all the lots within the subdivision and said lots shall be subject to the terms and conditions of the Stormwater Facility Maintenance Agreement dated _____ and filed contemporaneously with the annexed plat. The City of Pueblo is hereby granted the right but not the obligation in its discretion to maintain, repair, or replace the drainage facilities within such easements and to recover the costs thereof, plus administrative expenses from said owner(s).

IN WITNESS WHEREOF, Emery Chukly, Manager of ESH Development, LLC, a Colorado Limited Liability Company c/o Pueblo Springs Apartments, LLC sets his hand and seal this _____, day of _____, _____A.D.:

ESH Development, LLC
a Colorado Limited Liability Company
as manager of
Pueblo Springs Apartments, LLC
a Colorado Limited Liability Company

_____
Emery Chukly, Manager of ESH Development, LLC

STATE OF _____)
)SS
COUNTY OF_____)

I,_____, a Notary Public in and for the County of _____, State of _____, do hereby certify that Emery Chukly, Manager of ESH Development, LLC, a Colorado Limited Liability Company as manager of Pueblo Springs Apartments, LLC, a Colorado Limited Liability Company who is personally known to me to be the identical person who signed the aforegoing dedication, appeared before me this day in person and acknowledged the execution thereof to be her free and voluntary act for the uses and purposes therein set forth as the deed of said Limited Liability Company.

WITNESS my hand and notarial seal this _____, day of _____, _____A.D.:

My Commission Expires:
Address:

_____ _____
Notary Public Date

– SURVEYOR'S CERTIFICATION –

This is to certify that we have prepared the annexed plat and that it complies with the minimum standards for Land Survey Plats as set forth in Section 38–51–106 Et. Seq., C.R.S. 1994 (as amended). We have performed the accompanying survey and it was conducted by me or under my responsible charge. All lines and dimensions are correctly shown hereon to the best of my knowledge and belief.

Date:

NORTHSTAR ENGINEERING AND SURVEYING, INC.
111 E. 5th Street
Pueblo, CO 81003

By: _____
Michael Leland Cuppy,
Colorado Registered Professional
Land Surveyor No. 38485
For and on Behalf of
NorthStar Engineering and Surveying, Inc.

– IMPROVEMENT CERTIFICATION –

This is to certify that the Subdivider has complied with Alternate No. 4 of Section 12–4–7(J) (1) and with Section 12–4–5 (b), of the 1971 Code of Ordinances, City of Pueblo, County of Pueblo, State of Colorado.

_____ _____
Director of Public Works Date

– PLANNING COMMISSION CERTIFICATION –

This is to certify that this subdivision was approved by the Planning Commission of the City of Pueblo, County of Pueblo, State of Colorado.

_____ _____
Chairperson Planning Commission Date

– NOTICE –

NOTICE is hereby given that acceptance of this platted subdivision by the City of Pueblo, does not constitute an acceptance of the dedicated public roads, park, and other public improvements for maintenance by the City. Until such dedicated public roads and other parks and public improvements meet the requirements, standards, and specifications, of the City, its subdivision ordinance, and where appropriate, its Park's Department specifications, and such are specifically approved and accepted in writing by the City Director of Public Works and where applicable, the City Director of Parks and Recreation, the maintenance, construction and all other matters pertaining to or affecting said dedicated public roads, parks and other public improvements and rights–of–way are the sole responsibility of the Subdivider or any subsequent owner(s) of the land within this subdivision. City does not accept the private roads, easements and facilities dedicated hereon, nor shall the City be obligated to maintain, construct or repair such private roads, easements, and facilities.

* * * * * * * * * * * * * *

– APPROVAL FOR RECORDING –

Approved by City Council of Pueblo, Colorado, by Ordinance No. _____.

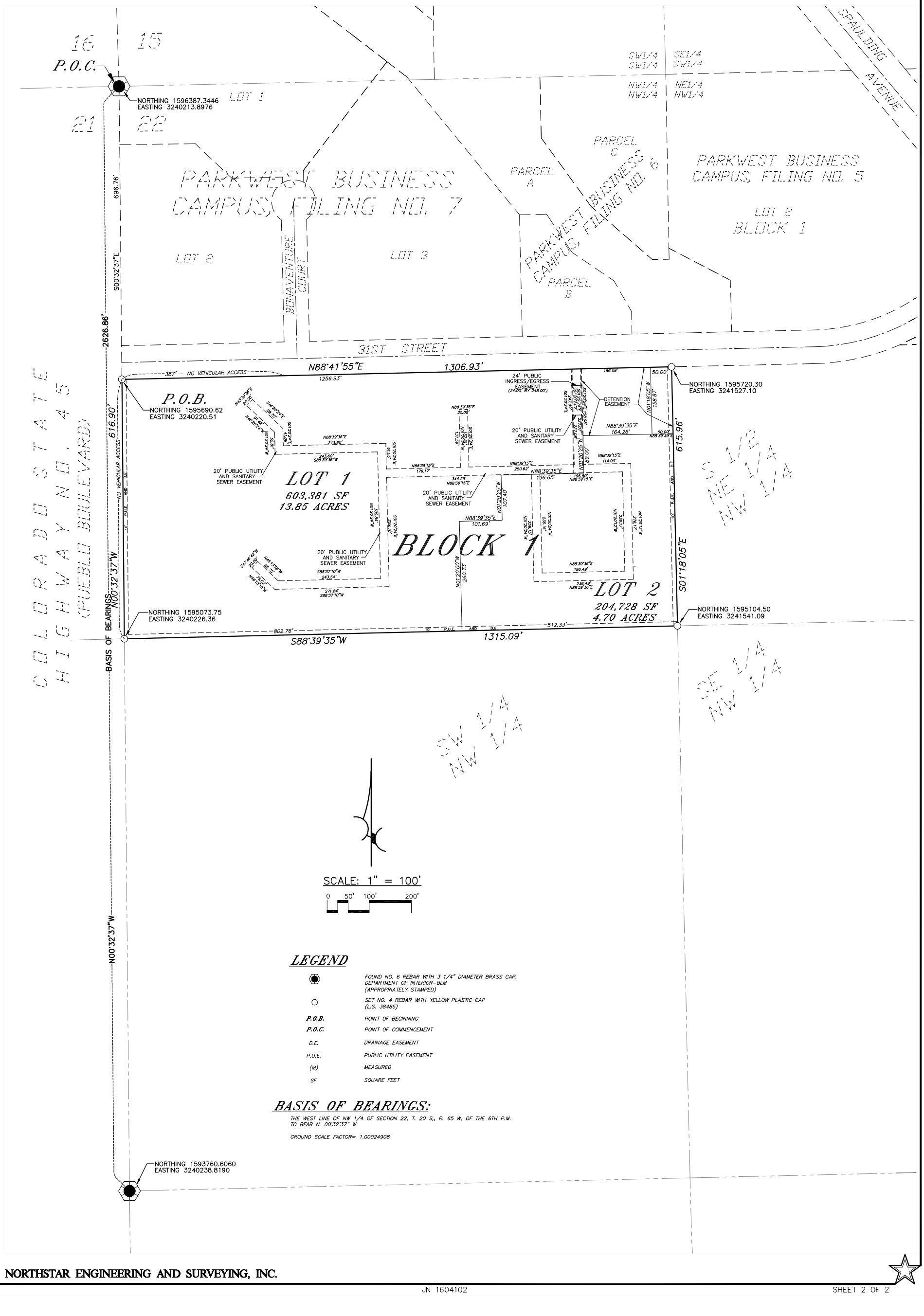
This is to certify that the plat of PUEBLO SPRINGS APARTMENTS has been approved for recording in the office of the Pueblo County Clerk and Recorder of Pueblo County, Colorado.

_____ _____
City Clerk Date

PREPARED BY: NORTHSTAR ENGINEERING AND SURVEYING, INC.

PUEBLO SPRINGS APARTMENTS SUBDIVISION

A PARCEL OF LAND IN THE S 1/2 OF THE NW 1/4 OF THE NW 1/4 OF SECTION 22, TOWNSHIP 20 SOUTH, RANGE 65 WEST OF THE 6TH P.M. IN THE COUNTY OF PUEBLO, STATE OF COLORADO



LEGEND

⬢	FOUND NO. 6 REBAR WITH 3 1/4" DIAMETER BRASS CAP, DEPARTMENT OF INTERIOR–BLM (APPROPRIATELY STAMPED)
○	SET NO. 4 REBAR WITH YELLOW PLASTIC CAP (L.S. 38485)
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
D.E.	DRAINAGE EASEMENT
P.U.E.	PUBLIC UTILITY EASEMENT
(M)	MEASURED
SF	SQUARE FEET

BASIS OF BEARINGS:

THE WEST LINE OF NW 1/4 OF SECTION 22, T. 20 S,, R. 65 W, OF THE 6TH P.M. TO BEAR N. 00°32'37" W.

