REGULAR CITY COUNCIL MEETING
CITY COUNCIL CHAMBERS - CITY HALL
#1 CITY HALL PLACE
MONDAY, July 11, 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 Ken Wood, The Avenue Church

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, June 27, 2022*** as distributed.

Documents:

06-27Minutes.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 $44,324 TO CENTRAL STATES ROOFING & INSULATING COMPANY, INC., AND SETTING FORTH $10,000 FOR CONTINGENCIES, FOR PROJECT NO. 22-050 PARKS MAINTENANCE OFFICE ROOF AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

Documents:

Resolution_14937.pdf
Bid Summary.pdf

M.2. A RESOLUTION AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF $175,382.50 TO DOUG VAUGHN, LLC., AND SETTING FORTH $21,227.20 FOR CONTINGENCIES, FOR PROJECT NO. 22-051 EILERS NEIGHBORHOOD SIDEWALKS AND CURB RAMPS AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

Documents:

Resolution_14930.pdf
Bid Summary.pdf

M.3. A RESOLUTION RATIFYING AN EMERGENCY CONSTRUCTION CONTRACT IN THE AMOUNT OF $80,336.30 TO PARKER EXCAVATING, INC., AND SETTING FORTH $10,000 FOR CONTINGENCIES, FOR PROJECT NO. 22-055E EMERGENCY REPAIR PROJECT FOR 522 AND 530 SKYWAY (AT THE PUEBLO MEMORIAL AIRPORT) AND APPROVING THE PURCHASING AGENT'S EXECUTION OF SAME

Documents:

Resolution_14931.pdf
Bid Summary.pdf

M.4. A RESOLUTION ESTABLISHING PROJECT CI2210, PUBLIC WORKS ASSET MANAGEMENT PROJECT, TRANSFERRING FUNDS IN THE AMOUNT OF $145,000 FROM THE PUBLIC WORKS OPERATING BUDGET FOR CONTRACT SERVICES, TRANSFERRING FUNDS IN THE AMOUNT OF $162,829.21 FROM PROJECT ACCOUNT HUAN01, STREET RESURFACING, APPROVING AMENDMENT NO. 1 TO THE MASTER SUBSCRIPTION AGREEMENT IN THE AMOUNT OF $144,448.74 BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND BRIGHTLY SOFTWARE, INC., A NORTH CAROLINA CORPORATION, FORMERLY DUDE SOLUTIONS, INC., FOR PROJECT NO. 21-041 PUEBLO STREET ASSESSMENT PROJECT, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

Documents:

Resolution_14932.pdf
Amendment No.1.pdf

M.5. A RESOLUTION AUTHORIZING ISSUANCE OF A REVOCABLE PERMIT FOR THE TEMPORARY USE OF THE PUBLIC RIGHT-OF-WAY ON ALAN HAMEL AVENUE BETWEEN MAIN STREET AND SANTA FE AVENUE FOR THE ANNUAL NEIGHBORHOOD SAFETY NIGHT HOSTED BY THE PUEBLO POLICE

Documents:

Resolution_14933.pdf
Revocable Permit.pdf

M.6. A RESOLUTION 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 ST. ANNE'S SOFTBALL TOURNAMENT FROM JULY 15, 2022, TO JULY 18, 2022

Documents:

Resolution_14934.pdf
Revocable Permit.pdf

M.7. A RESOLUTION RATIFYING PACOG'S JOINT APPOINTMENT OF ROBERT BERRIER TO THE PUEBLO REGIONAL BUILDING – ELECTRICAL BOARD OF APPEALS - JOURNEYMAN

Documents:

Resolution_14935.pdf
Application.pdf

M.8. A RESOLUTION CONFIRMING THE APPOINTMENTS BY THE MAYOR OF ELIZABETH CHAPMAN AND CARMA LOONTJER TO THE LIQUOR AND BEER LICENSING BOARD

Documents:

Resolution_14936.pdf
Chapman Application.pdf
Loontjer Application.pdf

N. ORDINANCES – FIRST PRESENTATION

N.1. AN ORDINANCE BUDGETING AND APPROPRIATING FUNDS FROM THE 1992-2026 SALES AND USE TAX CAPITAL IMPROVEMENT PROJECTS FUND IN THE AMOUNT OF ONE HUNDRED FORTY-FIVE THOUSAND DOLLARS ($145,000) TO THE GENERAL FUND TO REIMBURSE THE GENERAL FUND FOR CONTRACTUAL PAYMENTS MADE TO TATIANA BAILEY, PH.D. D/B/A PEAK ANALYTICS CONSULTING TO DEVELOP A PUEBLO MONTHLY ECONOMIC DASHBOARD

Documents:

Ordinance_N-1.pdf

N.2. AN ORDINANCE AMENDING ZONING RESTRICTIONS TO REZONE .34 ACRES LOCATED AT 520 WEST 13TH STREET FROM R-5, MIXED RESIDENTIAL AND OFFICE DISTRICT TO B-2, SUBREGIONAL BUSINESS DISTRICT

Documents:

Ordinance_N-2.pdf
P_Z Report.pdf

N.3. AN ORDINANCE AMENDING ZONING RESTRICTIONS TO REZONE LOTS 22, BLOCK 3; SUNSET PARK 6TH FILING, TOTALING .85 ACRES FROM R-5, MULTIPLE-RESIDENTIAL AND OFFICE DISTRICT TO R-6, MULTIPLE-RESIDENTIAL AND COMMERCIAL DISTRICT

Documents:

Ordinance_N-3.pdf
P_Z Report.pdf

N.4. AN ORDINANCE VACATING A PORTION OF THE PLATTED ALLEY RIGHT-OF-WAY LOCATED WITHIN BLOCK 362, WILEY AND CHAMBERLIN'S SUBDIVISION

Documents:

Ordinance_N-4.pdf
P_Z Report.pdf

N.5. AN ORDINANCE APPROVING AND ACCEPTING A GRANT AGREEMENT AND APPLICABLE CONDITIONS PERTAINING THERETO WITH THE STATE OF COLORADO DEPARTMENT OF LAW PEACE OFFICER STANDARDS AND TRAINING (POST), ESTABLISHING PROJECT NUMBER PS2206, BUDGETING AND APPROPRIATING FUNDS INTO PROJECT PS2206, AUTHORIZING THE MAYOR TO EXECUTE SAME, AND RATIFYING HIS PRIOR SIGNATURE THERETO

Documents:

Ordinance_N-5.pdf
Grant Agreement.pdf

N.6. AN ORDINANCE APPROVING AND ACCEPTING A GRANT FUNDING AGREEMENT AND ALL APPLICABLE CONDITIONS PERTAINING THERETO FROM THE COLORADO AUTO THEFT PREVENTION AUTHORITY ("CATPA") RELATING TO THE BEAT AUTO THEFT THROUGH LAW ENFORCEMENT ("BATTLE") TEAM, ESTABLISHING PROJECT NO. PS2207, BUDGETING AND APPROPRIATING FUNDS TO PROJECT NUMBER PS2207, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

Documents:

Ordinance_N-6.pdf
Award Agreement.pdf

N.7. AN ORDINANCE CALLING A SPECIAL MUNICIPAL ELECTION TO BE HELD ON NOVEMBER 8, 2022, DIRECTING THAT THE SPECIAL MUNICIPAL ELECTION BE CONDUCTED AS PART OF A COORDINATED ELECTION, ADOPTING FOR USE AT THE SPECIAL MUNICIPAL ELECTION THE REQUIREMENTS AND PROCEDURES OF THE UNIFORM ELECTION CODE OF 1992 EXCEPT TO THE EXTENT THE UNIFORM ELECTION CODE OF 1992 CONFLICTS WITH A SPECIFIC PROVISION OF THE CHARTER OF THE CITY OF PUEBLO, AND SUSPENDING FOR SUCH PURPOSES THE PUEBLO ELECTION CODE AND ALL ORDINANCES AND RESOLUTIONS OF THE CITY IN CONFLICT THEREWITH

Documents:

Ordinance_N-7.pdf
Board Resolution.pdf

N.8. AN ORDINANCE APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF PUEBLO, A MUNICIPAL CORPORATION, AND THE COUNTY OF PUEBLO, A POLITICAL SUBDIVISION OF THE STATE OF COLORADO, RELATING TO THE 2022 SPECIAL MUNICIPAL ELECTION

Documents:

Ordinance_N-8.pdf
Election InterGovernmental Agreement.pdf

N.9. AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN

AGREEMENT FOR CONVEYANCE OF REAL PROPERTY BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AS BUYER, AND NEIGHBORWORKS SOUTHERN COLORADO, INC., A COLORADO NONPROFIT CORPORATION, AS SELLER, RELATING TO THE LOCATION OF FIRE STATION NO. 11 IN THE PIKES PEAK PARK SUBDIVISION

Documents:

Ordinance_N-9.pdf
Agreement.pdf

N.10. AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE A PAID INTERNSHIP SITE AGREEMENT BETWEEN THE BOARD OF GOVERNORS OF THE COLORADO STATE UNIVERSITY SYSTEM, ACTING BY AND THROUGH COLORADO STATE UNIVERSITY PUEBLO AND THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION

Documents:

Ordinance_N-10.pdf
Internship Agreement.pdf

N.11. AN ORDINANCE AMENDING SECTION 6-5-16 OF CHAPTER 5, OF TITLE VI OF THE PUEBLO MUNICIPAL CODE RELATING TO THE FY 2022 CLASSIFICATION AND PAY PLAN BY ESTABLISHING THE PAY SCALE FOR FOOD PROJECT COORDINATOR

Documents:

Ordinance_N-11.pdf

O. APPROVAL OF CONSENT AGENDA

O.1. I Move To Approve All Resolutions Set Forth In The Consent Agenda; Pass The Ordinances Of The Consent Agenda, Setting The Public Hearings For Monday, July 25, 2022, And Order The Ordinances To Be Published BY TITLE.

P. REGULAR AGENDA

Q. RESOLUTIONS

Q.1. A RESOLUTION AWARDING AN AGREEMENT FOR PROFESSIONAL DESIGN SERVICES IN THE AMOUNT OF $1,209,246 TO ALLRED AND ASSOCIATES, A COLORADO CORPORATION, FOR DESIGN AND ENGINEERING OF NEW FIRE STATIONS 6, 8, AND 11, PROJECT NO. CI2205 AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

Documents:

Resolution_14938.pdf
Professional Architectural Services Agreement.pdf

Q.2. A RESOLUTION AUTHORIZING THE PRESIDENT OF CITY COUNCIL TO NEGOTIATE A PROPOSED AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND A REPUTABLE ACCOUNTING FIRM, TO PERFORM A FORENSIC AUDIT, SUBJECT TO SUBSEQUENT APPROVAL OF SAID AGREEMENT BY ORDINANCE

Continued to August 8, 2022 meeting

Documents:

Resolution_Q-2.pdf

R. ORDINANCES – FINAL PRESENTATION

R.1. AN ORDINANCE APPROVING AN AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND THE PUEBLO DEVELOPMENT FOUNDATION, A COLORADO NONPROFIT CORPORATION, RELATING TO A JOB CREATING CAPITAL IMPROVEMENT PROJECT, AUTHORIZING THE MAYOR TO EXECUTE SAID AGREEMENT AND TRANSFERRING EIGHT MILLION FIVE HUNDRED THOUSAND DOLLARS ($8,500,000) FROM THE 1992-2026 SALES AND USE TAX CAPITAL IMPROVEMENT PROJECTS FUND FOR PURPOSES THEREOF

Documents:

Ordinance_10213.pdf
Agreement.pdf

R.2. AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO SIGN A SUBRECIPIENT AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND THE BOARD OF WATER WORKS OF PUEBLO, COLORADO, AS AUTHORIZED BY SECTION 603 OF THE AMERICAN RESCUE PLAN ACT AND U.S. TREASURY FINAL RULE 31 CFR 35.6 AND AUTHORIZING THE PAYMENT OF ONE HUNDRED TWENTY-SEVEN THOUSAND FIVE HUNDRED DOLLARS ($127,500.00) FROM PROJECT NO. CI2113 - AMERICAN RESCUE PLAN ACT, FOR PURPOSES THEREOF

Documents:

Ordinance_10214.pdf
Subrecipient Agreement.pdf

R.3. AN ORDINANCE BUDGETING AND APPROPRIATING FUNDS FROM THE UNAPPROPRIATED FUND BALANCE OF THE GENERAL FUND IN THE AMOUNT OF $15,000 TO COUNCIL CONTINGENCIES TO REIMBURSE PAYMENT TO GOODNIGHT BARN FOUNDATION

Continued t0 October 11, 2022 meeting

Documents:

Ordinance_R-3.pdf

R.4. AN ORDINANCE APPROVING AND ADOPTING THE CITY OF PUEBLO'S 2022-2023 ACTION PLAN FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AND THE HOME INVESTMENT PARTNERSHIP ACT GRANT (HOME), AUTHORIZING THE MAYOR OF THE CITY OF PUEBLO TO SUBMIT THE APPLICATION TOGETHER WITH ALL REQUIRED AND NECESSARY CERTIFICATIONS, ASSURANCES, AND DOCUMENTATION TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT, AND APPROPRIATING AND BUDGETING CDBG AND HOME FUNDS THEREFORE

Documents:

Ordinance_10215.pdf
Attachment A.pdf
2022 Action Plan.pdf
CDBG Application.pdf
HOME Application.pdf
Certifications.pdf

Department Certification.pdf

R.5. AN ORDINANCE AUTHORIZING ASSIGNMENT OF A PRIVATE ACTIVITY BOND ALLOCATION FROM THE CITY OF PUEBLO TO THE COLORADO HOUSING AND FINANCE AUTHORITY PURSUANT TO THE COLORADO PRIVATE ACTIVITY BOND CEILING ALLOCATION ACT

Documents:

Ordinance_10216.pdf
Assignment of Allocation.pdf
City Attorney Certificate.pdf
DOLA Letter.pdf

R.6. AN ORDINANCE APPROVING AN AFFORDABLE HOUSING DEVELOPMENT AGREEMENT AND RELATED DOCUMENTS BETWEEN CRAWFORD TOWNHOMES, LLLP, A COLORADO LIMITED LIABILITY LIMITED PARTNERSHIP, THE HOUSING AUTHORITY OF THE CITY OF PUEBLO, A PUBLIC BODY CORPORATE AND POLITIC, AND THE CITY OF PUEBLO, A MUNICIPAL CORPORATION, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

Documents:

Ordinance_10217.pdf
Affordable Housing Agreement.pdf
City Deed of Trust.pdf
Promissory Note.pdf
Subordination Agreement.pdf
Subordination Deed of Trust.pdf
Land Use Restriction Agreement.pdf

R.7. AN ORDINANCE AMENDING THE FISCAL YEAR 2022 STAFFING ORDINANCE BY ADDING ONE (1) FULL-TIME POSITION ENTITLED FOOD PROJECT COORDINATOR TO THE AUTHORIZED STAFFING OF THE MAYOR'S OFFICE

Continued to July 25, 2022 meeting

Documents:

Ordinance_R-7.pdf

R.8. AN ORDINANCE AMENDING 17-4-7 OF CHAPTER 4 OF TITLE XVII OF THE PUEBLO MUNICIPAL CODE RELATING TO LANDSCAPE PERFORMANCE STANDARDS

Documents:

Ordinance_10218.pdf
P_Z Report.pdf

R.9. AN ORDINANCE AMENDING SECTIONS 6 AND 15 OF CHAPTER 10 OF TITLE XVII OF THE PUEBLO MUNICIPAL CODE RELATING TO HIGH RISE SIGN DISTRICT NUMBER 3

Documents:

Ordinance_10219.pdf
Appendix A District 3 map.pdf
P_Z Report.pdf

R.10. AN ORDINANCE APPROVING A FIXED BASE OPERATOR GROUND LEASE AND OPERATING AGREEMENT BETWEEN THE CITY OF PUEBLO, A MUNICIPAL CORPORATION, AND FREEMAN HOLDINGS OF COLORADO, LLC, A LIMITED LIABLITY CORPORATION, RESCINDING ALL PREVIOUS AGREEMENTS WITH ROCKY MOUNTAIN FBO, LLC, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

Documents:

Ordinance_10220.pdf
FBO Lease.pdf

R.11. AN ORDINANCE APPROVING AND AUTHORIZING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF PUEBLO, A MUNICIPAL CORPORATION, AND ROCKY MOUNTAIN S.E.R./JOBS FOR PROGRESS, INC., REGARDING THE PUEBLO FOOD PROJECT'S ENTREPRENEUR START-UP PROGRAM, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

Documents:

Ordinance_10221.pdf
Memorandum of Understanding.pdf

S. EMERGENCY ORDINANCES

S.1. AN EMERGENCY ORDINANCE APPROVING AND ACCEPTING A GRANT FROM THE COLORADO DEPARTMENT OF LOCAL AFFAIRS (DOLA) FOR THE STATE'S POOLS SPECIAL INITIATIVE PROGRAM, AUTHORIZING THE MAYOR TO EXECUTE SAME, ESTABLISHING PROJECT NO. CI2211, BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF $25,000 TO SAID PROJECT NO. CI2211

Documents:

Ordinance_10222.pdf
Grant Award.pdf

ADJOURN

REGULAR CITY COUNCIL MEETING
CITY COUNCIL CHAMBERS – CITY HALL
MONDAY, JUNE 27, 2022 – 7:00 P.M.

MINUTES

A. CALL TO ORDER President Heather Graham

B INVOCATION Pastor Micah Aragon, Pueblo Christian Center

C. PLEDGE OF ALLEGIANCE

D. ROLL CALL

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

Council Members Present via Zoom: None.

Council Members Absent: Larry Atencio.

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

E. SPECIAL RECOGNITIONS

- Certificate of Achievement on "Government Finance Officers Association Excellence in Financial Reporting Award" was presented to the City of Pueblo Finance Department

F. PUBLIC FORUM

- Nick Donaldson – Veterans affairs/issues
- Jocelyn Tilly – Vagrancy within Pueblo
- Elvis Martinez – Primary Election
- Yuette Tufoy – Spann School

G. COUNCIL MEMBER AND MAYOR COMMENTARY

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

Chief of Staff Solano shared Mayor Gradisar's statement and condolences regarding the death of Scott Richards.

H. REVIEW AND APPROVAL OF THE AGENDA

The agenda was reviewed page by page. Ms. Maestri requested that item M-4 be moved to the regular agenda. Chief of Staff Solano requested that item Q-1 be removed from the agenda. Ms. Martinez, seconded by Mr. Martinez Ortega, moved to move item M-4 to the regular agenda, to remove item Q-1 from the agenda and to approve the agenda as modified.

Roll Call - Ayes: Flores, Graham, Maestri, Martinez, Martinez Ortega, and Winner. Motion carried 6-0.

MINUTES

I. READING AND APPROVAL OF MINUTES

Mr. Flores, seconded by Mr. Martinez Ortega, moved to dispense with the reading and approve the Minutes of the Regular Meeting dated **Monday, June 13, 2022** as distributed.

Roll Call - Ayes: Flores, Graham, Maestri, Martinez, Martinez Ortega, and Winner. Motion carried 6-0.

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 14919 AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF $119,381.16 TO MERRIMAN LAND WORKS DBA FLAT AND FANCY AND SETTING FORTH $15,000 FOR CONTINGENCIES, FOR PROJECT NO. 22-045 MISCELLANEOUS CONCRETE REPAIRS AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

M-2 RESOLUTION NO 14920 AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF $81,710 TO ALPINE ROOFING, LTD. AND SETTING FORTH $13,290 FOR CONTINGENCIES, FOR PROJECT NO. 22-049 PUEBLO ART GUILD MUSEUM ROOF AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

M-3 RESOLUTION NO 14921 AWARDING AN AGREEMENT FOR PROFESSIONAL SERVICES IN THE AMOUNT OF $225,158 TO DUNAKILLY MANAGEMENT GROUP CORP, A COLORADO CORPORATION, FOR PROJECT REPRESENTATION, DESIGN REVIEW SUPPORT, AND CONSTRUCTION INSPECTION SERVICES FOR NEW FIRE STATIONS 6, 8, AND 11 PROJECT NO. CI2205 AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

M-4 MOVED TO REGULAR AGENDA

M-5 RESOLUTION NO 14922 AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF $227,017 TO DESCO ACQUISITION LLC. DBA BLACKEAGLE ENERGY SERVICES AND SETTING FORTH $22,701 FOR CONTINGENCIES, FOR PROJECT NO. 22-029 (WWAN04) FY2022 WATER RECLAMATION FACILITY EQUIPMENT UPGRADE PROJECT AT THE JAMES R. DIIORIO WATER RECLAMATION FACILITY AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

MINUTES

M-6 RESOLUTION NO 14923 APPROVING AGREEMENTS FOR PROFESSIONAL MECHANICAL, ELECTRICAL, AND PLUMBING (MEP) ENGINEERING SERVICE PROJECTS BETWEEN PUEBLO, A MUNICIPAL CORPORTATION, AND BCER ENGINEERING, INC., PLANT ENGINEERING CONSULTANTS, AND BRIDGERS AND PAXTON, FOR PROJECT NO. 22-013 MEP ENGINEERING CONSULTING SERVICES FOR CITY FACILITIES AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

M-7 RESOLUTION NO 14924 AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT TO THE HARP FOUNDATION FOR THE USE OF ALAN HAMEL AVENUE FROM SOUTH UNION AVENUE TO SANTA FE DRIVE AND MAIN STREET FROM D STREET TO CITY CENTER DRIVE, ON JULY 4, 2022, TO HOST THEIR 4TH OF JULY FIREWORKS CELEBRATION

M-8 RESOLUTION NO 14925 CONFIRMING THE APPOINTMENT BY THE MAYOR OF PATRICK AVALOS TO THE PLANNING AND ZONING COMMISSION

M-9 RESOLUTION NO 14926 CONFIRMING THE APPOINTMENT BY THE MAYOR OF YVONNE LUJAN-SLAK TO THE ZONING BOARD OF APPEALS

M-10 RESOLUTION NO 14927 CONFIRMING THE APPOINTMENT BY THE MAYOR OF SUSAN MCCARTHY TO THE HISTORIC PRESERVATION COMMISSION

N. ORDINANCES – FIRST PRESENTATION

N-1 AN ORDINANCE APPROVING AN AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND THE PUEBLO DEVELOPMENT FOUNDATION, A COLORADO NONPROFIT CORPORATION, RELATING TO A JOB CREATING CAPITAL IMPROVEMENT PROJECT, AUTHORIZING THE MAYOR TO EXECUTE SAID AGREEMENT AND TRANSFERRING EIGHT MILLION FIVE HUNDRED THOUSAND DOLLARS ($8,500,000) FROM THE 1992-2026 SALES AND USE TAX CAPITAL IMPROVEMENT PROJECTS FUND FOR PURPOSES THEREOF – *submitted for First Presentation*

Public Hearing was Set for Monday, July 11, 2022, Notice of Hearing was Ordered Published by Title.

N-2 AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO SIGN A SUBRECIPIENT AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND THE BOARD OF WATER WORKS OF PUEBLO, COLORADO, AS AUTHORIZED BY SECTION 603 OF THE AMERICAN RESCUE PLAN ACT AND U.S. TREASURY FINAL RULE 31 CFR 35.6 AND AUTHORIZING THE PAYMENT OF ONE HUNDRED TWENTY-SEVEN THOUSAND FIVE HUNDRED DOLLARS ($127,500) FROM PROJECT NO. CI-2113 - AMERICAN RESCUE PLAN ACT, FOR PURPOSES THEREOF – *submitted for First Presentation*

Public Hearing was Set for Monday, July 11, 2022, Notice of Hearing was Ordered Published by Title.

MINUTES

N-3 AN ORDINANCE BUDGETING AND APPROPRIATING FUNDS FROM THE UNAPPROPRIATED FUND BALANCE OF THE GENERAL FUND IN THE AMOUNT OF $15,000 TO COUNCIL CONTINGENCIES TO REIMBURSE PAYMENT TO GOODNIGHT BARN FOUNDATION – *submitted for First Presentation*

Public Hearing was Set for Monday, July 11, 2022, Notice of Hearing was Ordered Published by Title.

N-4 AN ORDINANCE APPROVING AND ADOPTING THE CITY OF PUEBLO'S 2022-2023 ACTION PLAN FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AND THE HOME INVESTMENT PARTNERSHIP ACT GRANT (HOME), AUTHORIZING THE MAYOR OF THE CITY OF PUEBLO TO SUBMIT THE APPLICATION TOGETHER WITH ALL REQUIRED AND NECESSARY CERTIFICATIONS, ASSURANCES, AND DOCUMENTATION TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT, AND APPROPRIATING AND BUDGETING CDBG AND HOME FUNDS THEREFORE – *submitted for First Presentation*

Public Hearing was Set for Monday, July 11, 2022, Notice of Hearing was Ordered Published by Title.

N-5 AN ORDINANCE AUTHORIZING ASSIGNMENT OF A PRIVATE ACTIVITY BOND ALLOCATION FROM THE CITY OF PUEBLO TO THE COLORADO HOUSING AND FINANCE AUTHORITY PURSUANT TO THE COLORADO PRIVATE ACTIVITY BOND CEILING ALLOCATION ACT – *submitted for First Presentation*

Public Hearing was Set for Monday, July 11, 2022, Notice of Hearing was Ordered Published by Title.

N-6 AN ORDINANCE APPROVING AN AFFORDABLE HOUSING DEVELOPMENT AGREEMENT AND RELATED DOCUMENTS BETWEEN CRAWFORD TOWNHOMES, LLLP, A COLORADO LIMITED LIABILITY LIMITED PARTNERSHIP, THE HOUSING AUTHORITY OF THE CITY OF PUEBLO, A PUBLIC BODY CORPORATE AND POLITIC, AND THE CITY OF PUEBLO, A MUNICIPAL CORPORATION, AND AUTHORIZING THE MAYOR TO EXECUTE SAME – *submitted for First Presentation*

Public Hearing was Set for Monday, July 11, 2022, Notice of Hearing was Ordered Published by Title.

N-7 AN ORDINANCE AMENDING THE FISCAL YEAR 2022 STAFFING ORDINANCE BY ADDING ONE (1) FULL-TIME POSITION ENTITLED FOOD PROJECT COORDINATOR TO THE AUTHORIZED STAFFING OF THE MAYOR'S OFFICE – *submitted for First Presentation*

Public Hearing was Set for Monday, July 11, 2022, Notice of Hearing was Ordered Published by Title.

N-8 AN ORDINANCE AMENDING 17-4-7 OF CHAPTER 4 OF TITLE XVII OF THE PUEBLO MUNICIPAL CODE RELATING TO LANDSCAPE PERFORMANCE STANDARDS – *submitted for First Presentation*

MINUTES

Public Hearing was Set for Monday, July 11, 2022, Notice of Hearing was Ordered Published by Title.

N-9 AN ORDINANCE AMENDING SECTIONS 6 AND 15 OF CHAPTER 10 OF TITLE XVII OF THE PUEBLO MUNICIPAL CODE RELATING TO HIGH RISE SIGN DISTRICT NUMBER 3 – *submitted for First Presentation*

Public Hearing was Set for Monday, July 11, 2022, Notice of Hearing was Ordered Published by Title.

N-10 AN ORDINANCE APPROVING A FIXED BASE OPERATOR GROUND LEASE AND OPERATING AGREEMENT BETWEEN THE CITY OF PUEBLO, A MUNICIPAL CORPORATION, AND FREEMAN HOLDINGS OF COLORADO, LLC, A LIMITED LIABILITY CORPORATION, RESCINDING ALL PREVIOUS AGREEMENTS WITH ROCKY MOUNTAIN FBO, LLC, AND AUTHORIZING THE MAYOR TO EXECUTE SAME – *submitted for First Presentation*

Public Hearing was Set for Monday, July 11, 2022, Notice of Hearing was Ordered Published by Title.

N-11 AN ORDINANCE APPROVING AND AUTHORIZING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF PUEBLO, A MUNICIPAL CORPORATION, AND ROCKY MOUNTAIN S.E.R./JOBS FOR PROGRESS, INC., REGARDING THE PUEBLO FOOD PROJECT'S ENTREPRENEUR START-UP PROGRAM, AND AUTHORIZING THE MAYOR TO EXECUTE SAME – *submitted for First Presentation*

Public Hearing was Set for Monday, July 11, 2022, Notice of Hearing was Ordered Published by Title.

O. APPROVAL OF CONSENT AGENDA

Mr. Martinez Ortega, seconded by Ms. Winner, moved to approve all Resolutions Set Forth in the Consent Agenda, Pass the Ordinances of the Consent Agenda, Setting the Public Hearings for **Monday, July 11, 2022,** and Order the Ordinances to be published **BY TITLE.**

Roll Call - Ayes: Flores, Graham, Maestri, Martinez, Martinez Ortega, and Winner. Motion carried 6-0.

P. REGULAR AGENDA

Q. RESOLUTIONS

M-4 RESOLUTION NO 14928 APPROVING AMENDMENT #1 TO THE AGREEMENT FOR PROFESSIONAL DESIGN CONSULTING SERVICES IN THE AMOUNT OF $680,890.75 BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND BOHANNAN HUSTON, INC. RELATING TO THE FINAL DESIGN AND CONSTRUCTION DOCUMENTS FOR THE UNION AND MAIN STREETSCAPE PROJECT AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

MINUTES

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

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

Roll Call - Ayes: Flores, Graham, Maestri, Martinez, Martinez Ortega, and Winner. Motion carried 6-0.

Q-1 REMOVED FROM AGENDA

Q-2 RESOLUTION NO 14929 AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2022 GENERAL FUND BUDGET TO THE PUEBLO SYMPHONY ASSOCIATION IN THE AMOUNT OF $294.32 TO SUPPORT THE 2022 SEASON OF THE PUEBLO SYMPHONY ORCHESTRA

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

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

Roll Call - Ayes: Flores, Graham, Maestri, Martinez, Martinez Ortega, and Winner. Motion carried 6-0.

R. ORDINANCES – FINAL PRESENTATION

R. EMERGENCY ORDINANCE

R-1 ORDINANCE NO 10197 APPROVING A LEASE BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND FRIDAY HEALTH PLANS MANAGEMENT SERVICES COMPANY, INC., A COLORADO CORPORATION, FOR SUITE 300, 317 NORTH MAIN STREET, PUEBLO, CO 81003 AND AUTHORIZING THE MAYOR TO EXECUTE SAID LEASE AND RATIFYING THE MAYOR'S PRIOR SIGNATURE THERETO – *submitted for Final Presentation*

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

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: Flores, Graham, Maestri, Martinez, Martinez Ortega and Winner. Motion carried 6-0.

MINUTES

S. ORDINANCES – FINAL PRESENTATION

S-1 ORDINANCE NO 10198 APPROVING AND AUTHORIZING THE MAYOR TO SIGN A SUBRECIPIENT AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND NEIGHBORWORKS SOUTHERN COLORADO, INC., A COLORADO NONPROFIT CORPORATION FOR THE FORECLOSURE PREVENTION PROGRAM, 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 TWENTY THOUSAND DOLLARS ($20,000) 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 City Attorney Daniel Kogovsek.

PUBLIC HEARING:

- Ashleigh Winans appeared via zoom to speak in favor of this ordinance.

Seeing no one else 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: Flores, Graham, Maestri, Martinez, Martinez Ortega and Winner. Motion carried 6-0.

S-2 ORDINANCE NO 10199 APPROVING AND AUTHORIZING THE EXECUTION OF OPERATING ARP GRANT APRIL 26, 2022, RELATING TO AWARD NO. CO-2022-013-00 BETWEEN THE CITY OF PUEBLO AND THE UNITED STATES OF AMERICA, DEPARTMENT OF TRANSPORTATION, FEDERAL TRANSIT ADMINISTRATION, IN THE AMOUNT OF $307,724; BUDGETING AND APPROPRIATING $75,000 INTO PROJECT PT2201, BUDGETING AND APPROPRIATING $102,724 INTO PROJECT PT2202, AND BUDGETING AND APPROPRIATING $130,000 INTO PROJECT PT2203 – *submitted for Final Presentation*

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

PUBLIC HEARING:

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

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

Roll Call - Ayes: Flores, Graham, Maestri, Martinez, Martinez Ortega and Winner. Motion carried 6-0.

MINUTES

S-3 ORDINANCE NO 10200 APPROVING AND ACCEPTING ADDITIONAL FUNDS FROM THE COLORADO STATE FOREST SERVICE IN THE AMOUNT OF $7,272.52 PURSUANT TO THE TEAMING UP FOR TREES GRANT, AND BUDGETING AND APPROPRIATING SAID FUNDS TO PROJECT NO. PL1903 – *submitted for Final Presentation*

A staff report and detailed review of the Ordinance was given by Steven Meier, Director of Parks & Recreation.

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: Flores, Graham, Maestri, Martinez, Martinez Ortega and Winner. Motion carried 6-0.

S-4 ORDINANCE NO 10201 APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND PUEBLO COUNTY RELATING TO THE USE OF 2016 BALLOT QUESTION 1A CAPITAL IMPROVEMENT PROGRAM, BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF $680,890.75 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:

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: Flores, Graham, Maestri, Martinez, Martinez Ortega and Winner. Motion carried 6-0.

S-5 ORDINANCE NO 10202 TRANSFERRING $270,000 FROM THE 2022 UNAPPROPRIATED FUND BALANCE OF THE GENERAL FUND TO PROJECT CI2205 FIRE STATION 6, 8, AND 11, AND BUDGETING AND APPROPRIATING $270,000 FOR SAID PROJECT – *submitted for Final Presentation*

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

PUBLIC HEARING:

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

MINUTES

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

Roll Call - Ayes: Flores, Graham, Maestri, Martinez, Martinez Ortega and Winner. Motion carried 6-0.

S-6 ORDINANCE NO 10203 AMENDING ZONING RESTRICTIONS TO REZONE 179.38-ACRES OF THE WILDHORSE CROSSING ANNEXATION SITE FROM COUNTY A-1 TO CITY A-1, AGRICULTURAL ONE – *submitted for Final Presentation*

A staff report and detailed review of the Ordinance was given by Beritt Odom, Senior Planner. Ms. Odom requested that all the materials related to Case #Z 22-03 dated May 11th, 2022 be made a part of the record for this hearing. So ordered by President Graham.

PUBLIC HEARING:

- John Singletary appeared in person to speak in favor of this ordinance

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: Flores, Graham, Maestri, Martinez, Martinez Ortega and Winner. Motion carried 6-0.

S-7 ORDINANCE NO 10204 APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF PUEBLO, A MUNICIPAL CORPORATION, AND THE COLORADO DEPARTMENT OF LABOR AND EMPLOYMENT, BY AND THROUGH THE DIVISION OF WORKERS' COMPENSATION, FOR THE RENTAL OF COURTROOM NO. 2 IN PUEBLO MUNICIPAL COURT – *submitted for Final Presentation*

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

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: Flores, Graham, Maestri, Martinez, Martinez Ortega and Winner. Motion carried 6-0.

MINUTES

S-8 ORDINANCE NO 10205 APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE (1) A CONTRACT TO BUY AND SELL REAL ESTATE BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AS SELLER, AND INHABX, LLC, A COLORADO LIMITED LIABILITY COMPANY, AS BUYER, AND (2) A CONTRACT TO BUY AND SELL REAL ESTATE BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AS BUYER, AND INHABX, LLC, A COLORADO LIMITED LIABILITY COMPANY, AS SELLER, RELATING TO RFP 22-017 FOR THE SALE OF PROPERTY LOCATED IN "THE BLUFFS" SECTION OF "THE BLOCKS" – *submitted for Final Presentation*

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

PUBLIC HEARING:

- John Wark appeared in person to speak in favor of this ordinance

Seeing no one else 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: Flores, Graham, Maestri, Martinez, Martinez Ortega and Winner. Motion carried 6-0.

S-9 ORDINANCE NO 10206 APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT TO BUY AND SELL REAL ESTATE BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND BLUFFS OPPORTUNITY ZONE BUSINESS, LLC, A COLORADO LIMITED LIABILITY COMPANY, FOR THE SALE OF PROPERTY LOCATED IN THE DELAVAN PLACE SUBDIVISION OF THE COUNTY OF PUEBLO, STATE OF COLORADO – *submitted for Final Presentation*

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

PUBLIC HEARING:

- John Wark appeared in person to speak in favor of this ordinance

Seeing no one else 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: Flores, Graham, Maestri, Martinez, Martinez Ortega and Winner. Motion carried 6-0.

S-10 ORDINANCE NO 10207 AMENDING SECTION 3-2-2 OF CHAPTER 2, OF TITLE III OF THE PUEBLO MUNICIPAL CODE RELATING TO THE POWERS AND DUTIES OF THE FIRE CHIEF – *submitted for Final Presentation*

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

MINUTES

PUBLIC HEARING:

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

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

Roll Call - Ayes: Flores, Graham, Maestri, Martinez, Martinez Ortega and Winner. Motion carried 6-0.

S-11 ORDINANCE NO 10208 AMENDING THE FISCAL YEAR 2022 STAFFING ORDINANCE BY ADDING FIVE (5) FULL-TIME POSITIONS TO THE AUTHORIZED STAFFING FOR THE PURPOSE OF SUPPORTING COMMUNITY DEVELOPMENT ACTIVITIES – *submitted for Final Presentation*

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

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: Flores, Graham, Maestri, Martinez, and Martinez Ortega. Nays: Winner. Motion carried 5-1.

S-12 ORDINANCE NO 10209 AMENDING SECTION 6-5-16 OF CHAPTER 5, OF TITLE VI OF THE PUEBLO MUNICIPAL CODE RELATING TO THE FY 2022 CLASSIFICATION AND PAY PLAN BY ESTABLISHING THE PAY SCALE FOR CIVIL ENGINEER TRANSPORTATION – *submitted for Final Presentation*

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

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: Flores, Graham, Maestri, Martinez, and Martinez Ortega. Nays: Winner. Motion carried 5-1.

S-13 ORDINANCE NO 10210 AMENDING SECTION 6-5-16 OF CHAPTER 5, OF TITLE VI OF THE PUEBLO MUNICIPAL CODE RELATING TO THE FY 2022 CLASSIFICATION AND PAY PLAN BY ESTABLISHING THE PAY SCALE FOR DEPUTY DIRECTOR PUBLIC WORKS – *submitted for Final Presentation*

MINUTES

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

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: Flores, Graham, Maestri, Martinez, and Martinez Ortega. Nays: Winner. Motion carried 5-1.

T. COUNCIL MEMBER CONFLICT OF INTEREST

Councilmember Vicente Martinez Ortega asked to be excused from the meeting due to a conflict of interest with agenda item number T-1 and Councilmember Heather Graham asked to be excused from the meeting due to a conflict of interest with agenda item number T-2

T-1 ORDINANCE NO 10211 AMENDING THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF PUEBLO AND THE INTERNATIONAL BROTHERHOOD OF POLICE OFFICERS LOCAL 537 – *submitted for Final Presentation*

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

PUBLIC HEARING:

Seeing no one 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: Flores, Graham, Maestri, Martinez, and Winner. Motion carried 5-0 with Martinez Ortega recused.

T-2 ORDINANCE NO 10212 APPROVING AND ENACTING THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF PUEBLO AND THE PUEBLO ASSOCIATION OF GOVERNMENT EMPLOYEES COMMENCING JANUARY 1, 2023, AND AUTHORIZING THE MAYOR TO EXECUTE SAME – *submitted for Final Presentation*

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

PUBLIC HEARING:

- BJ Aragon appeared in person to speak in favor of this ordinance
- Lisa appeared in person to speak in favor of this ordinance

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

MINUTES

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

Roll Call - Ayes: Flores, Maestri, Martinez, Martinez Ortega and Winner. Motion carried 5-0 with Graham recused.

U. EXECUTIVE SESSION

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

> To instruct negotiators regarding economic development projects and issues presented by the Pueblo Economic Development Corporation, acting as agent for the City of Pueblo.

Roll Call - Ayes: Flores, Graham, Maestri, Martinez, Martinez Ortega and Winner. Motion carried 6-0.

ADJOURN: 9:43 p.m. President Graham Adjourned the Meeting into Executive Session.

Executive Session began at 9:46 p.m. and ended at 10:27 p.m.

Respectfully submitted,

Marisa Stoller
City Clerk

City Clerk's Office Item # M-1

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: July 11, 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 $44,324 TO CENTRAL STATES ROOFING & INSULATING COMPANY, INC., AND SETTING FORTH $10,000 FOR CONTINGENCIES, FOR PROJECT NO. 22-050 PARKS MAINTENANCE OFFICE ROOF AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

SUMMARY:

Attached is a resolution awarding a construction contract to Central States Roofing & Insulating Company, Inc., for Project No. 22-050 Parks Maintenance Office Roof.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

In general, this project will consist of the removal of two existing asphaltic roofing systems and any underlying insulation down to the surface of the wood decks, removal of flashings and counterflashing. On Roof 1, install a new fully adhered fleeceback EPDM membrane over the top of the new base ply, and other related construction; on Roof 2, install and mechanically attach five inches of insulation and coverboard with a fully adhered fleeceback EPDM membrane over the top, and other related construction.

FINANCIAL IMPLICATIONS:

Funding (including contingencies) in the amount of $54,324.00 will be paid from account CIAN22 Roof Maintenance and Repair.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Denial of this resolution will cancel the project.

RECOMMENDATION:

Approval of the Resolution.

Attachments:
Bid Summary Sheet

As Amended
July 11, 2022

RESOLUTION NO. 14937

A RESOLUTION AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF $44,324 TO CENTRAL STATES ROOFING & INSULATING COMPANY, INC., AND SETTING FORTH $10,000 FOR CONTINGENCIES, FOR PROJECT NO. 22-050 PARKS MAINTENANCE OFFICE ROOF AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

WHEREAS, competitive bids for the Project No. 22-050 Parks Maintenance Office Roof have been received and examined; and

WHEREAS, the proposal of Central States Roofing & Insulating Company, Inc., was the lowest of those bids determined to be responsive, and the Committee of Awards recommends to the City Council that it authorize Project No. 22-050 to be performed; NOW, THEREFORE,

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

SECTION 1.

City Council authorizes Project No. 22-050 Parks Maintenance Office Roof to be performed, and the contract for said project is hereby awarded to Central States Roofing & Insulating Company, Inc., in the amount of $44,324.00.

SECTION 2.

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 3.

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…….$10,000.00

SECTION 4.

Funds in the amount of $54,324.00 for Project 22-050 shall be from Project No. CIAN22 Roof Maintenance and Repair.