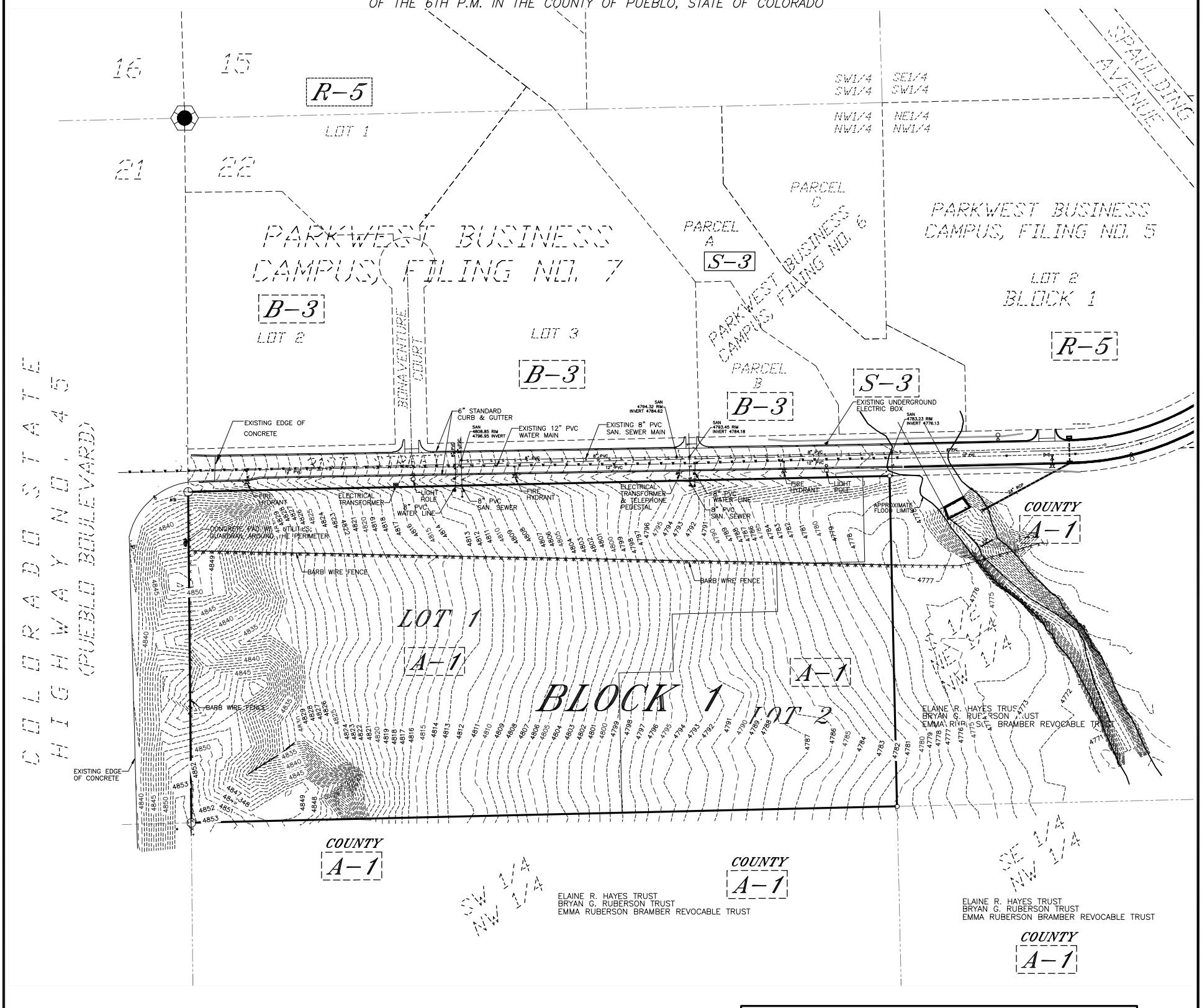
GROUND SCALE FACTOR= 1.00024908

PREPARED BY: NORTHSTAR ENGINEERING AND SURVEYING, INC.

SUPPLEMENTAL MAP OF:

PUEBLO SPRINGS APARTMENTS SUBDIVISION

A PARCEL OF LAND IN THE S 1/2 OF THE NW 1/4 OF THE NW 1/4 OF SECTION 22, TOWNSHIP 20 SOUTH, RANGE 65 WEST OF THE 6TH P.M. IN THE COUNTY OF PUEBLO, STATE OF COLORADO



SCALE: 1" = 100'

0 50' 100' 200'

BENCHMARK:

FOUND NGS MARKER JK0978 (W 430 1984)
STAINLESS STEEL ROD W/O SLEEVE
NORTHING: 1596445.57
EASTING: 3240211.01
NAVD 88 ELEVATION= 4824.74

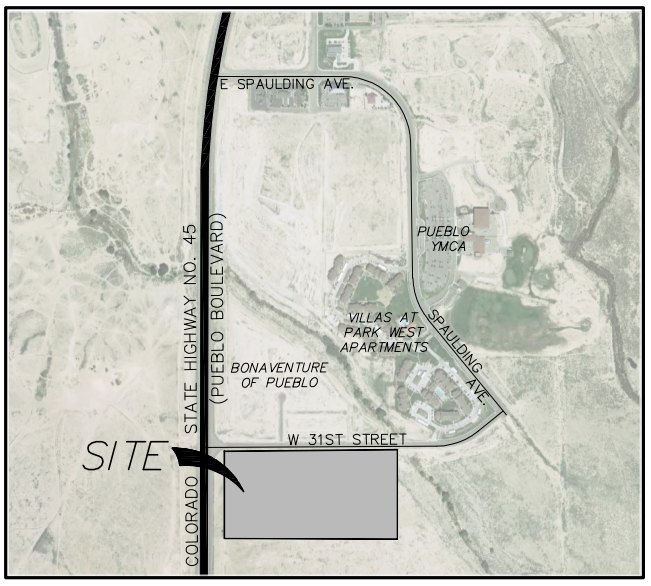
NOTES:

1.) FOR CORRECT LOT INFORMATION REFER TO SUBDIVISION PLAT.

2.) LOCATION OF UNDERGROUND UTILITIES SHOWN HEREON PER ON-SITE UTILITY LOCATES AND UTILITY COMPANY RECORDS. ABOVE GROUND EVIDENCE OF UTILITIES SHOWN HEREON BY ACTUAL ON-SITE FIELD LOCATION COMPLETED ON (07-19-2017).

LEGEND:

▲	FOUND MONUMENT BOX	—G—	GAS
⊗	FOUND #4 REBAR w/ PLASTIC CAP – ILLEGIBLE	—S—	SANITARY SEWER
●	FOUND #4 REBAR WITH CAP – L.S. 12368	—STM—	STORM SEWER
◉	FOUND 2 1/2" DIA. ALUMINUM CAP – L.S. 10402	—W—	WATER
○	SET NO. 4 REBAR WITH YELLOW PLASTIC CAP (L.S. 38485)	—E—	ELECTRIC LINE (UNDERGROUND)
⊙	SET PK NAIL w/ SHINER (L.S. 38485)	—OHW—	OVERHEAD WIRES
A-1	CURRENT ZONING	GV	GAS VALVE
ENC.	ENCROACHMENT	WV	WATER VALVE
(M)	MEASURED		FIRE HYDRANT
(D)	DEED	WM	WATER METER
SF	SQUARE FEET	EM	ELECTRIC METER
		EV	ELECTRICAL VAULT
		GM	GAS METER
			STREET LIGHT
			GUY POLE
			POWER POLE
		SAN	SANITARY SEWER MANHOLE
		STM	STORM SEWER MANHOLE
		W	WATER MANHOLE
		—X—X—	BARBWIRE FENCE
		—o—	SIGN
		4805	EXISTING CONTOUR (5 FOOT)
		4813	EXISTING CONTOUR (1 FOOT)



VICINITY MAP
NOT TO SCALE

OWNER/ SUBDIVIDER:

EMERY CHUKLY
MANAGER OF ESH DEVELOPMENT, LLC
PUEBLO SPRINGS APARTMENTS, LLC
5671 NORTH ORACLE ROAD, SUITE 1102
TUCSON, ARIZONA 85704
(520) 742-2114

ENGINEERS AND SURVEYORS:

NORTHSTAR ENGINEERING AND SURVEYING, INC.
111 E. 5TH STREET
PUEBLO, COLORADO
SEPTEMBER 27, 2021

PREPARED BY: NORTHSTAR ENGINEERING AND SURVEYING, INC.