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 July 11, 2022

BY: Sarah Martinez
MEMBER OF CITY COUNCIL

APPROVED: _____
PRESIDENT OF CITY COUNCIL

ATTESTED BY: _____
CITY CLERK

Bid: 22-050 Parks Maintenance Office Roof					Colorado States Roofing & Insulating Company, Inc.	B & M Roofing of Colorado, Inc.
Opening Date: June 29, 2022 Time: 10:00:00 AM						
Item	**Description**	**Estimated Quantity**				
1	Demo existing asphaltic roof, insulation, flashings, counterflashing	1270	SF	*Unit Price*	*3.92*	*3.93*
				Amount	4,978.40	4,991.10
2	Install fleece-backed EPDM membrane (Roof 1)	930	SF	*Unit Price*	*24.60*	*40.42*
				Amount	22,878.00	37,590.60
3	Install fleece-backed EPDM membrane roof on 5-inch Foam ISO insulation and tapered insulation (Roof 2)	340	SF	*Unit Price*	*32.79*	*63.01*
				Amount	11,148.60	21,423.40
4	Mobilization/Demobilization	1	LS	*Unit Price*	*5,319.00*	*9,834.00*
				Amount	5,319.00	9,834.00
				Grand Total Bid	**$44,324.00**	**$73,839.10**

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

City Clerk's Office Item # M-2

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: July 11, 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 $175,382.50 TO DOUG VAUGHN, LLC., AND SETTING FORTH $21,227.20 FOR CONTINGENCIES, FOR PROJECT NO. 22-051 EILERS NEIGHBORHOOD SIDEWALKS AND CURB RAMPS AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

SUMMARY:

Attached is a resolution awarding a construction contract to Doug Vaughn, LLC., for Project No. 22-051 Eilers Neighborhood Sidewalks and Curb Ramps (CDBG).

PREVIOUS COUNCIL ACTION:

Ordinance 9951, final adoption by City Council on June 14, 2021, approved the 2020-2024 Consolidated Plan and the 2020 Annual Action Plan which created project CD2011 for Eilers Sidewalks.

BACKGROUND:

This project will consist of the removal and replacement of existing damaged concrete sidewalk, installation of new concrete sidewalks, curb ramps, alley approaches, and other incidental items related to the construction of the project on Bohmen Avenue, Mahren Avenue, and Egan Avenue, located between Mesa Avenue and E. Northern Avenue.

FINANCIAL IMPLICATIONS:

Funding (including contingencies) in the amount of $196,609.70 will be paid from account CD2011 Eilers Sidewalks.

BOARD/COMMISSION RECOMMENDATION:

None

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Denial of this resolution will cancel the project.

RECOMMENDATION:

Approval of the Resolution.

Attachments:
Bid Summary Sheet

RESOLUTION NO. 14930

A RESOLUTION AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF $175,382.50 TO DOUG VAUGHN, LLC., AND SETTING FORTH $21,227.20 FOR CONTINGENCIES, FOR PROJECT NO. 22-051 EILERS NEIGHBORHOOD SIDEWALKS AND CURB RAMPS AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

WHEREAS, competitive bids for the Project No. 22-051 Eilers Neighborhood Sidewalks and Curb Ramps (CDBG) have been received and examined; and

WHEREAS, the proposal of Doug Vaughn LLC., was the only bid received, but was determined to be responsive, and the Committee of Awards recommends to the City Council that it authorize Project No. 22-051 to be performed; NOW, THEREFORE,

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

SECTION 1.

City Council authorizes Project No. 22-051 Eilers Neighborhood Sidewalks and Curb Ramps (CDBG) to be performed, and the contract for said project is hereby awarded to Doug Vaughn, LLC., in the amount of $175,382.50.

SECTION 2.

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 3.

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……$21,227.20

SECTION 4.

Funds for Project 22-051 (including contingencies and additional work) shall be from Project No. CD2011 Eilers Sidewalks.

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 July 11, 2022

BY: Dennis E. Flores
MEMBER OF CITY COUNCIL

APPROVED: _____
PRESIDENT OF CITY COUNCIL

ATTESTED BY: _____
CITY CLERK

Bid: 22-051 Eilers Neighborhood Sidewalks and Curb Ramps (CDBG) Opening Date: June 21, 2022 Time: 10:00:00 AM					Doug Vaughn, LLC
Item	**Description**	**Estimated Quantity**			
1	Remove Asphalt	1669	S.F.	*Unit Price*	*3.50*
				Amount	5,841.50
2	Remove Curb and Gutter	331	L.F.	*Unit Price*	*6.00*
				Amount	1,986.00
3	Remove Concrete	5336	S.F.	*Unit Price*	*4.00*
				Amount	21,344.00
4	Remove Reinforced Concrete	99	S.F.	*Unit Price*	*4.00*
				Amount	396.00
5	Remove Curb Head	56	L.F.	*Unit Price*	*6.00*
				Amount	336.00
6	Remove Tree 24" Dia.	1	Each	*Unit Price*	*3,000.00*
				Amount	3,000.00
7	Remove Tree 36" Dia.	1	Each	*Unit Price*	*5,000.00*
				Amount	5,000.00
8	Construct Curb Head	389	L.F.	*Unit Price*	*30.00*
				Amount	11,670.00
9	Construct Curb and Gutter	492	L.F.	*Unit Price*	*30.00*
				Amount	14,760.00
10	Construct 4" Concrete	4762	S.F.	*Unit Price*	*6.00*
				Amount	28,572.00
11	Construct 6" Concrete	1636	S.F.	*Unit Price*	*7.00*
				Amount	11,452.00
12	Construct 7" Reinforced Concrete	754	S.F.	*Unit Price*	*11.00*
				Amount	8,294.00
13	Construct Asphalt Roadway Patch	1257	S.F.	*Unit Price*	*8.00*
				Amount	10,056.00
14	Install 24"x30" Tactile Band	40	Each	*Unit Price*	*200.00*
				Amount	8,000.00
15	Remove Fence Chain Link	10	L.F.	*Unit Price*	*20.00*
				Amount	200.00
16	Install Sidewalk Drain	10	L.F.	*Unit Price*	*50.00*
				Amount	500.00
17	Subgrade Stabilization	15	Ton	*Unit Price*	*45.00*
				Amount	675.00
18	Mobilization	1	L.S.	*Unit Price*	*25,000.00*
				Amount	25,000.00
19	Construction Traffic Control	1	L.S.	*Unit Price*	*18,000.00*
				Amount	18,000.00
20	Erosion and Sediment Control	1	L.S.	*Unit Price*	*300.00*
				Amount	300.00
				Grand Total Bid	**$175,382.50**

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

City Clerk's Office Item # M-3

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: July 11, 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 RATIFYING AN EMERGENCY CONSTRUCTION CONTRACT IN THE AMOUNT OF $80,336.30 TO PARKER EXCAVATING, INC., AND SETTING FORTH $10,000 FOR CONTINGENCIES, FOR PROJECT NO. 22-055E EMERGENCY REPAIR PROJECT FOR 522 AND 530 SKYWAY (AT THE PUEBLO MEMORIAL AIRPORT) AND APPROVING THE PURCHASING AGENT'S EXECUTION OF SAME

SUMMARY:

This Resolution ratifies and approves award of a construction contract to Parker Excavating, Inc., for Project No. 22-055E Emergency Repair Project for 522 and 530 Skyway (at the Pueblo Memorial Airport).

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

In general, this project consists of the emergency installation of new PVC sanitary sewer lines and a new sanitary manhole to re-establish services to 522 and 530 Skyway (at the Pueblo Memorial Airport). If we did not fix the sanitary sewer lines, the City of Pueblo would be in violation of its contracts with the leasers to have functioning toilet facilities.

FINANCIAL IMPLICATIONS:

Funding (including contingencies) in the amount of $90,336.30 will be paid from account CIAN20 City Building Repairs.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

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

RECOMMENDATION:

Approval of the Resolution.

Attachments:
Bid Summary Sheet

RESOLUTION NO. 14931

A RESOLUTION RATIFYING AN EMERGENCY CONSTRUCTION CONTRACT IN THE AMOUNT OF $80,336.30 TO PARKER EXCAVATING, INC., AND SETTING FORTH $10,000 FOR CONTINGENCIES, FOR PROJECT NO. 22-055E EMERGENCY REPAIR PROJECT FOR 522 AND 530 SKYWAY (AT THE PUEBLO MEMORIAL AIRPORT) AND APPROVING THE PURCHASING AGENT'S EXECUTION OF SAME

WHEREAS, informal bids for the Project No. 22-055E Emergency Repair Project for 522 and 530 Skyway (at the Pueblo Memorial Airport) have been received and examined; and

WHEREAS, the proposal of Parker Excavating, Inc., was the lowest of those bids determined to be responsive, and the Committee of Awards recommends to the City Council that it authorize Project No. 22-055E to be performed; and

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

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

SECTION 1.

City Council ratifies and approves the contract for the repair of sanitary sewer lines with Parker Excavating, Inc., Project No. 22-055E Emergency Repair Project for 522 and 530 Skyway (at the Pueblo Memorial Airport) awarded to said bidder in the amount of $80,336.30.

SECTION 2.

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 3.

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……$10,000.00

SECTION 4.

Funds in the amount of $90,336.30 for Project 22-055E shall be from Project No. CIAN20 City Building Repairs.

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. Furthermore, all actions previously taken by officers and staff of the City consistent with the contract including any payments authorized under the contract is hereby ratified.

SECTION 6.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED July 11, 2022

BY: Dennis E. Flores
MEMBER OF CITY COUNCIL

APPROVED: _____
PRESIDENT OF CITY COUNCIL

ATTESTED BY: _____
CITY CLERK

22-055E Emergency Repair Project for 522 and 530 Skyway					**Parker**	**KR Swerdfeger**	**RGX (Russ Grading & Excavating)**
Submittal Deadline: June 16, 2022							
Project Manager: Charles Roy, Public Works Engineering Manager							
Item	**Description**	**Estimated Quantity**					
1	Plumb inside B.522	1	LS	*Unit Price*	*2000.00*	*3500.00*	*17325.00*
				Amount	2000.00	3500.00	17325.00
2	Install 8-inch SDR35 main extension	80	LF	*Unit Price*	*153.00*	*143.00*	*134.00*
				Amount	12240.00	11440.00	10720.00
3	Install 6-inch SDR35 main	160	LF	*Unit Price*	*120.00*	*143.00*	*59.00*
				Amount	19200.00	22880.00	9440.00
4	Install 4-inch Taps	3	EA	*Unit Price*	*200.00*	*300.00*	*150.00*
				Amount	600.00	900.00	450.00
5	Install Dead-end Manhole (48-inch)	1	EA	*Unit Price*	*4300.00*	*4000.00*	*4500.00*
				Amount	4300.00	4000.00	4500.00
6	B.530: Install 4-inch SDR35 pipe and 1 set double clean-outs	60	LF	*Unit Price*	*95.00*	*155.50*	*60.00*
				Amount	5700.00	9330.00	3600.00
7	B.522: Install 4-inch SDR35 pipe and 2 sets double clean-outs	220	LF	*Unit Price*	*95.00*	*150.00*	*46.50*
				Amount	20900.00	33000.00	10230.00
8	Install Flowable Fill Material	130	CY	*Unit Price*	*167.00*	*175.00*	*154.00*
				Amount	21710.00	22750.00	20020.00
9	Asphalt Patch 5-inch HMA on 6-inch Class 6 ABC	40	LF	*Unit Price*	*73.00*	*77.00*	*70.00*
				Amount	2920.00	3080.00	2800.00
10	Mobilization	1	LS	*Unit Price*	*0.00*	*1500.00*	*3500.00*
				Amount	0.00	1500.00	3500.00
11	Remove and replace 4-inch concrete	50	SF	*Unit Price*	*5.00*	*15.00*	*15.00*
				Amount	250.00	750.00	750.00
-	Credit for materials already on site	1	LS	*Unit Price*	*-8000.00*	*0.00*	*0.00*
				Amount	-8880.00	0.00	0.00
+	Proposed addition for contingencies	1	LS	*Unit Price*	*0.00*	*22626.00*	*0.00*
				Amount	0.00	22626.00	0.00
				Grand Total Bid	**$80,940.00**	**$135,756.00**	**$83,335.00**
				NOTES	already on nearby site - $0 mobilization	included contingencies 20%	Prices for pipe and materials may increase

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

BACKGROUND PAPER FOR PROPOSED RESOLUTION

COUNCIL MEETING DATE: July 11, 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 ESTABLISHING PROJECT CI2210, PUBLIC WORKS ASSET MANAGEMENT PROJECT, TRANSFERRING FUNDS IN THE AMOUNT OF $145,000 FROM THE PUBLIC WORKS OPERATING BUDGET FOR CONTRACT SERVICES, TRANSFERRING FUNDS IN THE AMOUNT OF $162,829.21 FROM PROJECT ACCOUNT HUAN01, STREET RESURFACING, APPROVING AMENDMENT NO. 1 TO THE MASTER SUBSCRIPTION AGREEMENT IN THE AMOUNT OF $144,448.74 BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND BRIGHTLY SOFTWARE, INC., A NORTH CAROLINA CORPORATION, FORMERLY DUDE SOLUTIONS, INC., FOR PROJECT NO. 21-041 PUEBLO STREET ASSESSMENT PROJECT, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

SUMMARY:

This Resolution establishes project CI2210, Public Works Asset Management Project, transfers $145,000 from the Public Works Operating Budget for Contract Services, transfers $162,829.21 from Project No. HUAN01 – Street Resurfacing, approves Amendment No. 1 to the Master Subscription Agreement awarded to Brightly Software, Inc., formerly Dude Solutions, Inc., in the amount of $144,448.74 for Project No. 21-041 Pueblo Street Assessment Project.

PREVIOUS COUNCIL ACTION:

Resolution 14728, dated October 12, 2021, approved a Master Subscription Agreement for Software License with Dude Solutions, Inc. for $162,829.21.

BACKGROUND:

The City of Pueblo solicited requests for proposals for contract services to evaluate the City's streets for condition and drivability. Additionally, proposers were requested to recommend a Pavement Management Software solution to assist the City with capital

expenditure budgeting and project planning. Dude Solutions, Inc. was selected as the lowest, most responsive bid for the software agreement for the street assessment data and was awarded a Master Subscription Agreement.

The proposed amendment amends all Agreement documents to replace Dude Solutions, Inc., with the current company name of Brightly Software, Inc., Amendment No. 1 also provides for a modification to the original cost breakdown, with credits applied, towards the purchase of an upgraded software module for the City of Pueblo facilities asset management. Because the software solution is for both street and facilities asset management, this software can no longer be paid from the Street Resurfacing Project, HUAN01. This Resolution transfers the funds used for the street asset management portion of the project from the Street Resurfacing Project and transfers the funds used for the facilities asset management portion of the project from the Public Works operating budget for contract services.

FINANCIAL IMPLICATIONS:

Funds in the amount of $162,829.21 shall be transferred from Project No. HUAN01, Street Resurfacing to Project No. CI2210, Public Works Asset Management Project.

Funds in the amount of $145,000 shall be transferred from the Public Works operating budget for contract services to Public Works Asset Management Project, No. CI2210.

Funds in the amount of $144,448.74 shall be paid from the Public Works Asset Management Project, No. CI2210.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Resolution.

STAKEHOLDER PROCESS:

Not applicable to this Resolution.

ALTERNATIVES:

Denial of this Resolution will result in the delay of the Project.

RECOMMENDATIONS:

Approve the Resolution.

Attachments:
Proposed Resolution
Proposed Amendment No. 1

RESOLUTION NO. 14932

A RESOLUTION ESTABLISHING PROJECT CI2210, PUBLIC WORKS ASSET MANAGEMENT PROJECT, TRANSFERRING FUNDS IN THE AMOUNT OF $145,000 FROM THE PUBLIC WORKS OPERATING BUDGET FOR CONTRACT SERVICES, TRANSFERRING FUNDS IN THE AMOUNT OF $162,829.21 FROM PROJECT ACCOUNT HUAN01, STREET RESURFACING, APPROVING AMENDMENT NO. 1 TO THE MASTER SUBSCRIPTION AGREEMENT IN THE AMOUNT OF $144,448.74 BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND BRIGHTLY SOFTWARE, INC., A NORTH CAROLINA CORPORATION, FORMERLY DUDE SOLUTIONS, INC., FOR PROJECT NO. 21-041 PUEBLO STREET ASSESSMENT PROJECT, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

WHEREAS, Project No. 21-041 (HUAN01), Street Resurfacing Project was awarded to Dude Solutions, Inc., on October 12, 2021, and

WHEREAS, the City of Pueblo and Brightly Software, Inc., formally Dude Solutions, Inc., desire to modify the Agreement; NOW, THEREFORE,

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

SECTION 1.

Capital Project No. CI2210, Public Works Asset Management Project, is hereby established.

SECTION 2.

Funds in the amount of $145,000.00 shall be transferred from the 2022 Public Works operating budget, Contract Services, to Project No. CI2210, Public Works Asset Management Project.

SECTION 3.

Funds in the amount of $162,829.21 shall be transferred from Project No. HUAN01, Street Resurfacing Project, to Project No. CI2210, Public Works Asset Management Project.

SECTION 4.

Amendment No. 1 to the Master Subscription Agreement (“Amendment”), by and between the City of Pueblo, A Municipal Corporation, and Brightly Software, Inc., a North Carolina Corporation, a copy of which is attached hereto, having been approved as to form by the City Attorney, is hereby approved, and City Council authorizes the additional work contemplated by the Amendment to be performed in the amount of $144,448.74.

SECTION 5.

Funds in the amount of $144,448.74 for said Amendment shall be paid from the Project No. CI2210, Public Works Asset Management Project.

SECTION 6.

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

SECTION 7.

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

SECTION 8.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED July 11, 2022

BY: Dennis E. Flores
MEMBER OF CITY COUNCIL

APPROVED: _____
PRESIDENT OF CITY COUNCIL

ATTESTED BY: _____
CITY CLERK

AMENDMENT NO. 1 TO THE
MASTER SUBSCRIPTION AGREEMENT
BY AND BETWEEN THE
CITY OF PUEBLO AND BRIGHTLY SOFTWARE, INC.

This Amendment No. 1 to the Master Subscription Agreement ("Amendment") is executed and to be effective as of the _____ day of _____, 2022 by and between the City of Pueblo, Colorado, a Colorado Municipal Corporation (hereafter referenced as "Subscriber") and Brightly Software, Inc., a Delaware Corporation registered to do business in the State of Colorado, formerly Dude Solutions, Inc. (hereafter referenced as "DSI"). Subscriber and DSI are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

WHEREAS, Subscriber and DSI entered into that certain Master Subscription Agreement dated the 27th day of October, 2021 (the "Agreement") for Bid 21-041B RFP - Contracting Services for City of Pueblo Street Assessment Project - Software; and

WHEREAS, Subscriber and DSI desire to modify the Agreement pursuant to the provisions set forth herein.

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

AGREEMENT

1. The Agreement documents shall be amended in all sections to replace Dude Solutions, Inc. with the current company name of Brightly Software, Inc. DSI's offices are located at 11000 Regency Parkway, Suite 110, Cary, North Carolina 27518.

2. DSI shall commence and complete work according to the Proposal dated June 29, 2022 attached hereto and incorporated herein as Exhibit A, including its responsibilities under the Agreement, and all documentation provided to Subscriber detailing the products, services, and their functions.

3. Exhibit B to this Amendment No. 1 details an amendment to the original cost breakdown with the credits applied toward the purchase of an upgraded software module. DSI shall provide these credits and additional items as generally described in said Exhibit B in accordance with the terms of the Agreement and any and all prior amendments thereto.

4. The original Order Form attached to the Agreement, detailing the Subscription Fees to be charged for the 38 month term from November 1, 2021 through December 31, 2024, is hereby deleted in its entirety and replaced with the Order Form attached hereto as Exhibit B. DSI shall perform all services as indicated therein and in accordance with the Agreement and its amendments and addendums. All amounts previously paid by Subscriber will be credited towards the new amount due as set forth in Exhibit B. The aggregate compensation payable to DSI for the additional items and services shall not exceed the maximum amount of $144,448.74, as set forth in Exhibit B.

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

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

7. Counterparts. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same document with the same effect as if all Parties had signed the same original. The Parties further agree that transmission of this Amendment by any electronic format,

telecopy or via email in a PDF format, shall be deemed transmission of the original Amendment for all purposes. Electronic signatures shall be deemed valid and binding to the same extent as the original

IN WITNESS WHEREOF, the Parties to this Amendment have set forth their hand, to be effective as of the effective date.

CITY OF PUEBLO, A MUNICIPAL CORPORATION

By_____
Naomi C. Hedden, Director of Purchasing

Attest_____
Marisa Stoller, City Clerk

[S E A L]

BRIGHTLY SOFTWARE, INC.

By_____
DSI's Authorized Representative Signature

_____
DSI's Authorized Representative's Name & Title

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

_____
Laura Solano, Chief of Staff

APPROVED AS TO FORM:

_____
Dan Kogovsek, City Attorney

Attachment(s): Exhibit A: Brightly Software Proposal dated June 29, 2022
Exhibit B: City of Pueblo – Brightly Software Contract Cost Detail
Additional Information for Amendment

Exhibit A

Excerpt from Brightly Solutions Proposal dated June 29, 2022, pages 1 - 33

PREPARED FOR
City Of Pueblo ("Subscriber")

Andrew Hayes
Public Works Director
1 City Hall Place
Pueblo, CO 81003

PREPARED BY
Brightly Software Inc ("Company")

11000 Regency Parkway, Suite 400

Cary, NC 27518

Dude Solutions is now Brightly. Same world-class software, new look and feel.

Meet Brightly at brightlysoftware.com

PUBLISHED ON
June 29, 2022

1



Q-269836

Pricing is based on 111,000 City population and includes unlimited users.

Service Term: 30 months (08/01/2022 - 01/31/2025)

Services			
Services Invoice - Year 1			
Item	**Start Date**	**End Date**	**Investment**
+1 Product Bundle Promotion	8/1/2022	1/31/2023	-2,896.97 USD
Asset Essentials Professional Plus	8/1/2022	1/31/2023	13,985.87 USD
Predictor Facilities/Physical Plant	8/1/2022	1/31/2023	5,327.23 USD
Year 1 Total:		**Subscription**	**16,416.13 USD**

The Services invoice for Year 1 will be issued upon acceptance of the Order Form. Subsequent Services Invoices will be sent annually.

*2 months included at no charge on the first invoice.

Professional Services	
Facility Condition Assessment for 444602.0 Square Feet	52,267.41 USD
PM Schedule Creation for 444602.0 Square Feet	7,073.62 USD
Equipment Barcode Tagging	7,073.62 USD
Asset Essentials Professional Consulting	13,015.00 USD
Asset Essentials Standard Implementation	1,615.00 USD
Predictor Enterprise Implementation Promotion	-6,185.70 USD
Professional Services Year 1 Total:	**96,188.95 USD**

Capital Predictor Enterprise Implementation - Additional Asset class	21,330.00 USD
Professional Services Year 1 Total:	**96,188.95 USD**
Total Year 1 Services & Professional Services	**112,605.08 USD**

Sourcewell purchasing contract:

- https://www.sourcewell-mn.gov/cooperative-purchasing/090320-sdi#tab-contract-documents (https://www.sourcewell-mn.gov/cooperative-purchasing/090320-sdi#tab-contract-documents).
- Contract #090320-SDI
- Expiration date: 11/2/2024

Remaining Services Invoices

Year 2	Annual period beginning	Investment
+1 Product Bundle Promotion	2/1/2023	-9,212.35 USD
Asset Essentials Professional Plus	2/1/2023	44,475.08 USD
Predictor Facilities/Physical Plant	2/1/2023	16,940.60 USD
	Total:	**52,203.33 USD**

Year 3	Annual period beginning	Investment
+1 Product Bundle Promotion	2/1/2024	-9,765.08 USD
Asset Essentials Professional Plus	2/1/2024	47,143.58 USD
Predictor Facilities/Physical Plant	2/1/2024	17,957.04 USD
	Total:	**55,335.54 USD**

Asset Essentials – Assets, GIS, and PM Schedules Implementation Consulting Package

Statement of Work

Purpose

Brightly's (Company) Asset Essentials is designed to provide our clients with focused guidance by experienced consultants to ensure an effective and efficient implementation and a faster ROI. This includes - meeting with key stakeholders to ensure the set-up and configuration of the system will meet the client's current and future needs; location and category hierarchies are configured appropriately; workflows meet the needs of the business; available data is cleaned, aligned and imported; and end users are trained and ready for go-live.

Value

By partnering with Brightly, you are provided expert guidance in the best practice configuration and usage of Asset Essentials. The following are ways in which this value is realized:

- Faster time to value: clients who leverage our focused consulting services see implementation time frames that are up to four times faster than clients who do not utilize our services.
- Expert data management: we work with client data every day and provide guidance on creating good data for reporting. In partnership, we will help clean up and import data for you, allowing you more time to focus on your daily operations, and not the one-time activities necessary to get your account configured effectively.
- Dedicated professional services: the partnership between you and your consultant will align Asset Essentials best practices, configuration and workflows to best meet your business needs. Our team will bring their thousands of hours of expertise to the table, helping ensure a smooth transition to your new CMMS system.

Deliverables

- Project kick-off call with a Company Project Coordinator
- Determine specific maintenance related goals and objectives to drive the most effective Asset Essentials configuration to meet the client's current and future needs
- Determine and set-up appropriate workflows and drop-down lists
- Review, cleanse and import available user, location, asset, and scheduled PM data
- Establish integration with client GIS system, configure up to 10 client GIS layer syncs
- Assets, PMs and Corrective Work Order Processes
- Training for Admins, Leads and Full Users
- Go-Live Support for additional assistance during roll-out
- Unlimited access to Help Site, Virtual Classroom Trainings, and Best Practice webinars – during and after implementation

Methodology and Approach

Brightly or a qualified Service Provider (Company Service Provider) will interview your key maintenance stakeholders to determine account configurations and settings. With over 12,000 clients successfully using our software, we understand the importance of understanding your goals, objectives, and current workflows, as well as the importance of getting to know your users. Your professional services implementation will begin with an Orientation Call with a dedicated Project Coordinator. Additional resources will help prepare you for your consulting time through access to a project collaboration tool (Basecamp) where a team of implementation specialists will help answer questions and provide access and recommendations for Virtual Classroom Training sessions. Once your data has been collected you will be ready to work with your assigned consultant to understand your workflow, cleanse and import your data, configure your account and offer user-role based software training sessions. Below are topics that will be discussed with your Company Service Provider:

- The primary reasons your organization began a CMMS search
- The ideal timeline for completion
- Business deadlines that drive this timeline
- Project team members who will be participating in the implementation, and their roles
- Internal champions for this project
- Sceptics that may require additional change management support
- Issues, barriers, or roadblocks that your organization experienced with previous software implementations
- Resolution of those issues for this implementation/conversion
- Aspects of AE planned for immediate use
- Aspects of AE planned for future use
- Aspects of AE planned not to be used

	Immediate use	Future use	Not planned
Mobile App			
Cost Centers/Budgets			
Connector Tool Integration			
Projects			
Parts and POs			
Capital Forecast/Predictor Core			
Citizen Portal			
Mobile profiles			
Map-based Work Orders			

GIS Asset Management			
PM scheduling and best practices			
AE Reporting			

Goals and Reporting

- Reports/information needed from Asset Essentials for who and how often
- Key maintenance metrics
- Overall goals of your maintenance department
- Goals/needs from Asset Essentials CMMS
- Measures of success for this implementation

Users

- Users who will use Asset Essentials
- Roles for each user
- Responsibilities of each role including unique responsibilities within common roles
- Permissions per role
- Requester access, usage and approval
- Specialized user needs
- Departments

Public Works Departments

- Multiple site(s)
- Facility layout –
- Parent-child Locations for Buildings and Rooms
- Identifying Building-type Locations
- Management/supervisory responsibilities by functional area
- Similarities/differences between facilities

Mapping:

- WO creation from Map
- Citizen Portal (requires OIDC in Gov, not available in Edu)
- Mobile Profiles (available to all clients in Gov, requires GIS in Edu)

GIS:

- Configure GIS Map Settings
- Review Map Layers
- GIS Layer Configuration and Syncing Assets

Assets

- Asset life cycle process within your operation

- Major types/categories of equipment
- Asset Parent-child relationships
- Meters used
- Key reporting needed to drive effective asset management

Maintenance Operations

- Maintenance department org chart/hierarchy
- Techs specialized or general or both
- Tech service areas (if applicable)
- Departments other than maintenance involved in Asset Essentials -
- What departments
- Type of involvement
- Contractors

Workflow

- WO workflow processes –
- Requests/Corrective WO's
- Determining factors for who gets assigned each corrective or PM WO
- Examples include Location, Work Category, Type, Status, Priority, etc.
- Steps in the process -
- Requester process
- Approval process, if required
- Assignment Process
- Completion requirements
- Mobile app usage
- PM's
- Assigned from PM to an individual or flow through a planner/supervisor
- Asset Essentials creates Location or Asset-based PMs
- Tasks Library
- Scheduling cycles and stacking groups
- Overall WO management
- Prioritization
- Daily/Weekly needs
- Cost Tracking
- Building Views
- WO Reporting

Go Live Support

- Begin using AE as your primary CMMS
- Provide internal support for basic usability questions
- Up to 4 weekly follow up sessions with your Implementation Specialist to review progress with rollout and user adoption.

Implementation Complete!

- Project Close
- Begin working with Company's Legendary Support Team (LST) for ongoing user questions

Sample consulting engagement

Our primary goal is to assist your team in their transition to a new solution. Through our interviews with key staff, we will identify your objectives to focus on during our stay. Below you'll find an example schedule of a typical consulting engagement. Time invested into each phase varies based on client need.

Discovery Phase

The discovery phase is typically a phone or web interview that typically lasts a couple of hours

- Interview maintenance and operations managers/supervisors, technicians, operators
- Overview of application with key stakeholders
- Define workflow and use-cases within the applications
- Discuss change management and strategy

Data Loading and Configuration

Preparing Data is a key component of the service and requires client input, but the consultant will take care of the rest!

- Data review of existing data from previous CMMS system or data sets
- Map current data into AE setup and format
- Configure GIS Map Settings
- Review Map Layers
- GIS Layer Configuration and Syncing Assets
- Determine priority of data load to meet use-cases
- Review data in AE and discuss data management

Use-case setup and PM training

Setup workflow to meet use-cases and begin PM training

- Refinements to configuration, workflow and data as needed
- Build workflow to meet agreed use-cases
- Refine Request/Work Order templates to capture required data
- Training on creating and maintaining PMs with application Admins and Supervisors

Hands-on User Training

User training sessions by user role or function and typically last up to 90 minutes for up to 10-15 users

- Train end users – supervisors, technicians and requestors
- Hands on training of reactive workflow with Supervisors
- Mobile or Desktop training available for most user roles

Evaluation

At the conclusion of the consulting service, the consultant will forward notes to your project coordinator capturing what was accomplished and any recommended next steps. The project coordinator will schedule a follow-up call within 2 weeks of the consulting service. Ongoing communication until the project is complete will be through your Basecamp project.

Post Enablement Support

After data is loaded, the account configured, and users are trained the system is ready to roll-out

- Support go-live – adjust configuration, provide additional training and data entry support
- Review aspects of AE planned for future use
- Define follow-up tasks and next steps
- Define Post Launch Support point of contact

Project Assumptions

Company has made the following general assumptions in this SOW to derive the estimated cost for this project. It is the responsibility of Client to validate these assumptions and responsibilities before signing the Acceptance. Deviations from these assumptions may impact Company's ability to successfully complete the project. Any changes in scope, schedule, or costs will be documented by the Project Coordinator, whether there is a cost impact or not.

- Company is not responsible for delays caused by missing data or other configuration information that is required to be available prior to the consulting service. Having the requested data and configuration information available prior to the consulting service may minimize delays so progress can be made quickly.
- Company is not responsible for updating or making configuration changes to the client GIS data

Client Assumptions

- Configuration and data options may vary based on the version of Asset Essentials and the corresponding service level that was purchased.
- Client will have access to GIS system. *ArcGIS online Viewer licenses may be required.*
- Client will have access to personnel on their side to make changes to GIS.
- GIS layers should all have unique names and Global IDs for Asset-syncing to be successful.
- Client IT department is responsible for ensuring access to mobile devices, internet connections, email access and web link access to the application(s)
- The client will schedule time for the appropriate resources to be available to the consultant for all scheduled consulting activity. The success of this process is dependent on the attendance and full engagement of the key stakeholders. The client will also provide a dedicated room or area with adequate technology for a successful consulting service, including but not limited to monitor/projector, computers/tablets, quality phone connection, and wireless internet access.
- All key stakeholders who will take part in the goals and objectives and data portions of the consulting service have attended the recommended virtual classroom trainings prior to the service.
- Prior to the consulting service, the client will provide data for each record type in Excel or CSV format in one file and one sheet with one record and its associated information per row.
- If there is no existing Asset data, the consultant will guide the client to focus on safety and location-based PMs and inspections.

- Rescheduling or cancellation of the service within 2 weeks of the scheduled delivery date will result in a $500 rescheduling fee.

Special Terms for Asset Essentials:

Asset Essentials pricing is based on a maximum storage limit of 200GB of data. Data storage that exceeds 200GB may subject to an additional fee of $200 per year per additional 200GB of storage.

Predictor Enterprise Implementation and Training - Statement of Work

Package 2

Purpose

The purpose of the Predictor Enterprise Implementation and Training Services, as scoped herein, is to deliver the model development, training, and support required to realize the value that a Predictor Enterprise subscription has to offer for building asset lifecycle models in support of the Client's infrastructure investment planning processes. To facilitate this outcome, a Brightly's (Company) Selected Consultant (Consultant) will conduct workshops with Client staff members (workshop participants) focused on developing a first-generation lifecycle model* using the Client's data.

Through the workshop experience, follow-up meetings, and post-implementation support, Client staff will be provided the opportunity to learn the essentials of building asset lifecycle models with Predictor Enterprise. With this background and understanding, Client staff will be able to assume ownership of the first-generation lifecycle models and continue to build out "what-if" scenarios after training is complete with support from the Company Selected Consultant.

Value

By partnering with Brightly, you are provided expert guidance in the best practice configuration and usage of Predictor Enterprise. In summary, the scope of the proposed Predictor Enterprise Implementation and Training Services includes:

- Workshop training sessions led by the Consultant focused on building lifecycle model(s) for the asset class(es) identified in this SOW and using the Client's data;
- Client data loaded into the lifecycle model(s) in Predictor using the asset class(es) identified in this SOW and using the Client's data and input;
- One (1) month of online support provided directly by the Consultant. This service is designed to provide Client staff with assistance in matters related to reporting; troubleshooting, and refining the previously delivered lifecycle model(s);
- Support and guidance for installing Predictor Enterprise on the Windows operating system;
- Guidance on how to structure data for effective lifecycle modeling;

*A "first-generation lifecycle model" is a fully functional Predictor Enterprise lifecycle model that can be used to present reports and explore the functional aspects of Predictor Enterprise software. However, the term 'first-generation' is used to qualify that the model may not yet be mature or accurate enough for actual decision- making purposes. Also note that a single model applies to a single asset class. For example, a model built for pavement would not include information about signage or street markings.

Per this scope of services, a first-generation lifecycle model will be developed for the asset class identified below (select one):

- Facilities

Methodology and Approach

Task 1: Pre-Workshop Kick-Off Meeting and Preparation

Consultant will work with the Client's designated Project Manager to facilitate a Kick-Off Meeting and prepare themselves and the Client's project team for data gathering and the upcoming workshop activities.

Sub-Task 1.1: Kick-Off Meeting

[Remote Task: up to 2 hours duration]

The purpose of the Kick-Off Meeting is to:

1. Review project goals and objectives;
2. Review data requirements;
3. Review available data sources and decision support criteria;
4. Schedule the workshop;
5. Determine an appropriate time for client staff to install Predictor Enterprise on Client computers;
6. Address any scope, logistical, or scheduling questions.

Sub-Task 1.2: Pre-Workshop Preparation

[Remote Task: duration is as needed, not to exceed 16 hours]

Project preparation tasks during this phase of the project will include:

1. Consultant will review relevant information provided by the Client, including data sources (such as GIS), decision support processes, plans, assessment reports, and other information that will be beneficial to the project outcomes. Consultant will advise Client of any schema or data changes required for a successful model. Consultant may make assumptions or calculate additional fields so the model may proceed to be built in a timely manner if required changes to source data are not completed by the Client in a timely manner.
2. Software installation requirements will be reviewed during the Kick-Off meeting, and access to Company online Predictor Enterprise resources will be provided. An email will be issued to designated Client staff with links to access the software, Knowledge Base, and eLearning videos. The Consultant will provide additional support as required. A meeting with a Client IT representative may be necessary.

Client Responsibilities

1. Designate a Project Manager. This person will interact directly with the Consultant to set meeting times, coordinate staff, direct feedback, approve invoices and other tasks as required to help keep the project

on track.

2. Determine who will participate in the Data Gathering and Workshop sessions. Company suggests that participants include both personnel who are actively involved in plan decision making and personnel who are responsible for managing data that contributes to the decision-making processes.
3. Determine and assemble data sources that will be used in Predictor Enterprise. This should include any existing condition rating systems, decision support criteria used to determine repair, rehabilitate, and replace, budget and planning strategies. These resources will be provided to the Consultant for review prior to the onsite workshop.
4. Complete data schema and/or data updates recommended by the consultant and provide updated data to Consultant.
5. Consultant will host the meeting using online screen sharing software (WebEx, Zoom, or similar). The Client is responsible for ensuring remote access for all Client participants.

Deliverables

1. A remotely facilitated Project Kick-Off Meeting, up to two (2) hours in duration, to be facilitated by Company's Solutions Consultant and attended by applicable Client and Consultant team members.

Task 2: Lifecycle Model Training and Model Building Workshop [Remote Task: Three-day duration]

A series of remote workshop sessions will be facilitated by the Consultant over an agreed-upon multi-day period. Ideally, remote workshop activities should be completed within a one (1) to three (3) week period. The purpose of workshop session is to train Client staff on the creation of asset lifecycle models through the process of building first-generation lifecycle models for the scoped assets, using the Client's data.

The workshop is as follows:

1. Overview Presentation and Discussion

   Workshop Session 1: (3 hours)

   Participants: Senior Managers, Asset System Managers, GIS staff, Project Manager

Consultant will step the workshop participants through a comprehensive overview of asset lifecycle modeling using Predictor Enterprise. Participants will be encouraged to ask questions and engage in discussion as Consultant presents the following:

1. Introductions and goal review;
2. An overview of strategic asset management, lifecycle modeling, and Predictor Enterprise;

3. An in-depth interactive presentation on the process of developing lifecycle models using examples in Predictor Enterprise relevant to scoped assets;
4. Integration with GIS;
5. Reporting methods.

2. Lifecycle Model Development and Training for Asset Group 1

Workshop Session 2: (3 hours)

Workshop Session 3: (3 hours)

Participants: Client Asset System Managers and their designee(s), Project Manager

Consultant will lead a training workshop for developing lifecycle model parameters for the selected asset class(es). The training will be facilitated by the Consultant using remote screens of Predictor Enterprise, GIS, and other software as required. Workshop participants may follow along using Predictor Enterprise on their laptops but are not required to do so. Aspects of lifecycle modeling that the training will focus on include:

a. Treatment parameters. The types of treatments that are currently being used, criteria for triggering treatments, and treatment effects.
b. Service State (aka Condition) criteria. Criteria for determining the service state of assets, including condition scoring, likelihood of failure, age, and other criteria as it would be used for decision making.
c. Lifecycle criteria such as material, size, location, era of installation, and other criteria that contributes toward defining the life expectancy of assets.
d. Degradation Profile. The deterioration curve of the asset(s).
e. Decision criteria. Additional decision criteria other than service state that will be used in the lifecycle model. Examples include material, criticality, capacity, location etc.
f. Decision Model. How all the criteria come together to trigger treatments and their effects in a decision model.
g. Costing data for each treatment, which are determined in the unit of measure for the asset(s).
h. Budget caps. At least one simulation should be built on existing budgets. Other simulations may be created that vary the budget amounts.
i. Data structure. Evaluate how the Client's data matches up to the decision criteria. Make note of modifications that may need to be performed.
j. Forced projects. Any projects that the Client is already committed to may be identified and forced to happen in the designated year in the model simulation.
k. Data acquisition from a Feature Service on ArcGIS Online
l. Data structure. Evaluate how the Client's data matches up to the decision criteria. Make note of modifications that may need to be performed. Some modifications can be made in the workshop.
m. Forced projects. Any projects that the Client is already committed to may be identified and forced to happen in the designated year in the model simulation.
n. Predictor Enterprise Reports
o. Publishing Predictor Enterprise simulation results to ArcGIS as a time enabled Feature Class

3. Wrap Up

    Workshop Session 4: (3 hours)

    Participants: Project Manager and others to be determined

This time is reserved if needed for activities identified in previous sessions that need to be further addressed. This may include the development of a list of next steps, meeting with IT staff regarding software installation or other topics as required.

Client Responsibilities

1. Consultant will host the meetings using online screen sharing software (MS Teams, Zoom, or similar). The Client is responsible for ensuring remote access for all Client participants.
2. Client staff should arrive prepared with all digital and paper-based information deemed relevant to the workshop.

Deliverables

1. Copies of presentation material.
2. Remote Training Workshop sessions facilitated by an Company Solutions Consultant as described herein.
3. First-generation Predictor Enterprise model files as developed in the workshop.
4. All participants are provided an opportunity to learn how to utilize the Predictor Enterprise software.
5. The Consultant engages in a post-workshop meeting with the Client's Project Manager to solicit feedback and discuss the post workshop training and support phase of the project.

Task 3: Post Workshop Training and Support

[Remote Task: duration is as needed, not to exceed 16 hours]

During the one (1) month period immediately following delivery of the first-generation Predictor Enterprise lifecycle models, the Consultant will remain the primary contact for support and follow-up training as it becomes desired by the Client staff who participated in the Task 2 workshops. The purpose of this support period is to provide Client staff an opportunity to ask questions on the lifecycle model(s), reports, data, or other material deemed necessary by the Client to extend the value of the Predictor Enterprise subscription. This support and training is in addition to Company's standard support services.

1. All support and training will be provided through email, scheduled online meetings, and phone conferences. The Client Project Manager will schedule the support activities with the Company Solutions

Selected Consultant prior to each event.

2. At Consultant's sole discretion, the Consultant may engage in some development of lifecycle models, reports, or other material in consultation with the Client as deemed appropriate to further the training of Client staff.
3. Support and training are limited to staff who participate in the training workshop, but the services provided by Consultant during this phase includes help for workshop participants to communicate to other Client staff.

Project Assumptions

Company has made the following general assumptions in this SOW to derive the estimated cost for this project. It is the responsibility of Client to validate these assumptions, which include Client responsibilities before signing the Acceptance. Deviations from these assumptions may impact Company's ability to successfully complete the project. Any changes in scope, schedule, or costs will be documented by the Project Coordinator, whether there is a cost impact or not.