PREPARED UNDER THE DIRECT SUPERVISION OF
MICHAEL LELAND CUPPY, PROFESSIONAL LAND SURVEYOR
COLORADO REGISTRATION NO. 38485
FOR AND ON BEHALF OF NORTHSTAR ENGINEERING & SURVEYING, INC.

UTILITY MAP OF:

PUEBLO SPRINGS APARTMENTS SUBDIVISION

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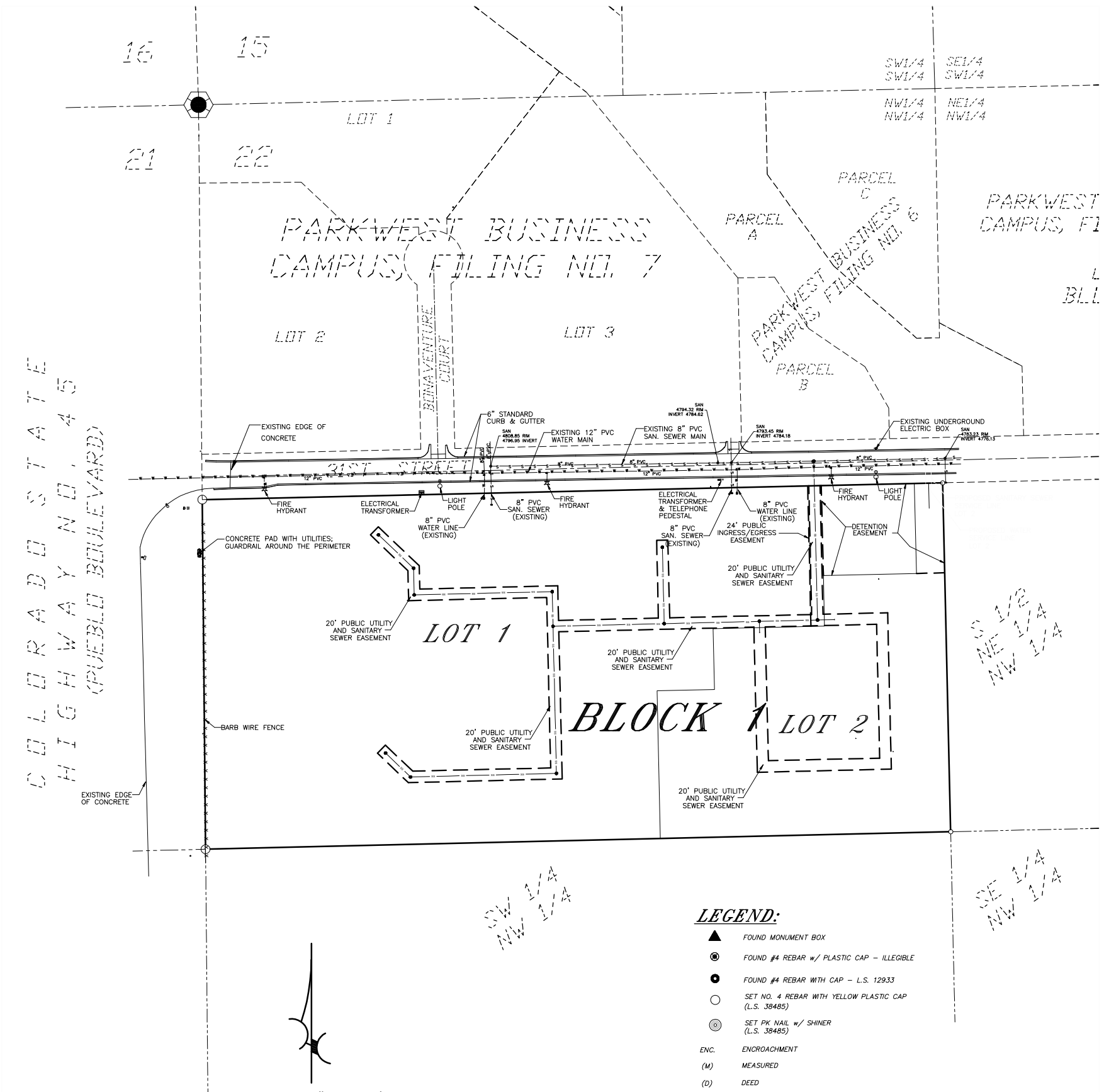

SCALE: 1" = 100'

0 50' 100' 200'

LEGEND:

- FOUND MONUMENT BOX
- FOUND #4 REBAR w/ PLASTIC CAP – ILLEGIBLE
- FOUND #4 REBAR WITH CAP – L.S. 12933
- SET NO. 4 REBAR WITH YELLOW PLASTIC CAP (L.S. 38485)
- SET PK NAIL w/ SHINER (L.S. 38485)
- ENC. ENCROACHMENT
- (M) MEASURED
- (D) DEED
- —G— GAS
- —SAN— SANITARY SEWER
- —STM— STORM SEWER
- —W— WATER
- —E— ELECTRIC LINE (UNDERGROUND)
- —OHW— OVERHEAD WIRES
- GV GAS VALVE
- WV WATER VALVE
- FIRE HYDRANT
- WM WATER METER
- EM ELECTRIC METER
- EV ELECTRICAL VAULT
- GM GAS METER
- STREET LIGHT
- GUY POLE
- POWER POLE
- SAN SANITARY SEWER MANHOLE
- STM STORM SEWER MANHOLE
- W WATER MANHOLE
- —X—X— BARBWIRE FENCE
- —o— SIGN

BENCHMARK:

FOUND NGS MARKER JK0978 (W 430 1984)
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NOTES:

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PREPARED BY: NORTHSTAR ENGINEERING AND SURVEYING, INC.

PREPARED UNDER THE DIRECT SUPERVISION OF
MICHAEL LELAND CUPPY, PROFESSIONAL LAND SURVEYOR
COLORADO REGISTRATION NO. 38485
FOR AND ON BEHALF OF NORTHSTAR ENGINEERING & SURVEYING, INC.

JN 1604100

SHEET 1 OF 1

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Bob Schilling
City Council Representative

city of PUEBLO colorado
Planning & Zoning Commission

Christopher Pasternak

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

MINUTES OF REGULAR MEETING
City of Pueblo, Colorado
Wednesday, December 8, 2021 – 3:30 p.m.
City Council Chambers, 1 City Hall Place

Join Zoom Meeting online:
https://pueblo.zoom.us/j/92717867722?pwd=WUdnaHVGbnlCdHRrUHNFZnpPWG1Ydz09

Join Zoom Meeting by phone:
+1 669 900 6833 US (San Jose)
+1 346 248 7799 US (Houston)
Online and phone Meeting ID and Password:
Meeting ID: 927 1786 7722
Passcode: 195462

MEETING CALLED TO ORDER

The meeting was called to order at 3:30 p.m. with Commissioner Castellucci presiding.
The meeting was held at City Council Chambers, 1 City Hall Place, commissioners, applicants, and the public participated in person and via Zoom.

Commissioners Present: Mike Castellucci, Patrick Avalos, Cheryl Spinuzzi, Alexandra Aznar, Christopher Pasternak, Bob Schilling, and Lisa Bailey.

Commissioners Absent: none

Staff Members Present: Dan Kogovsek, City Attorney; Scott Hobson, Acting Director for Department of Planning and Community Development; Beritt Odom, Principal Planner; Wade Broadhead, Planner; Bart Mikitowicz, Planner; Danielle Baxter, Planner; and Joe Martellaro, Associate Engineer II.

APPROVAL OF AGENDA

A Motion was made by Bailey to amend the agenda to move SNC-21-04 to the last item on the agenda, Seconded by Schilling.