- Company and Consultant are not responsible for delays caused by missing data or other configuration information that is required to be available prior to the consulting service. Having the requested data and configuration information available prior to the consulting service may minimize delays so progress can be made quickly.
- Client shall use best efforts to Identify of all project-related key information to allow the project schedules to begin on time. Any changes to key information after Project kickoff may require a Change Controls.
- Parties agree to provide timely responses to task-related emails or phone calls to enable on-time completion of all assignments.
- At least 24-hour notice cancellation shall be given by the Parties if required members for any scheduled meeting cannot attend. This shall allow sufficient time to cancel/re-schedule the meeting as soon as possible to keep the project on schedule.
- Prerequisite data gathering, which may relate to an orientation call or requirements gathering meeting, must be completed prior to the scheduled meeting. A productive meeting requires that the data gathering be complete in advance of the meeting.

Excluded from Services

For the avoidance of doubt, the following services are not included:

- Unless otherwise included in the Consulting service, evaluation of your current practices, policies, procedures, or personnel for the purposes of performance or other improvements.
- Troubleshooting any issues related to your IT infrastructure, including computer software not provided by Brightly and/or GIS or other systems.
- Migration of data from other systems or locations, unless specified on the Order Form.
- Updating any of your source data.
- Export of data to any other systems or third parties other than those specified on the Order Form.

Milestone Billing - Invoice Schedule

Invoicing for the Predictor Enterprise Model Development service will be provided as delivery milestones are. Below is the schedule for the billing milestones and the related percentage.

Predictor Enterprise Model Development Milestones	Description	Percentage
Kickoff and Data Gathering	Kickoff meeting and initial model preparation (Task 1)	50%
Workshop Sessions and Wrap Up	Lifecycle model building, workshop sessions and wrap up (Task 2)	50%

Facility Condition Assessment Scope of Work

Purpose

Brightly's ("Company") facility condition assessment ("FCA") is a visual assessment evaluating the facility systems based on the following Standard Scope of Work ("SOW"). This FCA service will collect data on major facility assets, as well as provide narratives that summarize assessment observations and comments. An inventory of Equipment Items as well as a forecast model of upcoming System/Sub-System replacements will be imported into Company's work & asset management, capital forecasting and capital prediction software solutions as set forth on the applicable Order Form.

Value

By partnering with Company you not only gain the engineering expertise of Company's Service Providers; you also are provided with assurance that the data collected as a result of the facility condition assessment is properly integrated into your Company software applications. Company has successfully completed more than 800 projects ranging from Facility Condition Assessments, Asset Inventory Collection (including barcoding) and preventive maintenance schedule creation. Our methodology provides you with confidence to make better data, decision-making on both short-term and long-term capital investment needs of your organization.

Deliverables

All FCA's will include a deliverable containing the following items:

- Narrative report with descriptions of major systems and corresponding conditions
- Primary digital photos of key components and deficiencies are included in the narrative
- 20-year capital Reserve table with System/Sub-System replacement costs and dates
- Import of Systems-level detail into client's Company capital forecasting/prediction solution
- Import major Equipment Items into client's Company work & asset management solution.

Methodology and Approach

A Certified Company Service Provider will collect, document, and analyze
the facilities assessment data to achieve the following:

- At the start of each building or facility assessment we will interview client's staff to understand what improvements have been made in the last three years, what improvements are planned in the next three years and known problems that may exist.
- Inventory all major building equipment including quantity, size, asset tag number, manufacturer, model and serial number.
- Identify deficient conditions in terms of deferred maintenance and building condition.
- Provide a reasonable cost analysis for the above-mentioned efforts.
- For single building projects, provide a report for the property that details the assessment data.
- For multi-building projects, data will be collected from every building in the portfolio. The narrative report will include an executive role up for all sites included with the service.

The field data collection will be performed at an individual and system level as described below:

1. Detailed data collection of individual equipment items will be captured to build an equipment inventory which will be imported into Company's work & asset management solution as defined in the Asset Inventory and System/Component table below.
2. A condition assessment of major building systems, including HVAC, Electrical, Plumbing, Roofing, Site Paving, Vertical Transportation, Structural and Building Envelope to be imported into Company's capital forecasting/prediction solution as defined in the Asset Inventory and System/Component table below.

1. HVAC equipment items only will also be tracked in the capital forecast or prediction solution as specific Sub-Systems. For these items, Make/Model/Serial Number will be captured and tracked in the Equipment Inventory, and the item will also be included as a Sub-System.
2. All other major Systems will be collected at the Systems Level in Company's capital forecasting solution as a general Sub-Systems.

Asset Inventory and Systems/Component Table

The following table defines the standard SOW that will be followed to capture the equipment data used to build the Equipment Inventory, which will be imported into the Work & Asset Management Solution as well as the System-Sub-System data used to build the Capital Reserve Table that will be imported into the capital forecasting or prediction solution.

Table Column Header Descriptions

Individual or System Level Capture

- Individual = Item will be collected individually
- System = Item will be grouped by system or sub-system, location will correspond to the associated building structure

Item Represented in Capital Forecasting or Prediction solution? Y/N

- No = Cost information related to individually captured items will be provided at a system or sub-system level only in capital forecasting or prediction solution

Included in Equipment Inventory? Y/N

- No = Item will not be setup in the work & asset management solution

*Items captured as a system will be setup as a single equipment inventory item so that work can be tracked against it.

Sub-System	Individual or System Level Capture	Item Represented in Capital Forecasting? (Y/N)	Included in Equipment Inventory? (Y/N)	Comments
Exterior Systems				

Sub-System	Individual or System Level Capture	Item Represented in Capital Forecasting? (Y/N)	Included in Equipment Inventory? (Y/N)	Comments
Exterior Doors	System Level	Yes	No	
Exterior Walls (Finish)	System Level	Yes	No	
Exterior Windows	System Level	Yes	No	
Roofing	System Level	Yes	No	
Electrical				
Automatic Transfer Switch	Individual	No	Yes	Make/Model/Serial number will be captured when available
Electric Door Systems	Individual	No	Yes	Exterior Doors Only
Emergency Generators	Individual	No	Yes	Must be Permanently Installed, does not include mobile units
Main Distribution Panels	Individual	No	Yes	Primary panel bringing utility into building only
Motor Control Centers	Individual	No	Yes	
Switchgear	Individual	No	Yes	
Transformers	Individual	No	Yes	Primary Service to Building (Must be Client Owned)
Breakers, switches or starters	Not Included in Service			
Individual light fixtures (emergency, exterior, etc.)	Not Included in Service			
Motors	Not Included in Service			
Portable Generators	Not Included in Service			

Sub-System	Individual or System Level Capture	Item Represented in Capital Forecasting? (Y/N)	Included in Equipment Inventory? (Y/N)	Comments
Secondary Electrical Panels	Not Included in Service			
VFDs	Not Included in Service			
Emergency Back-Up Lights	System Level	Yes	Yes	Cost model based upon building SQ FT cost
Lighted Exit Signs	System Level	Yes	Yes	
Equipment				
Commercial Laundry (washers, dryers)	Individual	No	Yes	
Commercial Trash Compactors	Individual	No	Yes	Client-Owned, Permanently-installed facility infrastructure units only
Residential Type Appliances, Shop Tools and Equipment	Not Included in Service			Residential Washer/Dryers, Refrigerators, Microwaves and Ranges Not Included
Exterior Enclosure				
Garage Door & Garage Door Opener	Individual	No	Yes	Commercial Type Garage Openers Only (Excludes Residential single care garage doors)
Fire Protection				
Eyewash / Safety Showers	Individual	No	Yes	Permanently Installed Items
Fire Pump	Individual	No	Yes	Main Fire Pump and Jockey Pumps greater than 1 HP
Main Fire Panel	Individual	No	Yes	
Fire valves, hydrants	Not Included in Service			Included in Alarm System SF Cost

Sub-System	Individual or System Level Capture	Item Represented in Capital Forecasting? (Y/N)	Included in Equipment Inventory? (Y/N)	Comments
Smoke detectors, horn strobes	Not Included in Service			Included in Alarm System SF Cost
AEDs	System Level	Yes	Yes	
Fire Alarm System	System Level	Yes	Yes	Barcode applied to Main Fire Panel
Fire Extinguishers	System Level	Yes	Yes	
Specialty Fire Suppression System	System Level	Yes	Yes	Kitchen-Style Suppression System
Sprinkler System	System Level	Yes	Yes	
HVAC				
Air Handling Units	Individual	Yes	Yes	Includes Rooftop and Ground
Boilers	Individual	Yes	Yes	
Building Automation System	Individual	Yes	Yes	
Chilled Water pumps	Individual	Yes	Yes	
Chillers	Individual	Yes	Yes	
Cooling Tower pumps	Individual	Yes	Yes	
Cooling Towers	Individual	Yes	Yes	
Deaerators	Individual	Yes	Yes	
Energy Recovery Units	Individual	Yes	Yes	
Exhaust Fans	Individual	Yes	Yes	Rooftop Only
Exhaust hoods	Individual	Yes	Yes	
Furnaces	Individual	Yes	Yes	Non-Residential

Sub-System	Individual or System Level Capture	Item Represented in Capital Forecasting? (Y/N)	Included in Equipment Inventory? (Y/N)	Comments
Heat Pumps	Individual	Yes	Yes	Make/Model/Serial number will be captured for both interior and exterior when accessible; otherwise it will be captured as one single cost and item
Hot Water pumps	Individual	Yes	Yes	
Make Up Air Units	Individual	Yes	Yes	
Package AC Units	Individual	Yes	Yes	Includes Rooftop and Ground
Split Systems	Individual	Yes	Yes	Ductless Split Systems will be captured as one single item. The barcode will be located on the exterior unit
Unit Heaters	Individual	Yes	Yes	
Fan Coil Units*	Individual	Yes	Yes	Included in the service and quantified based on client supplied data and/or drawings only. ***No visual capture**.
Unit Ventilators*	Individual	Yes	Yes	Included in the service and quantified based on client supplied data and/or drawings only. ***No visual capture**.
VAV Boxes*	Individual	Yes	Yes	Included in the service and quantified based on client supplied data and/or drawings only. ***No visual capture**.
Window Units	Not Included in Service			
Radiators	Not Included in Service			
Thermostatic Controls	Not Included in Service			
Interior Systems				

Sub-System	Individual or System Level Capture	Item Represented in Capital Forecasting? (Y/N)	Included in Equipment Inventory? (Y/N)	Comments
Interior Ceiling	System Level	Yes	No	
Interior Doors	System Level	Yes	No	
Interior Floor	System Level	Yes	No	
Interior Walls	System Level	Yes	No	
Kitchen				
Dishwashers	Individual	No	Yes	Commercial-Style, non-residential
Freezer (Walk In, Reach In)	Individual	No	Yes	
Grease Traps	Individual	No	Yes	Will not receive a barcode if barcoding services is included
Large Kitchen Equipment	Individual	No	Yes	Valued above $2,000
Oven, Stoves	Individual	No	Yes	
Refrigerator (Walk In, Reach In)	Individual	No	Yes	Commercial-Style, non-residential
Broilers, Grills, Fryers	Individual	No	Yes	Valued above $2,000
Counter Top Appliances	Not Included in Service			
Cutlery	Not Included in Service			
Tables, Racks	Not Included in Service			
Plumbing				
Domestic Hot Water Heaters	Individual	No	Yes	80 Gallons and Above. Does not include Instant Hot Water Heaters
Domestic Water Booster Pumps	Individual	No	Yes	1 HP and above

Sub-System	Individual or System Level Capture	Item Represented in Capital Forecasting? (Y/N)	Included in Equipment Inventory? (Y/N)	Comments
Hot Water Storage Tank	Individual	No	Yes	
Main Backflow Preventer	Individual	No	Yes	Includes Domestic and Fire Suppression
Sump Pumps	Individual	No	Yes	
Fixtures	System Level	Yes	No	
Filters	Not Included in Service			
Strainers	Not Included in Service			
Valves	Not Included in Service			
Site Improvements				
Drainage Systems	System Level	Yes	No	
Parking, Paving , Sidewalks	System Level	Yes	No	
Utilities	System Level	Yes	No	Under the floor, behind the wall related items – electrical distribution, Domestic water/sewer & HVAC Ductwork. Cost per sq. ft. estimation for replacement/rehab.
Vertical Transportation				
Dumb Waiter	Individual	No	Yes	
Elevators	Individual	No	Yes	
Escalators	Individual	No	Yes	

For the Equipment Items and Systems/Sub-Systems listed in the Asset Inventory and Systems/Component Table above, the following attributes will be captured as follows depending on whether the item is included in the Equipment Inventory and/or as a General or Specific System Component of the Capital Forecast or Capital Prediction solution:

	Work & Asset Management Data Population (Y/N)	Capital Forecasting Data Population (Y/N)	
Field Name	**Equipment Items**	**General Sub-System**	**Specific Sub-System**
Equipment Item Number	Y	N	Y* Corresponding Equipment Item Number will replace Sub-System ID
System-Component ID	N	Y	N* Corresponding Equipment Item Number will replace Sub-System ID
Site/Location/Building Name	Y	Y	Y
Description	Y	Y	Y
System/Sub-System	N	Y	Y
Classification/Type	Y	N	N
Unit of Measure	N	Y	Y
Quantity	N	Y	Y
Unit Cost	N	Y	Y
Manu/Model/Serial Numbers	Y	N	N* Will be included on Individual Equipment Record

	Work & Asset Management Data Population (Y/N)	Capital Forecasting Data Population (Y/N)	
Field Name	**Equipment Items**	**General Sub-System**	**Specific Sub-System**
Tag (if available)	Y	N	N
Date In Service (if available)	Y	Y	Y
Condition	Y	Y	Y
Estimated Replacement Cost	Y	Y	Y
Estimated Next Replacement Date	Y	Y	Y
Life Cycle	Y	Y	Y
Included in 20-year Capital Forecast?	N	Y	Y

Evaluation

At the conclusion of the assessment(s), the Company Service Provider will prepare reports as described above that include:

- A general description of the property and improvements and comment generally on observed conditions.
- Comments for components that are exhibiting deferred maintenance issues and provide estimates for "immediate" and "capital repair" costs based on observed conditions, available maintenance history and industry-standard useful life estimates. If applicable, this analysis will include the review of any available documents pertaining to capital improvements completed within the last three years, or currently under contract. The Company Service Provider shall also inquire about available maintenance records and procedures and interview current available on-site maintenance staff.
- A schedule for recommended replacement or repairs (schedule of priorities).
- Address critical repairs separately from repairs anticipated over the term of the analysis.
- A FCI index number for each building.
- A twenty year capital plan with an Executive Summary with graphic presentation of results to provide a quick, "user-friendly" summary of the property's observed condition and estimated costs assigned by category.

Cost Estimating

Each single building report will include an estimated cost for each System/Sub-System repair or replacement anticipated during the evaluation term. The capital needs analysis will be presented as an Excel-based cost table that includes a summary of the description of each component, the age and estimated remaining useful life, the anticipated year of repair or replacement, quantity, unit cost and total cost for the repair of each line item. A consolidated Capital Needs Analysis will be presented that includes all anticipated capital needs for all buildings.

In addition to the detailed description of the deficiencies, we will provide cost estimates for the deficiencies noted. The cost estimate for capital deficiencies will be based on the estimate for maintenance and repair. Project management costs, construction fees, and design fees will be derived using actual costs from previous projects, if available.

Company Service Providers use the ASTM Uniformat II system for categorization and a proprietary blend of national prevailing industry-standard cost models for cost estimating. Company also maintains and updates our cost estimating system with information received from the field. Through our construction monitoring work, we have current cost data from hundreds of in-progress construction and rehabilitation projects. This allows us to project costs based on local conditions and to maintain a cost database that in most cases is more current than published models.

Assumptions

- Average building square footage is greater than 10,000 sq. feet. If average square footage of all buildings to be included to receive the service is less than 10,000 sq. feet, custom pricing is needed.
- All buildings are located within one primary geographic zone/region (Example – School District, Higher Education, Main Campus, and Town). If multiple or scattered locations across the state are to receive the service a custom quote must be obtained. (Example – Multiple Higher Education Satellite Campuses locations, State Department Agencies)
- Residence Halls – A sampling would be based upon visits to approx. 20% of the rooms. When calculating the projected replacement cost of the in-residence items, these items will be treated as a system. A cost based upon the sampling will be generated for the system. Individual in-room collection of assets would not be provided, if desired a custom quote would be needed.
- Reconciliation of existing equipment in Company work & asset management solutions and updating of historical records will not be performed. If reconciliation is required this is subject to additional costs depending upon the amount of changes requested.
- Capture of Data plate information is subject to readily accessible, legible information plate.
- Company team members make final determination of whether areas housing assets are safely accessible for data collection.
- Company team members will not move assets or interfere with asset functionality to collect nameplate information.
- All Data on SOW is captured at the asset level – subcomponents of assets listed on the SOW will not be captured.
- Equipment not in service or identified as "Run-to-Fail" are excluded from data gathering service unless inventory is required for compliance purposes.

Client Responsibility

1. Client will provide the needed input, resources, and documentation to support the tasks of the service and associated timelines for delivery of the service.
2. Any data to be migrated from client drawings or spreadsheets has to be provided to the Company Service Provider within 15 business days of completion of onsite activity.
3. Client will review and provide any feedback related to data sent to them for review by Company Service Provider or Company within 15 business days or unless otherwise determined.
4. If Data is not reviewed within the 15 business day time period Company will assume that the Data provided by the Company Service Provider is approved and will load into the client's software.
5. Client will be responsible for scheduling and coordinating all meetings and interviews involving other teams, departments, management teams or other necessary resources required for the success of this project.
6. Client will provide adequate access to working facilities (i.e., access badge, parking pass), if specific authorization or clearance is required client will notify Company and/or Company Service Provider in advance of onsite.
7. Client will ensure that the Company Service Provider is granted accessibility to the facilities and/or systems required to conduct the necessary work defined in this SOW. If Company Service Provider is not granted access to all areas, this could result in missed information gathering and/or delays in implementation timelines. For Flat Roofs, this means providing the Company Service Providers with access to a ladder so that they are able to conduct a visual assessment.
8. Client will ensure that the Company Service Provider is granted accessibility to Company Software, for Clients with Connect Authenticate/Single Sign On this may require your Technology Team to setup the Company Service Provider in your organizations Identity Provider service.
9. Client will provide a knowledgeable escort for work defined in this SOW and access to personnel as necessary.
10. Reconciliation of existing equipment in Company work & asset management solutions and cleanup of historical records and/or data within the software is subject to additional costs depending upon the amount of changes requested.
11. Company is not responsible for reconciliation of portable or moveable assets after onsite collection is performed.
12. Addition of Equipment Barcode Tagging services must be purchased prior to onsite activity by the Company Service Provider and is not included in the Standard FCA SOW.

Milestone Billing - Invoice Schedule

Invoicing for the Facility Condition Assessment service will be provided as delivery milestones are completed for projects equal or greater than 154,000 square feet. Below is the schedule for the billing milestones and the related percentage.

Facility Condition Assessment Milestones	Description	Percentage
Mobilization	Project acquisition template set up, Vendor kickoff call with client, Travel arrangement costs; other miscellaneous pre-visit preparation	15%
On-Site Field Data Capture	Project launch meeting with client first day of onsite, acquisition of data to Scope of Work at all locations included in project, and closing meeting at end of onsite activity to confirm completion and review next step actions.	35%
Data Management	Data activity, including quality assurance and control that occurs after field work is completed to produce the data file.	35%
Report	Creation and delivery of final narrative reports (FCA), and data files (FCA/ Data Gathering) to client.	15%

*If project is greater than 1.5M Square feet additional milestones will be leveraged.

Equipment Inventory Barcoding Service

Purpose

The Equipment Inventory Barcoding Service works with your Brightly Work & Asset Management solution in conjunction with an "Equipment Inventory" (Data Gathering) or a Facility Condition Assessment (FCA) service offering.

Value

Barcoding identifies equipment by assigning a unique number to that equipment item which will then serve as an identifier in your Brightly Work & Asset Management system database allowing for easier identification and tracking of the item. The barcoding of equipment inventory occurs during the onsite equipment data gathering/ collection process.

Deliverables by Brightly to the Client include the following:

- Commercially produced weather resistant barcodes will be applied to the major pieces of equipment covered in the scope of work provided in the Data Gathering or Facility Condition Assessment services.
- Barcode numbers will be available for use at the time equipment inventory data is imported into your Brightly Work & Asset Management solution.

The Brightly Service Provider will make an effort to apply barcodes in a convenient location so the facility's maintenance staff can easily identify them. Based upon our professional expertise, we recommend the following –

- Application of the barcode shall be placed **next to the Data Plate of an Asset**. Placing barcodes in this

location ensures that the barcode can be easily identified and associated to the asset in a CMMS software.

- If data plate is not present, or is inaccessible, the barcode will be placed in an accessible area that is easily seen by maintenance technicians, does not detract from the appearance of the equipment, isn't in danger of being tampered with, or will be otherwise destroyed through normal use and cleaning of the asset.

Assumptions

- Purchase of service is made prior to onsite activity. If onsite activity has been completed, custom pricing would be required as a revisit would be needed for the placement of the barcodes.
- For Asset Essentials Clients, determination of 1D (Standard) vs 2D (QR Codes) is required prior to onsite activity. URL creation along with QR code purchase and encoding is needed prior to onsite activity. If determination is not provided prior to onsite activity, 1D (Standard) barcodes will be used.

Invoice Schedule

Invoicing for the Barcoding Service will be provided upon completion of onsite activity at 100%.

Preventive Maintenance Schedule Creation

Purpose

Preventive Maintenance (PM) Schedule creation is a service offering provided in conjunction with an "Equipment Inventory" (Data Gathering) service or Facility Condition Assessment (FCA). PM Schedules will be generated off the equipment inventory collected by the Company Service Provider during either the Data Gathering or FCA service. The intent of this service is to identify needed procedures and inspections required to maintain facilities systems in safe, reliable and efficient condition.

Value

By leveraging Company's PM Schedule Creation service, Company clients are able to leverage and incorporate regular preventive maintenance best practices of their equipment. By performing regular or routine maintenance best practices, you ensure that your equipment is operating under safe and optimal conditions thus preventing the potential for downtime and shorter life expectancy.

Deliverables

All Preventive Maintenance Schedule Creation services include the following deliverables:

- Creation of PM Schedules for populating your Brightly Work & Asset Management solution
- Data population within Company Software. No report will be provided.

Methodology and Approach

Company Service Providers leverage multiple libraries of PM standards to create PM schedules. These standards are based upon prevailing national codes and standards such as ASTM, ASHRAE, NFPA and BOMA. Procedures related to performing the tasks within the schedule will include:

- Safety Points
- Tools Required
- Estimated Time to Complete Maintenance
- Step-by-step procedure to complete maintenance work order

Prior to the import or population within the Company Software, the Company Service Provider will:

- Review of PM Task Check-off Lists with Client
- Setup baseline PM schedules for the equipment inventory collected
- Work with the Client to determine PM Schedule assignment. Assignment includes setting up the appropriate Technician or contractor who will be performing the related PM tasks into the master import template to ensure that the routing of work flows accordingly in the Work & Asset Management Solution. Assignment will be made at the location or craft level. Anything above and beyond this level of assignment will be managed and maintained by the client within the software or require a custom scope of work for the Company Service Provider to deliver. For assignment to occur, the client must have the Technician or contractor created in the software prior to onsite activity.
- Work with the Client to determine the start date, frequency and load balancing based upon client staffing. If start dates cannot be determined or agreed upon within a timely manner, the PM Schedules will be loaded into the Client's Work & Asset Management solution as "Inactive".

Assumptions

- Client will provide feedback/review of PM Schedules within 15 business days of delivery from the Company Service Provider. If feedback/review of PM Schedules exceeds 30 business days, Company will provide a Deliveriable Acceptance Form to the client to complete review within 30 days. If feedback is not provided during this time period, Company will assume delivery of the service and import the PM schedules as "inactive" in the system. Company will provide training on how updates can be made within the software or perform mass updates if needed for a fee.
- Once PM Schedules are imported into the Company Work and Asset Management applications, any updates and/or alterations of those schedules need to be communicated to Company within 30 days. Company will only make updates related to the below items:

- Discontinuation of PM Schedules created with the service
- Alteration of frequency on existing schedules created with the service
- Alteration of start dates for the schedules created with the service

Otherwise, any revisions beyond this 30 day period will be the responsibility of the client to perform within the software or Company to perform at an additional fee.

- Reconciliation of existing PM Schedules in the client's account is subject to additional costs depending upon the number of active PM's and is not a part of the standard SOW.

Invoice Schedule

Invoicing for the PM Schedule Creation Service will be provided upon receipt of PM Schedule drafts at 100%

Exhibit B

City of Pueblo-Brightly Software Contract Cost Detail

Expense Category	Line Item Description	Original Contract			Contract as per Proposed Amendment			Notes
		Start Date	End Date	Cost	Start Date	End Date	Cost (June Close)	
Subscription	+1 Product Bundle Promotion	11/1/2021	12/31/2022	$ (5,180.12)	11/1/2021	12/31/2022	$ (3,291.37)	Updated promo cost to reflect change in AE Core Plus Subscription dates
Subscription	+1 Product Bundle Promotion				8/1/2022	1/31/2023	$ (2,896.97)	
Subscription	Asset Essentials Core Plus	11/1/2021	12/31/2022	$ 20,146.76	11/1/2021	7/30/2022	$ 7,555.04	AE Prof. Plus subscription automatically includes AE Core Plus, so AE Core Plus subscription will end upon purchase of AE Prof. Plus (6/30/2022). This is the charge for the months used.
Subscription	Asset Essentials Professional Plus				8/1/2022	1/31/2023	$ 13,985.87	
Subscription	Capital Predictor Enterprise	11/1/2021	12/31/2022	$ 14,387.37	11/1/2021	12/31/2022	$ 14,387.37	
Subscription	Predictor Facilities/Physical Plant				8/1/2022	1/31/2023	$ 5,327.23	
Subscription	Subscription credit brought forward from 2021						$ (10,703.04)	Credit for unused months of AE Core Plus subscription from 2021 Contract
Professional Services	Facility Condition Assessment (444,602 SF)						$ 52,267.41	
Professional Services	PM Schedule Creation (444,602 SF)						$ 7,073.62	
Professional Services	Equipment Barcode Tagging						$ 7,073.62	
Professional Services	Asset Essentials Professional Consulting						$ 13,015.00	Services from 2022 Purchase
Professional Services	Capital Predictor Implementation - Additional Asset Class						$ 21,330.00	
Professional Services	Asset Essentials Standard Implementation						$ 1,615.00	
Professional Services	Predictor Enterprise Implementation Promotion						$ (6,185.70)	
Implementation & Services	Predictor Enterprise Implementation Promotion			$ (7,412.40)			$ (7,412.40)	
Implementation & Services	Capital Predictor Enterprise Implementation			$ 25,560.00			$ 25,560.00	
Implementation & Services	Asset Essentials Core Plus Consulting			$ 12,302.50			$ 12,302.50	Services from 2021 Purchase
Implementation & Services	Asset Essentials Standard Implementation			$ 1,615.00			$ 1,615.00	
Implementation & Services	Enterprise Project Management			$ 8,351.45			$ 8,351.45	
Subscription	Year 2	1/1/2023	12/31/2023	$ 45,954.89	1/1/2023	12/31/2024	$ 71,348.74	
Subscription	Year 3	1/1/2024	12/31/2024	$ 47,103.76	1/1/2024	12/31/2024	$ 74,959.58	
	TOTALS:			$ 162,829.21			$ 307,277.95	
	Less Funding Already Obligated Under Original Contract:						$ (162,829.21)	
	Total Change in Value of Contract:						$ 144,448.74	

Additional Information for Amendment

Delware Secretary of State Business Registration

Colorado Certificate of Good Standing

PERA Questionnaire

Insurance Certificate

Note: PERA form and Insurance certificates to be added prior to release of Amendment

Delaware

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "BRIGHTLY SOFTWARE, INC." IS DULY INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL CORPORATE EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE NINTH DAY OF MAY, A.D. 2022.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL REPORTS HAVE BEEN FILED TO DATE.

AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "BRIGHTLY SOFTWARE, INC." WAS INCORPORATED ON THE TWENTY-NINTH DAY OF JANUARY, A.D. 2014.

AND I DO HEREBY FURTHER CERTIFY THAT THE FRANCHISE TAXES HAVE BEEN PAID TO DATE.





5473758 8300

SR# 20221844679

You may verify this certificate online at corp.delaware.gov/authver.shtml

Authentication: 203372923

Date: 05-09-22

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

Dude Solutions, Inc

is an entity formed or registered under the law of Delaware , has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20181690023 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 06/28/2022 that have been posted, and by documents delivered to this office electronically through 06/29/2022 @ 15:09:40 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 06/29/2022 @ 15:09:40 in accordance with applicable law. This certificate is assigned Confirmation Number 14129740 .

Secretary of State of the State of Colorado

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

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

City Clerk's Office Item # M-5

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: July 11, 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 FOR THE TEMPORARY USE OF THE PUBLIC RIGHT-OF-WAY ON ALAN HAMEL AVENUE BETWEEN MAIN STREET AND SANTA FE AVENUE FOR THE ANNUAL NEIGHBORHOOD SAFETY NIGHT HOSTED BY THE PUEBLO POLICE

SUMMARY:

This resolution authorizes the temporary use of the public right-of-way on Alan Hamel Avenue to the City of Pueblo Police Department.

PREVIOUS COUNCIL ACTION:

Resolution approved.

BACKGROUND:

The City of Pueblo Police Department request the temporary use of Alan Hamel Avenue between Main Street and Santa Fe Avenue on August 13, 2022, from 1:00 pm to 10:00 pm to host their annual Neighborhood Safety Night event.

FINANCIAL IMPLICATIONS:

None.

BOARD/COMMISSION RECOMMENDATION:

The Revocable Permit Review Committee recommends approval.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Denying the Resolution will possibly result in the event being canceled and held at a different location.

RECOMMENDATION:

Approval of the Resolution.

Attachments: Letter of Intent, Certificate of Liability, Barricade Plan

RESOLUTION NO. 14933

A RESOLUTION AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT FOR THE TEMPORARY USE OF THE PUBLIC RIGHT-OF-WAY ON ALAN HAMEL AVENUE BETWEEN MAIN STREET AND SANTA FE AVENUE FOR THE ANNUAL NEIGHBORHOOD SAFETY NIGHT HOSTED BY THE PUEBLO POLICE

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

SECTION 1.

The City of Pueblo authorizes for the use and benefit of the Pueblo Police Department the temporary use of Alan Hamel Avenue between Main Street and Santa Fe Avenue, as further identified in the attached aerial map, for the period of August 13, 2022 from 1:00 pm to 10:00 pm and with respect to conducting the annual Neighborhood Safety Night 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 immediately upon passage and approval.

INTRODUCED July 11, 2022

BY: Dennis E. Flores
MEMBER OF CITY COUNCIL

APPROVED: _____
PRESIDENT OF CITY COUNCIL

ATTESTED BY: _____
CITY CLERK

REVOCABLE PERMIT

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

1. Name, Address and Telephone Number of Permittee: Pueblo Police Department 200 S. Main St. Pueblo, CO 81003 719-553-3378
2. Permitted Area: Alan Hamel Avenue between Main Street and Santa Fe Avenue
3. Purpose of Revocable Permit: Neighborhood Safety Night
4. Authorized Improvements: N/A
5. Commencement Date: 08/13/2022 Time: 04:00 PM
6. Ending Date: 08/13/2022 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 13 day of May, 2022

PERMITTEE:

Organization: Pueblo Police Department

By: Meagan Chapman

Title: Police Officer

STATE OF COLORADO)
COUNTY OF PUEBLO) ss.

The foregoing instrument was acknowledged before me the 13th day of May, 2022 by Meagan Chapman as Officer.

My commission expires: 07/10/2023.

[SEAL]

Notary Public

DUSTIN TAYLOR
Notary Public
State of Colorado
Notary ID # 20194025829
My Commission Expires 07-10-2023

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

By _____
Nicholas A. Gradisar, Mayor

Chris Noeller
Chief of Police

James Martin
Deputy Chief

Joe Garcia
Deputy Chief

city of PUEBLO colorado

Police Department

200 South Main Street
Pueblo CO 81003
PHONE 719-553-2420
FAX 719-553-2479

April 15, 2022

Dear Pueblo City Council,

On Saturday August 13, 2022 from 4:00pm-8:00pm, the Pueblo Police Department intends to host our annual, "Neighborhood Safety Night" event. The primary focus of our event is to provide and promote Crime Prevention information with various community vendors to touch on safety, crime prevention, and their community resource information. We also invite members of our Neighborhood Watch and promote the growth of our program for those wishing to start a new group.

With the help of other community partners for this event, we plan to provide free boat rides, giveaways such as bicycles, helmets, Ring cameras and backpacks with school supplies. This event is to not only promote safety but also community togetherness.

To continue the success of this large community event, we would like to close a portion of Alan Hamel Ave. between Main St. and Santa Fe Ave. from 1:00pm to 10:00pm for our vendors and vehicle displays to have time to set up as well as tear down after the event.

Thank you for your time and consideration,

Officer Brandon Beauvais
Crime Prevention Officer
Neighborhood Safety Night Coordinator
Pueblo Police Department
mchapman@pueblo.us
719-553-3378

CITY OF PUEBLO POLICE DEPT
SAFETY EVENT
GRAND AVE & MAIN ST
PUEBLO, CO
AUG 13, 2022



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

Tracey Sample

From: Dustin Taylor
Sent: Friday, April 22, 2022 12:04 PM
To: Tracey Sample
Cc: Joe Garcia; Steven Noeller
Subject: Neighborhood Safety Night street closure

Hello Tracey,

We are planning a **Neighborhood Safety Night on August 13, 2022, from 4pm to 8pm.** We have applied for a revokable permit to close Alan Hamel between Main Street and Santa Fe. The street will be closed starting at 1pm and then opened at 10pm. We are working in conjunction with the Riverwalk as they will be holding a movie night after our event. We are going to have Police, Sheriff, State Patrol, Fire and other emergency services vehicles parked along the road for the community to view and have different educational booths/ vendors out to highlight community safety and resources.

I am requesting consideration from Mayor Gradisar to waive the permit fee for this event. This is a yearly event and always draws a great crowd from the community.

OK
Nicholas Gradisar

Thank you,

Dustin

Captain Dustin Taylor
Community Services Division,
Pueblo Metro Bomb Squad Commander
Pueblo Police Department
200 S. Main Street
Pueblo, CO 81003

719-553-2544 – Desk
719-320-6074 – Cell

Choose Pueblo, click here!

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/04/2022

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 LIC #N/A 1-303-757-5475 CIRSA 3665 Cherry Creek North Drive Denver, CO 80209	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
INSURED City of Pueblo c/o HUB International Insurance Services PO Box 58 Pueblo, CO 81002	INSURER(S) AFFORDING COVERAGE / NAIC # INSURER A : CIRSA INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 64284811 **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			LIAB 01-2022	01/01/22	01/01/23	EACH OCCURRENCE	$ 10,000,000
	X CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 10,000,000
	X $10m POL E&O Aggregate						MED EXP (Any one person)	$ 0
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	$ 10,000,000
	☐ POLICY ☐ PRO-JECT ☐ LOC						GENERAL AGGREGATE	$
	OTHER:						PRODUCTS - COMP/OP AGG	$ 10,000,000
								$
A	AUTOMOBILE LIABILITY			LIAB 01-2022	01/01/22	01/01/23	COMBINED SINGLE LIMIT (Ea accident)	$ 5,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	DED | | RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						☐ PER STATUTE ☐ OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						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)

Proof of Liability Insurance Coverage

CERTIFICATE HOLDER

City of Pueblo

1 City Hall Place

Pueblo, CO 81003 USA

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

Jill Padbury

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Moniquef

64284811

City Clerk's Office Item # M-6

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: July 11, 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 THE LA GENTE YOUTH SPORTS, INC. FOR THE USE OF THE 1200 BLOCK OF JUAN MADRID AVENUE TO HOST THE ANNUAL ST. ANNE'S SOFTBALL TOURNAMENT FROM JULY 15, 2022, TO JULY 18, 2022

SUMMARY:

Attached is an application for a revocable permit submitted by La Gente Youth Sports, Inc., to host their annual St. Anne's Softball Tournament.

PREVIOUS COUNCIL ACTION:

Revocable Permit and Resolution approval.

BACKGROUND:

La Gente Youth Sports, Inc. has requested the closure of the 1200 Block of Juan Madrid Avenue from July 15, 2022, at 6:00 a.m. through July 18, 2022, at 12:00 p.m. to host their annual fundraising softball tournament.

FINANCIAL IMPLICATIONS:

None.

BOARD/COMMISSION RECOMMENDATION:

The Revocable Permit Review Committee recommends approval

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Denying the Resolution will modify the area of use and jeopardize the safety of the Softball Tournament attendants.

RECOMMENDATION:

Approval of the Resolution.

Attachments: Revocable Permit, Letter of Intent, Certificate of Liability, Barricade Plan

RESOLUTION NO. 14934

A RESOLUTION 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 ST. ANNE'S SOFTBALL TOURNAMENT FROM JULY 15, 2022, TO JULY 18, 2022

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

SECTION 1.

The attached Revocable Permit is authorized to be issued to La Gente Youth Sports, Inc., for the use of the 1200 Block of Juan Madrid Avenue from July 15, 2022, at 6:00 a.m. to July 18, 2022, at 12:00 p.m. to host the Annual Juan Madrid Memorial Tournament.

SECTION 2.

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

SECTION 3.

The officers 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 4.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED July 11, 2022

BY: Dennis E. Flores
MEMBER OF CITY COUNCIL

APPROVED: _____
PRESIDENT OF CITY COUNCIL

ATTESTED BY: _____
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: La Gente Youth Sports, Inc. 719-406-9200
2. Permitted Area: 1200 Block of Juan Madrid Ave., Pueblo, CO 81001
3. Purpose of Revocable Permit: Fundraising Softball Tournament
4. Authorized Improvements: N/A
5. Commencement Date: 07/15/2022 Time: 06:00 AM
6. Ending Date: 07/18/2022 Time: 12:00 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 29th day of June, 2022.

PERMITTEE:

Organization: La Gente Youth Sports Inc

By: Zachary Valdez

Title: Executive Director

STATE OF COLORADO)
COUNTY OF PUEBLO) ss.

The foregoing instrument was acknowledged before me the 29th day of June, 2022 by _____ as Executive Director.

My commission expires: 4/28/2026.

[SEAL]

Michelle Cruz
Notary Public

MICHELLE CRUZ
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20224017249
MY COMMISSION EXPIRES APR 28, 2026

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

By _____
Nicholas A. Gradisar, Mayor

LGYS
La Gente Youth Sports, Inc.
2804 E. 12th
Pueblo, CO 81001
(719) 242-4215
www.lgys.org

June 3, 2022

Pueblo City Council
1 City Hall Place
Pueblo, CO 81003

President and City Council,
La Gente Youth Sports is requesting a revocable permit to close a portion of Juan Madrid Avenue (1200 block) on the weekend of July 15, 16, 17, 2022. We are asking to close the street to host a fundraising softball tournament, the St. Anne's Tournament. The tournament was once part of the St. Anne's community festival, which no longer is in existence. The Organization has closed the street for the last seventeen consecutive years which has led to a better event.

If you have any questions, please feel free to call me at your convenience.

Sincerely,

Zachary S. Valdez, MBA
Executive Director
La Gente Youth Sports, Inc
719-406-9200 Cell
zachary@lgys.org

La Gente Youth Sports, Inc. St. Anne's Softball Tournament. East 13th Street and Juan Madrid Ave. July 15, 16, 17, and 18, 2022



AMERICAN TRAFFIC SAFETY SERVICES ASSOCIATION

This is to certify that
Victor L Vasquez
has satisfied the requirements
to be designated as a
Traffic Control Supervisor

TRAFFIC CONTROL CONTRACTOR:
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: _____

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/28/2022

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

Andrea M Krupka Ins Agency inc
112 West D St Ste 100B
Pueblo CO 81003

CONTACT NAME: Andrea Krupka
PHONE (A/C, No, Ext): 719-404-3900 **FAX (A/C, No):**
E-MAIL ADDRESS: akrupka@krupkainsuranceagency.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : United States Liability Company	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

La Gente Youth Sports INC
2804 E 12th St
Pueblo CO 81001

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	
	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
				NPP1601149	02/26/2022	02/26/2023	PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 1,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N / A					E.L. EACH ACCIDENT	$
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						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

City Of Pueblo
1 City Hall Place
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

Andrea M Krupka

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City Clerk's Office Item # M-7

Background Paper for Proposed RESOLUTION

COUNCIL MEETING DATE: July 11, 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 RATIFYING PACOG'S JOINT APPOINTMENT OF ROBERT BERRIER TO THE PUEBLO REGIONAL BUILDING – ELECTRICAL BOARD OF APPEALS - JOURNEYMAN

SUMMARY:

This resolution ratifies the joint City-County appointment of a journeyman to the Regional Building Commission's Electrical Board of Appeals to complete a three-year term.

PREVIOUS COUNCIL ACTION:

Joint City-County appointments to the Pueblo Regional Building Commission are made on an annual basis selecting individuals to serve three-year terms expiring on July 1st of each year. Resolutions to ratify the joint appointments are passed by each entity.

BACKGROUND:

There is one vacancy on the Pueblo Regional Building – Electrical Board of Appeals due to the term expiration of Jose Delatorre who did not reapply.

Following the PACOG meeting on June 23, 2022, the BOCC and City Council members reviewed the application and appointed Robert Berrier.

FINANCIAL IMPLICATIONS:

This a volunteer committee and members serve without compensation.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

City Council in agreement with the County Commissioners could remove the Resolution from the Agenda, request that the recruitment process be extended in order to receive additional applications for consideration.

RECOMMENDATION:

Approval of the Resolution

ATTACHMENTS:
Proposed Resolution

RESOLUTION NO. 14935

A RESOLUTION RATIFYING PACOG'S JOINT APPOINTMENT OF ROBERT BERRIER TO THE PUEBLO REGIONAL BUILDING – ELECTRICAL BOARD OF APPEALS – JOURNEYMAN

WHEREAS, this Resolution ratifies the joint appointment of Robert Berrier made following the PACOG meeting on June 23, 2022, by City-County Representatives who were present; NOW, THEREFORE;

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

SECTION 1.

The following individual is hereby appointed to the Pueblo Regional Building – Electrical Board of Appeals to complete a three-year term expiring July 1, 2025.

Robert Berrier

SECTION 2.

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

SECTION 3.

This Resolution shall become effective immediately upon final passage.

INTRODUCED July 11, 2022

BY: Dennis E. Flores
MEMBER OF CITY COUNCIL

APPROVED: _____
PRESIDENT OF CITY COUNCIL

ATTESTED BY: _____
CITY CLERK

From: noreply@civicplus.com
To: CityAdmin
Subject: [External] Online Form Submittal: BOARDS & COMMISSIONS Application
Date: Monday, June 13, 2022 5:32:40 AM

External email. Please use caution.

BOARDS & COMMISSIONS Application

	BOARDS & COMMISSIONS Application for Appointment
	(Section Break)
DATE	6/13/2022
BOARD OR COMMISSION	Electrical Board of Appeals
Contact Information	
FIRST NAME	Robert
LAST NAME	Berrier
HOME ADDRESS	289 W Palomar Circle
CITY	Pueblo West
STATE	CO
ZIP	81007
OFFICE ADDRESS	172 E. Industrial Blvd. Suite 111
CITY	Pueblo West
STATE	CO
ZIP	81007
DAYTIME PHONE	719-547-4792
E-MAIL ADDRESS	berrier83@gmail.com
ARE YOU CURRENTLY EMPLOYED WITH	NO

THE CITY OF PUEBLO?	
OCCUPATION (or if RETIRED, your previous occupation)	Electrical Contractor and General Contractor
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.	I am the owner of Royal T Investments Inc. DBA Royal T Construction DBA Berrier Electric with 40 years of experience in electrical work and general contracting. Earlier in my career, I established Berrico Inc. in 1988 in Las Vegas, Nevada which specialized in electric contracting and general contracting as well. Aside from electrical and contracting work, I have supervised crews up to 38 members and established financial budgets for multiple housing and commercial developments. As a business owner, I have acquired an extensive background in leadership, finance, equipment operations, investments, and management.
2. Why are you interested in being appointed to this Board or Commission?	I worked in multiple building department jurisdictions in different states through the years. Because of this, I have adapted and adhered to different interpretations and enforcements of multiple building codes in order to complete projects. I have worked in Pueblo Regional Building Department's jurisdiction the longest and look forward to helping guide future electrical appeals as technology and the building industry changes.
3. What Goals would you like to see this Board or Commission accomplish?	Continue being a leader in the interpretation and enforcement of the National Electrical Code in the state of Colorado.
4. List any other items that might be useful in consideration for your appointment to this Board or Commission.	I am up-to-date with my continued education hours for both my Colorado and Nevada Master Electrician Licenses. I completed additional education in the international association of electrical inspectors (IAEI) and international code council to stay informed of upcoming code changes.
(Section Break)	
Upload résumé, references and/or other pertinent information	Robert Berrier_Resume_April 2022.pdf

Email not displaying correctly? View it in your browser.

Robert Berrier
172 E. Industrial Blvd. Suite 111 Pueblo West, CO 81007
Phone: +1 (719) 547-4792 I Email: berrier83@gmail.com

OBJECTIVE

Experienced Master Electrician with success in managing small and large scale commercial, industrial, and residential projects to implement and enforce current electrical code.

WORK EXPERIENCE

PUEBLO WEST, CO – 1994 to Present
Owner of Royal T Investments Inc. DBA Royal T Construction, Qualified Employee, General Contractor
Owner of DBA Berrier Electric, Qualified Employee, Electrical Contractor

- Complete all electrical and general contract work
- Manage and run job sites by overseeing subcontractors, journey men, apprentices, and office employees
- Equipment operator
- Bid jobs and submit respective proposals
- Maintain budgets and inventory
- Research and determine fate of current and prospective investments
- In charge of all hiring processes
- Billing

PUEBLO WEST, CO – 2001 to Present
Co-Owner of Safety Investments, LLC, Commercial Property Manager

- Leasing
- Accounting
- Maintenance

LAS VEGAS, NV – 1988 to 1996
Owner of Berrico Inc. DBA Berrico Electric, DBA Berrico Construction, Qualified Employee, General Contractor, Qualified Employee, Master Electrician

- Complete all electrical and general contract work
- Run jobs sites including overseeing employees and subcontractors
- Investing in office space and equipment
- Bidding jobs and submitting respective proposals

EDUCATION

Continued Education

- International Association of Electrical Inspectors (IAEI)
- International Code Council

Obtained Colorado Master Electrician in 2001
Obtained Colorado CDL in 1999
Obtained Nevada Master Electrician in 1989
Obtained Nevada Journeyman License in 1988
Obtained Colorado Journeyman License in 1985
Graduated from Country High School Pueblo, CO 1983

City Clerk's Office Item # M-8

Background Paper for Proposed RESOLUTION

COUNCIL MEETING DATE: July 11, 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 APPOINTMENTS BY THE MAYOR OF ELIZABETH CHAPMAN AND CARMA LOONTJER TO THE LIQUOR AND BEER LICENSING BOARD

SUMMARY:

This Resolution confirms the appointments by the Mayor of members to the to serve a four-year term expiring August 1, 2026.

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 term expirations of Liz Chapman and Tony Pullaro, there are two spots available to serve a four-year term expiring August 1, 2026 on the Liquor and Beer Licensing Board.

Following an announcement on the City's webpage and social media seeking volunteers to serve on this committee, four applications were received. Following interviews with applicants, Mayor Gradisar has appointed Ms. Chapman and Ms. Loontjer.

FINANCIAL IMPLICATIONS:

Members of the Liquor and Beer Licensing Board are paid $25.00 per meeting attended.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Remove from agenda and re-advertise for additional applications.

RECOMMENDATION:

Approval of the Resolution

ATTACHMENTS:
Proposed Resolution
Applications

RESOLUTION NO. 14936

A RESOLUTION CONFIRMING THE APPOINTMENTS BY THE MAYOR OF ELIZABETH CHAPMAN AND CARMA LOONTJER TO THE LIQUOR AND BEER LICENSING BOARD

WHEREAS, Mayor Nicholas A. Gradisar has requested confirmation by the City Council of his appointment of Elizabeth Chapman and Carma Loontjer to Liquor and Beer Licensing Board to serve a four-year term expiring August 1, 2026; NOW, THEREFORE;

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

SECTION 1.

The following individuals are hereby appointed to the Liquor and Beer Licensing Board to serve a four-year term expiring August 1, 2026.

Elizabeth Chapman

Carma Loontjer

SECTION 2.

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

SECTION 3.

This Resolution shall become effective immediately upon final passage.

INTRODUCED July 11, 2022

BY: Dennis E. Flores
MEMBER OF CITY COUNCIL

APPROVED: _____
PRESIDENT OF CITY COUNCIL

ATTESTED BY: _____
CITY CLERK

From: noreply@civicplus.com
To: CityAdmin
Subject: [External] Online Form Submittal: BOARDS & COMMISSIONS Application
Date: Thursday, June 2, 2022 9:36:21 PM

External email. Please use caution.

BOARDS & COMMISSIONS Application

	BOARDS & COMMISSIONS Application for Appointment
	(Section Break)
DATE	6/2/2022
BOARD OR COMMISSION	Liquor & Beer Licensing Board
Contact Information	
FIRST NAME	Liz
LAST NAME	Chapman
HOME ADDRESS	1310 Paseo Del Norte, 1310
CITY	Pueblo
STATE	CO
ZIP	81008-2023
OFFICE ADDRESS	1310 Paseo Del Norte, 1310
CITY	Pueblo
STATE	CO
ZIP	81008-2023
DAYTIME PHONE	7194066369
E-MAIL ADDRESS	lizchapman1116@gmail.com
ARE YOU CURRENTLY EMPLOYED WITH	NO

THE CITY OF PUEBLO?	
OCCUPATION (or if RETIRED, your previous occupation)	Greater Pueblo Chamber of Commerce
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.	I have served on this board for the last 2 years. This has been a great and learning experience for me.
2. Why are you interested in being appointed to this Board or Commission?	I want to stay connected with my city!
3. What Goals would you like to see this Board or Commission accomplish?	I would like to be able to help teach the licensing businesses ways to keep their places free from any violations. I would also like to keep our businesses open.
4. List any other items that might be useful in consideration for your appointment to this Board or Commission.	I want to stay connected with Pueblo as I get ready for a 2nd and final retirement. I want to be a part of making the Pueblo better.
(Section Break)	

Upload résumé, references and/or other pertinent information	Liz Resume.pdf

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Email not displaying correctly? View it in your browser.

Elizabeth Chapman

34 Fordham Circle

Pueblo CO. 81005

719-406-6369

Employment History:

King Soopers

10/01/1994

Duties: Computers, Enter and retrieve data for the filling of orders. Answering of multiple phone lines dealing with customers and management requests. Retrieving of items and merchandise for daily delivery in Company vehicle. Working at a point of sale station with high volume of customer business and cash handling. Worked directly with customers to solve problems that have occurred to reach a resolution that is amicable to both parties. I have supervised 2 other employees to ensure that time frames are met. I am responsible for training of incoming employees on safety and proper procedures. I have met the responsibility of proper food handling.

Education: High School Graduate. Pueblo County High

Volunteer: Breast Cancer, Special Olympics, St Joseph Church

Awards: Max and Shirley Radiff Good Citizen Award

References:

Lew Andrew 719-250-6009 225 North Main St. 81001 Investigator Colorado Lottery

Diana Ferro: 719-545-5648 1813 Santa Fe Drive 81006 Owner/Operator Country Hair Design

Phil Martinez: 719-568-3500 P.O. Box 8884 81008 CEO/President PM Productions

From: noreply@civicplus.com
To: CityAdmin
Subject: [External] Online Form Submittal: BOARDS & COMMISSIONS Application
Date: Friday, May 6, 2022 3:55:52 PM

External email. Please use caution.

BOARDS & COMMISSIONS Application

	BOARDS & COMMISSIONS Application for Appointment
	(Section Break)
DATE	5/6/2022
BOARD OR COMMISSION	Liquor & Beer Licensing Board
Contact Information	
FIRST NAME	Carma
LAST NAME	Loontjer
HOME ADDRESS	1676 W. Hermosa Dr
CITY	Pueblo
STATE	CO
ZIP	81007
OFFICE ADDRESS	121 W. City Center Drive, Suite 150
CITY	Pueblo
STATE	CO
ZIP	81004
DAYTIME PHONE	719 930 8685
E-MAIL ADDRESS	carmaloontjer@yahoo.com
ARE YOU CURRENTLY EMPLOYED WITH	NO

THE CITY OF PUEBLO?	
OCCUPATION (or if RETIRED, your previous occupation)	Education and Special Events Coordinator
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.	Until COVID I spent my career in the Restaurant, Bar and Hospitality industry. I have worked in restaurants and bars of various sizes for over 20 years as a Bartender, Bar Manager, Server, Wine Captain, and Manager. I have taken TIPS training or ServSafe Alcohol Training several times, always with the goal of providing a safe, fun environment for guests to celebrate life's accomplishments, or just finishing off a long day at work.
2. Why are you interested in being appointed to this Board or Commission?	I feel like I can bring an operator perspective to the Liquor Board. Currently, I work as the Coordinator for the Southern Colorado Small Business Development Center and my schedule is such that I am in a position to give back to the industry that I worked in for so many years. Also, many restaurants, liquor stores and bars are small businesses, so this position would support the work that I do with the SBDC.
3. What Goals would you like to see this Board or Commission accomplish?	I would like to see the Liquor Board continue to issue Liquor Licenses to those operations who take their responsibility as a purveyor of Alcoholic Beverages very seriously, taking the proper steps to ensure that guests are provided a safe environment to consume/purchase alcoholic products. I would also like to see that those establishments who do not take this responsibility seriously are properly addressed and counseled to improve their operational policies.
4. List any other items that might be useful in consideration for your appointment to this Board or Commission.	Thank you for your consideration. I believe with my extensive experience that I could be an asset to the Liquor Board and provide a positive, operational perspective to the Board.
(Section Break)	
Upload résumé, references and/or other pertinent information	Carma Loontjer Resume 5-6-22.docx

Email not displaying correctly? View it in your browser.

Carma Loontjer

(719) 930-8685 | carmaloontjer@yahoo.com

EXPERIENCE

EDUCATION AND SPECIAL EVENTS COORDINATOR |

SOUTHERN COLORADO SMALL BUSINESS DEVELOPMENT CENTER | AUGUST 2020 - PRESENT

- Plan and coordinate educational classes and events related to small business and entrepreneurship. Manage social media content and promote SBDC services and classes. Create marketing materials including online newsletter, flyers and social media posts to various outlets. Collect client data and enter into data collection system. Design and facilitate educational classes. Provide exceptional customer service to clients and visitors. Route phone calls and take messages.

CATERING COORDINATOR | PUEBLO COMMUNITY COLLEGE | JUNE 2018- AUGUST 2020

- Manage a team of 4-20 employees to execute events for 20-350 guests. On Campus events, weddings, fundraisers, seminars, and corporate events. Order and staff Catering Bars. Maintain inventory of alcoholic supplies, catering supplies and equipment. Train and coach team members. Ensure all details of events are met and exceeded.

INSTRUCTOR | PUEBLO COMMUNITY COLLEGE | AUGUST 2017- MAY 2018

- Teach college level hospitality and events planning classes. Utilize online platform Desire2Learn to facilitate learning, online grading and attendance. Make personal connections with students to inspire and encourage them to pursue their education.

MANAGER (BAR, KITCHEN, SERVICE) | OLD CHICAGO PUEBLO | FEBRUARY 2015- AUGUST 2017

- Hired, oversaw training and trained Restaurant staff of 70, servers, hosts, cooks, dish, and bartenders
- Promoted highest level of communication via email, Facebook groups, and online scheduling platform to ensure staff had the most information regarding operation as possible.
- As Service Manager- Achieved 90% Service Quality Rating on Guest Survey Report
- As Bar Manager – Ordered and maintained inventory of 36 Draft taps and 70 bottled beer selection as well as full liquor bar and wine inventory.
- As Kitchen Manager – Ensured highest quality of food safety, quality and cleanliness. Achieved 90% Food Quality Rating on Guest Survey Report. Ordered and maintained food product inventory. Maintain equipment and supplies inventory.

F & B MANAGER | WILDERNESS RIDGE LODGE AND GOLF | AUGUST 2013- NOVEMBER 2014

- Hired, oversaw training and trained Front of House staff of 30, servers, hosts, and bartenders. I developed the hiring procedure for hiring team members: initial interview to training program.
- Managed team of 3 assistants to successfully accomplish goals set by Property Manager and Myself.
- Order and maintain inventory of 300 varieties of wine, 25 beers and full bar of high end liquors. Train staff on the same.

EDUCATION

| BACHELOR OF ARTS | UNIVERSITY OF NEBRASKA LINCOLN

Professional Accomplishments

CERTIFIED BUSINESS CONSULTANT – COLORADO SMALL BUSINESS DEVELOPMENT CENTERS

GRADUATE – PRESIDENT'S LEADERSHIP CLASS – PUEBLO COMMUNITY COLLEGE

CERTIFIED CICCERONE – SERVER

References

JOHN JAKEMAN – FACULTY – PUEBLO COMMUNITY COLLEGE (719) 568-0275 JOHN.JAKEMAN@PUEBLOCC.EDU

BRIAN ESTRADA – EXECUTIVE DIRECTOR – SBDC – (650) 740-7589 BRIAN.ESTRADA@PUEBLOCC.EDU

MO MONTGOMERY – DIRECTOR CULINARY ARTS – PUEBLO COMMUNITY COLLEGE (719) 549-3071 MO.MONTGOMERY@PUEBLOCC.EDU

MARK MADIC – MANAGER – SCIL – (719) 369-9654 MARK.MADIC@PUEBLOCC.EDU

JESSICA TRUJILLO – FORMER CO-WORKER – (719) 250-6206 JESSICATRUJILLO12@GMAIL.COM

City Clerk's Office Item # N-1

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: July 11, 2022

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Laura Solano, Chief of Staff

SUBJECT: AN ORDINANCE BUDGETING AND APPROPRIATING FUNDS FROM THE 1992-2026 SALES AND USE TAX CAPITAL IMPROVEMENT PROJECTS FUND IN THE AMOUNT OF ONE HUNDRED FORTY-FIVE THOUSAND DOLLARS ($145,000) TO THE GENERAL FUND TO REIMBURSE THE GENERAL FUND FOR CONTRACTUAL PAYMENTS MADE TO TATIANA BAILEY, PH.D. D/B/A PEAK ANALYTICS CONSULTING TO DEVELOP A PUEBLO MONTHLY ECONOMIC DASHBOARD

SUMMARY:

This Ordinance budgets and appropriates $145,000 from the 1992-2026 Sales and Use Tax Capital Improvement Projects Fund ("Half Cent Economic Development Fund") to the General Fund to reimburse contractual payments to Tatiana Bailey, Ph.D. d/b/a Peak Analytics Consulting to develop a Pueblo monthly economic dashboard.

PREVIOUS COUNCIL ACTION:

On June 13, 2022, by Ordinance No. 10194, City Council approved 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. Ordinance No. 10194 authorized 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

BACKGROUND:

At the June 13, 2022 City Council meeting, Councilor Lori Winner requested that an ordinance be prepared for consideration by City Council which would reimburse the General Fund for contractual payments made to Dr. Bailey by transferring $145,000 from the Half Cent Economic Development Fund.

FINANCIAL IMPLICATIONS:

Funds in the amount of $145,000 will be transferred from the Half Cent Economic Development Fund to the General Fund to reimburse contractual payments to Tatiana Bailey, Ph.D. d/b/a Peak Analytics Consulting to develop a Pueblo monthly economic dashboard.

BOARD/COMMISSION RECOMMENDATION:

Not Applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not Applicable to this Ordinance.

ALTERNATIVES:

If this Ordinance is not approved, the General Fund will not be reimbursed $145,000.

RECOMMENDATION:

None.

Attachments:
Proposed Ordinance

ORDINANCE NO. _____

AN ORDINANCE BUDGETING AND APPROPRIATING FUNDS FROM THE 1992-2026 SALES AND USE TAX CAPITAL IMPROVEMENT PROJECTS FUND IN THE AMOUNT OF ONE HUNDRED FORTY-FIVE THOUSAND DOLLARS ($145,000) TO THE GENERAL FUND TO REIMBURSE THE GENERAL FUND FOR CONTRACTUAL PAYMENTS MADE TO 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.

Funds in the amount of amount of $145,000 are hereby authorized to be budgeted and appropriated from the 1992-2026 Sales and Use Tax Capital Improvement Projects Fund to the General Fund for budget year 2022, to reimburse the General Fund for contractual payments to Tatiana Bailey, Ph.D. d/b/a Peak Analytics Consulting to develop a Pueblo monthly economic dashboard.

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 established 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

City Clerk's Office Item # N-2

BACKGROUND PAPER FOR PROPOSED ORDINANCE

COUNCIL MEETING DATE: July 11, 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 .34 ACRES LOCATED AT 520 WEST 13TH STREET FROM R-5, MIXED RESIDENTIAL AND OFFICE DISTRICT TO B-2, SUBREGIONAL BUSINESS DISTRICT

SUMMARY:

The applicant is requesting to rezone .34 acres from R-5, Mixed Residential and Office District to B-2, Subregional Business District to accommodate a retail store.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

The applicant opened a retail store at this location in 2019 without a business license. The City of Pueblo discovered the discrepancy and required the applicant to apply for a business license. When the applicant spoke with staff, they realized a retail store was not a use by right in a R-5 Zone District and applied to rezone. A retail store is a use by right in a B-2 zone District. The building at 520 W. 13th Street was the long-time home of the Salvation Army and sat empty for years. The property has areas for public parking on both the east and west sides of the lot, alley access and two curb cuts along 13th Street. B-1 and B-2 zone districts are most appropriate on busier streets and intersections in residential neighborhoods. Multiple B-1 and B-2 properties are located immediately to the west on 13th Street and along Elizabeth Street to the north and south of the rezoning site. The existing building is constructed to the front property line and does not provide a front-yard setback. An eight-foot rear yard setback is provided adjacent to the alley; however, the B-2 Zone District requires a 15-foot rear-yard setback; therefore, the B-2 rezoning will be contingent upon the property owner obtaining a variance for the zero-foot front-yard setback and eight-foot rear-yard setback. The Zoning Board of Appeals approved the front and rear yard setback, ZBA-22-24 on June 28, 2022.

FINANCIAL IMPLICATIONS:

There are no financial implications for the City.

BOARD/COMMISSION RECOMMENDATION:

The Planning and Zoning Commission, at their June 8, 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 June 8, 2022, Public Hearing
Planning and Zoning Commission Staff Report with Attachments and Exhibits

ORDINANCE NO. _____

AN ORDINANCE AMENDING ZONING RESTRICTIONS TO REZONE .34 ACRES LOCATED AT 520 WEST 13TH STREET FROM R-5, MIXED RESIDENTIAL AND OFFICE DISTRICT TO B-2, SUBREGIONAL BUSINESS DISTRICT

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

SECTION 1.

The zoning restrictions covering the following described property, and in addition half of all adjacent dedicated roadway and alley rights-of-way, together generally identified in the attached Rezone Exhibit, is hereby changed from R-5, Mixed Residential and Office District to B-2, Subregional Business District:

Lots H, I, J, K+L Block, Elizabeth Place Subdivision of North ½ of Block 37 in County Addition

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


W 13th St
Area To Be Rezoned
Poster Store
Business
N Elizabeth St
N Greenwood St
W 12th St
N Greenwood St
W 11th St

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, June 8, 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 3:31 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; and Joe Martellaro, Associate Engineer II.

APPROVAL OF THE JUNE 8, 2022 AGENDA:

Bailey moved to approve the June 8, 2022 agenda with S-22-06 North Vista Filing No. 5 Subdivision and Z-22-04 Keating School Rezoning continued to the July 13, 2022 Planning and Zoning Commission Public Hearing.

Second by Spinuzzi, motion carried 7-0.

PUBLIC HEARING AND ACTION

1. **Z-22-08: Rezone:** Rezoning of .34-acres from R-5, Multiple-Residential and Office District to B-2 Subregional Business District.

Staff Report by Wade Broadhead

BACKGROUND AND ANALYSIS:
The applicant opened a retail store at this location in 2019 without a business license. The City of Pueblo discovered the discrepancy and required the applicant to apply for a business license. When the applicant spoke with staff, they realized a retail store was not a use by right in a R-5 Zone District and applied to rezone. A retail store is a use by right in a B-2 zone District.

The building at 520 W. 13th Street was the long-time home of the Salvation Army and sat empty for years. The property has areas for public parking on both the east and west sides of the lot, alley access and two curb cuts along 13th Street. B-1 and B-2 zone districts are most appropriate on busier streets and intersections in residential neighborhoods. Multiple B-1 and B-2 properties are located immediately to the west on 13th Street and along Elizabeth Street to the north and south of the rezoning site. The existing building is constructed to the front property line and does not provide a front-yard setback. An eight-foot rear yard setback is provided adjacent to the alley; however, the B-2 Zone District requires a 15-foot rear-yard setback; therefore the B-2 rezoning will be contingent upon the property owner obtaining a variance for the zero-foot front-yard setback and eight-foot rear-yard setback There are also a number of hand-painted signs and murals on the build the applicant must comply with allowable signage in a B-2 Zone District. The applicant has no plans for any structural additions.

COMPREHENSIVE PLAN COMPLIANCE:
The proposed rezoning request conforms with the Pueblo Comprehensive Plan designation of Urban Residential. The *Urban Residential* neighborhoods are found predominantly within the city limits of Pueblo and the urbanizing areas in the City's immediate periphery. Examples include Mesa Junction, Eastside, Bessemer, *Northside*…". According to Pueblo's Comprehensive Plan, "Where appropriate, community scale commercial services will be created to provide the necessary day-to-day needs of residents within walking distance…" This rezoning will accommodate general retail services in line with the intensity of nearby B-1 and B-2 zoned properties and much less traffic than the previous charitable institution that operated at this location. Staff has determined that the proposed rezoning is consistent with the comprehensive plan designation.

RECOMMENDED ACTION:
Staff recommends the Planning and Zoning Commission make a recommendation to City Council that the zoning map amendment be **APPROVED** with the following conditions:

1. All business signage must comply with the Pueblo Sign Code, Section 17-10.
2. The applicant must receive a front and rear yard setback variance from the Zoning board of Appeals before the ordinance is reviewed by City Council.

HEARING: Mitchell Ryan, applicant and owner of the Nerd Emporium, NorthStar testified on behalf of the application. Mr. Ryan stated that his establishment sells movie posters and provides a place for individuals to gather.

Pasternack asked if Nerd Emporium is similar to chaos games. Ryan stated that they have an indoor flea market, movie showings, and gatherings and comic books are not sold on property.

James Needham Winget, 101 W. 11th Street, stated that the Nerd Emporium has provided a space for he and Heather Norton to give talks, Fireside Chat, to discuss what it was like to grow up in Pueblo. Mitch allows them to provide the oral history of Pueblo free of charge.

No one else testified in support of the application.

No one testified in opposition to application.

MOTION: Bailey moved to recommend approval of the rezoning request with the two conditions recommended by Planning staff. Second by Spinuzzi.

Motion carried 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-22-08

TO:	City of Pueblo, Planning and Zoning Commission
FROM:	Wade Broadhead, Senior Planner
THROUGH:	Scott Hobson, Acting Director of Planning and Community Development
DATE:	June 8th, 2022
SUBJECT:	Rezone from R-5, Multiple Residential and Office District, to B-2, Subregional Business District
APPLICANT:	Mitchell L. Ryan, Nerd Emporium
PROPERTY OWNER:	Carla Goyette
LOCATION:	520 W. 13th Street
CONCURRENT REQUESTS:	None

REQUEST:
The applicant is requesting to rezone .34 acres from R-5, Mixed Residential and Office District to B-2, Subregional Business District to accommodate a retail store.

BACKGROUND AND ANALYSIS:

The applicant opened a retail store at this location in 2019 without a business license. The City of Pueblo discovered the discrepancy and required the applicant to apply for a business license. When the applicant spoke with staff they realized a retail store was not a use by right in a R-5 Zone District and applied to rezone. A retail store is a use by right in a B-2 zone District.

The building at 520 W. 13th Street was the long-time home of the Salvation Army and sat empty for years. The property has areas for public parking on both the east and west sides of the lot, alley access and two curb cuts along 13th Street. B-1 and B-2 zone districts are most appropriate on busier streets and intersections in residential neighborhoods. Multiple B-1 and B-2 properties are located immediately to the west on 13th Street and along Elizabeth Street to the north and south of the rezoning site. The existing building is constructed to the front property line and does not provide a front-yard setback. An eight-foot rear yard setback is provided adjacent to the alley; however, the B-2 Zone District requires a 15-foot rear-yard setback; therefore the B-2 rezoning will be contingent upon the property owner obtaining a variance for the zero-foot front-yard setback and eight-foot rear-yard setback There are also a number of hand-painted signs and murals on the build the applicant must comply with allowable signage in a B-2 Zone District. The applicant has no plans for any structural additions.

PLANNING AND COMMUNITY DEVELOPMENT COMMENTS

CHARACTER AND COMPATIBILITY:

- **Site Character:**
  The project is in an area of mixed neighborhood setting with single family residences, multifamily buildings and medical/professional offices.

- **Neighborhood Compatibility:**

North	B-2, real estate office
	R-5, single-family homes.
East	R-5, single family homes.
South	R-5, residential uses in single family and multifamily buildings.
West	B-1/B-2, clinic and auto service

- **Comprehensive Plan Compliance:**
  The proposed rezoning request conforms with the Pueblo Comprehensive Plan designation of Urban Residential. The *Urban Residential* neighborhoods are found predominantly within the city limits of Pueblo and the urbanizing areas in the City's immediate periphery. Examples include Mesa Junction, Eastside, Bessemer, *Northside*…". According to Pueblo's Comprehensive Plan, "Where appropriate, community scale commercial services will be created to provide the necessary day-to-day needs of residents within walking distance…" This rezoning will accommodate general retail services in line with the intensity of nearby B-1 and B-2 zoned properties and much less traffic than the previous charitable institution that operated at this location.
  Staff has determined that the proposed rezoning is consistent with the comprehensive plan designation.

ABILITY TO COMPLY WITH THE PROPOSED ZONE DISTRICT:

- Minimum lot size and area:
  - The B-2 Zone District requires a minimum of 5,000 square foot of lot area, with a minimum of 50-foot-wide street frontage.
  - 520 W. 13th St is 14,500 square feet and has a lot width of 120-feet along 13th street. The existing site has been reviewed, and it complies with the minimum lot area and width for the proposed zone district.
- Lot coverage:
  - The B-2 Zone District allows a maximum lot coverage of 50% and the 14,500 sq ft lot has a 5,470 sq ft building on it.
  - The current structure on the property meets with maximum lot coverage and floor area ratio, but does not meet setbacks and will require two variances.
  - At the time of building permit, any additional structures will be required to comply with the lot coverage and floor area ratio requirements.

- **Zone District performance standards:**
  Section 17-4-5, Schedule for District Regulations:
  O-1, B-2, B-2, B-3, B-4 and CCN District performance standards:

a. All portions of the land area of the parcel and the adjacent street rights-of-way and alleys upon which it fronts shall be landscaped, graded, paved, fenced, planted or covered by buildings, so that no dust will blow off the site and no soil or debris will be washed upon the sidewalks, alleys or streets from the parcel in the event of a rainstorm.

Finding: The site is entirely covered by pavement or building.

b. All outdoor storage areas shall be enclosed by tight fencing, walls or closely planted landscape material, sufficient in height to totally obscure the storage areas as seen from a height of five (5) feet along the property line, and such areas and all others shall be constructed, used and maintained to have an orderly appearance at all times.

Finding: No proposed outdoor storage

c. No sound, smoke, odor, vibration, dust, glare or heat shall be measurable beyond the outer boundaries of the parcel.

Finding: No proposed uses that would create dust, odor, or heat. The driveway is in poor repair and should be replaced soon to avoid noncompliance with this section.

- Additional performance standards will be reviewed at the time of commercial site plan request if future additions are planned.

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 aware of the proposed rezoning.**

The nature of the amendment and a legal description of the property that would be affected by the amendment.

- ❑ Comments **The legal description is on file and was submitted.**

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 use the property as a general retail store.**

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 use will resume as soon as the rezoning is finalized.**

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 used to run the store and demonstrated they have the wherewithal to operate a retain store.**

REFERRAL AGENCIES AND COMMENTS:

- City Public Works-No comment
- City Transportation-No comment
- City Law Department-No comment
- Pueblo Regional Building Department-No comment
- City Fire Department-No comment
- City Wastewater-No comment
- City Stormwater-No comment

- City Parks and Recreation Department-No comment
- Xcel Energy-No comment
- Black Hills Energy-No comment

RECOMMENDED ACTION:

Staff recommends the Planning and Zoning Commission make a recommendation to City Council that the zoning map amendment be **APPROVED** with the following conditions.

1. All business signage must comply with the Pueblo Sign Code §17-10, of the Pueblo Municipal Code.
2. Applicant must receive a front and rear yard setback variance from the Zoning Board of Appeals before the ordinance is reviewed by City Council.

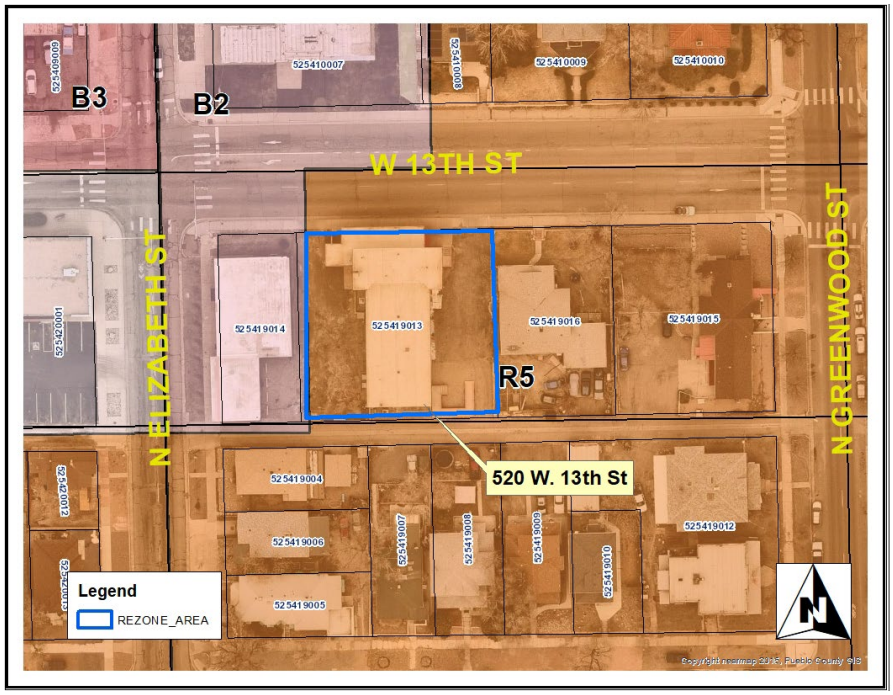
ATTACHMENTS:

A. Arial Photograph
B. Zoning Map
C. Comprehensive Plan Map
D. Pictometry View
E. Site Photographs
F. Application and Statement of Facts
G. Rezoning Map Exhibit

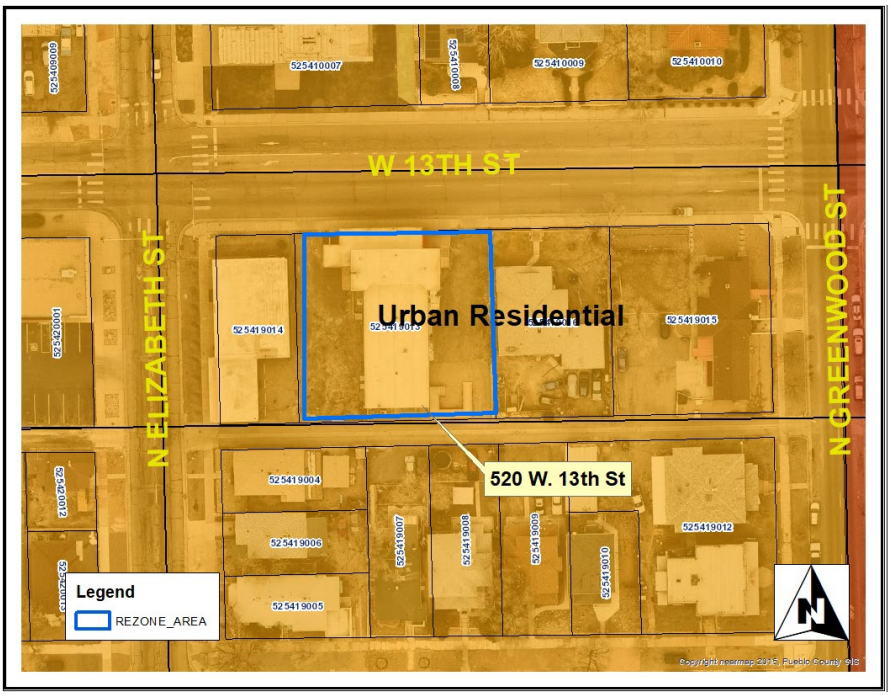
ATTACHMENTS:



A. Aerial Photograph



B. Zoning Map



C. Comprehensive Plan Map



D. Pictometry view of the property



Looking South across 13th street



Eastern curb cut along 13th street.



Parking and murals on the west side of the lot

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:Carla Goyette	
Company:Nerdgasm Emporium LLC.	
Address: 9040 Charity Drive, Colorado Springs	Zip:80920
Phone: ( ) 719-641-1878	Email:nerdgasmemporium@gmail.com
Applicant	
Name:Mitchell L. Ryan	
Company:Nerd Emporium	
Address: 2108 E 12th St	Zip:81001
Phone: ( ) 515-720-3523	Email: Nerdgasmemporium@gmail.com
Person or Firm Representing (If Different From) Owner or Applicant	
Name:	
Company:	
Address:	Zip:
Phone: ( )	Email:
*The **applicant** will be the primary contact unless otherwise noted.*	
Project Location: 520 W 13th Street (address or general description)	
Parcel# 05-254-19-013	
Legal Description:LOTS H,I,J,K, + L BLK ELIZ PL SUB OF N 1/2 OF BLK 37 IN COUNTY ADD	
Subdivision: Acreage:COM-Central BD	
Acreage: 0.34	

Existing Zone District:R5	Proposed Zone District:B2

7-29-20

Purpose of this Application:

❑ To permit development of the property not allowed under the existing zone district.

❑ To provide a 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 from the existing Pueblo County Zoning.

❑ Other (specify):Purchased building in 2019. We were told it was zoned, by Bob Schilling, so that it would allow us to be open to sell Posters & Collectibles. Worked hard the last Year and a half to mkae the old Salvation Army something worth coming to for the community. Holding Free Movie Showings to the neighborhood and Weekly Flea Markets. Trying to rectify the errors made and get Re-Open as soon as possible.

(Continued from previous page)

Statement of Facts:
Justifying the zone change request. Be specific; use additional sheets if necessary.

Building has other businesses to the side and front of it. Property Physically Shares Parking Lot with a Commercial Building. It was a homeless shelter and a church since it was built. The building sat empty for nearly 3 years until I came upon it and saw the potential of what it could be. (Continued on Additional Sheet.)

Description of area surrounding proposed development:

Building has a home to the East Side of the Building. An AlleyWay on the back side. Businesses on the West Side of the building. Building shares parking lot with building open as businesses.

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.

None. Just need to be rezoned. No plans on expanding, remodeling, or construction. Business is conducted inside the building.

❑ 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:N/A

Estimated date for completion of project:N/A

A statement reasonably indicating the applicant's economic responsibility and capability of accomplishing the development for which a zoning amendment is requested:

I plan on developing a lasting relationship with members of the surrounding Community/ Neighborhood. Revitalize the area surrounding the building that once held a less than reputable reputation.

❑ CD with DWF and DWG (Autocad) file of all plans and drawings & a PDF of all documents submitted. (**if applicable**)

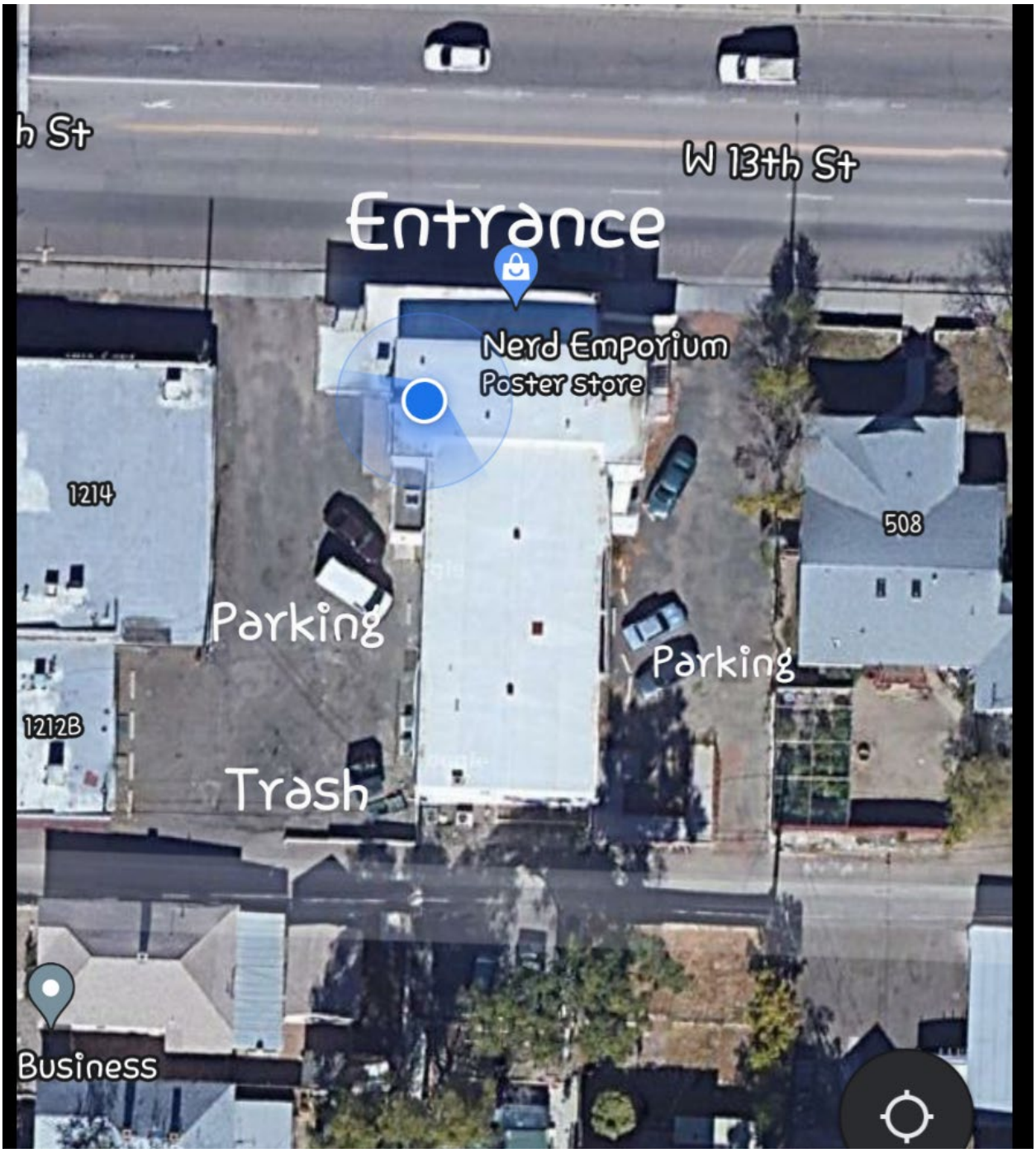
By signing below, the Property Owner and Applicant are representing that each understands and agrees to the following terms:

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.

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:	Carla Goyette	
Signature:	Carla Goyette	Date:04/19/22
Applicant, if different from Property Owner		
Print Name:	Mitchell Ryan	
Signature:	Mitchell Ryan	Date:04/19/22


h St
W 13th St
Entrance
Nerd Emporium
Poster Store
1214
508
Parking
Parking
1212B
Trash
Business

Gmail

Mitch Ryan <nerdgasmemporium@gmail.com>

City Council Letter

1 message

Jessica Lowe <strangefatecrafts@gmail.com> Wed, Mar 30, 2022 at 11:32 PM
To: nerdgasmemporium@gmail.com

To Whom It May Concern:

As a fellow small business owner, running a business in tabletop entertainment similar to The Nerd Emporium out of Colorado Springs, I can rest assure you that they are a valuable member of your community. Many people dismiss the importance of sub-communities. The Nerd Emporium provides a safe haven and place for people who have historically had a difficult time feeling as though they belong somewhere. They also provide a place where teens and young adults can be and not get into trouble. While I have yet to have direct interactions with them as a business (hopefully soon), however, we share a customer base and every customer I have that frequents The Nerd Emporium has nothing but nice things to say about them. I would strongly recommend grandfathering them from the previous council member's actions.