Motion passed 7-0.

PUBLIC MEETING AND ACTION

1. **S-21-09 Pueblo Springs Apartments Subdivision:** The subdivision of approximately eighteen (18.55) acres into two lots generally located southeast of the intersection of W. Pueblo Blvd and 31st Avenue.

   Staff Report by Wade Broadhead, Planner.

   Applicant is requesting to create an 18.55 acre, two lot subdivision for the purposes of constructing an apartment complex

   STAFF REVIEW AND FINDINGS:
   Pueblo Springs Apartments development is located at the intersection of Pueblo Blvd and 31st street. Pueblo City Council recently approved the Pueblo Springs Apartments Annexation at their November 8th, 2021, meeting. The subject property was annexed and zoned to A-1 as a holding zone until development plans were finalized (via rezoning case Z-21-12). The applicant is proposing creating a two-lot subdivision for an apartment complex to be constructed in two phases (one per lot). The initial phase will be constructed on Lot 1. The property slopes from Pueblo Boulevard to the east. A substantial small hill/bluff buffers the property from Pueblo Boulevard and will be retained as open/natural area. The proposed development has no internal streets so a 20' public utility and sanitary sewer easement has been added to the plat to ensure utility access to all proposed apartment buildings. Lot Two will have a relatively narrow frontage along 31st street and the plat shows this area obstructed by a stormwater retention pond so the applicant has added a 20' access easement to Lot 2 through the easterly portion of Lot 1. The stormwater retention pond on the northeast corner of the site is awaiting approval from stormwater and the city legal department their approval is required before City Council approval. The Annexation Agreement requires the applicant to also provide the wastewater flows prior to City Council Approval as well. The owner is requesting deferred filings for construction plans and profiles, offsite easements, and the Subdivision Improvement Agreement. The applicant is requesting a waiver for fees in lieu of park dedication based on the onsite amenities (which include a clubhouse, pool, and grassed open space) and preservation of open space on the western side of the parcel. The fee waiver resolution will be presented to City Council on December 13, 2021.

   Comprehensive Plan Compliance:
   The project site has been designated by the Pueblo Comprehensive Plan as "Urban Residential." The Pueblo Comprehensive Plan designation of *Urban Residential* area states neighborhoods are found predominantly within the city limits of Pueblo and the urbanizing areas in the City's immediate periphery. These neighborhoods have a mixture of housing types and neighborhood commercial services. Urban Residential allows for zoning of garden apartments (low rise apartments) along collectors and arterial. Pueblo Boulevard is classified as an expressway and 31st street is a collector. The subdivision and use conform with the Comprehensive plan.

   RECOMMENDED MOTION: The Subdivision Review Committee recommends the Planning and Zoning Commission forward a recommendation the requested Subdivision be **APPROVED** with the following noted:

Request for waiver from requirements:	Waiver of fees in lieu of park dedication. City Council to vote on a resolution to waive fees, December 13, 2021.
Requests for Modifications to Requirements:	Request for Deferred Filings for One Year: Defer construction plans, profiles and details of streets, sanitary sewers, storm sewers, drainage facilities, offsite easements and the Subdivision Improvement Agreement.
Conditions of Approval: (Unless otherwise noted, all conditions of approval must be completed prior to the case being scheduled for City Council hearing.)	1. Obtain approval of City/Stormwater Department retention pond easement location before the plat is approved by City Council. 2. Per the annexation agreement the applicant will provide wastewater expected flows for the project before City Council approval. 3. Modify the ingress/egress access easement from Lot 1 to Lot 2 to be 24' in width instead of 20'.

HEARING: Emery Chuckly, 5671 N Oracle Rd, Suite 1102, Tucson, AZ, represented the application.

No one spoke in support or opposition for the application.

MOTION: Motion to recommend approval of the Pueblo Springs Apartments Subdivision was made by Bailey, second by Pasternak.

MOTION PASSED 7-0

city of PUEBLO colorado

DEPARTMENT OF PUBLIC WORKS

MEMORANDUM

TO: Beritt Odom, Principal Planner

CC: Michelle Cruz, Administrative Technician
Subdivision File

FROM: Joe Martellaro, Associate Engineer II

SUBJECT: V-21-02 Mahren Alley Vacation
S-21-09 Pueblo Springs Apartments

DATE: April 26, 2022

Please place the above referenced submittals on the City Council Agenda.

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Bob Schilling
City Council Representative

city of PUEBLO colorado
Planning & Zoning Commission

Christopher Pasternak

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

S-21-09

TO:	City of Pueblo, Planning and Zoning Commission
FROM:	Wade Broadhead, Planner
THROUGH:	Scott Hobson, Acting Planning and Community Development Director
DATE:	December 8th, 2021
SUBJECT:	Pueblo Springs Apartments Subdivision
APPLICANT:	Michael Cuppy, NorthStar Engineering and Surveying
PROPERTY OWNER:	Emery Chukly
LOCATION:	A subdivision of 18.55 acres located directly southwest of the intersection of Pueblo Boulevard and 31th Steet
ZONE DISTRICT:	A-1, Agriculture One
CONCURRENT REQUESTS:	Z-21-18, rezoning Lot 1 from A-1 to R-5

REQUEST:
Applicant is requesting to create an 18.55 acre, two lot subdivision for the purposes of constructing an apartment complex

STAFF REVIEW AND FINDINGS:
Pueblo Springs Apartments development is located at the intersection of Pueblo Blvd and 31st street. Pueblo City Council recently approved the Pueblo Springs Apartments Annexation at their November 8th, 2021 meeting. The subject property was annexed and zoned to A-1 as a holding zone until development plans were finalized (via rezoning case Z-21-12). The applicant is proposing creating a two-lot subdivision for an apartment complex to be constructed in two phases (one per lot). The initial phase will be constructed on Lot 1. The property slopes from Pueblo Boulevard to the east. A substantial small hill/bluff buffers the property from Pueblo Boulevard and will be retained as open/natural area. The proposed development has no internal streets so a 20' public utility and sanitary sewer easement has been added to the plat to ensure utility access to all proposed apartment buildings. Lot Two will have a relatively narrow frontage along 31st street and the plat shows this area obstructed by a stormwater retention pond so the applicant has added a 20' access easement to Lot 2 through the easterly portion of Lot 1. The stormwater retention pond on the northeast corner of the site is awaiting approval from stormwater and the city legal department their approval is required before City Council approval. The Annexation Agreement requires the applicant to also provide the wastewater flows prior to City Council

Approval as well. The owner is requesting deferred filings for construction plans and profiles, offsite easements, and the Subdivision Improvement Agreement. The applicant is requesting a waiver for fees in lieu of park dedication based on the onsite amenities (which include a clubhouse, pool, and grassed open space) and preservation of open space on the western side of the parcel. The fee waiver resolution will be presented to City Council on December 13, 2021.

APPLICABLE REGULATIONS:
Sec. 17-4-1 through 6 of the Pueblo Municipal Code (PMC) concerning zone district regulations; Sec. 12-4-6(b)(1) through (3) concerning the necessary information and supporting documents to be submitted for review and required drawing to be recorded; and Sec. 12-4-7 concerning the minimum standards for all subdivisions.

ABILITY TO COMPLY WITH THE ZONE DISTRICT REGULATIONS:

- R-5 Minimum Lot Area: 8,000 square feet (concurrent rezoning)
  - Proposed Lot 1 Area: 13.85 acres
  - Proposed Lot 2 Area: 4.7 acres

ANALYSIS:
The proposed subdivision conforms with the applicable Municipal Codes.

RECOMMENDED MOTION: The Subdivision Review Committee recommends the Planning and Zoning Commission forward a recommendation the requested Subdivision be **APPROVED** with the following noted:	
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PLANNING AND COMMUNITY DEVELOPMENT COMMENTS

CHARACTER AND COMPATIBILITY:

- **Site Character:**
  The property is currently vacant prairie that slopes from west to east.

- **Neighborhood Compatibility:**

North	B-3 and R-5, Apartments and Office uses
East	County A-1, undeveloped prairie.
South	County A-1, undeveloped prairie
West	PUD and S-1, Honor Farm Open Space and undeveloped land

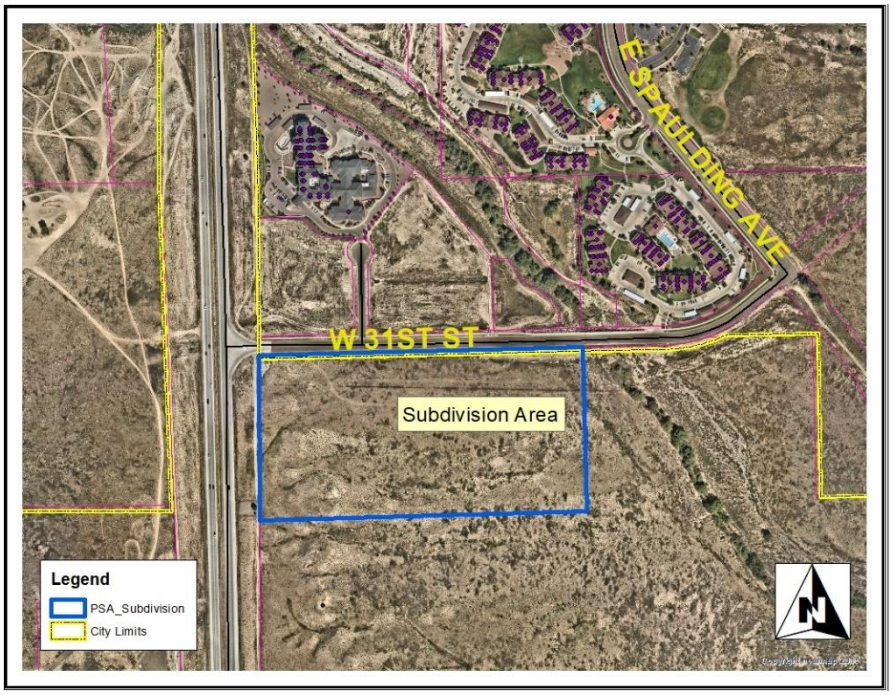
- **Comprehensive Plan Compliance:**

The project site has been designated by the Pueblo Comprehensive Plan as "Urban Residential." The Pueblo Comprehensive Plan designation of *Urban Residential* area states neighborhoods are found predominantly within the city limits of Pueblo and the urbanizing areas in the City's immediate periphery. These neighborhoods have a mixture of housing types and neighborhood commercial services. Urban Residential allows for zoning of garden apartments (low rise apartments) along collectors and arterial. Pueblo Boulevard is classified as an expressway and 31st street is a collector. The subdivision and use conform with the Comprehensive plan.

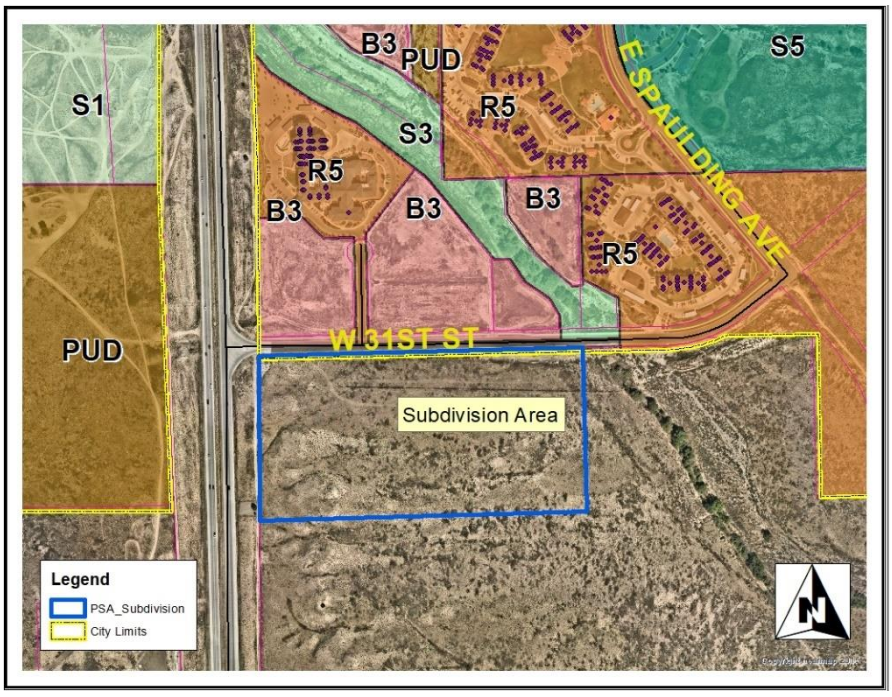
ATTACHMENTS:

- **A. Aerial Map**
- **B. Zoning Map**
- **C. Comprehensive Plan Map**
- **D. Site Photographs**
- **E. Subdivision Plat**
- **F. Application**
- **G. SRC Memo, December 8, 2021**

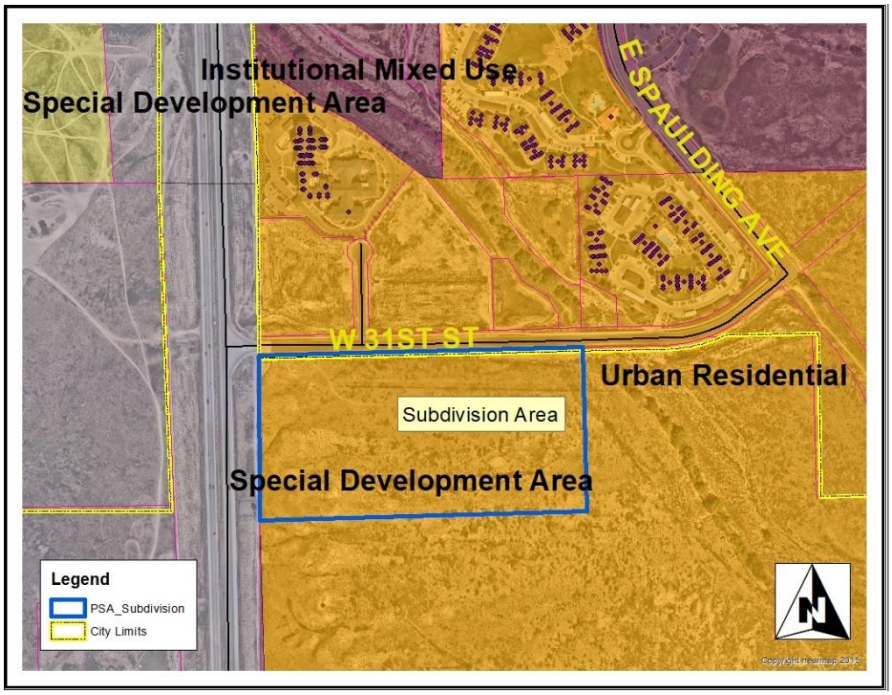
ATTACHMENTS:



A. Aerial Photograph



B. Zoning Map



C. Future Land Use Map

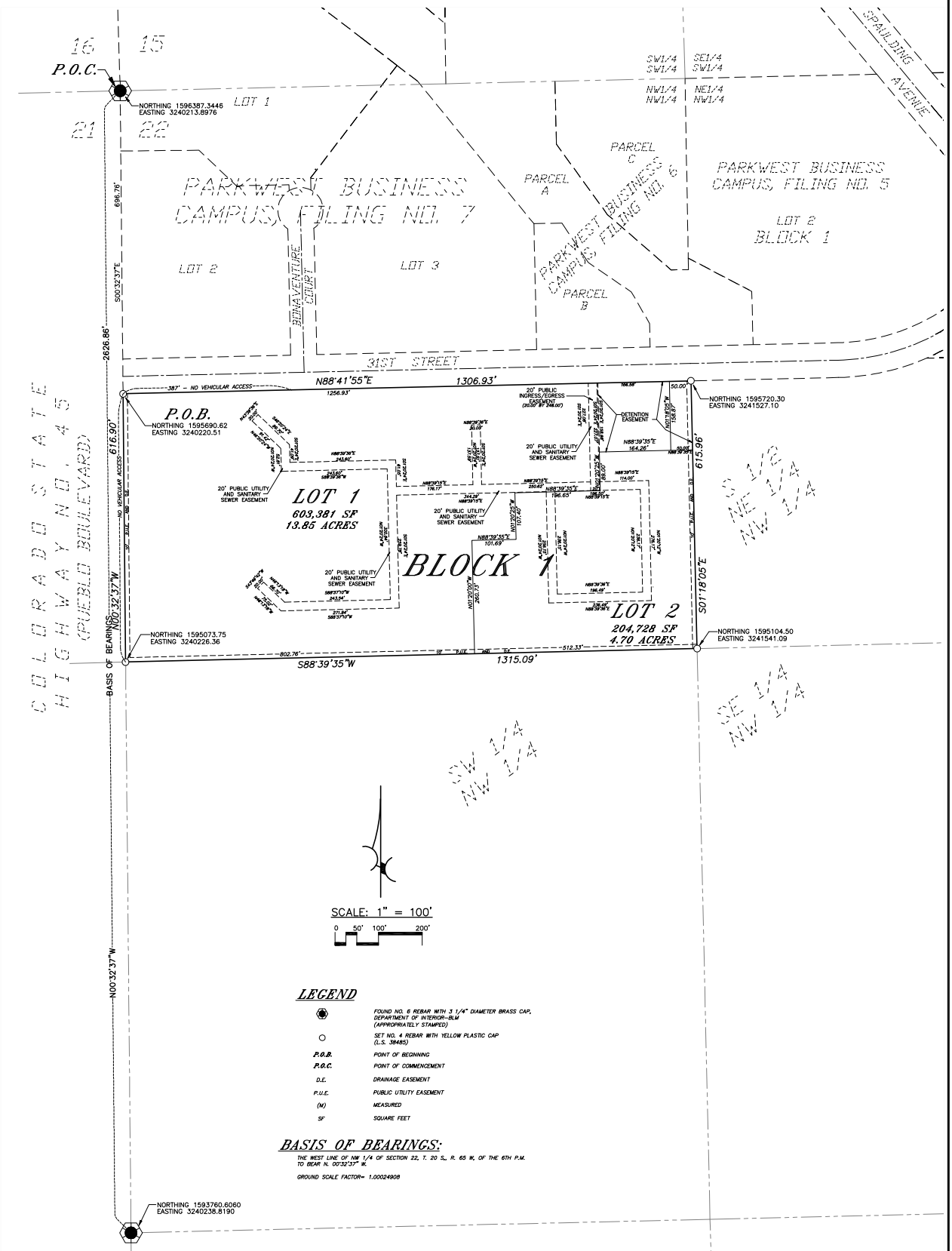
Attachment D. Site Photos



Subdivision site looking west toward low hills.

PUEBLO SPRINGS APARTMENTS SUBDIVISION

A PARCEL OF LAND IN THE S 1/2 OF THE NW 1/4 OF THE NW 1/4 OF SECTION 22, TOWNSHIP 20 SOUTH, RANGE 65 WEST OF THE 6TH P.M. IN THE COUNTY OF PUEBLO, STATE OF COLORADO



LEGEND

⬢	FOUND NO. 6 REBAR WITH 3 1/4" DIAMETER BRASS CAP, DEPARTMENT OF INTERIOR-BLM (APPROPRIATELY STAMPED)
○	SET NO. 4 REBAR WITH YELLOW PLASTIC CAP (L.S. 38485)
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
D.E.	DRAINAGE EASEMENT
P.U.E.	PUBLIC UTILITY EASEMENT
(M)	MEASURED
SF	SQUARE FEET

BASIS OF BEARINGS:

THE WEST LINE OF NW 1/4 OF SECTION 22, T. 20 S., R. 65 W, OF THE 6TH P.M. TO BEAR N. 00°32'37" W.

GROUND SCALE FACTOR= 1.00024908

PREPARED BY: NORTHSTAR ENGINEERING AND SURVEYING, INC.

city of PUEBLO colorado

Planning & Community Development

211 East D Street | Pueblo, Colorado 81003 | Tel 719-553-2259 | Fax 719-553-2359 | TTY 719-553-2611 | www.pueblo.us

Planning & Zoning Application

Please type or print clearly. Illegible applications will not be accepted. Case #: _____

Contact Info

Property Owner		**Applicant**	
Name: Emery Chuckly		Name: Same as Owner	
Company Pueblo Springs Apartments, LLC		Company:	
Address: 5671 North Oracle Rd, Ste 1102, Tucson	Zip: 85704	Address:	Zip:
Phone: ( ) 520-742-2114		Phone: ( )	
Email: echukly@gmail.com		Email:	
Engineer		**Surveyor**	
Name: Michael Cuppy		Name: Same as Engineer	
Company: NorthStar Engineering and Surveying, Inc.		Company:	
Address: 111 E. 5th St. Pueblo	Zip: 81003	Address:	Zip:
Phone: ( ) 719 544-6823		Phone: ( )	
Email: mcuppy@northstar-co.com		Email:	

The applicant will be the primary contact unless otherwise noted.

Property Info

Project Location: (address or general description) 31st Street, S 1/2, NW 1/4, NS 1/4, Section 22, T20S, R65W

Parcel No(s): 52200056

Existing Zone: A-1 | Proposed Zone (if applicable): R-5

PUD Name (if applicable):

Project Scope

Project Name: Pueblo Springs Apartments

- ☐ Rearrangement of Property Boundaries:
  - # of existing lots: _____ Total acres: _____
- ☐ Overall Development Plan
- ☐ Site Plan Review: Building area: _____ sf
  - ○ HARP ○ Development Plan ○ PUD ○ Student Housing
- ☐ Special Area Plan
- ☐ Street Name Change: Existing Name: _____ Proposed Name: _____
- ☑ Subdivision: # of lots: 2 Total acres: 18.55
- ☐ Text Amendment
- ☐ Vacation: ○ Street ○ Alley ○ Easement ○ Other: _____
- ☐ Other: _____

(Continue Next Page)

(Continued from previous page)

Project Information

Provide a brief description of the proposed request:
This is a subdivision of undeveloped rangeland to create 2 lots for an apartment developement
Lot 1 would be for phase 1 of the project and lot 2 would be for future phase. This subdivision would allow the development of the property.

What is the total acreage included in the project? 18.55

What is the proposed use of the property?

☐ Commercial ☑ Multi-family ☐ Residential ☐ Industrial ☐ Other

Are there any other pending or recently approved Land Use applications regarding this property? ☑ Yes ☐ No

If yes, please list: Rezone to R-5

Attachments

Attachment Checklist

The following list of attachments are required to accompany all applications:

☑ A. CD with DWF and DWG (Autocad) file of all plans and drawings & a PDF of all documents submitted.

☑ B. Pueblo County Assessor's Property Information print out (www.co.pueblo.co.us)

☑ C. Additional information as required by the **P&Z Submittal Requirements Sheet.**

Terms

By signing below, the Property Owner and Applicant are representing that each understands and agrees to the following terms:

1. Authorized personnel from the City of Pueblo, are hereby granted the right to enter the subject property for the purposes of reviewing and processing the application, including Certificate of Occupancy Inspections.
2. There are no known hazards or vicious animals present on the subject property.
3. All information contained in this application, is true and accurate to the best of my knowledge.
4. The City of Pueblo is under no obligation to approve the request contained in this application. No promises of approval are conveyed with the acceptance of this application.
5. It is highly recommended that a licensed surveyor complete a property survey before any construction takes place. The property owner is responsible for any construction that takes place within the boundaries of their property. The city may require any construction built outside of the property legal boundaries or within any setbacks (by intent or error), to be removed at the owners' expense.

Signatures

Property Owner

Print Name:	Emery Chuckly, Manager of ESH Development, LLC.		
Signature:	E [signature]	Date:	October 6/21

Applicant, if different from Property Owner

Print Name:			
Signature:		Date:	

Office Use Only

Zoning Compliance (Completed by City Staff)

Application checked for completeness by:	Date:	Fee Paid:

MEMORANDUM

To: Planning and Zoning Commission

From: Subdivision Review Committee

Date: December 8, 2021

Subject: S-21-09, Pueblo Springs Apartments

Request for Modifications to Subdivision Regulations:
Applicant requests a waiver of fees in lieu of park dedication. The fee waiver resolution will be brought to City Council at their December 13, 2021 meeting.

Request for Deferred Filings:
The applicant has requested one-year differed filing for:

1. Construction plans, profile, and details of streets sanitary sewers, storm sewers, drainage facilities.
2. Offsite easements, on City approved forms, signed by the property owner
3. Subdivision Improvement Agreement with Exhibit "A" and "B" Addendums

Plat Deficiencies:

1. Obtain approval of City/Stormwater Department retention pond easement location before the plat is approved by City Council.
2. Change the 20' access easement to 24' wide running from Lot 1 to Lot 2.