With Utmost Sincerity,
Jessica Lowe
Strange Fate Crafts, LLC
Owner

Gmail

Mitch Ryan <nerdgasmemporium@gmail.com>

(no subject)

1 message

perrita vazquez <cherivazquez741@gmail.com> Thu, Mar 31, 2022 at 2:20 PM
To: "nerdgasmemporium@gmail.com" <nerdgasmemporium@gmail.com>

As a personal shopper and visitor to Nerd Emporium and a pueblo resident of pueblo County. I would love to see the Nerd Emporium re-open. The fact that this person puts back in to this community with free movies nights for families. Bi-weekly fleamarkets for local pueblo vendors to express there creativity and crafty nerdy skills, one of kind items and the opportunity to put their name out there. Not to mention free of charge to the community to shop and browse. THe interaction of locals and where friendships are made. As a mother of a teen and a eighteen year old it is a safe, fun environment. With out having to worry about gangs, guns, or drugs. This town needs more places like the Nerd Emporium for our children for our community to enjoy a safe environment. Please save our local nerds and our children. It brings out the child at heart to every one. I can't wait to see what the Nerd Emporium has to offer in the future.

Gmail

Mitch Ryan <nerdgasmemporium@gmail.com>

Save the Emporium!

1 message

Robyn Kropp <rockinrobynmarie@gmail.com> Thu, Mar 31, 2022 at 7:55 AM
To: nerdgasmemporium@gmail.com

Hello. My name is Robyn Evans and I am erotomg to tell you how much the Nerd Emporium is loved. I stumbled upon this place quite by mistake a fee months ago and I'm so glad I did. My family of six was able to attend a couple free movies which we don't normally do. We're a big family and the theater is expensive. The Nerd Emporium enabled us to have a nice family night. My son has fallen in love with Pokémon and keeps asking me when it will be reopen so he can go ask Mitch all the questions.

I believe in what they are doing there. Providing a place for families and adults to go and have fun. To learn about new hobbies and engage with others in that hobby.

Pueblo needs this. We need an affordable place to go and feel like we are apart of something. The Emporium provides that.

Robyn Evans
542 Brown Ave, Pueblo, CO 81004
719-406-8464

Gmail

Mitch Ryan <nerdgasmemporium@gmail.com>

Support

1 message

Kohos <kohos@yahoo.com> Wed, Mar 30, 2022 at 7:34 PM
To: nerdgasmemporium@gmail.com

To whom it may concern:

My name is Chris Dubey, my family and I moved to Pueblo a year ago, and are getting accustomed to this City very well.
As a film maker, I was particularly drawn to the arts and culture of your community, now our community.
One of the many hidden treasures of this in Pueblo is the Nerd Emporium. Mitch, the head nerd is a welcoming and generous person who clearly has room in his heart to be kind to everyone who wanders in.
They host many events that are quite special to those who attend them, their decor and style is warm and, well, it is just a really cool place.
I believe the City of Pueblo is very fortunate to have such a shop, and it's owner here.
I understand that there are some zoning concerns which have caused a drop in revenue to the emporium, even potentially closing the place down.
This would be a huge loss, not just for the Nerds, nerdets, and nerdlings that gather there to do nerd stuff, but for the community as well.
I hope that something can be done to avoid that closure, and that the city will be wise enough to expedite the process to avoid everyone losing.
Ordinarily, these folks might use the force, or roll a thirty-eight dided dice to solve this dilemma, but, this time, they need their government to be their superhero. That could be you. Come on, everybody looks good in a cape, right?

Sincerely

Chris Dubey
36 Castle Royal Drive, Pueblo
603 723 6614

Sent from Yahoo Mail for iPhone

Zoning Review - Nerd Emporium

1 message

Matt Ketchum <mattready@hotmail.com> Wed, Mar 30, 2022 at 7:52 PM
To: "nerdgasmemporium@gmail.com" <nerdgasmemporium@gmail.com>

It has come to light that one of the community's most fantastic local businesses is under scrutiny and government red tape. The Nerd Emporium has been paused to conduct business until a zoning issue has been rectified.

The Nerd Emporium has been a hub for family friendly entertainment, shopping, and social gathering for so many people in our area. I share custody of my daughter and we have limited father/daughter time to bond. One of our favorite things to do is showcasing our arts and crafts at the Emporium. We have a great time meeting new people, shopping for awesome items and art, and gather inspiration from like-minded people and families.

I have been a huge supporter of Mitch and his vision of this business. I feel his business is a great addition to the community and helps elevate the property and the area by offering a safe and fun environment for customers and residents. The zoning issues need to be resolved in Mitch's favor to continue the great work he has put forth to improve this neighborhood. Most of the buildings in the immediate blocks are all zoned for business. Insurance brokers, auto repair, medical offices, etc. all are in the immediate intersection. Rezoning this building will just allow this business to thrive.

Thank you for your time and consideration in this matter.

Matt Ketchum
20 Sovereign Circle
Pueblo CO 80015

May 20, 2022

This is to inform you that the City Planning and Zoning Commission will hold a public hearing on a request by **Michell L. Ryan** for the approval of the following application(s):

Z-22-08: 520 W. 13th St approximately .34 acres located at 520 W. 13th Street legally described as the Lots H, I, J, K + L Block Elizabeth Place Subdivision of North ½ of Block 37 in County Addition currently zoned R-5, (Multiple Office and Residential District) being rezoned to B-2 (Subregional Business District).

The Planning and Zoning Commission meeting will be held on June 8th, 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
Wade Broadhead, Sr. Planner
(719) 553-2280

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Scott Hobson, Director
Planning & Community Development
Wade Broadhead, Sr. Planner
(719) 553-2280

CASE NUMBER Z-22-08

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 520 W 13TH Street to be sent to the attached list of owners of the real property lying within three hundred (300) feet of the said property on which the Zoning Map Amendment is proposed by depositing the same properly addressed and postage paid in the post office, as set forth in the Code of Ordinances, Section 17-6-2.

5-20-22
(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 located at 520 W 13TH Street, upon which action is pending as set forth in the Code of Ordinances, Section 17-6-2.

5-20-22
(Date)

PUEBLO PLANNING & ZONING COMMISSION

By KAREN ELGIN

Owner	OwnerStree	OwnerCity	Owr	OwnerZip
MARTINEZ MELISSA JOY + MARTINEZ JOHN	10 AMARANTH CT	PUEBLO	CO	81001-1034
NEIGHBORHOOD SERVICES INC + RIVERA-TAI	1080 CHINOOK LN	PUEBLO	CO	81001-1850
OLIVAS LORENZO RAMIREZ	1104 E 11TH ST	PUEBLO	CO	81001-3017
NORTH ELIZABETH LAW + CENTER RLLP	1123 N ELIZABETH ST	PUEBLO	CO	81003-2259
BRADY SHELLY	1125 N GREENWOOD S	PUEBLO	CO	81003-2833
MARTINEZ IRENE C / MARTINEZ RONN	1126 N ELIZABETH ST	PUEBLO	CO	81003-2234
SCHULZ ANNA D	1210 N ELIZABETH ST	PUEBLO	CO	81003-2236
CLEAN WISE LLC	1214 N ELIZABETH ST	PUEBLO	CO	81003-2236
HIGHLINE MARY A	1300 N ELIZABETH ST	PUEBLO	CO	81003-2127
REED DENICE + PIERSON DOUGLAS D/PIERS	1311 N GREENWOOD S	PUEBLO	CO	81003-2734
SMITH DEAN DANIEL	1319 N ELIZABETH ST	PUEBLO	CO	81003-2126
VON AHLEFELDT GRANT A	1325 N GREENWOOD S	PUEBLO	CO	81003-2734
HOUSING AUTHORITY OF PUEBLO	1414 N SANTA FE AVE	PUEBLO	CO	81003-3732
SCHALEBEN WILL	1425 SIERRA DR	BOULDER	CO	80302-7846
HOPP BRIAN D	175 TYNDALL RD	SILVER CLIFF	CO	81252-9586
ARNOTT ELAINE + IMBLUM NORMAN	1814 LARK BUNTING LN	PUEBLO	CO	81001-1613
TIGERS BLOOD INVESTMENTS LLC	1942 BROADWAY ST ST	BOULDER	CO	80302-5232
POST BETTY JOAN	2 SILVERWEED CT	PUEBLO	CO	81001-1116
HALVORSON ANDREW	202 BRENTWOOD DR	PUEBLO	CO	81005-1108
HOOVER KEN/HOOVER MARY ANNE TRUST	2110 OAKWOOD LN	PUEBLO	CO	81005-2737
PUEBLO COUNTY	215 W 10TH ST	PUEBLO	CO	81003-2945
PACHECO DONNA J	222 S UNION AVE	PUEBLO	CO	81003-3497
MC DANIEL CHARLES WILLIAM JR	2415 N ELIZABETH ST	PUEBLO	CO	81003-3637
MCCRACKEN ISAAC	3162 SILVER LEAF DR	LOVELAND	CO	80538-2852
CROWN PROPERTIES INVESTMENTS LLC	3921 OUTLOOK BLVD	PUEBLO	CO	81008-1580
PARKWOOD LLC	417 W 13TH ST	PUEBLO	CO	81003-2703
GLASOE JERRY D / GLASOE ANGELA S	507 W 12TH ST	PUEBLO	CO	81003-2831
NEIGHBOURS JAMES R	508 W 13TH ST	PUEBLO	CO	81003-2741
BORREGO RICHARD L	510 W 14TH ST	PUEBLO	CO	81003-2722
ALVAREZ JOHN J	512 W 14TH ST	PUEBLO	CO	81003-2722
BONANO KENN	515 W 12TH ST	PUEBLO	CO	81003-2831
ARCHULETA DIANA + ARCHULETA JIMMY R	515 W 13TH ST	PUEBLO	CO	81003-2740
POTTER ANDREW D	517 W 12TH ST	PUEBLO	CO	81003-2831
FRAME JACOB L	522 W 12TH ST	PUEBLO	CO	81003-2832
YAEGER DANIEL A	527 SILVERTON CT	COLORADO SP	CO	80919-2026
SCARR MARK N	610 W 12TH ST	PUEBLO	CO	81003-2215
POPOVIC DEJAN	613 W 12TH ST	PUEBLO	CO	81003-2214
LONGGREAR RUSSELL H III	617 W 25TH ST	PUEBLO	CO	81003-3617
HALL JOHN LIVING TRUST + HALL JANELLE L	64 LOYOLA LN	PUEBLO	CO	81005-1655
COMPTON JEFFREY + COMPTON KRISTEN	789 BLACK ARROW DR	COLORADO SP	CO	80921-7647
POSADA INC	827 E 4TH ST	PUEBLO	CO	81001-3928
VIGIL INVESTMENTS LLC	827 W 10TH ST	PUEBLO	CO	81003-2025
GOYETTE CARLA SUE	9040 CHARITY DR	COLORADO SP	CO	80920-7368
S O A HOLDINGS LLC	999 W CAMINO PABLO	PUEBLO WEST	CO	81007-3153
CITY OF PUEBLO A MUNICIPAL CORPORAT	PO BOX 1427	PUEBLO	CO	81002-1427
HINDERS DONNA J / HIPP ROY L	PO BOX 276	BEULAH	CO	81023-0276

VIGIL SORAIDA	PO BOX 374	PUEBLO	CO	81002-0374
EQUITY TRUST COMPANY CUSTODIAN + FBO	PO BOX 45290	WESTLAKE	OH	44145-0290
SCOTTRIDGE PROPERTIES LLC	PO BOX 5361	GREENWOOD	CO	80155-5361

BACKGROUND PAPER FOR PROPOSED ORDINANCE

COUNCIL MEETING DATE: July 11, 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 22, BLOCK 3; SUNSET PARK 6TH FILING, TOTALING .85 ACRES FROM R-5, MULTIPLE-RESIDENTIAL AND OFFICE DISTRICT TO R-6, MULTIPLE-RESIDENTIAL AND COMMERCIAL DISTRICT

SUMMARY:

The applicant is requesting to rezone Lot 22, Block 3, Sunset Park 6th Filing, totaling 0.85 acres from R-5, Multiple-Residential and Office District to R-6, Multiple-Residential and Commercial District to accommodate the future development of a laundromat and apartments.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

The subject property is located west of South Prairie Avenue and north of Amherst Avenue, generally located west of the State Fair Grounds in the Sunset Park Subdivision, 6th Filing. The 0.85-acre site is comprised of a single undeveloped parcel. A preliminary site plan has been submitted for development with a proposed laundromat along Amherst Avenue and apartments located behind the laundromat on the north side of the property. The proposed laundromat and residence, multifamily are both a use by right in the Multiple-Residential and Commercial (R-6 Zone) District. The applicant is requesting to construct a new laundromat facing Amherst Avenue. The laundromat will be a 3,000 square foot single story building and will house 80 to 90 washing machines and dryers for patron use. Behind the laundromat will be a two-story apartment building, which will provide eight new apartments. The proposed apartment building is approximately 7,200 square feet and if each apartment has the same floor plan, each apartment will be approximately 900 square feet. Based on the proposed site plan the laundromat and apartments have the appropriate number of parking spaces required by Sec 17-4-42 & Sec 17-4-43. The applicant currently owns multiple residential rental

properties and laundromats in Pueblo, to include Lady Fair Laundromat at 1141 South Prairie Avenue. The applicant states that Lady Fair Laundry, which is located a block south of the proposed rezone site, will close and be moved to this new location if the requested rezoning and the commercial plan review are approved.

FINANCIAL IMPLICATIONS:

There are no financial implications for the City.

BOARD/COMMISSION RECOMMENDATION:

The Planning and Zoning Commission, at their June 8, 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 June 8, 2022, Public Hearing
Planning and Zoning Commission Staff Report with Attachments and Exhibits

ORDINANCE NO. _____

AN ORDINANCE AMENDING ZONING RESTRICTIONS TO REZONE LOTS 22, BLOCK 3; SUNSET PARK 6TH FILING, TOTALING .85 ACRES FROM R-5, MULTIPLE-RESIDENTIAL AND OFFICE DISTRICT TO R-6, MULTIPLE-RESIDENTIAL AND COMMERCIAL DISTRICT

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

SECTION 1.

The zoning restrictions covering the following described property, and in addition half of all adjacent dedicated roadway and alley rights-of-way, together generally identified in the attached Rezone Exhibit, is hereby changed from R-5, Multiple-Residential and Office District to R-6, Multiple-Residential and Commercial District:

Lot 22, Block 3, Sunset Park 6th Filing, County of Pueblo, State of Colorado.

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

SUNSET PARK SIXTH FILING

A Re-subdivision of a part of Block 16, Uplands Park, being located in a portion of the SE 1/4 of Section 3, Township 21 South, Range 65 West of the 6th Principal Meridian.

DEDICATION

KNOW ALL MEN BY THESE PRESENTS: That the City of Pueblo, a Municipal Corporation in the State of Colorado, being the sole owner of the following described land:

A certain parcel of land being a part of Block 16, Uplands Park, in the Town of Bessemer, now a part of the City of Pueblo, according to the plat thereof Filed for record February 19, 1886, more particularly described as follows:

Beginning at a stone located at the intersection of the centerline of Amherst Ave. according to the recorded plat of Sunset Park Fifth Filing, and the west property line of Prairie Ave. according to the recorded plat of Uplands Park; thence N 00° 36' 51" W, a distance of 239.97 feet; thence S 89° 21' 09" W, a distance of 150.00 feet; thence N 00° 40' 51" W, a distance of 63.62 feet; thence S 89° 21' 09" W, a distance of 973.28 feet to a point on the arc of a curve; thence southerly along the arc of a curve to the right, said curve having a radius of 354.48 feet, a distance of 54.31 feet; thence S 15° 28' 39" W, a distance of 530.29 feet, thence S 74° 31' 21" E, a distance of 130.00 feet; thence S 15° 28' 39" W, a distance of 425.09 feet to a point of curvature; thence southerly along the arc of a curve to the left, said curve having a ralus of 480.00 feet, a distance of 290.77 feet; thence S 19° 13' 51" E a distance of 64.86 feet; thence S 06° 13' 08" E a distance of 220.12 feet to a point on the arc of a curve; thence easterly along the arc of a curve to the right, said curve having a radius of 1532.50 feet, a distance of 252.91 feet; thence N 00° 34' 21" W a distance of 203.38 feet to a point of curvature; thence northerly along the arc of a curve to the right, said curve having a radius of 1417.11 feet, a distance of 397.79 feet; thence N 15° 30' 39" E a distance of 659.14 feet to a point on the arc of a curve; thence easterly along the arc of a curve to the left, said curve having a radius of 1909.86 feet a distance of 50.01 feet; thence N 89° 26' 24" E a distance of 688.34 feet to the point of beginning, said parcel of land contains 17.789 acres more or less.

Has caused the aforegoing described land to be surveyed, platted, and subdivided into lots, blocks, and avenues, and has caused the same to be named, numbered, platted, subdivided, and dimensioned, as shown on the annexed plat for the purpose of creating a subdivision to be known as "SUNSET PARK SIXTH FILING".

The avenues are hereby dedicated to the public for perpetual use.

In witness whereof, the City of Pueblo, a Municipal Corporation in the State of Colorado, has caused its presents to be executed by the President of the Council of Pueblo, attested to by its City Clerk, and its seal to be hereunto affixed this 8th day of August, 1958, A.D.

ATTEST: Mary E. Weaver
Mary E. Weaver, City Clerk

By Richard F. Hobbs
Richard F. Hobbs, President of the Council of Pueblo, a Municipal Corporation

STATE OF COLORADO) SS
COUNTY OF PUEBLO)

I, Laura J. Garoto, a Notary Public in and for the County of Pueblo, State of Colorado, do hereby certify that Richard F. Hobbs and Mary E. Weaver, as President of the Council and City Clerk respectively of the City of Pueblo, a Municipal Corporation in the State of Colorado, who are personally known to me to be the identical persons who signed the aforegoing dedication, appeared before me this day in person and acknowledged the execution thereof to be their free and voluntary act for the uses and purposes therein set forth as the deed of said Municipal Corporation.

Witness my hand and notarial seal this 8th day of August, 1958, A.D.

Laura J. Garoto
Notary Public

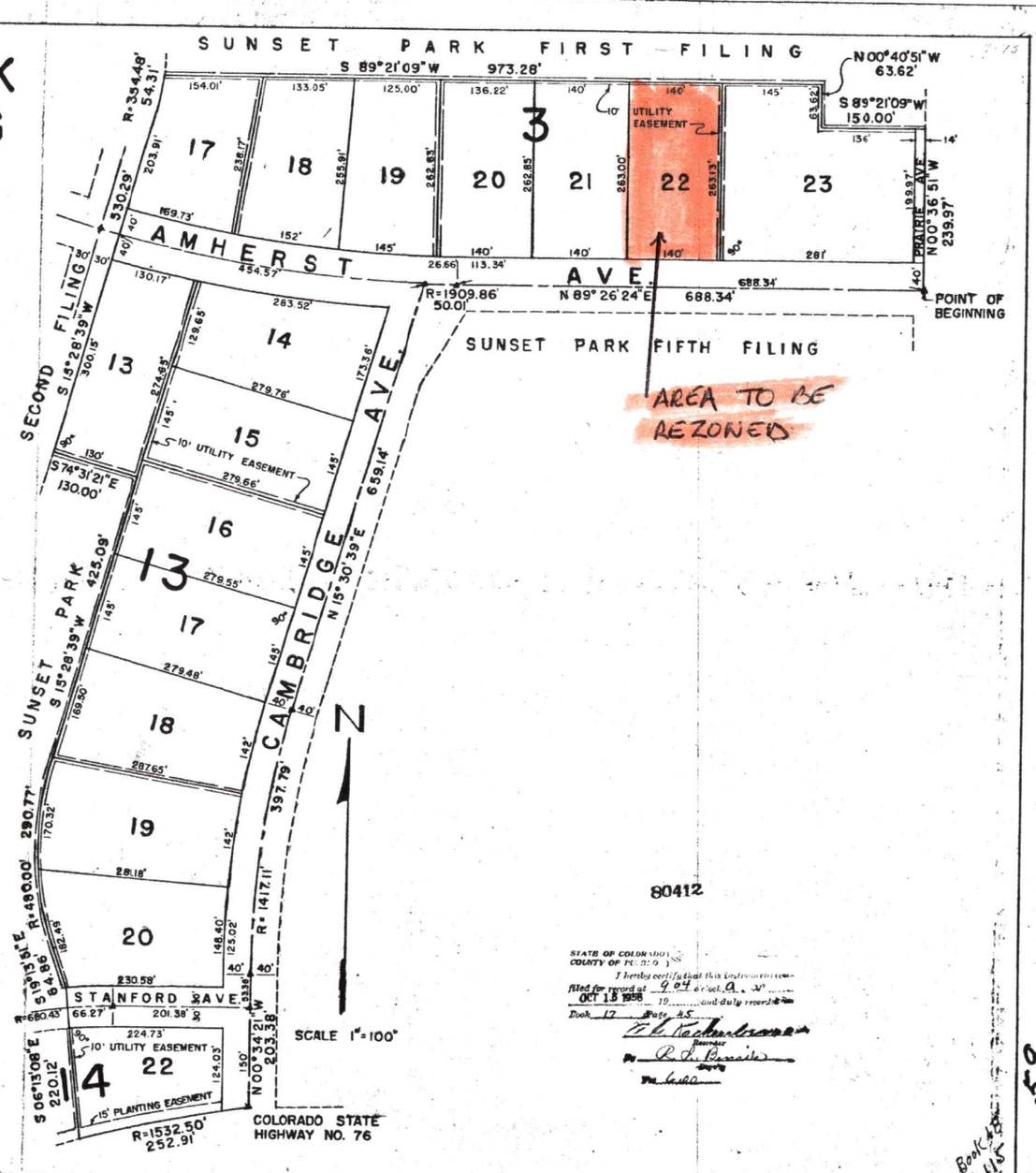
My Commission expires March 18, 1962 A.D.

Pueblo, Colorado
April 11, 1958

This is to certify that we have prepared the annexed plat, and accompanying surveys thereto, and that all lines and dimensions are correctly shown hereon.

Department of Public Works
Engineering Division

By George H. Fellows
George H. Fellows, Director of Public Works



STATE OF COLORADO)
COUNTY OF PUEBLO)

I hereby certify that this instrument was filed for record at 9:04 o'clock A. M. OCT 15 1958 19... and duly recorded in Book 17 Page 45

R. E. Kachenbrenner
Recorder
By R. D. Brooks
Deputy
Fee $4.50

Sunset Park 6th Fil.
Rec. #80412
Bk. 17
Pg. 45
Oct. 15, 1958

DRAWING NUMBER
PLAN HOLD CORPORATION • PRAIRIE, CALIFORNIA
REORDER BY NUMBER 07648

Book 4 P 115

59

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, June 8, 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 3:31 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; and Joe Martellaro, Associate Engineer II.

APPROVAL OF THE JUNE 8, 2022 AGENDA:

Bailey moved to approve the June 8, 2022 agenda with S-22-06 North Vista Filing No. 5 Subdivision and Z-22-04 Keating School Rezoning continued to the July 13, 2022 Planning and Zoning Commission Public Hearing.

Second by Spinuzzi, motion carried 7-0.

PUBLIC HEARING AND ACTION

1. **Z-22-07: Rezone: 7 Amherst Avenue-**Rezone .85-acre parcel from R-5, Multiple-Residential and Office District to R-6, Multiple Residential and Commercial District.

   Staff Report by Danielle Baxter and report by Beritt Odom

   BACKGROUND AND ANALYSIS:
   The subject property is located west of S. Prairie Ave and north of Amherst Ave, generally located west of the State Fair Grounds in the Sunset Park Subdivision, 6th Filing. The 0.85-acre site is comprised of a single undeveloped parcel. A preliminary site plan has been submitted for development with a proposed laundromat along Amherst Ave and apartments located behind the laundromat on the north side of the property.
   The proposed laundromat and residence, multifamily are both a use by right in the Multiple-Residential and Commercial (R-6 Zone) District. The applicant is requesting to construct a new laundromat facing Amherst Ave. The laundromat will be a 3,000 square foot single story building and will house 80 to 90 washing machines and dryers for patron use. Behind the laundromat will be a two-story apartment building, which will provide eight new apartments. The proposed apartment building is approximately 7,200 square feet and if each apartment has the same floor plan, each apartment will be approximately 900 square feet.

   Based on the proposed site plan the laundromat and apartments have the appropriate number of parking spaces required by Sec 17-4-42 & Sec 17-4-43. The applicant currently owns multiple residential rental properties and laundromats in Pueblo, to include Lady Fair Laundromat at 1141 S. Prairie Ave. The applicant states that Lady Fair Laundry, which is located a block south of the proposed rezone site, will close and be moved to this new location if the requested rezoning and the commercial plan review are approved.

   COMPREHENSIVE PLAN COMPLIANCE:
   The current 2014 comprehensive plan outlines this parcel as high density residential. There are several areas within the City of Pueblo where High Density Residential land use is located. These multiple family housing complexes, having densities of 8 to 12 units an acre, are primarily found within the Minnequa, Belmont and Northridge areas of the City of Pueblo and within Pueblo West along Highway 50. This land use includes townhomes, and apartment buildings. Zoning for these areas should encourage multiple family housing complexes, with appropriate buffers and setbacks to maintain reasonable compatibility with lower density development nearby.

   The draft 2022 comprehensive plan, which has not yet been approved by City Council, outlines this parcel as Urban Neighborhoods. The new comprehensive plan states Urban Neighborhood is characterized by traditional urban neighborhoods similar to Pueblo's centrally located neighborhoods. Uniform block sizes with gridded streets, alleys, and an integrated mix of housing types, including single-family homes, duplexes, small multi-family buildings, and accessory dwelling units. Variety of services and amenities available within the neighborhood or easily accessible nearby. Features a complete sidewalk network, neighborhood bikeways and dedicated bike lanes, and offer transit service along major corridors and between areas with a density of housing and/or jobs. Residential density is 6 to 16 dwelling units per acre but may be higher in some locations. Primary Land uses include single family detached and attached homes, duplexes, and townhomes. Supporting land uses include accessory dwelling units; small-scale

multi-family dwellings; neighborhood-scale commercial, retail and services; parks; schools; libraries; community gardens; and other complementary uses.

RECOMMENDED ACTION:
Staff recommends the Planning and Zoning Commission make a recommendation to City Council that the zoning map amendment be **APPROVED**.

HEARING: Daryl Voss, property owner and applicant testified in favor of the application.

Support:
Dorrine Fletcher, testified that the church east of the site is no longer the Cowboy Church it is now the Foot of the Cross Ministries.

No one spoke in opposition.

MOTION: Bailey moved to recommend approval, second by Aznar.

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-22-07

TO:	City of Pueblo, Planning and Zoning Commission
FROM:	Danielle Baxter, Planner
THROUGH:	Scott Hobson, Acting Director of Planning and Community Development
DATE:	June 8, 2022
SUBJECT:	Rezone from R-5, Multiple-Residential and Office District to R-6, Multiple-Residential and Commercial District
APPLICANT:	Daryl Voss, Conmor, LLC
PROPERTY OWNER:	Daryl Voss, Conmor, LLC
LOCATION:	7 Amerherst Ave., generally located west of S. Prairie Ave and north of Amherst Ave, west of the State Fair Grounds. (Lot 22 Blk 3 Sunset Park 6th)
CONCURRENT REQUESTS:	none

REQUEST:
The applicant is requesting to rezone Lot 22, Block 3, Sunset Park 6th Filing, totaling 0.85 acres from R-5, Multiple-Residential and Office District to R-6, Multiple-Residential and Commercial District to accommodate the future development of a laundromat and apartments.

BACKGROUND AND ANALYSIS:

The subject property is located west of S. Prairie Ave and north of Amherst Ave, generally located west of the State Fair Grounds in the Sunset Park Subdivision, 6th Filing. The 0.85-acre site is comprised of a single undeveloped parcel. A preliminary site plan has been submitted for development with a proposed laundromat along Amherst Ave and apartments located behind the laundromat on the north side of the property.

STAFF REVIEW AND FINDINGS:

The proposed laundromat and residence, multifamily are both a use by right in the Multiple-Residential and Commercial (R-6 Zone) District. The applicant is requesting to construct a new laundromat facing Amherst Ave. The laundromat will be a 3,000 square foot single story building and will house 80 to 90 washing machines and dryers for patron use. Behind the laundromat will be a two-story apartment building, which will provide eight new apartments. The proposed apartment building is approximately 7,200 square feet and if each apartment has the same floor plan, each apartment will be approximately 900 square feet.

Based on the proposed site plan the laundromat and apartments have the appropriate number of parking spaces required by Sec 17-4-42 & Sec 17-4-43. The applicant currently owns multiple residential rental properties and laundromats in Pueblo, to include Lady Fair Laundromat at 1141 S. Prairie Ave. The applicant states that Lady

Fair Laundry, which is located a block south of the proposed rezone site, will close and be moved to this new location if the requested rezoning and the commercial plan review are approved.

PLANNING AND COMMUNITY DEVELOPMENT COMMENTS

CHARACTER AND COMPATIBILITY:

- **Site Character:**
  The subject property is 0.85 acres of unimproved land. Existing single-family residences are located to the north of the site. To the east of the site is Foot of the Cross Ministries. To the west are the Amherst Ave Apartments.

- **Neighborhood Compatibility:**

North	R-2, Single-Family Residential: existing single-family residences
East	R-5, Multiple-Residential and Office District: Foot of the Cross Ministries.
South	B-4, Central Business District: Amherst Ave and National Pride Car Wash and the rear of the ARC thrift store in the Sunset Plaza shopping center.
West	R-5, Multiple-Residential and Office District: Amherst Ave Apartments.

- **Comprehensive Plan Compliance:**
  The current 2014 comprehensive plan outlines this parcel as high density residential. There are several areas within the City of Pueblo where High Density Residential land use is located. These multiple family housing complexes, having densities of 8 to 12 units an acre, are primarily found within the Minnequa, Belmont and Northridge areas of the City of Pueblo and within Pueblo West along Highway 50. This land use includes townhomes, and apartment buildings. Zoning for these areas should encourage multiple family housing complexes, with appropriate buffers and setbacks to maintain reasonable compatibility with lower density development nearby.

  The draft 2022 comprehensive plan, which has not yet been approved by City Council, outlines this parcel as Urban Neighborhoods. The new comprehensive plan states Urban Neighborhood is characterized by traditional urban neighborhoods similar to Pueblo's centrally located neighborhoods. Uniform block sizes with gridded streets, alleys, and an integrated mix of housing types, including single-family homes, duplexes, small multi-family buildings, and accessory dwelling units. Variety of services and amenities available within the neighborhood or easily accessible nearby. Features a complete sidewalk network, neighborhood bikeways and dedicated bike lanes, and offer transit service along major corridors and between areas with a density of housing and/or jobs. Residential density is 6 to 16 dwelling units per acre but may be higher in some locations. Primary Land uses include single family detached and attached homes, duplexes, and townhomes. Supporting land uses include accessory dwelling units; small-scale multi-family dwellings; neighborhood-scale commercial, retail and services; parks; schools; libraries; community gardens; and other complementary uses.

ABILITY TO COMPLY WITH THE PROPOSED ZONE DISTRICT:

- **Minimum lot size and area:**

R-6 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 existing lot being rezoned is approximately 36,820 square feet, which exceeds the 8,000 square foot minimum lot size. The lot width along Amherst Ave is 140 feet, which exceeds the 50-foot minimum lot width requirement.

- **R-6 District Schedule of District Regulations (17-4-4(c)(2))**

Six (6) or more family dwelling unit structures 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; each room or rental unit for transients in a hotel and/or motel shall provide at least eight hundred (800) square feet of ground area; and other permitted uses shall provide 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%) of the parcel in landscaped open space; if four (4) or more habitable stories, shall provide at least fifty percent (50%) of the parcel in landscaped open space. The performance standards in Section 17-4-5 shall apply in the R-6 District.

- The parcel in question is 36,820 square feet (0.85 acres). The applicant is proposing eight apartments and a laundromat. Based on the site plan provided the applicant is proposing a 3,000 square foot laundromat facing Amherst Ave. Behind the laundromat will be a two-story building housing eight apartments. The apartment building is approximately 7,200 square feet total. If each apartment has the same floor plan, each apartment will be approximately 900 square feet.
- The applicant will need to provide 20% of the parcel as landscaped open space.

- **Non-residential Parking Requirements(17-4-43(b)(5))**

Retail uses in B-3, R-5, R-6, I-2 and I-3 zone districts shall be provided with at least ten (10) parking spaces, plus one (1) additional parking space for each two hundred fifty (250) square feet of gross floor area in excess of two thousand five hundred (2,500) square feet.

- The laundromat must provide 12 parking spaces for customers. Based on the site plan provided this parking requirement is met with 18 parking spaces.

- **Residential Parking Requirements (17-4-42(b))**

Each residential structure containing three (3) or more dwelling units hereafter constructed or relocated shall provide on the building site at least one and one-half (1½) accessible and usable off-street parking spaces for each dwelling unit. Residential structures containing three (3) or more dwelling units which are specifically designed and occupied exclusively by persons sixty (60) years of age or older or handicapped, and which are wholly or partially financially supported by public funds or a nonprofit tax-exempt institution, shall provide on the building site at least three-fourths (¾) of an accessible and usable off-street parking space for each dwelling unit. Said parking spaces may be located on any portion of the building site, shall be permanent in character, shall be provided with a permanent driveway to the public right-of-way, and both the parking spaces and driveway shall be paved with asphalt concrete, Portland cement concrete or pavers.

- The apartment complex must provide 12 parking spaces for residents. Based on the site plan provided this parking requirement is met with 12 parking spaces.

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 apartments on the north side of the property with a laundromat located on the south side of the lot facing Amherst Ave.**

A tentative site plan showing proposed structures, uses, open spaces, facilities for parking and loading and arrangements for pedestrian and vehicular circulation.

- ❑ Comments **A preliminary site plan has been provided.**

A statement of the proposed time schedule for beginning and completion of development.

- ❑ Comments **The applicant indicated development will begin August 2022 and should be completed by April 2023.**

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-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 the Planning and Zoning Commission make a recommendation to City Council that the zoning map amendment be **APPROVED**.

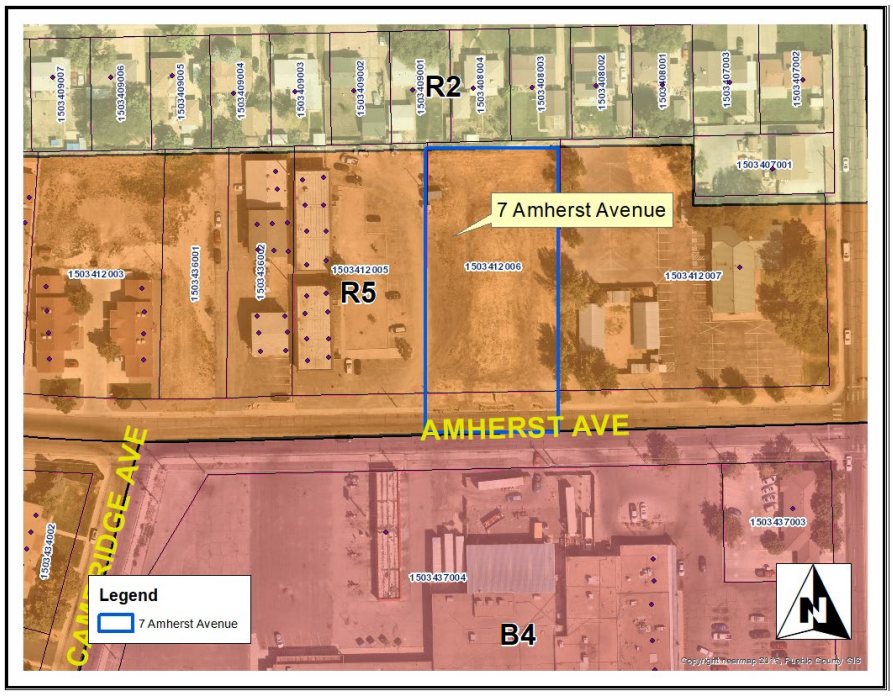
ATTACHMENTS:

A. Arial Photograph
B. Zoning Map
C. Comprehensive Plan Map
D. Site Photographs
E. R-6 Zone District Information Sheet
F. Application and Statement of Facts
G. Rezoning Exhibit

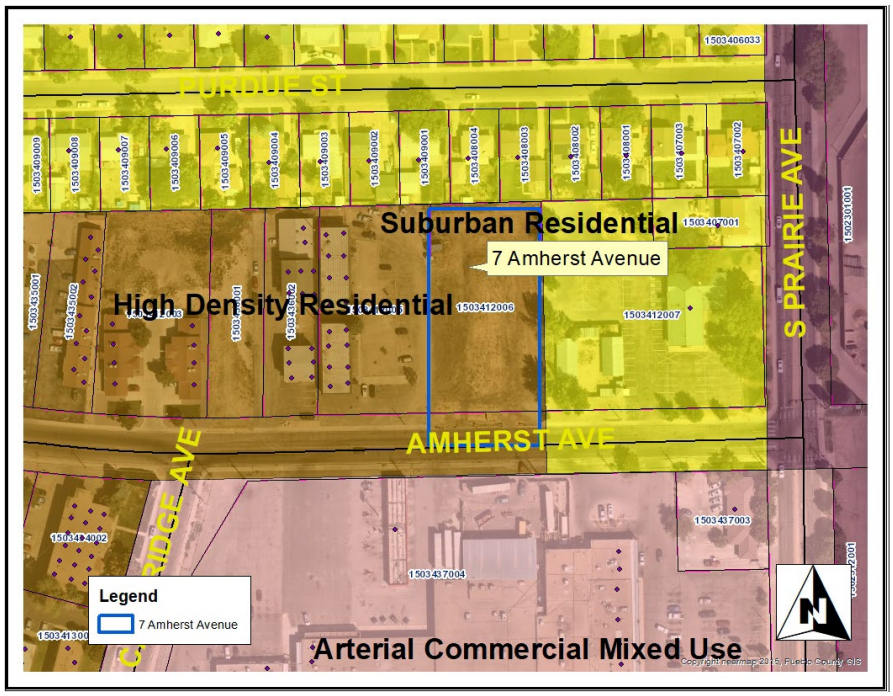
ATTACHMENTS:



A. Aerial Photograph



B. Zoning Map



C. Comprehensive Plan Map

D. Public Notice Poster & Site Photos



Taken from parcel facing southeast across Amherst Ave.



Taken from parcel facing southwest across Amherst Ave.



Taken from parcel facing west.



Taken from parcel facing northeast.



Taken from parcel facing north.


PUBLIC HEARING
THE PLANNING & ZONING COMMISSION
WILL HOLD A HEARING ON:
WED, June 8, 2022 at 3:30 pm
FOR THE FOLLOWING PROPERTY:
7 Amherst Ave.
Parcel 1503412006
REGARDING: Z-22-07
Rezone 0.85 acre parcel from
R-5 to R-6
CITY COUNCIL CHAMBERS
1 CITY HALL PL, PUEBLO, CO
Scott Hobson
ADMINISTRATIVE OFFICIAL

E. R-6 Zone District Information Sheet

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-6 (Multiple-residential and Commercial District)

Purpose. The standards of this district (R-6) are highway-oriented and designed to retain and provide areas of mixed residence, commercial use and accommodations for transients.

Setbacks:	Front	25'	Side	5'	Rear	15'
	See Section 17-4-6 for multi-story buildings OVER 35' in height					
Coverage:	50%					
Floor Area Ratio	2					
Max. Height	Unlimited					
Minimum Lot Width:	50'					
Minimum Lot Size:	3,000 Square Feet (*)					

(*) 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.

(*) 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(c)
Off Street Parking	§ 17-4-43 Off-street parking nonresidential.
Landscape:	Required § 17-4-7. Landscape performance standards.
Outdoor Lighting	§ 17-4-52 Outdoor Lighting Performance Standards.
Public Sidewalks:	§ 17-4-44

Permitted Uses § 17-4-51(c)

R-6 2-4-22
Page 2 of 2

Uses by right.		
1. Accessory commissary	13. Convent / Monastery	27. Office, professional
2. Accessory community garden	14. Gas station	28. Parking lot
3. Accessory dwelling unit, established	15. Home, Children	29. Photography studio
4. Accessory heliport, emergency medical	16. Home, Disabled	30. Religious institution
5. Bar, tavern	17. Home, elderly	31. Residence, condominium
6. Beauty salon or barbershop	18. Hospital	32. Residence, multi-family
7. Bed and breakfast home	19. Hotel (Motel)	Residence, one-family
8. Bed and breakfast inn	20. Laundromat	33. Residence, three and four family
9. Boarding-house	21. Library	34. Residence, townhouse
10. Car wash	22. Manufactured home, one-family	35. Residence, two-family (duplex)
11. Charitable institution	23. Mixed Use	36. Restaurant
12. Child care center	24. Mortuary	37. Retail sales, general
	25. Office, general	38. Retail sales, liquor store
	26. Office, medical	39. Wedding facility

Uses by review.		
1. Accessory drive-thru	11. Group care facility	23. Recreational park
2. Accessory emergency generator	12. Halfway house	24. Recreational vehicle, sales and service
3. Catering service	13. Homeless shelter	25. Restaurant, carry-out
4. Commercial, established	14. Massage establishment	26. Retail sales, garden center
5. Community center	15. Mobile home sales	27. Sign, billboard
6. Community correctional facility or program	16. Nursery	28. Student Housing
7. Financial institution	17. Nursing home	29. Temporary outdoor sales, seasonal
8. Funeral home	18. Parks, trails and open space	30. Veterinary clinic
9. General service	19. Pawnshop	
10. Golf course	20. Public utilities	
	21. Recreation facilities, general	
	22. Recreation facilities, indoor	
Conditional uses:		
1. Accessory antenna	5. Brewpub	9. Home based business
2. Accessory commercial patio	6. Child care home	10. Legal non-conforming uses
3. Accessory medical marijuana home cultivation	7. Community garden	11. Temporary construction yard
4. Accessory solar array	8. Development in floodplain	12. Temporary model home (sales office)

F. Application and Statement of Facts

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: Daryl Voss	
Company: CONMOR, LLC	
Address: PO BOX 2418, PUEBLO, CO	Zip: 81004
Phone: ( )575-635-7149	Email: darylvoss@hotmail.com
Applicant	
Name: Daryl Voss	
Company: CONMOR, LLC	
Address: PO BOX 2418, PUEBLO, CO	Zip: 81004
Phone: ( )575-635-7149	Email: darylvoss@hotmail.com
Person or Firm Representing (If Different From) Owner or Applicant	
Name:	
Company:	
Address:	Zip:
Phone: ( )	Email:
*The **applicant** will be the primary contact unless otherwise noted.*	
Project Location: AMHERST AVE (address or general description)	
Parcel# 15-034-12-006	
Legal Description: Lot 22, Blk 3, SUNSET PARK 6TH	
Subdivision: SUNSET PARK 6TH	Acreage: .85
Existing Zone District: R-5	**Proposed Zone District:** R-6

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.