The Subdivision Review Committee recommends the Subdivision Plat be approved with two conditions.

1. Obtain approval of City/Stormwater Department retention pond easement location before the plat is approved by City Council.
2. Amend the plat to reflect a 24' wide ingress/egress easement instead of a 20' easement before City Council passage.
3. Per the annexation agreement the applicant needs to provide wastewater expected flows for the project before City Council approval.

November 22, 2021

This is to inform you that the City Planning and Zoning Commission will hold a public hearing on a request by **Emery Chuckly, Pueblo Springs Apartments, LLC** for the approval of the following application(s):

S-21-09 Pueblo Springs Apartments Subdivision: the subdivision of approximately eighteen (18.55) acres into two lots generally located southeast of the intersection of W. Pueblo Blvd and 31st Avenue.

Z-21-18: Pueblo Springs Apartments Rezoning approximately eighteen (18.55) acres generally located southeast of the intersection of W. Pueblo Blvd and 31st Avenue currently zoned A-1 being rezoned to R-5 (Multiple Residential and Office District).

The Planning and Zoning Commission meeting will be held on December 8, 2021, at 3:30 p.m., by Zoom: Meeting ID:927 1786 7722, Passcode: 195462, Telephone: 1 346 248 7799 US (Houston)) or in-person at 1 City Hall Pl (3rd Floor City Council Chambers). You are welcome to attend this public hearing and express your viewpoint concerning this proposal. To review the plans and staff report for the proposed application, please visit www.pueblo.us/PandZ and click on "Most Recent Agenda" no sooner than the Friday prior to the hearing. **Please contact the planner listed below if you have questions.**

Scott Hobson, Director
Planning & Community Development
Wade Broadhead, Planner
(719) 553-2280

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Scott Hobson, Director
Planning & Community Development
Wade Broadhead, Planner
(719) 553-2280

CASE NUMBER S-21-09

CERTIFICATION

I hereby certify that I did this day cause written notice of the public hearing on the proposed final plat of the property commonly known as Pueblo Springs Apartments to be sent to the attached list of owners of the real property lying within three hundred (300) feet of the said property on which the final plat is proposed by depositing the same properly addressed and postage paid in the post office, as set forth in the Code of Ordinances, Section 17-6-2.

11-23-21
(Date)

PUEBLO PLANNING & ZONING COMMISSION

By KAREN ELGIN

Owner	OwnerStree	OwnerCity	Own	OwnerZip
C H H LLC + QWANZO LLC + C/O THOM/	102 N CASCADE AVE ST	COLORADO SPRIN	CO	80903-1409
VILLAS AT PARK WEST I LP + VILLAS AT P	1603 LBJ FWY STE 800	DALLAS	TX	75234-6061
HAYES ELAINE R TR + RUBERSON BR +	4016 RIDGE DR	PUEBLO	CO	81008-1720
PUEBLO SPRINGS APARTMENTS, LLC + C	5671 N ORACLE RD STE	TUCSON	AZ	85704-3855

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: May 9, 2022

TO: President Heather Graham and Members of City Council

VIA: Marisa Stoller, City Clerk

FROM: Mayor Nicholas A. Gradisar
Robert P. Jagger, Deputy City Attorney
Marisa Pacheco, Human Resources Director

SUBJECT: AN ORDINANCE EXTENDING THE TERM OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF PUEBLO AND INTERNATIONAL BROTHERHOOD OF POLICE OFFICERS LOCAL 537 FOR A ONE-YEAR PERIOD COMMENCING JANUARY 1, 2023 THROUGH DECEMBER 31, 2023

SUMMARY:

Attached is a proposed Ordinance which would extend the current negotiated collective bargaining agreement between the City of Pueblo and the International Brotherhood of Police Officers Local 537 ("Union") for calendar year 2023.

PREVIOUS COUNCIL ACTION:

Pursuant to Ordinance No. 9532 approved August 28, 2019, the City entered into a collective bargaining agreement ("Agreement") with the Union for calendar year 2020. The Agreement granted the City the option to extend the Agreement for two successive one-year terms with a 2.75% increase in the salary schedule for year 2021 and a 2.5% increase in the salary schedule for year 2022.

Pursuant to Ordinance No. 9727 approved June 26, 2020, the parties amended and extended the Agreement and provided for no increase in the salary schedule during calendar year 2021. The amendment retained the City's right to extend or not to extend the Agreement for calendar years 2022 and 2023 at the rates previously agreed.

Pursuant to Ordinance No. 9942 approved May 24, 2021, extended the Agreement for calendar year 2022 at the 2.75% increase.

BACKGROUND:

The City has the right to extend the current Agreement provided such election is made on or before June 1, 2022 otherwise the parties shall commence negotiations for a successor contract upon request of Union. The terms and conditions of the extended term shall be on the same terms and conditions currently agreed except for the following:

1.) Salary shall be as provided or otherwise determined pursuant to Article 16 of the Agreement which provision provides that the monthly pay rate for all classes and steps shall be increased by 2.5% over the amount set by Ordinance establishing the 2022 pay levels; and

2.) Health insurance shall be as provided or otherwise determined pursuant to the parties Amendment to the Agreement with respect to a self-funded health benefit plan. The amounts will be determined prior to the end of this calendar year subject to the following requirements:

Plan design shall be determined by a majority vote of the Benefits Committee; provided, however, if no majority vote is cast or if the plan and benefits selected will result in any increase in the current premiums, the Mayor shall determine and select such plan and benefits. The City's percentage share of premiums including the current maximum dollar amount the City must contribute toward any premium ("Contribution Cap") shall be continued. The City and Union shall share equally in the costs of any premium increase approved by the Mayor, and the Contribution Cap shall be adjusted accordingly.

FINANCIAL IMPLICATIONS:

Wages would be increased by 2.5 % with a cost of approximately $470,546 (including associated salary-related benefits). Step increases for 2023 are anticipated at a cost of approximately $82,667. Health insurance will be determined in accordance with the Amendment. As above noted, the amounts will be determined prior to the end of this calendar year subject to the following requirements:

Plan design shall be determined by a majority vote of the Benefits Committee; provided, however, if no majority vote is cast or if the plan and benefits selected will result in any increase in the current premiums, the Mayor shall determine and select such plan and benefits. The City's percentage share of premiums including the current maximum dollar amount the City must contribute toward any premium ("Contribution Cap") shall be continued. The City and Union shall share equally in the costs of any premium increase approved by the Mayor, and the Contribution Cap shall be adjusted accordingly.

BOARD/COMMISSION RECOMMENDATION:

Not Applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not Applicable to this Ordinance.

ALTERNATIVES:

If the City Council shall fail to extend the term of the Agreement, the parties would commence negotiations for a successor agreement and all provisions would be subject to negotiations.

RECOMMENDATION:

City Administration recommends approval of this Ordinance.

Attachments:
Proposed Ordinance

ORDINANCE NO. 10183

AN ORDINANCE EXTENDING THE TERM OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF PUEBLO AND INTERNATIONAL BROTHERHOOD OF POLICE OFFICERS LOCAL 537 FOR A ONE-YEAR PERIOD COMMENCING JANUARY 1, 2023 THROUGH DECEMBER 31, 2023

WHEREAS, the corporate authorities of the City of Pueblo and the sole and exclusive bargaining agent of the International Brotherhood of Police Officers Local 537 negotiated a collective bargaining agreement and subsequent amendment thereto commencing January 1, 2021 (the "Agreement"); and

WHEREAS, the Agreement was reduced to writing, signed by the parties, and enacted by Ordinance pursuant to the requirements of Section 8-14(l) of the Charter of the City of Pueblo, Colorado; and

WHEREAS, the Agreement includes a provision that allows the City to extend the Agreement for calendar year 2023; and

WHEREAS, section 3-17 of the City Charter requires that every Council act fixing compensation shall be by Ordinance; and

WHEREAS, Article 10, Section 20 of the Constitution of Colorado (the TABOR Amendment) could be interpreted to require that compensation for each year of Agreement be authorized by separate Ordinance; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The term of the current collective bargaining agreement by and between the City of Pueblo and the International Brotherhood of Police Officers Local 537, including all amendments thereto, is hereby extended for an additional one-year term from January 1, 2023 through December 31, 2023 on the same terms and conditions contained therein, except that wages during the extended term shall be as provided or otherwise determined pursuant to Article 16 of the Agreement and health insurance shall be as provided or otherwise determined pursuant to the parties Amendment to the Agreement with respect to a self-funded health benefit plan.