I will be building apartments which is allowed under current zone district and I would like to build a laundromat on the same parcel of land with the apartments. The laundromat store front will face Amherst Ave. and the apartments will be in the back portion of the parcel.

Description of area surrounding proposed development:

Apartments, Church, Residential Houses in the back, Commercial Retail Center across the Street

A general description of the proposed development to the distance which will be affected; such description including subjects of environmental effect, economic effect and traffic effect, if any; and such description carried out in scope and detail to the extent needed to support the requested amendment and as may be required by the Planning and Zoning Commission.

The proposed development will be adjacent to apartments to the west, single family homes to the north which will be adjacent to the planned apartment building. There is a church to the east. My current laundromat is located across the street to the south in the Sunset Shopping Center. I will be relocating the current laundromat to the planned site and anticipate no change in traffic volume in the area.

☑ 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: August, 2022

Estimated date for completion of project: April, 2023

A statement reasonably indicating the applicant's economic responsibility and capability of accomplishing the development for which a zoning amendment is requested.

I own 30 rental properties and I currently own 6 laundromats in Pueblo, Colorado. I have already been approved by a bank to complete this project if a loan is needed.

☐ 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	

March 10, 2022

City of Pueblo
Planning & Community Development
211 East D Street
Pueblo, CO 81003

Re: Rezoning of Parcel #15-034-12-006

I am requesting a rezone of Lot 22, Block 3, Sunset Park 6th Filing, from R-5 to R-6. I seek the rezoning to build an 8-plex, 2-story apartment building and a laundromat. My current laundromat which has been there for over 35 years is located to the south in Sunset Plaza Center, and I would like to relocate the laundromat across the street to the proposed site with a much needed larger and modern store. I foresee no net change in traffic in the area due to the move. The larger laundromat will be an added convenience to those living in the apartment-dense area around the proposed building site. The proposed apartment project will add needed housing to Pueblo and be aesthetically pleasing.

The parcel for rezoning consideration borders an apartment building to the west, single-family residences to the north, a church to the east and a shopping center to the south. The proposed apartment will border the single-family residences to the north, with the laundromat positioned closer to Amherst Avenue. Parking and traffic for the apartment and laundromat flow on the west side of the buildings, the buildings themselves providing a "buffer" for the church located to the east.

I am excited about bringing something new to the southside of Pueblo. I appreciate your time and consideration of the rezoning request. I am ready to work with you on any questions or concerns you may have about the proposed project, and can be reached at 575-635-7149.

Sincerely,

Daryl Voss

Official Records of Pueblo County Clerk & Recorder 2180892
06/11/2020 03:45:00 PM Page 1 of 1
Warranty Deed R: $13.00 D: $18.50 Gilbert Ortiz

SPECIAL WARRANTY DEED

State Doc Fee: $18.50
Recording Fee: $13.00

THIS DEED, Made this 11th day of June, 2020, between
Aaron Ghini
of the said County of Pueblo and State of Colorado, grantor, and
Conmor LLC
whose legal address is: P.O. Box 2418, Pueblo, CO 81004 of the County of Pueblo, and State of Colorado, grantee

WITNESS, that the grantor, for and in consideration of the sum of One Hundred Eighty Five Thousand Dollars and No Cents ($185,000.00), the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm unto the grantee, his heirs and assigns forever, all the real property, together with improvements if any, situate, lying and being in the said County of Pueblo and State of Colorado described as follows:

Lot 22, Block 3, Sunset Park 6th Filing, County of Pueblo, State of Colorado.

also known by street and number as: TBD Amherst Avenue, Pueblo, CO 81005

TOGETHER with all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the grantor, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances;

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the Grantee, and the Grantee's heirs and assigns forever. The Grantor, for the Grantor and the Grantor's heirs and assigns, does covenant, grant, bargain, and agree that the Grantor shall and will WARRANT THE TITLE AND DEFEND the above described premises, in the quiet and peaceable possession of the Grantee and the heirs and assigns of the Grantee, against all and every person or persons claiming the whole or any part thereof, by, through, or under the Grantor except and subject to: Statutory Exceptions as defined in C.R.S. § 38-30-113(5)(a)

IN WITNESS WHEREOF, the grantor has executed this deed on the date set forth above.

Aaron Ghini

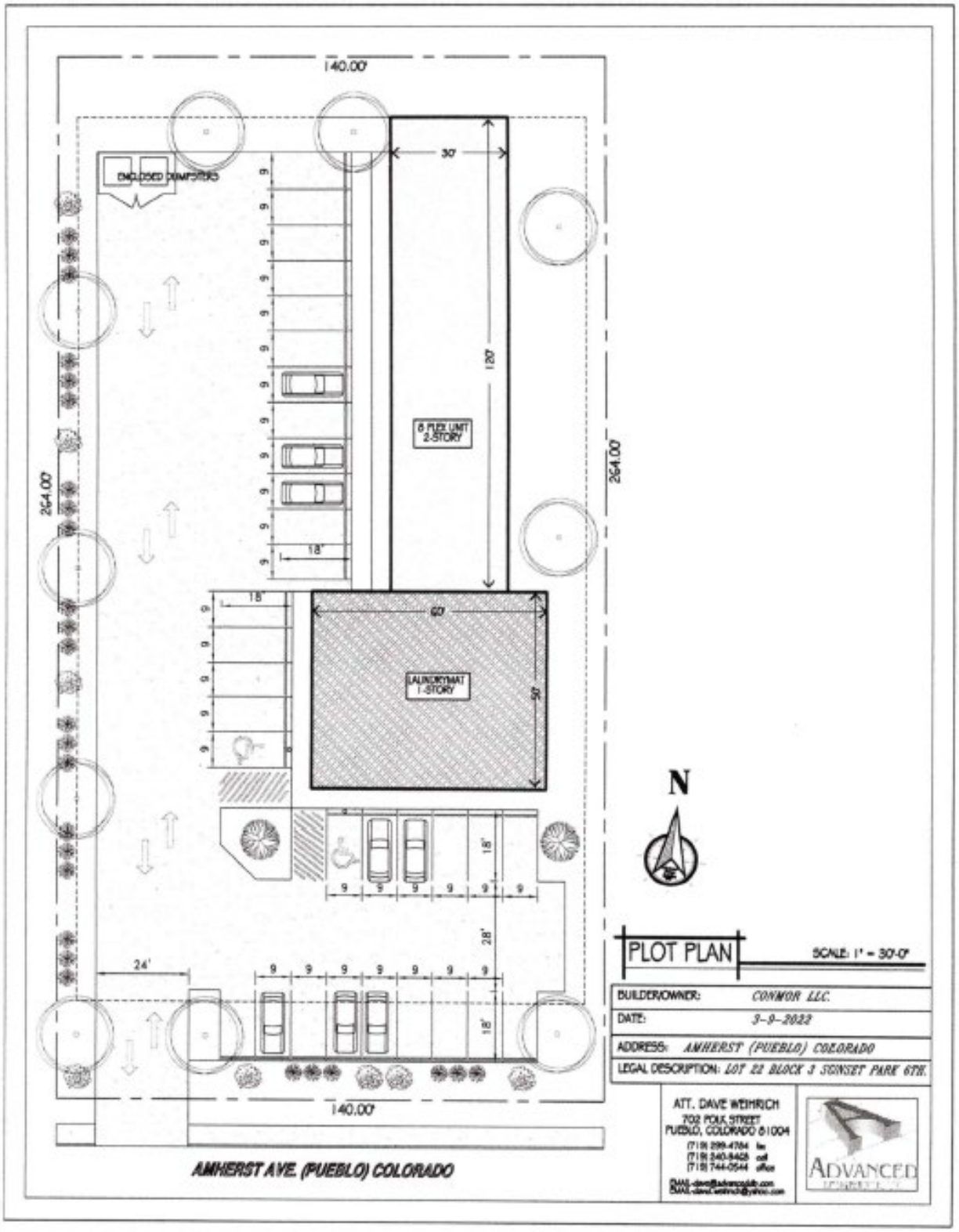
State of Colorado
County of Pueblo

The foregoing instrument was acknowledged before me this 11th day of June, 2020 by Aaron Ghini.

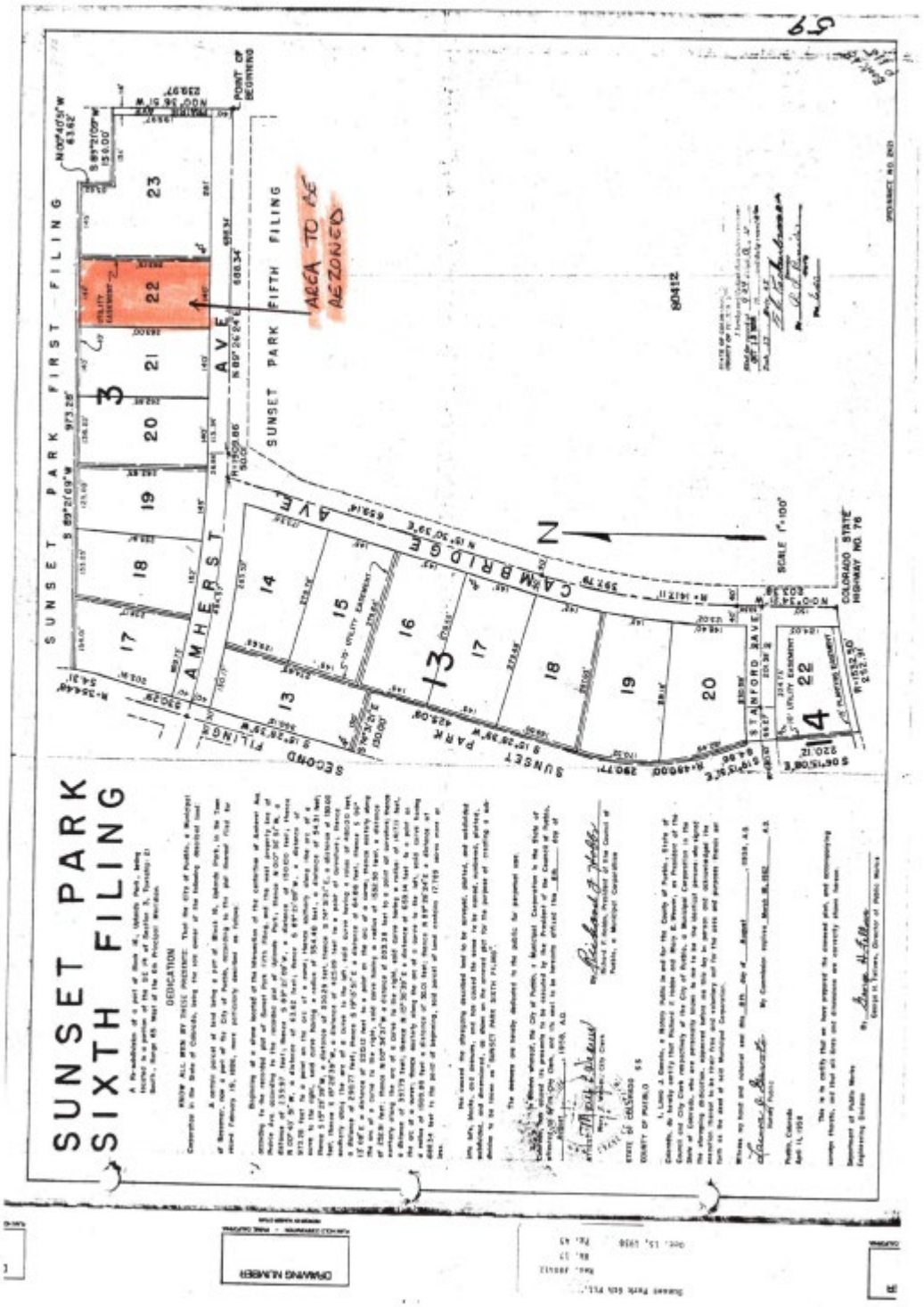
Witness my hand and official seal.

Notary Public Robin Myers
My Commission Expires: 3/16/21

ROBIN E. MYERS
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20014008436
MY COMMISSION EXPIRES MARCH 16, 2021


140.00'
264.00'
264.00'
30'
120'
6 PLEX UNIT
2-STORY
18'
18'
60'
50'
LAUNDRYMAT
1-STORY
N
18'
28'
18'
24'
140.00'
AMHERST AVE. (PUEBLO) COLORADO
PLOT PLAN
SCALE: 1" = 30'-0"
BUILDER/OWNER: CONNOR LLC.
DATE: 3-9-2022
ADDRESS: AMHERST (PUEBLO) COLORADO
LEGAL DESCRIPTION: LOT 22 BLOCK 3 SUNSET PARK 6TH.
ATT. DAVE WEIRICH
702 FOUR STREET
PUEBLO, COLORADO 81004
ADVANCED

G. Rezoning Exhibit



June 8, 2022

This is to inform you that the City Planning and Zoning Commission will hold a public hearing on a request by **Daryl Voss, Conmor, LLC** for approval of the following application:

Z-22-07 Rezoning 7 Amherst Ave: Rezone 0.85-acre parcel from R-5, Multiple-Residential and Office District to R-6, Multiple-Residential and Commercial District.

The Planning and Zoning Commission meeting will be held June 8, 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, Director
Planning & Community Development
Danielle Baxter, Planner
(719) 553-2241

June 8, 2022

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Scott Hobson, Director
Planning & Community Development
Danielle Baxter, Planner
(719) 553-2241

CASE NUMBER Z-22-07

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 7 Amherst Avenue Parcel 1503412006 to be sent to the attached list of owners of the real property lying within three hundred (300) feet of the said property on which the Zoning Map Amendment is proposed by depositing the same properly addressed and postage paid in the post office, as set forth in the Code of Ordinances, Section 17-6-2.

5-20-22
(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 located at 7 Amherst Avenue Parcel 1503412006, upon which action is pending as set forth in the Code of Ordinances, Section 17-6-2.

5-20-22
(Date)

PUEBLO PLANNING & ZONING COMMISSION

By KAREN ELGIN

Owner	OwnerStree	OwnerCity	Own	OwnerZip
GALLINA ARLENE M	1 PURDUE ST	PUEBLO	CO	81005-2017
SHORT GERALD E + SHORT MIRIAM	10 PURDUE ST	PUEBLO	CO	81005-2018
JOHNER MARY	10 TULANE ST	PUEBLO	CO	81005-2020
ROMERO MICHAEL B/ROMERO LOR	1015 S PRAIRIE AVE	PUEBLO	CO	81005-2015
SUNSET PARK CHRISTIAN CHURCH	1025 S PRAIRIE AVE	PUEBLO	CO	81005-2015
CHURICH MARIA + CHURICH GARY	11 PURDUE ST	PUEBLO	CO	81005-2017
ALAS JENNY	12 PURDUE ST	PUEBLO	CO	81005-2018
KREIMAN KRISTYN	12 TULANE ST	PUEBLO	CO	81005-2020
MONTOYA LYDIA	13 PURDUE ST	PUEBLO	CO	81005-2017
D + S REAL ESTATE INVESTMENTS LL	1408 BEULAH AVE	PUEBLO	CO	81004-2702
CAPONERA RAYMOND J + REEVES P	15 PURDUE ST	PUEBLO	CO	81005-2017
SPOONE MICHAEL V + SPRADLEY CA	1502 23RD LN	PUEBLO	CO	81006-1852
SANCHEZ JOSEPH A	16 PURDUE ST	PUEBLO	CO	81005-2018
RIGGIO JOHN A/RIGGIO LILLIANNA	16 TULANE ST	PUEBLO	CO	81005-2020
BEHM BARBARA J	17 PURDUE ST	PUEBLO	CO	81005-2017
PAKENHAM COLLEEN	18 PURDUE ST	PUEBLO	CO	81005-2018
JOHNSON JOEL M	19 PURDUE ST	PUEBLO	CO	81005-2017
DAZZIO JOSEPH	2 PURDUE ST	PUEBLO	CO	81005-2018
TORRES JUVENAL BRANDON	20 PURDUE ST	PUEBLO	CO	81005-2018
J NAKAMURA LLC	2001 LAKE AVE	PUEBLO	CO	81004-3538
FERKUL JOSEPH	21 PURDUE ST	PUEBLO	CO	81005-2017
TRUJILLO ERNESTO/TRUJILLO LORRI	22 PURDUE ST	PUEBLO	CO	81005-2018
COOPER MICHAEL A + COOPER ANN	28251 PONGO DR	PUEBLO	CO	81006-9688
DURAN ANDREA A	4 PURDUE ST	PUEBLO	CO	81005-2018
GLACIER BANK	431 POWER RD	GRAND JUNCTION	CO	81507-2775
MORRIS JUDY ANNE	4620 BERMUDA DR NE	ALBUQUERQUE	NM	87111-2836
DILKA BRIAN J/DILKA MARISSA K	5 PURDUE ST	PUEBLO	CO	81005-2017
CHANTALA DAVID TROY + JONES DC	6 PURDUE ST	PUEBLO	CO	81005-2018
MONTOYA DANTE R	7 PURDUE ST	PUEBLO	CO	81005-2017
SUNSET PLAZA SHOPPING CENTER LL	7831 SE STARK ST STE	PORTLAND	OR	97215-2357
ROYBAL LEWIS A + FOSTER KARL	8 PURDUE ST	PUEBLO	CO	81005-2018
BATEY ANN E	8 TULANE ST	PUEBLO	CO	81005-2020
COSTANZA JOSEPH P	86 PRINCETON ST	PUEBLO	CO	81005-1910
ALBERICO MARYLIN SUE + ALBERICO	9 PURDUE ST	PUEBLO	CO	81005-2017
CONMOR LLC	PO BOX 2418	PUEBLO	CO	81004-0418
WALLERSTON TRUST C/O BRENDA W	PO BOX 3810	PUEBLO	CO	81005-0810

BACKGROUND PAPER FOR PROPOSED ORDINANCE

COUNCIL MEETING DATE: July 11, 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 PLATTED ALLEY RIGHT-OF-WAY LOCATED WITHININ BLOCK 362, WILEY AND CHAMBERLIN'S SUBDIVISION

SUMMARY:

The applicant is requesting to vacate the remaining 1,111 square feet of the alley located within Block 362 of the Wiley and Chamberlin's Subdivision.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

The purpose of this vacation request is to create a new single lot for the commercial development of a business site. The proposed alley right-of-way runs from west to east and dead ends into the right-of-way for Portland Avenue. There is no access to any properties other than the applicants. This vacation will create a more buildable parcel and eliminate residual slivers of land. After the vacation, the applicant will rearrange the vacated alley area with existing lots to form a new building parcel. The applicant has concurrently submitted a lot line rearrangement application that would be recorded pending approval of this action and has been working with Planning staff on the development of this property. Planning staff did not receive any comments or objections to the applications from any City departments or utilities.

FINANCIAL IMPLICATIONS:

There are no financial implications for the City.

BOARD/COMMISSION RECOMMENDATION:

The Planning and Zoning Commission, at their May 11, 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 current alley would remain and would impede the applicant's ability to develop the property.

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 May 11, 2022 Public Hearing
Memorandum from the Department of Public Works Dated June 24, 2022
Planning and Zoning Commission Staff Report with Attachments and Exhibits

ORDINANCE NO._____

AN ORDINANCE VACATING A PORTION OF THE PLATTED ALLEY RIGHT OF WAY LOCATED WITHININ BLOCK 362, WILEY AND CHAMBERLIN'S SUBDIVISION

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

SECTION 1.

The following alley:

All that portion of ALLEY located in Block 362, Wiley and Chamberlin's Subdivision, lying westerly of Portland Avenue and being more particularly described as follows:

Beginning at the Northwest corner of Lot 21, said Block 362, said point also being the point of intersection of the Easterly Right of Way line of Champa (Ogden) Avenue with the south line of said ALLEY; THENCE East along the South line of said ALLEY to a point on the North line of Lot 23, said point being 16.61 feet West of the Northeast corner of said Lot 23, said point being the same as the POINT OF BEGINNING as called for in deed recorded May 30, 1973 at Reception No. 450030 of the Pueblo County Records; THENCE Northeasterly to a point on the North line of the ALLEY, said point being 118.66 feet west of the Southeast corner of Lot 8, said Block 362, said point also being the Southwest corner of that triangular parcel of land as recorded February 14, 1973 at Reception No. 442938 of the Pueblo County records; THENCE West along the North line of said ALLEY to the Southwest corner of Lot 1, said Block 362, said corner being the intersection of the easterly right of way line of Champa (Ogden) Avenue with the North line of said ALLEY; THENCE South along the east right of way line of said Champa Ave. to the POINT OF BEGINNING, 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 _____.

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

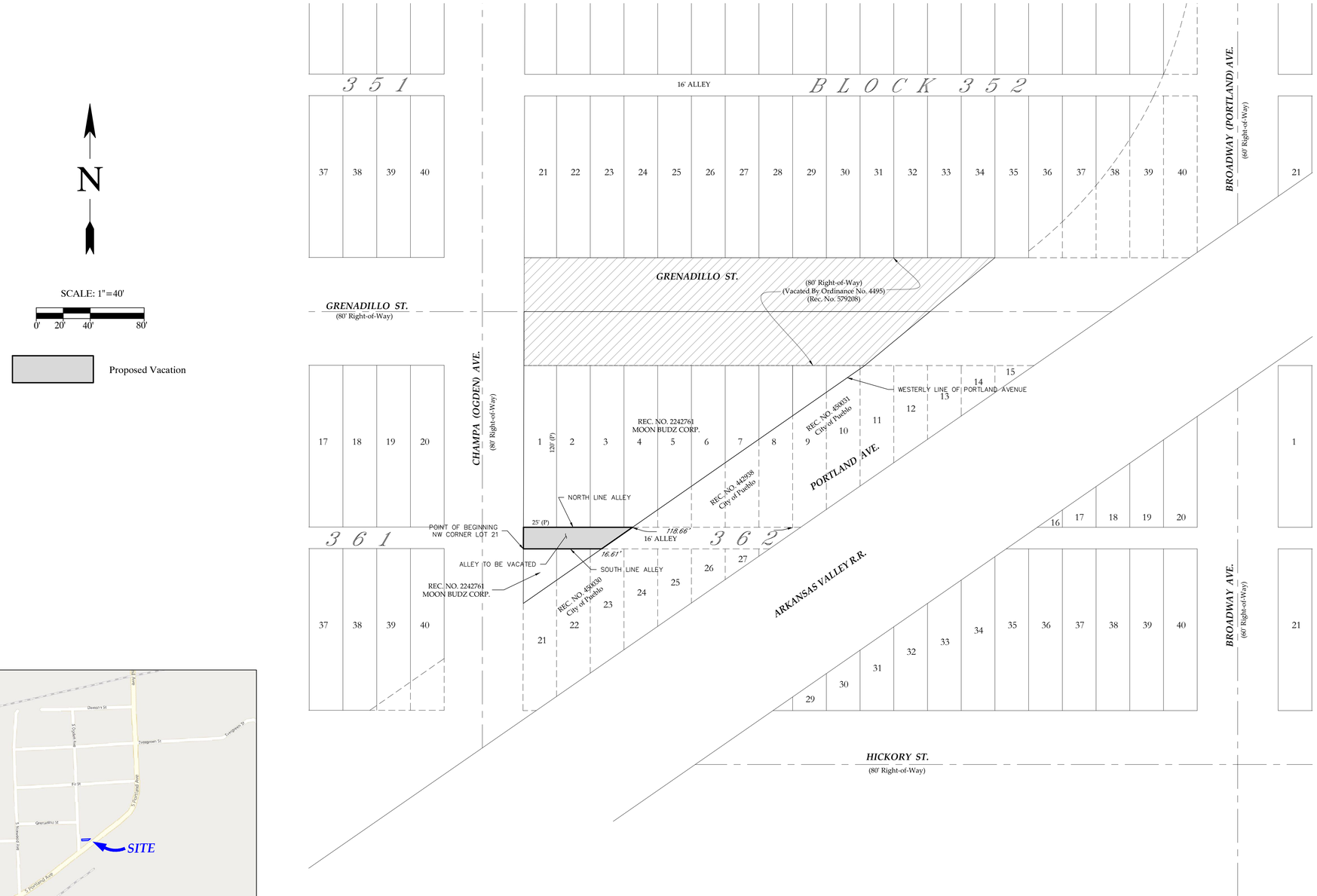
ATTEST

_____

City Clerk

ALLEY VACATION WITHIN WILEY & CHAMBERLIN'S SUBDIVISION

A VACATION OF A PORTION OF THE PLATTED 16 FOOT ALLEY RIGHT OF WAY
LOCATED IN BLOCK 362, WILEY & CHAMBERLIN'S SUBDIVISION
IN THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 20 SOUTH, RANGE 64 WEST
OF THE 6th PRINCIPAL MERIDIAN
CITY OF PUEBLO, COUNTY OF PUEBLO, STATE OF COLORADO



Vicinity Map
Not to Scale

LEGAL DESCRIPTION
All that portion of ALLEY located in Block 362, Wiley and Chamberlin's Subdivision, lying westerly of Portland Avenue and being more particularly described as follows:

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THENCE West along the North line of said ALLEY to the Southwest corner of Lot 1, said Block 362, said corner being the intersection of the easterly right of way line of Champa (Ogden) Avenue with the North line of said ALLEY;
THENCE South along the east right of way line of said Champa Ave. to the POINT OF BEGINNING, County of Pueblo, State of Colorado.

The above described parcel of land contains 1,111 ft² more or less.

RESERVATIONS:

PURPOSE: Petitioner owns property adjoining each side of the alley and wishes to more adequately utilize all of his property.

SURVEYOR'S CERTIFICATE
I, Julie N. Troutt, a professional land surveyor registered in the State of Colorado, hereby certify, that this Road/Street Vacation Plat is not based upon an actual field survey conducted by me or under my responsible charge, but was prepared using information shown on the plat of Wiley and Chamberlin's Subdivision, as recorded June 1, 1887 in Book 2 at Page 41 of the records of the Pueblo County Clerk and Recorder.

Julie N. Troutt
Professional Land Surveyor No. 38529

Date

Southern Colorado Land Surveying, Inc.
184 S. Tiffany Dr., Ste. 106
Pueblo West, CO 81007
719-542-9169

D:\Civil 3D Projects\Surveys\2021\S21-80 904 S. Ogden Ave\S21-80 Vacation Plat.dwg

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, May 11, 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 3:35 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; and Joe Martellaro, Associate Engineer II.

PUBLIC MEETING AGENDA AND ACTION

Regular Agenda

3. **V-22-02: Vacation:** Vacate a 16’ by 105’ long portion of an unimproved public alley in the Wiley and Chamberlin Subdivision, Block 362.

Staff Report by Wade Broadhead

BACKGROUND:

The applicant is proposing to vacate the remaining alley (1,111 sq ft) in Block 362 of the Wiley and Chamberlin Subdivision. After the vacation of the alley the applicant will rearrange the vacated alley area with existing lots to form a new building parcel. The proposed alley right of way runs from west to east and dead ends into the right-of-way for Portland Avenue and provides no access to any properties other than the applicants. This vacation will create a more buildable parcel and eliminate residual slivers of land.

The purpose of this vacation request is to create a new single lot for the commercial development of a business site. The applicant has already submitted the lot line rearrangement application pending this action and has been working with staff on the development of this property. Staff did not receive any comments or objections to the applications from any city department or utilities.

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 Easement Vacation be recommended for **APPROVAL**.

QUESTIONS OF STAFF:

Cheryl Spinuzzi – Once the alley is vacated does the City deed title? Md. Broadhead responded that the applicant has submitted a lot line rearrangement that will vacate the easement and adjust the existing property boundaries of their ownership.

Sara Martinez – Is this property within the newly established urban renewal district on the east side? Mr. Hobson responded that this property is south of 4th Street along Portland Street and is not within the new urban renewal area.

HEARING: Nathaniel Evans, 904 S. Ogden, applicant, was sworn in and testified on behalf of the application. Ms. Martinez asked what type of commercial will be developed. Mr. Evans responded that the property will be used for a retail marijuana cultivation facility.

No one else spoke in support or opposition for the application.

MOTION: Motion to recommend approval of V-22-02 to City Council was made by Bailey, second by Martinez.

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-22-02 Ogden Vacation

DATE: June 24, 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-22-02

TO:	City of Pueblo, Planning and Zoning Commission
FROM:	Wade Broadhead, Sr. Planner
THROUGH:	Scott Hobson, Acting Planning and Community Development Director
DATE:	May 11, 2022
SUBJECT:	Vacate 16' by 105' portion of platted alley in Block 362 Wiley and Chamberlain Subdivision
APPLICANT:	Nathaniel Evans/Moon Budz
OWNER:	Same
LOCATION:	Generally located southeast of the intersection of Grenadillo Ave and S. Ogden Street.
CONCURRENT REQUESTS:	None

Request:
Vacate a 16' by 105' long portion of an unimproved public alley in the Wiley and Chamberlin Subdivision, Block 362.

-

Staff review and findings:

The applicant is proposing to vacate the remaining alley (1,111 sq ft) in Block 362 of the Wiley and Chamberlin Subdivision. After the vacation of the alley the applicant will rearrange the vacated alley area with existing lots to form a new building parcel. The proposed alley right of way runs from west to east and dead ends into the right-of-way for Portland Avenue and provides no access to any properties other than the applicants. This vacation will create a more buildable parcel and eliminate residual slivers of land.

The purpose of this vacation request is to create a new single lot for the commercial development of a business site. The applicant has already submitted the lot line rearrangement application pending this action and has been working with staff on the development of this property. Staff did not receive any comments or objections to the applications from any city department or utilities.

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 Easement Vacation be recommended for APPROVAL:

PUBLIC WORKS AND ENGINEERING COMMENTS

- **None**

WASTEWATER

- **None**

STORMWATER

- **None**

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

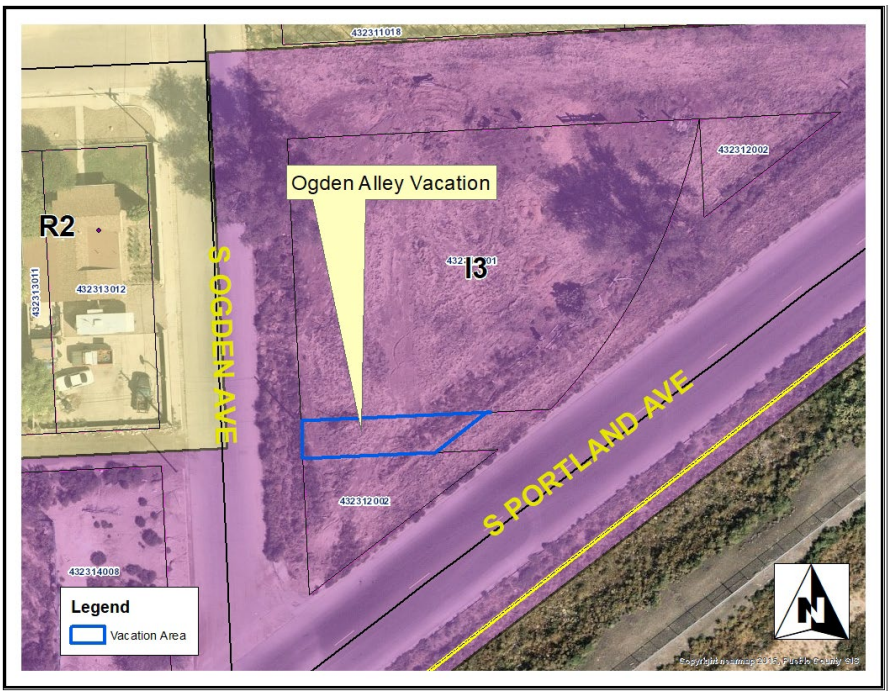
ATTACHMENTS:

A. Aerial Map
B. Zoning Map
C. Site Photographs
D. Vacation Plat
E. Vacation Application

ATTACHMENTS:



A. Aerial Photograph



B. Zoning Map

Attachment C. Site Photos

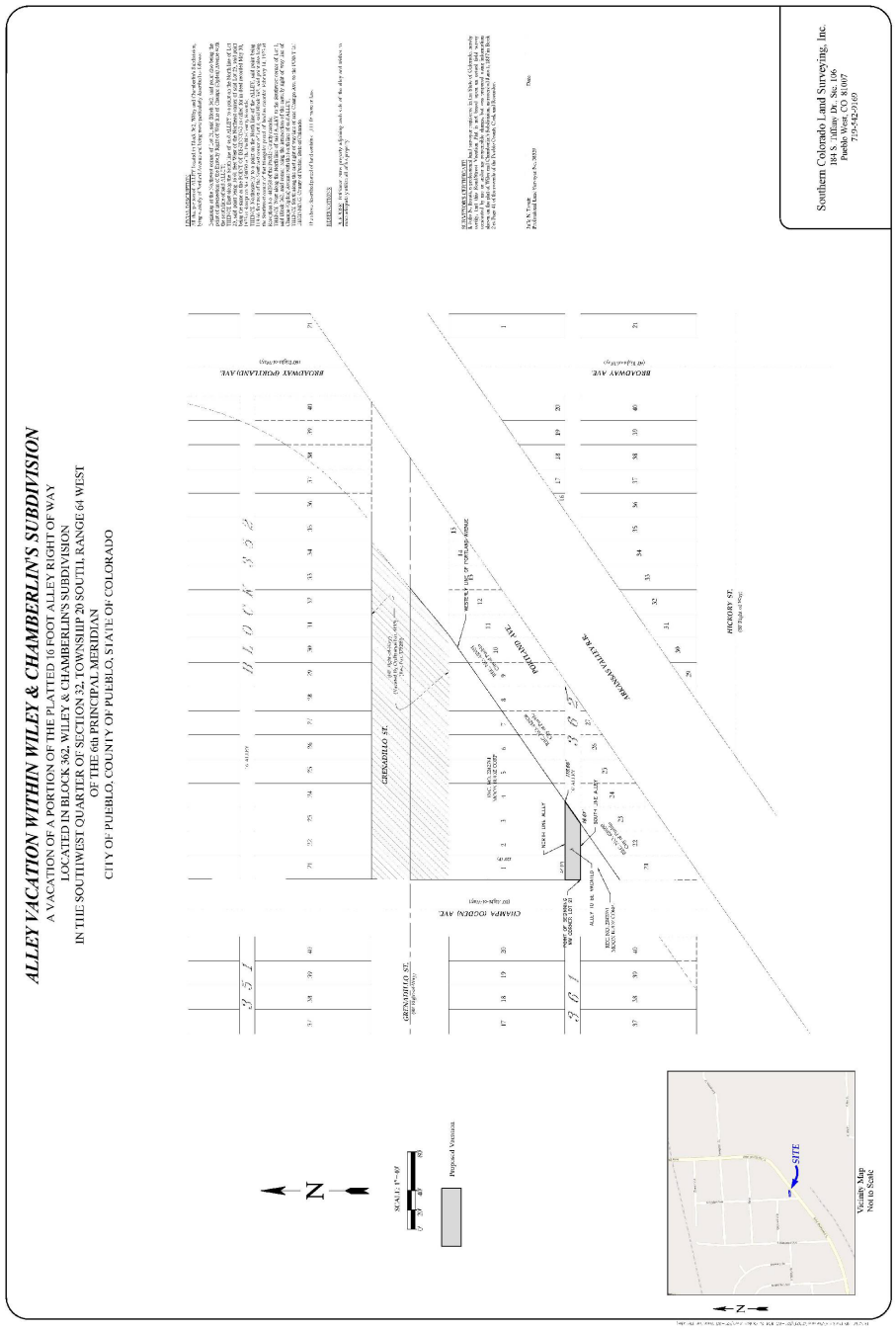


Area of vacation with lines showing its approximate location on the photo



Public Notice Poster

Attachment D: Vacation Plat



Attachment E: Vacation Application

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 #: _____

Property Owner

Name: Nathaniel Evans.
Company Moon Budz
Address: 2822 Farabaugh Ln Zip: 81005
Phone: (719) 696-4747
Email: nathaniel@moonbudzcorporation.com

Applicant

Name: Nathaniel Evans
Company: Moon Budz
Address: 2822 Farabaugh Ln Zip: 81005
Phone: (719) 696-4747
Email: nathaniel@moonbudzcorporation.com

Engineer

Name: Tony Mihelich
Company: DKHorn Engineering
Address: Zip:
Phone: (719) 696-8274
Email: tony@dkheng.com

Surveyor

Name: Julie Troutt
Company: Southern Colorado Land Surveying
Address: Zip:
Phone: (719) 542-9169
Email: socolandsurvey@gmail.com

The applicant will be the primary contact unless otherwise noted.

Project Location: (address or general description) 904 S. Ogden Ave, Pueblo, CO. 81001

Parcel No(s): 432312001, 432312002

Existing Zone: I3 Proposed Zone (if applicable):

PUD Name (if applicable):

Project Name: 904 S. Ogden Avenue

- ☐ 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:
During rearrangement of boundaries, it was determined the second proposed lot was too small. It is now proposed to vacate the southern alley to produce one single lot.

What is the total acreage included in the project? 0.75

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: Rearrangement of boundaries.

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:	Nathaniel Evans		
Signature:		Date:	3/9/22

Applicant, if different from Property Owner

Print Name:			
Signature:		Date:	

Zoning Compliance (Completed by City Staff)

Application checked for completeness by:	Date:	Fee Paid:

April 22, 2022

This is to inform you that the City Planning and Zoning Commission will hold a public hearing on a request by **Nathaniel Evans** for the approval of the following application(s):

V-22-02 Alley Vacation Within Wiley and Chamberlin Subdivision (located southeast of Grenadillo St. and Ogden Ave intersection) application to vacate a 16' portion of platted alley in Block 362 of the Wiley and Chamberlin's Subdivision.

The Planning and Zoning Commission meeting will be held on May 11, 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
Wade Broadhead, Sr. Planner
(719) 553-2280

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Scott Hobson, Director
Planning & Community Development
Wade Broadhead, Sr. Planner
(719) 553-2280

CASE NUMBER V-22-02

CERTIFICATION

I hereby certify that I did this day cause written notice of the public hearing on the Easement Vacation: 904 S Ogden Ave. Alley Vacation 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.

4-25-22
(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 904 S Ogden Ave. Alley Vacation, upon which action is pending as set forth in the Code of Ordinances, Section 17-6-2.

4-25-22
(Date)

PUEBLO PLANNING & ZONING COMMISSION

By KAREN ELGIN

Owner	OwnerStree	OwnerCity	Own	OwnerZip
ARAGON PAUL L	1000 S NORWOOD AVE	PUEBLO	CO	81001-5516
ERA HOLDINGS II LLC	1152 41ST LN	PUEBLO	CO	81006-9315
SALAS BETTY	1519 GRENADILLO ST	PUEBLO	CO	81001-4515
FUENTES MARYANN VALDEZ + VALDEZ	1520 GRENADILLO ST	PUEBLO	CO	81001-4516
WALKER CHRISTINE S + WOLFE LINDA D	1521 GRENADILLO ST	PUEBLO	CO	81001-4515
CHAVEZ MARY S	1522 GRENADILLO ST	PUEBLO	CO	81001-4516
BRECKENRIDGE PROPERTY FUND 2016 LL	2015 MANHATTAN BEACH B	REDONDO	CA	90278-1230
MOON BUDZ CORPORATION	2822 FARABAUGH LN UNIT I	PUEBLO	CO	81005-3191
DETELLO EMILIO/DETELLO FLORA/DETE	30601 EVERETT RD	PUEBLO	CO	81006-9547
PALMA PAUL/PALMA BONNIE L	553 S CAMINO DE LOS RANC	PUEBLO W	CO	81007-4066
GARCIA LORI A	935 ELM ST	PUEBLO	CO	81004-2531
MOLINA ABUNDIO SAMUEL	9669 HURON ST STE 200	DENVER	CO	80260-5669

Background Paper for Proposed ORDINANCE

COUNCIL MEETING DATE: July 11, 2022

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Chief Chris Noeller – Police Department

SUBJECT: AN ORDINANCE APPROVING AND ACCEPTING A GRANT AGREEMENT AND APPLICABLE CONDITIONS PERTAINING THERETO WITH THE STATE OF COLORADO DEPARTMENT OF LAW PEACE OFFICER STANDARDS AND TRAINING (POST), ESTABLISHING PROJECT NUMBER PS2206, BUDGETING AND APPROPRIATING FUNDS INTO PROJECT PS2206, AUTHORIZING THE MAYOR TO EXECUTE SAME, AND RATIFYING HIS PRIOR SIGNATURE THERETO

SUMMARY:

This ordinance approves a grant agreement with the State of Colorado Department of Law Peace Officer Standards and Training (POST) beginning July 1, 2022, and ending June 30, 2023, and approves and accepts an initial grant award of $193,997.00 into Project PS2206.

PREVIOUS COUNCIL ACTION:

City Council has approved ordinances accepting CMTR funds each year beginning in July 2017.

BACKGROUND:

The State of Colorado Department of Law POST Grant Agreement provides funds to the forty (40) law enforcement agencies of the Central Mountain Training Region ("CMTR") for the purpose of improving law enforcement technology and training and upgrading necessary equipment. The Pueblo Police Department will act as the fiscal agent for this grant. Decisions related to training, equipment, and technology will be made with the assistance of an advisory board.

FINANCIAL IMPLICATIONS:

This grant will require monitoring, auditing, and submission of financial documents which will impact the City with staffing costs. The grant does provide monies to offset those expenditures. The Police Department will realize infrastructure benefits as well. Improvements to the Department's shooting range facility and classroom spaces are allowable under this grant. One (1) sworn full-time Police Department employee has been selected to administer this program along with employees from the Finance Department. The City of Pueblo is responsible for administering the drawdown of the grant. The City will submit quarterly reports to Colorado POST documenting expenditures. When excess funds are available to the State, the Colorado Department of Law will award additional funds to CMTR before the end the fiscal year to purchase additional equipment or sponsor additional events. This ordinance allows for the receipt of additional funds in the future to Project PS2206.

Matching funds from the City are not required for this grant.

BOARD/COMMISSION RECOMMENDATION:

Not Applicable.

STAKEHOLDER PROCESS:

Central Mountain Training Region law enforcement leaders have met and support the Pueblo Police Department becoming the fiscal agent for this grant. The Police Department, acting as fiscal agent, will work with the CMTR advisory board to make decisions related to training, equipment, and infrastructure.

ALTERNATIVES:

Decline this grant offer from Colorado POST.

RECOMMENDATION:

Approval of the Ordinance.

Attachments:
FY23 STATE OF COLORADO POST Grant Agreement, Exhibits A and B.

ORDINANCE NO. _____

AN ORDINANCE APPROVING AND ACCEPTING A GRANT AGREEMENT AND APPLICABLE CONDITIONS PERTAINING THERETO WITH THE STATE OF COLORADO DEPARTMENT OF LAW PEACE OFFICER STANDARDS AND TRAINING (POST), ESTABLISHING PROJECT NUMBER PS2206, BUDGETING AND APPROPRIATING FUNDS INTO PROJECT PS2206, AUTHORIZING THE MAYOR TO EXECUTE SAME, AND RATIFYING HIS PRIOR SIGNATURE THERETO

WHEREAS, the City Council of Pueblo has the authority on behalf of the City of Pueblo, including its Police Department, to accept grants from the state government for public and municipal purposes and to enter into agreements relating thereto; and

WHEREAS, the State of Colorado Department of Law Peace Officer Standards and Training (POST) has tendered a Grant Agreement and award (the "Agreement") in the amount of $193,997.00 for law enforcement training purposes for the Central Mountain Training Region upon conditions recited therein or incorporated therein by reference; and

WHEREAS, the State has made additional awards of funds in the past under previous grant agreements and the Police Department anticipates the award of additional funds in the future pursuant to this agreement if the same are made available by the State; and

WHEREAS, acceptance of the Agreement for the purposes for which it has been made is in the best interest of the City and will benefit the health, welfare and safety of the citizens of the City; NOW, THEREFORE,

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

SECTION 1.

The Grant Agreement between the City of Pueblo, a Municipal Corporation, and the State of Colorado Department of Law Peace Officer Standards and Training (POST) for the purpose of providing law enforcement training for the Central Mountain Training Region, a true copy of which is attached hereto, having been approved as to form by the City Attorney, is hereby approved and accepted in accordance with its terms and conditions.

SECTION 2.

The Mayor was authorized to execute the Grant Agreement in the name of and on behalf of the City on June 16, 2022; and the City Clerk shall affix the Seal of the City to the Grant Agreement and attest his prior signature.

SECTION 3.

The Police Department is empowered to apply for and accept additional grant awards pursuant to the Grant Agreement as those funds are made available by the State.

SECTION 4.

Project Number PS2206 is hereby established in the Public Safety Grants Fund. All current and future funds accepted under this ordinance shall be budgeted and appropriated into Project Number PS2206 by the Finance Department.

SECTION 5.

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

SECTION 6.

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

Action by City Council:

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

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

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STATE OF COLORADO GRANT AGREEMENT

COVER PAGE

State Agency DEPARTMENT OF LAW, PEACE OFFICER STANDARDS AND TRAINING	**Agreement Number** CTGG1 LAAA GT232022000000000001
Grantee CITY OF PUEBLO	**Agreement Performance Beginning Date** The later of the Effective Date or July 1, 2022
	Initial Agreement Expiration Date June 30, 2023
Agreement Maximum Amount Initial Term State Fiscal Year 2023 $193,997.00 Total $193,997.00	**Fund Expenditure End Date** June 30, 2023
	Agreement Authority Authority to enter into this Agreement exists in § 24-31-303(2)(b), C.R.S., § 24-31-310, C.R.S., and § 42-3-304(24), C.R.S.

Agreement Purpose

The Grantee will facilitate training services as identified in Exhibit A (Statement of Work) and Exhibit B (Application and Budget).

Exhibits and Order of Precedence

The following Exhibits and attachments are included with this Agreement:

1. Exhibit A, Statement of Work.
2. Exhibit B, Application and Budget.
3. Exhibit C, Sample Option Letter.

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

1. Colorado Special Provisions in §18 of the main body of this Agreement.
2. The provisions of the other sections of the main body of this Agreement.
3. Exhibit A, Statement of Work.
4. Exhibit B, Application and Budget.
5. Exhibit C, Sample Option Letter.

Principal Representatives

For the State:
Erik Bourgerie, Director
Department of Law, POST
1300 Broadway, 9th Floor
Denver, CO 80203
Erik.bourgerie@coag.gov

For Grantee:
Nicholas Gradisar, Mayor
City of Pueblo
1 City Hall Place
Pueblo, CO 81003
ngradisar@pueblo.us

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SIGNATURE PAGE

THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT

Each person signing this Agreement represents and warrants that the signer is duly authorized to execute this Agreement and to bind the Party authorizing such signature.

GRANTEE CITY OF PUEBLO	**STATE OF COLORADO** Jared S. Polis, Governor Department of Law Philip J. Weiser, Attorney General
DocuSigned by: Nicholas Gradisar 99E488FB4726452... By: Nicholas A. Gradisar, Mayor Date: 6/16/2022	DocuSigned by: Eric Meyer D49485E7EA1B4A9... By: Eric Meyer, Chief Operating Officer Date: 6/17/2022

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

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

DocuSigned by:
Melissa J Moynham
25D34D21D3184DB...
By: Melissa Moynham, Department of Law
State Controller Delegate

Effective Date: 6/21/2022

DocuSign Envelope ID: 3F080BD4-8B04-4EA6-A4A4-3BAD45395902

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1. PARTIES

This Agreement is entered into by and between Grantee named on the Cover Page for this Agreement (the "Grantee"), and the STATE OF COLORADO acting by and through the State agency named on the Cover Page for this Agreement (the "State"). Grantee and the State agree to the terms and conditions in this Agreement.

2. TERM AND EFFECTIVE DATE

A. Effective Date

This Agreement shall not be valid or enforceable until the Effective Date, and the Grant Funds shall be expended by the Fund Expenditure End Date shown on the Signature and Cover Page for this Agreement. The State shall not be bound by any provision of this Agreement before the Effective Date, and shall have no obligation to pay Grantee for any Work performed or expense incurred before the Effective Date, except as described in **§5.D**, or after the Fund Expenditure End Date. If the Work, including Subcontractor Work, will be performed in multiple phases, the period of performance start and end date of each phase is detailed under the Project Schedule in Exhibit A.

B. Initial Term

The Parties' respective performances under this Agreement shall commence on the Agreement Performance Beginning Date shown on the Cover Page for this Agreement and shall terminate on the Initial Agreement Expiration Date shown on the Cover Page for this Agreement (the "Initial Term") unless sooner terminated or further extended in accordance with the terms of this Agreement.

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C. Extension Terms - State's Option

The State, at its discretion, shall have the option to extend the performance under this Agreement beyond the Initial Term for a period, or for successive periods, of one year or less at the same rates and under the same terms specified in this Agreement (each such period an "Extension Term"). In order to exercise this option, the State shall provide written notice to Grantee in a form substantially equivalent to Sample Option Letter attached to this Agreement.

D. End of Term Extension

If this Agreement approaches the end of its Initial Term, or any Extension Term then in place, the State, at its discretion, upon written notice to Grantee as provided in **§14,** may unilaterally extend such Initial Term or Extension Term for a period not to exceed two months (an "End of Term Extension"), regardless of whether additional Extension Terms are available or not. The provisions of this Agreement in effect when such notice is given shall remain in effect during the End of Term Extension. The End of Term Extension shall automatically terminate upon execution of a replacement Agreement or modification extending the total term of this Agreement.

E. Early Termination in the Public Interest

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

i. Method and Content

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

ii. Obligations and Rights

Upon receipt of a termination notice for termination in the public interest, Grantee shall be subject to the rights and obligations set forth in **§12.A.i.a.**

iii. Payments

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

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F. Grantee's Termination Under Federal Requirements

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

3. DEFINITIONS

The following terms shall be construed and interpreted as follows:

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

B. "**Breach of Agreement**" means the failure of a Party to perform any of its obligations in accordance with this Agreement, in whole or in part or in a timely or satisfactory manner. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Grantee, or the appointment of a receiver or similar officer for Grantee or any of its property, which is not vacated or fully stayed within 30 days after the institution of such proceeding, shall also constitute a breach. If Grantee is debarred or suspended under §24-109-105, C.R.S. at any time during the term of this Agreement, then such debarment or suspension shall constitute a breach.

C. "**Budget**" means the budget for the Work including Subcontractor Work described in Exhibit B.

D. "**Business Day**" means any day in which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the holidays listed in §24-11-101(1), C.R.S.

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

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

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

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

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

J. "**Goods**" means any movable material acquired, produced, or delivered by Grantee as set forth in this Agreement and shall include any movable material acquired, produced, or delivered by Grantee in connection with the Services.

K. "**Grant Funds**" means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Agreement.

L. "**Incident**" means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access, loss, disclosure, modification, disruption, or destruction of any communications or information resources of the State, which are included as part of the Work, as described in §§24-37.5-401, *et seq*. C.R.S. Incidents include, without limitation, (i) successful attempts to gain unauthorized access to a State system or State Records regardless of where such information is located; (ii) unwanted disruption or denial of service; (iii) the

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unauthorized use of a State system for the processing or storage of data; or (iv) changes to State system hardware, firmware, or software characteristics without the State's knowledge, instruction, or consent.

M. "**Initial Term**" means the time period defined in **§2.B**.

N. "**Matching Funds**" means the funds provided Grantee as a match required to receive the Grant Funds.

O. "**Party**" means the State or Grantee, and "Parties" means both the State and Grantee.

P. "**PCI**" means payment card information including any data related to credit card holders' names, credit card numbers, or other credit card information as may be protected by state or federal law.

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

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

S. "**State Confidential Information**" means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to, PII, PHI, PCI, Tax Information, CJI, and State personnel records not subject to disclosure under CORA. State Confidential Information shall not include information or data concerning individuals that is not deemed confidential but nevertheless belongs to the State, which has been communicated, furnished, or disclosed by the State to Grantee which (i) is subject to disclosure pursuant to CORA; (ii) is already known to Grantee without restrictions at the time of its disclosure to Grantee; (iii) is or subsequently becomes publicly available without breach of any obligation owed by Grantee to the State; (iv) is disclosed to Grantee, without confidentiality obligations, by a third party who has the right to disclose such information; or (v) was independently developed without reliance on any State Confidential Information.

T. "**State Fiscal Rules**" means the fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a), C.R.S.

U. "**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.

V. "**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.

W. "**Subcontractor**" means third-parties, if any, engaged by Grantee to aid in performance of the Work. "Subcontractor" also includes sub-grantees of grant funds.

X. **"Subcontractor Work"** means grant coordination services and training services performed by a Subcontractor.

Y. "**Work**" means the Goods delivered and Services performed by Grantee pursuant to this Agreement.

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Z. "**Work Product**" means the tangible and intangible results of the Work, including Subcontractor Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, information, and any other results of the Work, including Subcontractor 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, including Subcontractor Work.

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

4. STATEMENT OF WORK

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

5. PAYMENTS TO GRANTEE

A. Maximum Amount

Payments to Grantee are limited to the unpaid, obligated balance of the Grant Funds. The State shall not pay Grantee any amount under this Agreement that exceeds the Agreement Maximum for each State Fiscal Year shown on the Cover Page of this Agreement.

B. Payment Procedures

i. Invoices and Payment

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

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

c. The State shall pay each invoice within 45 days following the State's receipt of that invoice, so long as the amount invoiced correctly represents Work, including any Subcontractor Work, completed by Grantee and previously accepted by the State during the term that the invoice covers. If the State determines that the amount of any invoice is not correct, then Grantee shall make all changes necessary to correct that invoice.

d. The acceptance of an invoice shall not constitute acceptance of any Work, including any Subcontractor Work, performed or deliverables provided under this Agreement.

ii. Interest

Amounts not paid by the State within 45 days of the State's acceptance of the invoice shall bear interest on the unpaid balance beginning on the 45th day at the rate of 1% per month, as required by §24-30-202(24)(a), C.R.S., until paid in full; provided, however, that interest shall not accrue on unpaid amounts that the State disputes in writing. Grantee shall invoice the State separately for accrued interest on delinquent amounts,

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and the invoice shall reference the delinquent payment, the number of day's interest to be paid and the interest rate.

iii. Payment Disputes

If Grantee disputes any calculation, determination or amount of any payment, Grantee shall notify the State in writing of its dispute within 30 days following the earlier to occur of Grantee's receipt of the payment or notification of the determination or calculation of the payment by the State. The State will review the information presented by Grantee and may make changes to its determination based on this review. The calculation, determination or payment amount that results from the State's review shall not be subject to additional dispute under this subsection. No payment subject to a dispute under this subsection shall be due until after the State has concluded its review, and the State shall not pay any interest on any amount during the period it is subject to dispute under this subsection.

iv. Available Funds-Contingency-Termination

The State is prohibited by law from making commitments beyond the term of the current State Fiscal Year. Payment to Grantee beyond the current State Fiscal Year is contingent on the appropriation and continuing availability of Grant Funds in any subsequent year (as provided in the Colorado Special Provisions). If federal funds or funds from any other non-State funds constitute all or some of the Grant Funds, the State's obligation to pay Grantee shall be contingent upon such non-State funding continuing to be made available for payment. Payments to be made pursuant to this Agreement shall be made only from Grant Funds, and the State's liability for such payments shall be limited to the amount remaining of such Grant Funds. If State, federal or other funds are not appropriated, or otherwise become unavailable to fund this Agreement, the State may, upon written notice, terminate this Agreement, in whole or in part, without incurring further liability. The State shall, however, remain obligated to pay for Services and Goods that are delivered and accepted prior to the effective date of notice of termination, and this termination shall otherwise be treated as if this Agreement were terminated in the public interest as described in **§2.E**.

C. Reimbursement of Grantee Costs

The State shall reimburse Grantee's allowable costs, not exceeding the maximum total amount described in Exhibit B and **§5.A** for all allowable costs described in this Grant and shown in the Budget, except that Grantee may adjust the amounts between each line item of the Budget without formal modification to this Agreement as long as the Grantee provides notice to the State of the change, the change does not modify the total maximum amount of this Agreement or the maximum amount for any state fiscal year, and the change does not modify any requirements of the Work, including any Subcontractor Work.. However, any costs incurred by Grantee prior to the Effective Date shall not be reimbursed. Grantee's costs for Work, including Subcontractor Work, performed after the Fund Expenditure End Date shown on the Signature and Cover Page for this Agreement, or after any phase performance period end date for a respective phase of the Work or Subcontractor Work, shall not be reimbursable. The State shall only reimburse allowable costs described in this Agreement and shown in the Budget if those costs are:

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

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

D. Close-Out

Grantee shall close out this Award within 45 days after the Fund Expenditure End Date shown on the Signature and Cover Page for this Agreement. To complete close-out, Grantee shall submit to the State all deliverables (including documentation) as defined in this Agreement and Grantee's final reimbursement request or invoice. The State will withhold 5% of allowable costs until all final documentation has been submitted and accepted by the State as substantially complete.

6. REPORTING - NOTIFICATION

A. Quarterly Reports

In addition to any reports required pursuant to **§16** or pursuant to any other Exhibit, for any Agreement having a term longer than three months, Grantee shall submit, on a quarterly basis, a written report specifying progress made for each specified performance measure and standard in this Agreement. Such progress report shall be in accordance with the procedures developed and prescribed by the State. Progress reports shall be submitted to the State not later than five Business Days following the end of each calendar quarter or at such time as otherwise specified by the State.

B. Litigation Reporting

If Grantee is served with a pleading or other document in connection with an action before a court or other administrative decision making body, and such pleading or document relates to this Agreement or may affect Grantee's ability to perform its obligations under this Agreement, Grantee shall, within ten days after being served, notify the State of such action and deliver copies of such pleading or document to the State's Principal Representative identified on the Cover Page for this Agreement.

C. Performance and Final Status

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

D. Violations Reporting

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

7. GRANTEE RECORDS

A. Maintenance

Grantee shall make, keep, maintain, and allow inspection and monitoring by the State of a complete file of all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to the Work or the delivery of Services (including, but not limited to the operation of programs) or Goods hereunder. Grantee shall maintain such records for a period (the "Record Retention Period")

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of three years following the date of submission to the State of the final expenditure report, or if this Award is renewed quarterly or annually, from the date of the submission of each quarterly or annual report, respectively. If any litigation, claim, or audit related to this Award starts before expiration of the Record Retention Period, the Record Retention Period shall extend until all litigation, claims, or audit findings have been resolved and final action taken by the State, a cognizant agency for audit, oversight or indirect costs, and the State, may notify Grantee in writing that the Record Retention Period shall be extended. For records for real property and equipment, the Record Retention Period shall extend three years following final disposition of such property.

B. Inspection

Grantee shall permit the State, the federal government, and any other duly authorized agent of a governmental agency to audit, inspect, examine, excerpt, copy and transcribe Grantee Records during the Record Retention Period. Grantee shall make Grantee Records available during normal business hours at Grantee's office or place of business, or at other mutually agreed upon times or locations, upon no fewer than two Business Days' notice from the State, unless the State determines that a shorter period of notice, or no notice, is necessary to protect the interests of the State.

C. Monitoring

The State will monitor Grantee's performance of its obligations under this Agreement using procedures as determined by the State. The federal government and any other duly authorized agent of a governmental agency, in its discretion, may monitor Grantee's performance of its obligations under this Agreement using procedures as determined by that governmental entity. The State shall have the right, in its sole discretion, to change its monitoring procedures and requirements at any time during the term of this Agreement. The State shall monitor Grantee's performance in a manner that does not unduly interfere with Grantee's performance of the Work, including Subcontractor Work.

D. Final Audit Report

Grantee shall promptly submit to the State a copy of any final audit report of an audit performed on Grantee's records that relates to or affects this Agreement or the Work, whether the audit is conducted by Grantee or a third party.

8. CONFIDENTIAL INFORMATION-STATE RECORDS

A. Confidentiality

Grantee shall keep confidential, and cause all Subcontractors to keep confidential, all State Records, unless those State Records are publicly available. Grantee shall not, without prior written approval of the State, use, publish, copy, disclose to any third party, or permit the use by any third party of any State Records, except as otherwise stated in this Agreement, permitted by law or approved in writing by the State. Grantee shall provide for the security of all State Confidential Information in accordance with all policies promulgated by the Colorado Office of Information Security and all applicable laws, rules, policies, publications, and guidelines. Grantee shall immediately forward any request or demand for State Records to the State's Principal Representative.

B. Other Entity Access and Nondisclosure Agreements

Grantee may provide State Records to its agents, employees, assigns and Subcontractors as necessary to perform the Work, including Subcontractor Work, but shall restrict access to

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State Confidential Information to those agents, employees, assigns and Subcontractors who require access to perform their obligations under this Agreement. Grantee shall ensure all such agents, employees, assigns, and Subcontractors sign agreements containing nondisclosure provisions at least as protective as those in this Agreement, and that the nondisclosure provisions are in force at all times the agent, employee, assign or Subcontractor has access to any State Confidential Information. Grantee shall provide copies of those signed nondisclosure provisions to the State upon execution of the nondisclosure provisions.

C. Use, Security, and Retention

Grantee shall use, hold and maintain State Confidential Information in compliance with any and all applicable laws and regulations in facilities located within the United States, and shall maintain a secure environment that ensures confidentiality of all State Confidential Information wherever located. Grantee shall provide the State with access, subject to Grantee's reasonable security requirements, for purposes of inspecting and monitoring access and use of State Confidential Information and evaluating security control effectiveness. Upon the expiration or termination of this Agreement, Grantee shall return State Records provided to Grantee or destroy such State Records and certify to the State that it has done so, as directed by the State. If Grantee is prevented by law or regulation from returning or destroying State Confidential Information, Grantee warrants it will guarantee the confidentiality of, and cease to use, such State Confidential Information.

D. Incident Notice and Remediation

If Grantee becomes aware of any Incident, it shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. Unless Grantee can establish that none of Grantee or any of its agents, employees, assigns or Subcontractors are the cause or source of the Incident, Grantee shall be responsible for the cost of notifying each person who may have been impacted by the Incident. After an Incident, Grantee shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the State at no additional cost to the State. The State may adjust or direct modifications to this plan, in its sole discretion and Grantee shall make all modifications as directed by the State. If Grantee cannot produce its analysis and plan within the allotted time, the State, in its sole discretion, may perform such analysis and produce a remediation plan, and Grantee shall reimburse the State for the reasonable costs thereof.

E. Safeguarding PII

If Grantee or any of its Subcontractors will or may receive PII under this Agreement, Grantee shall provide for the security of such PII, in a manner and form acceptable to the State, including, without limitation, State non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Grantee shall be a "Third-Party Service Provider" as defined in §24-73-103(1)(i), C.R.S. and shall maintain security procedures and practices consistent with §§24-73-101 *et seq.*, C.R.S.

9. CONFLICTS OF INTEREST

A. Actual Conflicts of Interest

Grantee shall not engage in any business or activities, or maintain any relationships that conflict in any way with the full performance of the obligations of Grantee under this

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Agreement. Such a conflict of interest would arise when a Grantee or Subcontractor's employee, officer or agent were to offer or provide any tangible personal benefit to an employee of the State, or any member of his or her immediate family or his or her partner, related to the award of, entry into or management or oversight of this Agreement.

B. Apparent Conflicts of Interest

Grantee acknowledges that, with respect to this Agreement, even the appearance of a conflict of interest shall be harmful to the State's interests. Absent the State's prior written approval, Grantee shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Grantee's obligations under this Agreement.

C. Disclosure to the State

If a conflict or the appearance of a conflict arises, or if Grantee is uncertain whether a conflict or the appearance of a conflict has arisen, Grantee shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Failure to promptly submit a disclosure statement or to follow the State's direction in regard to the actual or apparent conflict constitutes a breach of this Agreement.

10. INSURANCE

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

A. Workers' Compensation

Workers' compensation insurance as required by state statute, and employers' liability insurance covering all Grantee or Subcontractor employees acting within the course and scope of their employment.

B. General Liability

Commercial general liability insurance covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows:

i. $1,000,000 each occurrence;

ii. $1,000,000 general aggregate;

iii. $1,000,000 products and completed operations aggregate; and

iv. $50,000 any one fire.

C. Professional Liability Insurance

Professional liability insurance covering any damages caused by an error, omission or any negligent act with minimum limits as follows:

i. $1,000,000 each occurrence; and

ii. $1,000,000 general aggregate.

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D. Additional Insured

The State shall be named as additional insured on all commercial general liability policies (leases and construction contracts require additional insured coverage for completed operations) required of Grantee and Subcontractors.

E. Primacy of Coverage

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

F. Cancellation

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

G. Subrogation Waiver

All commercial insurance policies secured or maintained by Grantee or its Subcontractors in relation to this Agreement shall include clauses stating that each carrier shall waive all rights of recovery under subrogation or otherwise against Grantee or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

H. Public Entities

If Grantee is a "public entity" within the meaning of the Colorado Governmental Immunity Act, §§24-10-101, *et seq.*, C.R.S. (the "GIA"), Grantee shall maintain, in lieu of the liability insurance requirements stated above, at all times during the term of this Agreement such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the GIA. If a Subcontractor is a public entity within the meaning of the GIA, Grantee shall ensure that the Subcontractor maintain at all times during the terms of this Grantee, in lieu of the liability insurance requirements stated above, such liability insurance, by commercial policy or self-insurance, as is necessary to meet the Subcontractor's obligations under the GIA.

I. Certificates

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

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11. BREACH OF AGREEMENT

In the event of a Breach of Agreement, the aggrieved Party shall give written notice of Breach of Agreement to the other Party. If the notified Party does not cure the breach, at its sole expense, within 30 days after the delivery of written notice, the Party may exercise any of the remedies as described in **§12** for that Party. Notwithstanding any provision of this Agreement to the contrary, the State, in its discretion, need not provide notice or a cure period and may immediately terminate this Agreement in whole or in part or institute any other remedy in this Agreement in order to protect the public interest of the State; or if Grantee is debarred or suspended under §24-109-105, C.R.S., the State, in its discretion, need not provide notice or cure period and may terminate this Agreement in whole or in part or institute any other remedy in this Agreement as of the date that the debarment or suspension takes effect.

12. REMEDIES

A. State's Remedies

If Grantee is in breach under any provision of this Agreement and fails to cure such breach, the State, following the notice and cure period set forth in **§11,** shall have all of the remedies listed in this section in addition to all other remedies set forth in this Agreement or at law. The State may exercise any or all of the remedies available to it, in its discretion, concurrently or consecutively.

i. Termination for Breach

In the event of Grantee's uncured breach, the State may terminate this entire Agreement or any part of this Agreement. Grantee shall continue performance of this Agreement to the extent not terminated, if any.

a. Obligations and Rights

To the extent specified in any termination notice, Grantee shall not incur further obligations or render further performance past the effective date of such notice, and shall terminate outstanding orders and subcontracts with third parties. However, Grantee shall complete and deliver to the State all Work, including Subcontractor Work, not cancelled by the termination notice, and may incur obligations as necessary to do so within this Agreement's terms. At the request of the State, Grantee shall assign to the State all of Grantee's rights, title, and interest in and to such terminated orders or subcontracts. Upon termination, Grantee shall take timely, reasonable and necessary action to protect and preserve property in the possession of Grantee but in which the State has an interest. At the State's request, Grantee shall return materials owned by the State in Grantee's possession at the time of any termination. Grantee shall deliver all completed Work Product and all Work Product that was in the process of completion to the State at the State's request.

b. Payments

Notwithstanding anything to the contrary, the State shall only pay Grantee for accepted Work, including Subcontractor Work, received as of the date of termination. If, after termination by the State, the State agrees that Grantee was not in breach or that Grantee's action or inaction was excusable, such termination shall be treated as a termination in the public interest, and the rights and

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obligations of the Parties shall be as if this Agreement had been terminated in the public interest under **§2.E**.

c. Damages and Withholding

Notwithstanding any other remedial action by the State, Grantee shall remain liable to the State for any damages sustained by the State in connection with any breach by Grantee, and the State may withhold payment to Grantee for the purpose of mitigating the State's damages until such time as the exact amount of damages due to the State from Grantee is determined. The State may withhold any amount that may be due Grantee as the State deems necessary to protect the State against loss including, without limitation, loss as a result of outstanding liens and excess costs incurred by the State in procuring from third parties replacement Work, including Subcontractor Work, as cover.

ii. Remedies Not Involving Termination

The State, in its discretion, may exercise one or more of the following additional remedies:

a. Suspend Performance

Suspend Grantee's performance with respect to all or any portion of the Work, including Subcontractor Work, pending corrective action as specified by the State without entitling Grantee to an adjustment in price or cost or an adjustment in the performance schedule. Grantee shall promptly cease performing Work, including Subcontractor Work, and incurring costs in accordance with the State's directive, and the State shall not be liable for costs incurred by Grantee after the suspension of performance.

b. Withhold Payment

Withhold payment to Grantee until Grantee corrects its Work, including Subcontractor Work.

c. Deny Payment

Deny payment for Work, including Subcontractor Work, not performed, or that due to Grantee's actions or inactions, cannot be performed or if they were performed are reasonably of no value to the state; provided, that any denial of payment shall be equal to the value of the obligations not performed.

d. Removal

Demand immediate removal of any of Grantee's employees, agents, or Subcontractors from the Work, including Subcontractor 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, including Subcontractor Work, infringes, or if the State in its sole discretion determines that any Work, including Subcontractor Work, is likely to infringe, a patent, copyright, trademark, trade secret or other intellectual property right, Grantee shall, as approved by the State **(i)** secure that right to use such Work

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or Subcontractor Work for the State and Grantee; **(ii)** replace the Work or Subcontractor Work with noninfringing Work or approved Subcontractor Work or modify the Work or approved Subcontractor Work so that it becomes noninfringing; or, **(iii)** remove any infringing Work or Subcontractor Work and refund the amount paid for such Work to the State.

B. Grantee's Remedies

If the State is in breach of any provision of this Agreement and does not cure such breach, Grantee, following the notice and cure period in **§11** and the dispute resolution process in **§13** shall have all remedies available at law and equity.

13. DISPUTE RESOLUTION

A. Initial Resolution

Except as herein specifically provided otherwise, disputes concerning the performance of this Agreement which cannot be resolved by the designated Agreement representatives shall be referred in writing to a senior departmental management staff member designated by the State and a senior manager designated by Grantee for resolution.

B. Resolution of Controversies

If the initial resolution described in **§13.A** fails to resolve the dispute within ten Business Days, Grantee shall submit any alleged breach of this Agreement by the State to the Procurement Official of the State Agency named on the Cover Page of this Agreement as described in §24-101-301(30), C.R.S. for resolution following the same resolution of controversies process as described in §§24-106-109, and 24-109-101.1 through 24-109-505, C.R.S. (the "Resolution Statutes"), except that if Grantee wishes to challenge any decision rendered by the Procurement Official, Grantee's challenge shall be an appeal to the executive director of the Department of Personnel and Administration, or their delegate, in the same manner as described in the Resolution Statutes before Grantee pursues any further action. Except as otherwise stated in this Section, all requirements of the Resolution Statutes shall apply including, without limitation, time limitations regardless of whether the Colorado Procurement Code applies to this Agreement.

14. NOTICES AND REPRESENTATIVES

Each individual identified as a Principal Representative on the Cover Page for this Agreement shall be the principal representative of the designating Party. All notices required or permitted to be given under this Agreement shall be in writing, and shall be delivered **(A)** by hand with receipt required, **(B)** by certified or registered mail to such Party's principal representative at the address set forth below or **(C)** as an email with read receipt requested to the principal representative at the email address, if any, set forth on the Cover Page for this Agreement. If a Party delivers a notice to another through email and the email is undeliverable, then, unless the Party has been provided with an alternate email contact, the Party delivering the notice shall deliver the notice by hand with receipt required or by certified or registered mail to such Party's principal representative at the address set forth on the Cover Page for this Agreement. Either Party may change its principal representative or principal representative contact information, or may designate specific other individuals to receive certain types of notices in addition to or in lieu of a principal representative, by notice submitted in accordance with this section without a formal amendment to this Agreement. Unless otherwise provided in this Agreement, notices shall be effective upon delivery of the written notice.

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15. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION

A. Work Product

i. Copyrights

To the extent that the Work Product (or any portion of the Work Product) would not be considered works made for hire under applicable law, Grantee 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 Grantee cannot make any of the assignments required by this section, Grantee 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. Assignments and Assistance

Whether or not Grantee is under contract with the State at the time, Grantee shall execute applications, assignments, and other documents, and shall render all other reasonable assistance requested by the State, to enable the State to secure patents, copyrights, licenses and other intellectual property rights related to the Work Product. The Parties intend the Work Product to be works made for hire. Grantee assigns to the State and its successors and assigns, the entire right, title, and interest in and to all causes of action, either in law or in equity, for past, present, or future infringement of intellectual property rights related to the Work Product and all works based on, derived from, or incorporating the Work Product.

B. Exclusive Property of the State

Except to the extent specifically provided elsewhere in this Agreement, any pre-existing State Records, State software, research, reports, studies, photographs, negatives or other documents, drawings, models, materials, data and information shall be the exclusive property of the State (collectively, "State Materials"). Grantee shall not use, willingly allow, cause or permit Work Product or State Materials to be used for any purpose other than the performance of Grantee's obligations in this Agreement without the prior written consent of the State. Upon termination of this Agreement for any reason, Grantee shall provide all Work Product and State Materials to the State in a form and manner as directed by the State.

C. Exclusive Property of Grantee

Grantee retains the exclusive rights, title, and ownership to any and all pre-existing materials owned or licensed to Grantee including, but not limited to, all pre-existing software, licensed products, associated source code, machine code, text images, audio and/or video, and third-party materials, delivered by Grantee under this Agreement, whether incorporated in a Deliverable or necessary to use a Deliverable (collectively, "Grantee Property"). Grantee Property shall be licensed to the State as set forth in this Agreement or a State approved license agreement: (i) entered into as exhibits to this Agreement, (ii) obtained by the State from the applicable third-party vendor, or (iii) in the case of open source software, the license terms set forth in the applicable open source license agreement.

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16. STATEWIDE CONTRACT MANAGEMENT SYSTEM

If the maximum amount payable to Grantee under this Agreement is $100,000 or greater, either on the Effective Date or at any time thereafter, this section shall apply. Grantee agrees to be governed by and comply with the provisions of §§24-106-103, 24-102-206, 24-106-106, and 24-106-107, C.R.S. regarding the monitoring of vendor performance and the reporting of Agreement performance information in the State's Agreement management system ("Contract Management System" or "CMS"). Grantee's performance shall be subject to evaluation and review in accordance with the terms and conditions of this Agreement, Colorado statutes governing CMS, and State Fiscal Rules and State Controller policies.

17. GENERAL PROVISIONS

A. Assignment

Grantee's rights and obligations under this Agreement are personal and may not be transferred or assigned without the prior, written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Grantee's rights and obligations approved by the State shall be subject to the provisions of this Agreement.

B. Subcontracts

Grantee shall not enter into any subgrant or subcontract in connection with its obligations under this Agreement without the prior, written approval of the State. Grantee shall submit to the State a copy of each such subgrant or subcontract upon request by the State. All subgrants and subcontracts entered into by Grantee in connection with this Agreement shall comply with all applicable federal and state laws and regulations, shall provide that they are governed by the laws of the State of Colorado, and shall be subject to all provisions of this Agreement.

C. Binding Effect

Except as otherwise provided in **§17.A**, all provisions of this Agreement, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.

D. Authority

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

E. Captions and References

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

F. Counterparts

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

G. Entire Understanding

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This Agreement represents the complete integration of all understandings between the Parties related to the Work, including Subcontractor Work, and all prior representations and understandings related to the Work, including Subcontractor Work, oral or written, are merged into this Agreement. Prior or contemporaneous additions, deletions, or other changes to this Agreement shall not have any force or effect whatsoever, unless embodied herein.

H. Digital Signatures

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

I. Modification

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

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

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

K. External Terms and Conditions

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

L. Severability

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

M. Survival of Certain Agreement Terms

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

N. Taxes

The State is exempt from federal excise taxes under I.R.C. Chapter 32 (26 U.S.C., Subtitle D, Ch. 32) (Federal Excise Tax Exemption Certificate of Registry No. 84-730123K) and from State and local government sales and use taxes under §§39-26-704(1), *et seq.,* C.R.S. (Colorado Sales Tax Exemption Identification Number 98-02565). The State shall not be liable for the payment of any excise, sales, or use taxes, regardless of whether any political

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subdivision of the state imposes such taxes on Grantee. Grantee shall be solely responsible for any exemptions from the collection of excise, sales or use taxes that Grantee may wish to have in place in connection with this Agreement.

O. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described in **§ 17.A,** this Agreement does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Agreement are incidental to this Agreement, and do not create any rights for such third parties.

P. Waiver

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

Q. CORA Disclosure

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

R. Standard and Manner of Performance

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

S. Licenses, Permits, and Other Authorizations

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

T. Indemnification

i. General Indemnification

Grantee shall indemnify, save, and hold harmless the State, its employees, agents and assignees (the "Indemnified Parties"), against any and all costs, expenses, claims, damages, liabilities, court awards and other amounts (including attorneys' fees and related costs) incurred by any of the Indemnified Parties in relation to any act or omission by Grantee, or its employees, agents, Subcontractors, or assignees in connection with this Agreement.

ii. Confidential Information Indemnification

Disclosure or use of State Confidential Information by Grantee in violation of **§8** may be cause for legal action by third parties against Grantee, the State, or their respective agents. Grantee shall indemnify, save, and hold harmless the Indemnified Parties, against any and all claims, damages, liabilities, losses, costs, expenses (including

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attorneys' fees and costs) incurred by the State in relation to any act or omission by Grantee, or its employees, agents, assigns, or Subcontractors in violation of **§8**.

iii. Intellectual Property Indemnification

Grantee shall indemnify, save, and hold harmless the Indemnified Parties, against any and all costs, expenses, claims, damages, liabilities, and other amounts (including attorneys' fees and costs) incurred by the Indemnified Parties in relation to any claim that any Work, including Subcontractor Work, infringes a patent, copyright, trademark, trade secret, or any other intellectual property right.

U. Accessibility

Grantee shall comply with and adhere to Section 508 of the U.S. Rehabilitation Act of 1973, as amended, and §§24-85-101, *et seq*., C.R.S. Grantee shall 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 and available at https://www.w3.org/TR/WCAG21/.

18. COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-3)

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

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

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

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

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

C. **GOVERNMENTAL IMMUNITY.**

Liability for claims for injuries to persons or property arising from the negligence of the State, its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, et seq. C.R.S. No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

D. **INDEPENDENT CONTRACTOR.**

Grantee shall perform its duties hereunder as an independent contractor and not as an employee. Neither Grantee nor any agent or employee of Grantee shall be deemed to be an agent or employee of the State. Grantee shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. Grantee and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise

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provide such coverage for Grantee or any of its agents or employees. Grantee shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Agreement. Grantee shall (i) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (ii) provide proof thereof when requested by the State, and (iii) be solely responsible for its acts and those of its employees and agents.

E. **COMPLIANCE WITH LAW.**

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

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

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

G. **PROHIBITED TERMS.**

Any term included in this Agreement that requires the State to indemnify or hold Grantee harmless; requires the State to agree to binding arbitration; limits Grantee's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be void ab initio. Nothing in this Agreement shall be construed as a waiver of any provision of §24-106-109 C.R.S.

H. **SOFTWARE PIRACY PROHIBITION.**

State or other public funds payable under this Agreement shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Grantee hereby certifies and warrants that, during the term of this Agreement and any extensions, Grantee has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Grantee is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Agreement, including, without limitation, immediate termination of this Agreement and any remedy consistent with federal copyright laws or applicable licensing restrictions.

I. **EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST. §§24-18-201 and 24-50-507, C.R.S.**

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Agreement. Grantee has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Grantee's services and Grantee shall not employ any person having such known interests.

J. **VENDOR OFFSET AND ERRONEOUS PAYMENTS. §§24-30-202(1) and 24-30-202.4, C.R.S.**

[*Not applicable to intergovernmental agreements*] Subject to §24-30-202.4(3.5), C.R.S., the State Controller may withhold payment under the State's vendor offset intercept system for

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debts owed to State agencies for: **(i)** unpaid child support debts or child support arrearages; **(ii)** unpaid balances of tax, accrued interest, or other charges specified in §§39-21-101, *et seq.*, C.R.S.; **(iii)** unpaid loans due to the Student Loan Division of the Department of Higher Education; **(iv)** amounts required to be paid to the Unemployment Compensation Fund; and **(v)** other unpaid debts owing to the State as a result of final agency determination or judicial action. The State may also recover, at the State's discretion, payments made to Grantee in error for any reason, including, but not limited to, overpayments or improper payments, and unexpended or excess funds received by Grantee by deduction from subsequent payments under this Agreement, deduction from any payment due under any other contracts, grants or agreements between the State and Grantee, or by any other appropriate method for collecting debts owed to the State.

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

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

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

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

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EXHIBIT A - STATEMENT OF WORK

All terms not defined in this Exhibit A shall be the meaning given in the main body of the Grant Agreement.

1. PROJECT DESCRIPTION

1.1 Work. Grantee has submitted a Grant Application (Exhibit B) to POST detailing the Work to be performed by Grantee throughout the term of this Grant. Grantee agrees to complete the Work identified in Exhibit B by the Grant termination date specified in §2(A) of the Grant Agreement.

2. PERSONNEL

2.1 Replacement. Grantee shall immediately notify POST if the Responsible Administrator specified in §2.2 ceases to serve. Provided there is a good-faith reason for the change, if Grantee wishes to replace its key personnel, it shall notify POST and seek its approval, which shall be at POST's sole discretion as the State issued this Grant in part reliance on Grantee's representation regarding key personnel. Such notice shall specify why the change is necessary, who the proposed replacement is, what their qualifications are, and when the change will take effect. Anytime key personnel cease to serve, the State, in its sole discretion may direct Grantee to suspend work on the Project until such time as their replacement is approved.

2.2 Responsible Administrator. Grantee's performance hereunder shall be under the direct supervision of **Kayleigh McKenzie** an employee or agent of the Grantee, who is hereby designated as the responsible administrator of this Project.

3. BUDGET

3.1 Budget. The maximum amount payable under this Grant to Grantee by the State is **$193,997.00.**

3.2 Budget Flexibility. Grantee may adjust individual budget line item expenditure amounts within an individual training course without approval of POST, provided that, there is no increase to the administrative line items, and the cummulative budgetary line item changes do not exceed ten percent (10%) of the total budgeted amount of the line item. All other budgetary modifications shall require POST approval in accordance with the Modification subsection of the General Provisions of this Grant. The request must be approved by POST before deviating from the current approved budget and scope of work. Requests that are not pre-approved may not be reimburseable.

4. PAYMENT

4.1 Payment. **Grantee shall submit a request for reimbursement at a minimum on a calendar quarter basis. All invoices must be submitted within 60 days of the training or purchase date and no later than June 30th to be eligible for payment.** All requests shall be for eligible expenses, as described in detail in Exhibit B. Requests shall be made using the Grant Management System and be accompanied by supporting documentation equal to 100% of the reimbursement request, a POST-approved Student Attendance Roster or Certificate of Completion, and a completed reimbursement form.

4.2 Final Payment. The final grant payment request must be requested no later than June 30th and shall include only actual expenses incurred prior to June 30th. Payment for training can only be approved for actual services received or performed and completed by June 30th.

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Equipment purchases must be made and the receipt of the equipment must be completed by June 30th to be eligible for payment.

4.3 Electronic Fund Transfer. Payments will be remitted by electronic fund transfer.

5. ADMINISTRATIVE REQUIREMENTS

5.1 Accounting. Grantee must maintain properly segregated accounts of POST grant funds and other funds associated with the Work and make those records available to the State upon request. Grantee must have a system that classifies all revenues and expenditures by funding source. The accounting system must have an adequate method of internal controls to safeguard the funds. Expenditures must be tracked and reconciled with the general ledger.

5.2 Procurement. The grantee agrees to have procurement procedures and will document its procurement procedures and maintain the documentation in the grant records when applicable.

5.3 Grant Guidelines. The grantee agrees to develop, implement, and maintain written grant procedures or guidelines that, at a minimum identify how to access training and scholarship funds through the Region, what the Region's allowable costs are, and any applicable rules to be followed by a Region member organization.

5.4 Region Board and By-laws. The grantee agrees to develop, implement, and maintain a Region Board representative of the Region that, at a minimum recommends how annual POST funds will be applied for and distributed throughout the Region. The Region Board shall develop, implement, and maintain written by-laws describing the role and responsibilities of the board.

5.5 Allowable Program Costs. Expenditures shall be in accordance with the approved budget detailed in Exhibit B and Sections 5-9 of the POST Law Enforcement Training Grant Program Guidelines.