SECTION 2.

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

SECTION 3.

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

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on May 9, 2022.

Final adoption of Ordinance by City Council on May 23, 2022.

President of City Council

Action by the Mayor:

☒ Approved on May 26, 2022.

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

_____
President of City Council

ATTEST

_____
Deputy City Clerk

City Clerk's Office Item # R-8

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: May 9, 2022

TO: President Heather Graham and Members of City Council

VIA: Marisa Stoller, City Clerk

FROM: Mayor Nicholas A. Gradisar
Robert P. Jagger, Sr. Assistant City Attorney
Marisa Pacheco, Human Resources Director

SUBJECT: AN ORDINANCE EXTENDING THE TERM OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF PUEBLO AND THE INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS LOCAL NO. 3 FOR A ONE-YEAR PERIOD COMMENCING JANUARY 1, 2023 THROUGH DECEMBER 31, 2023

SUMMARY:

Attached is a proposed Ordinance which would extend the current negotiated collective bargaining agreement between the City of Pueblo and the International Association of Fire Fighters Local No. 3 ("Union") for calendar year 2023.

PREVIOUS COUNCIL ACTION:

Pursuant to Ordinance No. 9547 approved September 9, 2019, the City entered into a collective bargaining agreement ("Agreement") with the Union for calendar year 2020. The Agreement granted the City the option to extend the Agreement for two successive one-year terms with an increase in salaries equivalent in cost to an overall increase 2.75% for year 2021 and a 2.5% increase for year 2022.

Pursuant to Ordinance No. 9728 approved June 26, 2020, the parties amended and extended the Agreement and provided for no increase in the salary schedule during calendar year 2021. The amendment retained the City's right to extend or not to extend the Agreement for calendar years 2022 and 2023 at the rates previously agreed.

Pursuant to Ordinance No. 9941 approved May 24, 2021, extended the Agreement for calendar year 2022 at the 2.75% increase.

BACKGROUND:

The City has the right to extend the current Agreement provided such election is made on or before June 1, 2022 otherwise the parties shall commence negotiations for a successor contract upon request of Union. The terms and conditions of the extended term shall be on the same terms and conditions currently agreed except for the following:

1.) Salary shall be as provided or otherwise determined pursuant to Article 10 of the Agreement which provision provides for a salary increase for all steps of each Fire rank. An increase of 2.5% for all steps will be provided.. The wage provision is further structured to eliminate steps in the promotional classes in2023 and set wages for the promotional classes based upon a percentage of top step fire fighter wages. For example, Engineer's wages would be 107% of the top step fire fighter wages, EMO would be 110% of the top step fire fighter wages, Inspectors would be 112% of the top step fire fighter wages, Captains would be 130% of the top step fire fighter wages and Assistant Chief would be 150% of the top step fire fighter wages.; and

2.) Health insurance shall be as provided or otherwise determined pursuant to the parties Amendment to the Agreement with respect to a self-funded health benefit plan. The amounts will be determined prior to the end of this calendar year subject to the following requirements:

> Plan design shall be determined by a majority vote of the Benefits Committee; provided, however, if no majority vote is cast or if the plan and benefits selected will result in any increase in the current premiums, the Mayor shall determine and select such plan and benefits. The City's percentage share of premiums including the current maximum dollar amount the City must contribute toward any premium ("Contribution Cap") shall be continued. The City and Union shall share equally in the costs of any premium increase approved by the Mayor, and the Contribution Cap shall be adjusted accordingly.

3.) Under the current Agreement, the parties are required to meet as a joint labor management committee to study possible transition to a two days on four days off or 48–96 hour schedule ("48/96 Schedule") from the City's current one day on two day off or 24-48 hour schedule ("24/48 Schedule"). In the event that City Council extends the Labor Agreement through December 31, 2023, the committee will commence meeting on or before June 2, 2022 and work in good faith to negotiate terms and conditions with respect to transitioning to a 48/96 Schedule for a 1-year trial period to occur in calendar year 2023 ("Trial Period MOU"); provided, however, any Trial Period MOU, including transitioning to or, if applicable, reverting from a 48/96 Schedule shall not result in any increase in costs to the City from those costs the City would have incurred if the City had remained on a 24/48 Schedule. If the City and Union are unable to reach an agreement with respect to the Trial Period MOU on or before September 1, 2022, any unresolved issues shall be submitted to binding interest arbitration in accordance with, unless otherwise herein provided, Sections 8-14(r) through 8-14(v), City Charter. It is stipulated and agreed that the factors considered by the arbitrator under Section 8-14(t), City Charter, shall include the effect of any proposal with respect to sick leave use, other leave use, accrual, fatigue, accidents or injuries. The Mayor is authorized to approve and execute any Trial Period MOU in the name of the City, whether agreed to by the parties or determined pursuant to binding interest arbitration. In December 2023, the parties may by mutual agreement adopt the 48/96 Schedule on other than a trial basis and implement the necessary amendments to the Labor Agreement consistent with the Trial Period MOU. If there is no such mutual agreement to amend the Labor Agreement approved and executed by City and Union on or before December 31, 2023, the 48/96 Schedule will revert to the existing 24/48 Schedule.

FINANCIAL IMPLICATIONS:

Wages would be increased in an amount equivalent in cost to an increase of 2.5 % with a cost of approximately $341,188 (including associated salary-related benefits). Final step increase costs for the year are estimated to be $66,787. Health insurance will be determined in

accordance with the Amendment. As above noted, the amounts will be determined prior to the end of this calendar year subject to the following requirements:

> Plan design shall be determined by a majority vote of the Benefits Committee; provided, however, if no majority vote is cast or if the plan and benefits selected will result in any increase in the current premiums, the Mayor shall determine and select such plan and benefits. The City's percentage share of premiums including the current maximum dollar amount the City must contribute toward any premium ("Contribution Cap") shall be continued. The City and Union shall share equally in the costs of any premium increase approved by the Mayor, and the Contribution Cap shall be adjusted accordingly.

BOARD/COMMISSION RECOMMENDATION:

Not Applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not Applicable to this Ordinance.

ALTERNATIVES:

If the City Council shall fail to extend the term of the Agreement, the parties would commence negotiations for a successor agreement and all provisions would be subject to negotiations.

RECOMMENDATION:

City Administration recommends approval of this Ordinance.

Attachments:
Proposed Ordinance

ORDINANCE NO. 10184

AN ORDINANCE EXTENDING THE TERM OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF PUEBLO AND THE INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS LOCAL NO. 3 FOR A ONE-YEAR PERIOD COMMENCING JANUARY 1, 2023 THROUGH DECEMBER 31, 2023

WHEREAS, the corporate authorities of the City of Pueblo and the sole and exclusive bargaining agent of the International Association of Fire Fighters Local No. 3 negotiated a collective bargaining agreement and subsequent amendment thereto commencing January 1, 2021 (the "Agreement"); and

WHEREAS, the Agreement was reduced to writing, signed by the parties, and enacted by Ordinance pursuant to the requirements of Section 8-14(l) of the Charter of the City of Pueblo, Colorado; and

WHEREAS, the Agreement includes a provision that allows the City to extend the Agreement for calendar year 2023; and

WHEREAS, section 3-17 of the City Charter requires that every Council act fixing compensation shall be by Ordinance; and

WHEREAS, Article 10, Section 20 of the Constitution of Colorado (the TABOR Amendment) could be interpreted to require that compensation for each year of Agreement be authorized by separate Ordinance; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The term of the current collective bargaining agreement by and between the City of Pueblo and the International Association of Fire Fighters Local No. 3, including all amendments thereto, is hereby extended for an additional one-year term from January 1, 2023 through December 31, 2023 on the same terms and conditions contained therein, except that wages during the extended term shall be as provided or otherwise determined pursuant to Article 10 of the Agreement and health insurance shall be as provided or otherwise determined pursuant to the parties Amendment to the Agreement with respect to a self-funded health benefit plan.

SECTION 2.

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

SECTION 3.

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

Action by City Council:

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President of City Council

Action by the Mayor:

☒ Approved on May 26, 2022.

☐ Disapproved on _____ based on the following objections:

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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

_____
Deputy City Clerk