5.6 Class Announcement/Enrollment Management/Class Cancellation or Postponement. Grantee agrees to notify POST at least 60 days in advance of the class date. Enrollment will only be available to officers in that training region until 30 days before the class start date. At that time, officers from other training regions may register for the class. Enrollment will close 15 days prior to start date of the class. Enrollment past the close date can occur at the discretion of each training region. The Grantee agrees to limit enrollment for training, including the host agency, to four (4) seats, or 20% of the class size (whichever is greater) for each agency within the Region, until 15 days prior to the start of training. The exception to this is when a course is held at a venue that can accommodate a large number of attendees (such as virtual training) or there are plenty of open seats. POST recommends regions/agencies consider cancelling or postponing classes if they have less than 50% enrollment fifteen (15) days prior to start of the class. Decisions to postpone or cancel a class are at the sole discretion of the region board or agency.

5.7 Audits. Grantee is required to submit to DOL any audit performed for any fiscal year covering a portion of the term of this Grant or any other grants/contracts with DOL. Such audits include but are not limited to a financial-statement audit or single audit in accordance with the Office of Management and Budget's (OMB) A-133 is required when non-federal entities expend $500,000 or more in federal awards in the entity's fiscal year. Grantee shall insure that audits required are performed and submitted to POST within 6 months of Grantee's fiscal year-end. The final audit report shall be sent to:

Department of Law
Criminal Justice Section, POST
Attention: Kimberly Hernandez, Grant Manager
1300 Broadway, 9th Floor
Denver, CO 80203

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5.8 Reporting. Grantee shall submit the following reports, and any other reports requested by POST using the State-provided reporting forms by their due date. A report must be submitted for every calendar quarter, including partial calendar quarters, as well as for periods where no grant activity occurs. Future awards and fund draw-downs may be withheld if these reports are delinquent.

Report Period	Report Type	Due Date
July 1st-September 30th	Progress and Financial	October 7th
October 1st- December 31st	Progress and Financial	January 6th
January 1st –March 31st	Progress and Financial	April 7th
July 1st – June 30th	Equipment Inventory	June 30th
April 1st-June 30th	Final Progress and Final Financial	July 7th

5.9 Reporting of Unexpended Funds. Grantee shall inform POST in writing, no later than **March 31, 2023** of the status of any potential unexpended balance (cost savings). Grantees failure to notify POST of any unexpended balance may result in the reduction or termination of future awards.

5.10 Monitoring. The State shall monitor this Grant through review of submitted reports and other documents as necessary or may also conduct on-site monitoring of the Grantee to determine whether performance goals, administrative standards, financial management and other requirements of the Grant have been met.

5.11 Mandatory Attendance. Grantee attendance at webinars and trainings conducted by POST to enhance the administration of the Grant program is required. Grantee will be notified of all such trainings at least 30 days in advance and shall be reimbursed by POST for per diem and lodging.

5.12 POST Acknowledgement. Grantees are encouraged to make the results and accomplishments of their project activities available to the public. All materials published or resulting from award activities, including videos must contain an acknowledgement of POST support.

5.13 Publications. The grant recipient agrees that any publications, whether written, visual or audio, but excluding press releases, newsletters and issue analysis, issued by the grantee describing training funded in whole or part shall contain the following statement: "This training was supported by a grant from the State of Colorado Office of Peace Officer Standards and Training".

5.14 Curriculum and Instructor Review. Training courses (except for out of state training) and instructors funded by the POST Region Grant Program must be reviewed by POST and assigned a course number prior to the course start date. POST is not liable to reimburse the Grantee for classes that have not been reviewed or assigned a course code number prior to the training. Instructor programs require POST-Board Subject Matter Expert (SME) Committee approval.

5.15 Eligible Training Recipients. POST training region funds are for peace officers who are current employees of law enforcement agencies within the State of Colorado. Civilian employees, civilian employees of law enforcement agencies, federal employees or military personnel may enroll in these courses **only** if there are extra spaces available and no peace officers are displaced or wait listed. Civilian, federal and military personnel **may not** be provided POST funds for scholarships, nor may funds be used to provide refreshments or class supplies. If personnel attending classes are not peace officers the

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Training Region is responsible to identify those names on the attendance roster prior to submitting the roster to POST. Grantees may not include civilian, military or military personnel in their reporting numbers to POST or include them in the number of students attending in the grant management data base.

5.16 Ineligible Training Recipients: Law enforcement agencies who are suspended from receiving or attending any POST funded training may not benefit from POST-funded classes. The suspension remains in affect until December 31, 2022. The Training Region is responsible to ensure officers from these agencies are not the recipients of POST-funded training. POST is not liable to reimburse the Grantee for personnel attending classes from law enforcement agencies who are suspended from receiving or attending POST-funded training. The following law enforcement agencies are suspended from receiving or attending any POST funded training until December 31, 2022:

Central Mountain Training Region	Greater Metro Training Region	Southeast Training Region
Custer County Sheriff's Office	Lakeside Police Department	Aguilar Marshal's Office
		Huerfano County Sheriff's Office

5.17 Equipment Report. If your grant purchased equipment a POST-Inventory Equipment Report must be submitted by June 30th each year. Equipment records must be retained for seven (7) years from the date the report is submitted to POST. If any litigation, claim or audit is started before the expiration of the seven-year period, the records shall be retained until the litigation, claims, or audit findings involving records have been resolved.

5.18 Retention of Records. All grant records must be retained for three (3) years after the end of the state fiscal year that includes the end date of the grant. For example, if the grant ended 6/30/2018, the state fiscal year would be July 1, 2017 to June 30, 2018. The files could be destroyed after June 30, 2021. If an audit is in progress and/or the findings of a completed audit have not been resolved satisfactorily, then records must be retained beyond the three-year period until such issues are resolved.

5.19 Grant Records. Grant records include all financial records, supporting documentation, statistical records, and all other records pertinent to the grant. These include books of original entry, source documents supporting accounting transactions, the general ledger, subsidiary ledgers, personnel and payroll records, consultant/volunteer time and activity reports, canceled checks, related documents and records.

5.20 Conflict of Interest. In addition to any other applicable laws, the provisions of this section shall apply to all POST grant agreements:

The following individuals shall not solicit or accept, directly or indirectly, any personal benefit or promise of a benefit from the grant recipient or a person negotiating, doing business with, or planning, within the individual's knowledge, to negotiate or do business with the contracting agency:

A member, or any other person or entity under contract with any governmental body that exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the project, including but not limited to any employee of the contracting agency or any person serving as the monitor of a

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personal services contract or a member of the immediate family of any individual described above.

No individual described in paragraph (2) of this subsection shall use his or her position, influence, or information concerning such negotiations, business, or plans to benefit him or herself or another.

A grant recipient shall agree that at the time of contracting the grant recipient has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of the grant recipient's services. The grant recipient shall further covenant that, in the performance of the contract, the grant recipient shall not employ persons having any such known interests.

5.21 Insurance. Grantee shall obtain and maintain insurance as specified in the grant agreement at all times during the term of the award.

5.22 Revision to Guidelines. In response to new state regulations, or to changing circumstances among law enforcement training community or to resources available to peace officers, it may, from time to time, be necessary to change the POST Grant Program Guidelines. Changes impacting grant recipients will be communicated to Regional grantees in order to seek input prior to implementation.

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Colorado Peace Officer Standards and Training

Exhibit B

Overall Summary

	Requested	Approved
Training	$137,797.00	$137,797.00
Equipment	$6,875.00	$6,875.00
Scholarships	$24,021.00	$24,021.00
Grant Management	$8,435.00	$8,435.00
Program Delivery	$16,869.00	$16,869.00
Grand Total	$193,997.00	$193,997.00

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Colorado Peace Officer Standards and Training

Exhibit B

Equipment

Title	Description	Equipment Category	Equipment Expense	Serial/VIN #/Unique Identifier	Grantee Comments	Approved Amount
Fuel and Maintenance	CMTR Truck	Miscellaneous	$1,500.00			$1,500.00
Shooting Range Material	Turning target system maintenance, target backers, lath, misc range material	Firearms	$1,500.00			$1,500.00
Ammunition	Ammunition and UTM ammo for regional training classes.	Firearms	$3,875.00			$3,875.00
			$6,875.00			**$6,875.00**

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Colorado Peace Officer Standards and Training

Exhibit B

Scholarships

Title	Description	Expense Backfill Cost	Expense Tuition/Registration Fee	Expense Student Per Diem	Expense Lodging	Expense Training Supplies	Total	Grantee Comments	Approved Amount
Scholarships	Regional scholarships	$0.00	$24,021.00	$0.00	$0.00	$0.00	$24,021.00		$24,021.00
		$0.00	**$24,021.00**	**$0.00**	**$0.00**	**$0.00**	**$24,021.00**		**$24,021.00**

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Colorado Peace Officer Standards and Training

Exhibit B

Class Details

Course ID (if known at time of application)

ID0001

Class Title

Class #1-Instructor Methodology, Train the Trainer- Neal Tyler

Class Description

The Training of trainer's class being taught is a P.O.S.T. approved training course which is a requirement for teaching basic academy classes and for skills areas within the training environment. While this is not a current requirement for in-service training in Colo. at this time it is highly recommended for in-service trainers as well. This class involves an in-depth look at the development of professional lesson plans, writing performance objectives and how to meet and measure those objectives and much more. We will cover many of the following topics of instruction and more: Adult learning styles, and its relevance to the trainer in designing classes Preparation of Performance objectives Training methods for the law enforcement trainer One on one training strategies for the trainer Emotional Intelligence Preparing course lesson plans Liabilities involved in law enforcement training Development of testing and evaluation instruments for training classes.

Training Category

Instructor Development

Start Date (est.)

08/15/2022

End Date (est.)

08/19/2022

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Colorado Peace Officer Standards and Training

Exhibit B

Name of Facility

Fremont Sheriffs Office

Hosting Agency

Central Mountain Training Region

Class Location City

Canon City

Provider Name

Nova Defense

Instructor Name

Neal Tyler

Anticipated # of Students

20

Estimated Length of Class (# of hrs)

40

Financial Details

Expense Facility Fee

Expense Training Supplies

$350.00

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Colorado Peace Officer Standards and Training

Exhibit B

Expense Refreshments

$500.00

Expense Instructor Costs

$6,050.00

Expense Backfill Cost

Expense Per Diem

Expense Lodging

Additional Comments

Total Expense

$6,900.00

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Class Details

Course ID (if known at time of application)

Class Title

Class #2-Handgun Instructor (Kleiber)

Class Description

This 5-day Handgun Instructor Program is a 40-hour POST approved course. Upon successful completion of the course a student will become a POST approved handgun instructor. Student Completion Requirements: 1. The student must successfully pass the Handgun Qualification Course with a score of 100% on the first day of the Handgun Instructor Program. 2. There will be a maximum of two attempts to qualify. 3. Failure to qualify will result in dismissal from the Handgun Instructor Program. 4. The student must attend all 40 hours of the Handgun Instructor Program. 5. The student must abide by the four rules of firearms safety at all times (failure to do so will result in dismissal). 6. Only approved duty weapons of the student's agency will be authorized in the Handgun Instructor Program. CMTR is providing ammunition in 9mm, .40 S&W, and .45 ACP.

Training Category

Firearms

Start Date (est.)

10/10/2022

End Date (est.)

10/14/2022

Name of Facility

DocuSign Envelope ID: 3F080BD4-8B04-4EA6-A4A4-3BAD45395902

Colorado Peace Officer Standards and Training

Exhibit B

Pueblo Police Department

Hosting Agency

Central Mountain Training Region

Class Location City

Pueblo

Provider Name

Kleiber Investigations and Training

Instructor Name

Dave Kleiber

Anticipated # of Students

20

Estimated Length of Class (# of hrs)

40

Financial Details

Expense Facility Fee

Expense Training Supplies

$4,000.00

Expense Refreshments

DocuSign Envelope ID: 3F080BD4-8B04-4EA6-A4A4-3BAD45395902

$500.00

Expense Instructor Costs

$10,000.00

Expense Backfill Cost

Expense Per Diem

Expense Lodging

Additional Comments

Total Expense

$14,500.00

DocuSign Envelope ID: 3F080BD4-8B04-4EA6-A4A4-3BAD45395902

Colorado Peace Officer Standards and Training

Exhibit B

Class Details

Course ID (if known at time of application)

Class Title

Class #3-Handgun Red Dot Instructor (Kleiber)

Class Description

The student will obtain the skill and knowledge to instruct other law enforcement officers in the use of reflex sights as a primary sighting instrument for their duty handgun. Students will obtain the knowledge to develop and implement a reflex sight transition program and an in- service training program for their agency. Course Learning Objectives: •Understanding the Reflex Sight •EquipmentAvailable -Guns -Sights -Holsters •Presentation / Draw •RecoilManagement •Low Light / Flashlight Issues •Maintenance •Zeroing •Program Development -Transition Training -In-Service Training -Maintenance

Training Category

Firearms

Start Date (est.)

10/24/2022

End Date (est.)

10/26/2022

Name of Facility

Pueblo Police Department

Hosting Agency

DocuSign Envelope ID: 3F080BD4-8B04-4EA6-A4A4-3BAD45395902

Colorado Peace Officer Standards and Training

Exhibit B

Central Mountain Training Region

Class Location City

Pueblo

Provider Name

Kleiber Investigations and Training

Instructor Name

Dave Kleiber

Anticipated # of Students

20

Estimated Length of Class (# of hrs)

24

Financial Details

Expense Facility Fee

Expense Training Supplies

$6,000.00

Expense Refreshments

$300.00

Expense Instructor Costs

DocuSign Envelope ID: 3F080BD4-8B04-4EA6-A4A4-3BAD45395902

$7,500.00

Expense Backfill Cost

Expense Per Diem

Expense Lodging

Additional Comments

Total Expense

$13,800.00

DocuSign Envelope ID: 3F080BD4-8B04-4EA6-A4A4-3BAD45395902

Colorado Peace Officer Standards and Training

Exhibit B

Class Details

Course ID (if known at time of application)

TC0064

Class Title

Class #4-SWAT School (PPD)

Class Description

This basic S.W.A.T. course is for individuals or teams who are full-time, sworn law enforcement officers. This course involves heavy physical activity and participants should be prepared to meet both a minimum physical requirement, as well as a mental challenge. This course will focus on tactical skills that will prepare the officer to function as a team member. Also covered will be team organization, operations and movement involving dynamic and deliberate clearing procedures, less lethal considerations (with certification), vehicular takedowns, manual breaching, weapons handling/use, and simunition training.

Training Category

Tactical & Specilized Teams

Start Date (est.)

05/01/2022

End Date (est.)

05/05/2022

Name of Facility

Pueblo Police Department

DocuSign Envelope ID: 3F080BD4-8B04-4EA6-A4A4-3BAD45395902

Colorado Peace Officer Standards and Training

Exhibit B

Hosting Agency

Pueblo Police Department

Class Location City

Pueblo

Provider Name

Central Mountain Training Region

Instructor Name

Dennis Furbush

Anticipated # of Students

20

Estimated Length of Class (# of hrs)

40

Financial Details

Expense Facility Fee

Expense Training Supplies

$5,500.00

Expense Refreshments

$500.00

DocuSign Envelope ID: 3F080BD4-8B04-4EA6-A4A4-3BAD45395902

Colorado Peace Officer Standards and Training

Exhibit B

Expense Instructor Costs

Expense Backfill Cost

Expense Per Diem

Expense Lodging

Additional Comments

Total Expense

$6,000.00

DocuSign Envelope ID: 3F080BD4-8B04-4EA6-A4A4-3BAD45395902

Class Details

Course ID (if known at time of application)

Class Title

Class #5-Principles of Policing (Callbox)

Class Description

This course, which is best described as “a re-commitment to policing,” is a guided exploration of the 9 axioms issued by Sir Robert Peel that established the basic rules of modern policing. During the 16-hour course, we cover basic topics such as Ethics and De-Escalation. But, by using multiple methods of learning and challenging discussions that engage critical thinking, we also delve into the areas of public perceptions and managing community Withdrawals and Deposits.

Training Category

Ethics

Start Date (est.)

09/08/2022

End Date (est.)

09/09/2022

Name of Facility

Pikes Peak Community College

Hosting Agency

DocuSign Envelope ID: 3F080BD4-8B04-4EA6-A4A4-3BAD45395902

Colorado Peace Officer Standards and Training

Exhibit B

Central Mountain Training Region

Class Location City

Colorado Springs

Provider Name

Callbox Training

Instructor Name

Tyrone Cambell

Anticipated # of Students

30

Estimated Length of Class (# of hrs)

16

Financial Details

Expense Facility Fee

Expense Training Supplies

Expense Refreshments

$300.00

Expense Instructor Costs

$8,000.00

DocuSign Envelope ID: 3F080BD4-8B04-4EA6-A4A4-3BAD45395902

Colorado Peace Officer Standards and Training

Exhibit B

Expense Backfill Cost

Expense Per Diem

Expense Lodging

Additional Comments

Total Expense

$8,300.00

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Colorado Peace Officer Standards and Training

Exhibit B

Class Details

Course ID (if known at time of application)

Class Title

Class#6-Detecting Danger (Callbox)

Class Description

Detecting Danger.

Training Category

Officer Safety

Start Date (est.)

12/09/2022

End Date (est.)

12/09/2022

Name of Facility

Salida Police Department

Hosting Agency

Central Mountain Training Region

Class Location City

DocuSign Envelope ID: 3F080BD4-8B04-4EA6-A4A4-3BAD45395902

Colorado Peace Officer Standards and Training

Exhibit B

Salida

Provider Name

Callbox Training

Instructor Name

Tyrone Campbell

Anticipated # of Students

30

Estimated Length of Class (# of hrs)

8

Financial Details

Expense Facility Fee

Expense Training Supplies

Expense Refreshments

$150.00

Expense Instructor Costs

$5,000.00

Expense Backfill Cost

DocuSign Envelope ID: 3F080BD4-8B04-4EA6-A4A4-3BAD45395902

Colorado Peace Officer Standards and Training

Exhibit B

Expense Per Diem

Expense Lodging

Additional Comments

Total Expense

$5,150.00

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Colorado Peace Officer Standards and Training

Exhibit B

Class Details

Course ID (if known at time of application)

Class Title

Class #7-Emotional Intelligence (Callbox)

Class Description

To some, Emotional Intelligence seems to be the new training buzz-word, but E.I. has been around since the 30's, when it was described as Social Intelligence. In today's policing environment, training, evaluating and considering how an officer perceives, understands or manages emotion, could be the difference between success and a place in the national spotlight. Our Emotional Intelligence training has been vetted through hundreds of employees and has allowed for numerous individuals to gain self-awareness, before they became the next sensational news story.

Training Category

Management & Emotional Survival

Start Date (est.)

01/27/2023

End Date (est.)

01/27/2023

Name of Facility

Canon City Police Dept

Hosting Agency

DocuSign Envelope ID: 3F080BD4-8B04-4EA6-A4A4-3BAD45395902

Central Mountain Training region

Class Location City

Canon City

Provider Name

CallBox Training

Instructor Name

Tyrone Campbell

Anticipated # of Students

30

Estimated Length of Class (# of hrs)

8

Financial Details

Expense Facility Fee

Expense Training Supplies

Expense Refreshments

$150.00

Expense Instructor Costs

$5,000.00

DocuSign Envelope ID: 3F080BD4-8B04-4EA6-A4A4-3BAD45395902

Colorado Peace Officer Standards and Training

Exhibit B

Expense Backfill Cost

Expense Per Diem

Expense Lodging

Additional Comments

Total Expense

$5,150.00

DocuSign Envelope ID: 3F080BD4-8B04-4EA6-A4A4-3BAD45395902

Class Details

Course ID (if known at time of application)

Class Title

Class #8-Drug Interdiction (Desert Snow)

Class Description

This 3-day course is designed to provide officers with all the skills needed to interdict criminal activity during traffic stops and find illegal contraband concealed within hidden compartments. The 2022 hands-on workshop has been updated and includes new trap vehicles, new traffic stop videos, new displays, new concealment videos, and many more great updates. This workshop course averages an A+ rating from our students and 100% of our attendees say they would recommend the course to others! We are also proud of the continual feedback we receive from our attendees about seizures they make within days of attending this workshop class! The student/instructor ratio for the workshop is 8/1 to ensure an optimal learning environment.

Training Category

Drugs & Other Illicit Substances

Start Date (est.)

04/25/2023

End Date (est.)

04/27/2023

Name of Facility

Pikes Peak Community College

DocuSign Envelope ID: 3F080BD4-8B04-4EA6-A4A4-3BAD45395902

Colorado Peace Officer Standards and Training

Exhibit B

Hosting Agency

Central Mountain Training region

Class Location City

Colorado Springs

Provider Name

Desert Snow

Instructor Name

Desert Snow Staff

Anticipated # of Students

40

Estimated Length of Class (# of hrs)

24

Financial Details

Expense Facility Fee

Expense Training Supplies

Expense Refreshments

$600.00

Expense Instructor Costs

DocuSign Envelope ID: 3F080BD4-8B04-4EA6-A4A4-3BAD45395902

$29,250.00

Expense Backfill Cost

Expense Per Diem

Expense Lodging

Additional Comments

Total Expense

$29,850.00

DocuSign Envelope ID: 3F080BD4-8B04-4EA6-A4A4-3BAD45395902

Class Details

Course ID (if known at time of application)

Class Title

Class #9-Leadership Command #2 CLI (FBI Leeda)

Class Description

FBI Leadership class #2 CLI

Training Category

Leadership

Start Date (est.)

01/16/2023

End Date (est.)

01/20/2023

Name of Facility

Pueblo Police Department

Hosting Agency

Central Mountain Training

Class Location City

DocuSign Envelope ID: 3F080BD4-8B04-4EA6-A4A4-3BAD45395902

Pueblo

Provider Name

FBI

Instructor Name

FBI Staff

Anticipated # of Students

25

Estimated Length of Class (# of hrs)

40

Financial Details

Expense Facility Fee

Expense Training Supplies

Expense Refreshments

$625.00

Expense Instructor Costs

$18,750.00

Expense Backfill Cost

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Colorado Peace Officer Standards and Training

Exhibit B

Expense Per Diem

Expense Lodging

Additional Comments

Total Expense

$19,375.00

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Colorado Peace Officer Standards and Training

Exhibit B

Class Details

Course ID (if known at time of application)

FA0028

Class Title

Class #10-Basic Carbine (Sven Bonnelycke)

Class Description

This basic Patrol Rifle Operator Course is a three-day course designed for patrol officers or others who will or may have access to a patrol rifle for use during their tour of duty. The class will cover officer liability, safety, loading, unloading, and cruiser ready, nomenclature and cleaning of the rifle, mechanical zero and precision zero, shooting fundamentals, rifle deployment, shooting positions, use of cover and concealment, transition drills, flashlight use, and shooting skills.

Training Category

Firearms

Start Date (est.)

03/22/2023

End Date (est.)

03/24/2023

Name of Facility

Pueblo Police Department

Hosting Agency

DocuSign Envelope ID: 3F080BD4-8B04-4EA6-A4A4-3BAD45395902

Colorado Peace Officer Standards and Training

Exhibit B

Central Mountain Training Region

Class Location City

Pueblo

Provider Name

Sven Bonnelycke

Instructor Name

Sven Bonnelycke

Anticipated # of Students

16

Estimated Length of Class (# of hrs)

24

Financial Details

Expense Facility Fee

Expense Training Supplies

$3,340.00

Expense Refreshments

$240.00

Expense Instructor Costs

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Colorado Peace Officer Standards and Training



Exhibit B

$1,200.00

Expense Backfill Cost

Expense Per Diem

Expense Lodging

Additional Comments

Total Expense

$4,780.00

DocuSign Envelope ID: 3F080BD4-8B04-4EA6-A4A4-3BAD45395902

Colorado Peace Officer Standards and Training

Exhibit B

Class Details

Course ID (if known at time of application)

Class Title

Class #11-Carbine Instructor (Sven Bonnelycke)

Class Description

Patrol Carbine Instructor course. The student will obtain the skills necessary to instruct a Patrol Carbine course for their agency.

Training Category

Firearms

Start Date (est.)

04/03/2023

End Date (est.)

04/07/2023

Name of Facility

Pueblo Police Department

Hosting Agency

Central Mountain Training Region

Class Location City

DocuSign Envelope ID: 3F080BD4-8B04-4EA6-A4A4-3BAD45395902

Pueblo

Provider Name

Sven Bonnelycke

Instructor Name

Sven Bonnelycke

Anticipated # of Students

16

Estimated Length of Class (# of hrs)

40

Financial Details

Expense Facility Fee

Expense Training Supplies

$4,342.00

Expense Refreshments

$400.00

Expense Instructor Costs

$2,000.00

Expense Backfill Cost

DocuSign Envelope ID: 3F080BD4-8B04-4EA6-A4A4-3BAD45395902

Colorado Peace Officer Standards and Training

Exhibit B

Expense Per Diem

Expense Lodging

Additional Comments

Total Expense

$6,742.00

DocuSign Envelope ID: 3F080BD4-8B04-4EA6-A4A4-3BAD45395902

Colorado Peace Officer Standards and Training

Exhibit B

Class Details

Course ID (if known at time of application)

os0007

Class Title

Class #12-Crisis Intervention (CIT) (Eric Frederick)

Class Description

CIT is a 40 hour weeklong course that provides a foundation to promote participants understanding of mental health disorders as well as typical behavioral issues that accompany these disorders. The course prepares participants to recognize and deescalate individuals they encounter who may be experiencing a mental health crisis. Our CIT course uses mental health professionals and law enforcement for instruction and coaching as well as paid professional actors to provide reality-based training.

Training Category

Officer Safety

Start Date (est.)

03/06/2023

End Date (est.)

03/10/2023

Name of Facility

Health Solutions campus Pueblo

Hosting Agency

DocuSign Envelope ID: 3F080BD4-8B04-4EA6-A4A4-3BAD45395902

Colorado Peace Officer Standards and Training

Exhibit B

Central Mountain Training Region

Class Location City

Pueblo

Provider Name

Accurate Training LLC

Instructor Name

Eric Frederick

Anticipated # of Students

30

Estimated Length of Class (# of hrs)

40

Financial Details

Expense Facility Fee

Expense Training Supplies

Expense Refreshments

$750.00

Expense Instructor Costs

$16,500.00

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Colorado Peace Officer Standards and Training

Exhibit B

Expense Backfill Cost

Expense Per Diem

Expense Lodging

Additional Comments

Total Expense

$17,250.00

DocuSign Envelope ID: 3F080BD4-8B04-4EA6-A4A4-3BAD45395902

EXHIBIT C, SAMPLE OPTION LETTER

State Agency DEPARTMENT OF LAW, PEACE OFFICER STANDARDS AND TRAINING	**Option Letter Number**
Grantee CITY OF PUEBLO	**Original Agreement Number**
Current Agreement Maximum Amount Initial Term State Fiscal Year 2023 $0.00 Total $0.00	**Option Agreement Number**
	Agreement Performance Beginning Date Month Day, Year
	Current Agreement Expiration Date Month Day, Year

1. **OPTIONS:**
   A. Option to extend for an Extension Term
   B. Option to change the quantity of Goods under the Agreement
   C. Option to change the quantity of Services under the Agreement
   D. Option to modify Agreement rates
   E. Option to initiate next phase of the Agreement
2. **REQUIRED PROVISIONS:**
   A. **For use with Option 1(A):** In accordance with Section(s) Number of the Original Agreement referenced above, the State hereby exercises its option for an additional term, beginning Insert start date and ending on the current Agreement expiration date shown above, at the rates stated in the Original Agreement, as amended.
   B. **For use with Options 1(B and C):** In accordance with Section(s) Number of the Original Agreement referenced above, the State hereby exercises its option to Increase/Decrease the quantity of the Goods/Services or both at the rates stated in the Original Agreement, as amended.
   C. **For use with Option 1(D):** In accordance with Section(s) Number of the Original Agreement referenced above, the State hereby exercises its option to modify the Agreement rates specified in Exhibit/Section Number/Letter. The Agreement rates attached to this Option Letter replace the rates in the Original Agreement as of the Option Effective Date of this Option Letter.
   D. **For use with Option 1(E):** In accordance with Section(s) Number of the Original Agreement referenced above, the State hereby exercises its option to initiate Phase indicate which Phase: 2, 3, 4, etc, which shall begin on Insert start date and end on Insert ending date at the cost/price specified in Section Number.
   E. **For use with all Options that modify the Agreement Maximum Amount:** The Agreement Maximum Amount table on the Agreement's Signature and Cover Page is hereby deleted and replaced with the Current Agreement Maximum Amount table shown above.
3. **OPTION EFFECTIVE DATE:**
   A. The effective date of this Option Letter is upon approval of the State Controller or , whichever is later.

STATE OF COLORADO Jared S. Polis, Governor Department of Law Philip J. Weiser, Attorney General _____ By: Eric Meyer, Chief Operating Officer Date: _____	In accordance with §24-30-202, C.R.S., this Option is not valid until signed and dated below by the State Controller or an authorized delegate. **STATE CONTROLLER** **Robert Jaros, CPA, MBA, JD** By:_____ By: Melissa Moynham, Department of Law State Controller Delegate Option Effective Date: _____

Background Paper for Proposed ORDINANCE

COUNCIL MEETING DATE: July 11, 2022

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Chief Chris Noeller – Police Department

SUBJECT: AN ORDINANCE APPROVING AND ACCEPTING A GRANT FUNDING AGREEMENT AND ALL APPLICABLE CONDITIONS PERTAINING THERETO FROM THE COLORADO AUTO THEFT PREVENTION AUTHORITY ("CATPA") RELATING TO THE BEAT AUTO THEFT THROUGH LAW ENFORCEMENT ("BATTLE") TEAM, ESTABLISHING PROJECT NO. PS2207, BUDGETING AND APPROPRIATING FUNDS TO PROJECT NUMBER PS2207, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

SUMMARY:

City Council approved a 3-year MOU with the statewide Beat Auto Theft Through Law Enforcement Team (BATTLE) on June 28, 2021. The term on that agreement expires on June 30, 2024. Effective July 1, 2022, the Pueblo Police Department is awarded $76,271.00 in funds for equipment and overtime costs associated with Auto Theft investigation and enforcement. Attached is a Grant funding agreement and award letter. This Ordinance establishes Project No. PS2207 and budgets and appropriates necessary funds to project number PS2207.

PREVIOUS COUNCIL ACTION:

City Council has approved ordinances accepting Auto Theft Prevention Grants each year beginning in July 2009. On July 1, 2021 the Pueblo Police Department was awarded $57,722.00 in funds for overtime costs associated with Auto Theft investigation and enforcement. Acceptance of those funds was approved by Ordinance No. 9953.

BACKGROUND:

Each year since July 2009, the City of Pueblo and Pueblo Police Department have accepted Colorado auto theft grant funds. The total funds are disbursed by CATPA and are shared among several different law enforcement agencies in Colorado. A

Memorandum of Understanding formalizes the relationship between the various participating agencies.

The BATTLE multi-jurisdictional task force focuses on the prevention and reduction of motor vehicle thefts as well as the identification, investigation, location of stolen motor vehicles, and apprehension of suspects. The task force works to increase the number of stolen vehicles recovered, offenders arrested, and decrease vehicle thefts. The agencies accomplish this through educational and intelligence-led enforcement efforts throughout participating jurisdictions with task force members sharing information amongst each other and any other requesting agency.

The task force utilizes grant funds provided by the Colorado Auto Theft Prevention Authority (CATPA) to help complete its mission. Funds shall be used only in accordance with the provisions of CATPA's FY23 grant award, pursuant to the project number FY23CPPD, to the Colorado State Patrol (BATTLE) Team.

FINANCIAL IMPLICATIONS:

The Pueblo Police Department shall receive $76,271.00 as allocated by the grant award. No match is required by the City of Pueblo. Project No. PS2207 shall be created and funds in the amount of $76,271.00 shall be budgeted and appropriated therefor.

Personnel Services-Overtime:		$55,000.00
Supplies & operating:		$1,800.00
Equipment:		$19,471.00
	TOTAL:	$76,271.00

BOARD/COMMISSION RECOMMENDATION:

Not Applicable.

STAKEHOLDER PROCESS:

Not Applicable.

ALTERNATIVES:

City Council may decline the grant funds. If that occurs, the Police Department cannot be reimbursed from CATPA funds for overtime or equipment costs incurred for this program.

RECOMMENDATION:

The Police Department recommends approval of the Ordinance.

Attachments:
Grant Funding Agreement and Award Letter for grant period July 1, 2022 through June 30, 2023.

ORDINANCE NO. _____

AN ORDINANCE APPROVING AND ACCEPTING A GRANT FUNDING AGREEMENT AND ALL APPLICABLE CONDITIONS PERTAINING THERETO FROM THE COLORADO AUTO THEFT PREVENTION AUTHORITY ("CATPA") RELATING TO THE BEAT AUTO THEFT THROUGH LAW ENFORCEMENT ("BATTLE") TEAM, ESTABLISHING PROJECT NO. PS2207, BUDGETING AND APPROPRIATING FUNDS TO PROJECT NUMBER PS2207, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

WHEREAS, the City Council of Pueblo has the authority on behalf of the City of Pueblo, including its Police Department, to accept grants from the state government for public and municipal purposes and to enter into agreements relating thereto; and

WHEREAS, City Council approved a MOU with the statewide Beat Auto Theft Through Law Enforcement Team (BATTLE) on December 28, 2019, which awarded an initial award of $47,392.00 in grant funds from the Colorado Auto Theft Prevention Authority (CATPA) for the 2019 grant year upon conditions recited therein or incorporated therein by reference; and

WHEREAS, the statewide Beat Auto Theft Through Law Enforcement Team (BATTLE) was awarded $57,722.00 in grant funds from the Colorado Auto Theft Prevention Authority (CATPA) for the 2021-2022 grant year upon conditions recited therein or incorporated therein by reference; and

WHEREAS, an award of grant funds has been made for the 2022-2023 grant year in the amount of $76,271.00 to assist the police department with paying equipment and overtime costs incurred in its efforts to reduce auto theft; and

WHEREAS, the State has made additional awards of funds in the past under previous grant agreements and the Police Department anticipates the award of additional funds in the future pursuant to this agreement if the same are made available by the State; and

WHEREAS, acceptance of the funds offered pursuant to the Grant for the purposes for which it has been made is in the best interest of the City and will benefit the health, welfare and safety of the citizens of the City; NOW, THEREFORE,

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

SECTION 1.

The Award of the 2022-2023 BATTLE Overtime Allocation Grant is hereby accepted and approved in the amount of $76,271.00 in accordance with the Grant's terms and conditions.

SECTION 2.

The Grant Funding Agreement, a true copy of which is attached hereto, having been approved as to form by the City Attorney, is hereby approved and accepted. The Mayor is authorized to execute the Grant Agreement in the name of and on behalf of the City, and the Mayor is authorized to execute any and all other certifications, assurances and other documents associated therewith.

SECTION 3.

Project No. PS2207 is hereby established in the Public Safety Grants Fund.

SECTION 4.

The Police Department is empowered to apply for and accept additional grant awards pursuant to the Grant as those funds are made available by the State.

SECTION 5.

All current and future funds accepted under this ordinance shall be budgeted and appropriated into Project Number PS2207 by the Finance Department.

SECTION 6.

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 7.

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

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

_____
President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____based on the following objections:

_____

_____

_____

_____

_____
Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

_____
President of City Council

ATTEST

_____
City Clerk

COLORADO
State Patrol
Department of Public Safety

Date June 07, 2022

City of Pueblo Police Department
Project Director Captain Dan Anderson
Transmitted by Electronic Mail

RE: Funding Award Letter for State Fiscal Year (SFY) 2023

Dear Captain Anderson,

On behalf of the Colorado State Patrol (CSP), it is my pleasure to congratulate you on receiving a funding award as a partner agency of the Beat Auto Theft Through Law Enforcement (BATTLE) Task Force.

The City of Pueblo Police Department has been awarded **$76,271.00.00** for the State FY23 grant cycle. The grant period is **July 1, 2022 through June 30, 2023**. This award is subject to all financial and administrative requirements of the Colorado Auto Theft Prevention Authority (CATPA), including requirements outlined in the Office of Justice Programs Financial Guide, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, and the timely submission of all financial reports.

Enclosed in this packet is the Award Funding agreement, the grant budget, and a checklist for BATTLE payment submissions. To officially accept the award, we **request that your authorized official initial each page and sign the Award Funding agreement and return to CSP via the following email: battlepayments@state.co.us.**

Please fill in your DUNS number and address on the first page of the Award Funding agreement. Please return your signed Funding Award agreement no later than June 30, 2022. Failure to sign your award may result in delayed reimbursements.

Please contact Captain Michael Ryan at michael.ryan@state.co.us or 303-273-1773 or Barbara J. Davis at barbara.davis@state.co.us or 303-919-1079 if you have any questions.

We look forward to working with you in the fight against auto theft!

Best Regards,

Captain Michael Ryan
Colorado State Patrol, BATTLE Project Director
Barbara J. Davis, Financial Officer

COLORADO
State Patrol
Department of Public Safety

Colorado State Patrol
Statement of Funding Award

Partner Agency Name: City of Pueblo Police Department
Partner Agency DUNS #
Project Director: Sergeant Eric Gonzales
Financial Officer: Kayleigh McKenzie
Project Director Address:
Grant Number: FY23CPPD
Date of Issue: July 1, 2022
Total Approved Budget: $76,271.00
Grant Period: July 1, 2022 through June 30, 2023
BATTLE Region: South

Partner Agency Approved Budget

BUDGET CATEGORY	ORIGINAL/CURRENT AMOUNT	REVISION	CURRENT ALLOCATION
Overtime	55,000.00	$0.00	$55,000.00
Supplies & Operating	1,800.00	$0.00	$1,800.00
Equipment	19,471.00	$0.00	$19,471.00
TOTAL ALLOCATION	$76,271.00	$0.00	$76,271.00

Line Item Qualifying Expenses

- **Supplies & Operating**
  - TELECOMM Cell Service Current 3 TG800 trackers @ 600/year ea.= $1,800.00
- **Equipment**
  - One Portable ALPR = 19471.00

Note:

- Personnel Expense-OT backup documentation includes proof of payment (paystub or payroll report), timesheets signed by employee and supervisor.
- Supplies & Operating Expense backup documentation includes an invoice with authorization for payment and a receipt or other form of proof of payment.
- Equipment Expense backup documentation must include a current quote AND an invoice as well as proof of payment.

See Check List for BATTLE Payment Submissions for greater detail on documentation requirements (Exhibit A).

Special Conditions and Requirements

Multipart document and Additional Requirements

1. The Partner Agency affirms that the agreement consists of a multipart document: the award letter, Funding Award and associated special conditions, required performance metrics, and signatures of persons authorized to sign on behalf of the partner agency.

2. The Partner Agency agrees to comply with **all** requirements, conditions, and regulations as detailed in the enclosed Funding Award document. The authorized official must initial at the bottom of each page of the enclosed Funding Award document where indicated.

Reimbursement Requests

1. **BATTLE Financial Payment Request Form.** All reimbursement requests submitted by the Grantee shall use the approved BATTLE Financial Payment Request Form.

2. **Monthly Reimbursement Requests.** Monthly reimbursement requests shall be completed and submitted to the Grants Management Office (GMO) within fifteen (15) days after the end of each month.
3. **Final Reimbursement Requests.** All invoices and overtime payroll shall be paid by SFY23 June 30, 2023. Final reimbursement requests shall be completed and submitted to CSP GMO within ten (10) days after June 30, 2023. Reimbursement requests received beyond this time will be subject to denial.
4. **Documentation.** The Partner Agency shall submit all backup documentation to the BATTLE email. The Partner Agency shall keep on file and make available for review all backup documentation at the discretion of GMO.

Financial Reporting Requirements

1. **Budget Modification Request** - Grant activities must match the approved budget included with this document. The partner agency must secure prior written approval from CSP if there is a requested change in any budget category. Failure to seek prior consent may result in the denial of reimbursement.

The Partner Agency shall submit a Budget Modification form to the BATTLE Regional Coordinator requesting a revision in the Funding Award budget. The Partner Agency shall not make any changes in the budget line items or purchase equipment or other supplies until they have received authorization from the BATTLE Regional Coordinator. Reimbursement of any expenditures made by the Partner Agency without prior written authorization shall not be reimbursed through BATTLE funds and the Partner Agency shall absorb that cost.

2. **Invoicing** - The Partner Agency agrees to submit **monthly reimbursement** requests on the Excel invoice workbook with backup documentation for reimbursement. The Partner Agency shall submit the invoice workbook even if it is a zero-dollar claim no later than fifteen (15) days following the end of a calendar month. Appropriate documentation for all expenditures must accompany reimbursement requests. GMO will only approve reimbursement of actual, supported, and allowable expenses. Only financial-related documents are emailed to the BATTLE email address. Any operational reports or other related working information are sent to the BATTLE Regional Coordinator and not through the BATTLE email address.

3. **Monitoring** - The CSP will monitor the Partner Agency's performance obligations under this Award Letter using procedures determined by the State of Colorado policies and procedures. In its sole discretion, CSP shall have the right to change monitoring procedures and requirements at any time during the term of this SFY23 grant period. The CSP shall monitor the Partner Agency's performance in a manner that does not unduly interfere with the Partner Agency's performance of grant work.

   As the grant's fiscal agent, CSP shall monitor Partner Agency, including desk reviews, agency visits, and phone interviews. The Partner Agency shall be notified at least thirty (30) days in advance of any scheduled monitoring visits. As a recipient of these funds, the Partner Agency agrees to cooperate with and respond to any requests for information about your award within fifteen (15) days of audit notification.

   If the CSP identifies any audit finding(s), the Partner Agency will have the opportunity to make provisions to correct the finding(s). Any false statements or claims with the awarded funds may result in fines, imprisonment, or any other remedy available by law.

   The Partner Agency has the right to protest any audit findings. All protests must be in writing and sent to the BATTLE Project Director and the Financial officer.

4. **Funding from Multiple Sources** - The recipient understands and agrees to notify CSP if it receives, from any other sources, funding for the same items or services also funded under this award. The Partner Agency shall not supplant awarded funds with

city and county funds already budgeted for the same purpose. If CSP determines there is supplanting of funds, award funds will be revoked and all expended funds shall be returned to CSP within thirty (30) days.

5. **Capital Equipment** – Capital equipment is any item purchased at **$5,000 per unit or more** using funds under a CATPA grant. The retention period ends when the value of the equipment has depreciated to **less than $5,000 per unit** or the equipment is older than five (5) years, whichever comes first.

   A. *Capital Equipment Ownership*. Capital equipment becomes the property of the recipient agency approved in the Funding Award and remains in possession of the original agency so long as it continues to be used for auto theft prevention activities as approved by the CATPA Office. If the equipment retention period has not expired and the equipment is no longer needed or used for auto theft prevention activities, BATTLE retains the right to reallocate the equipment for auto theft prevention.

   B. *Inventory of Capital Equipment*. Under this agreement, the Partner Agency's inventory of capital equipment shall occur during the retention period by the BATTLE Project Director. A complete equipment inventory list is maintained by the BATTLE Project Director. The Partner Agency shall submit its inventory list to the BATTLE Regional Coordinator within fifteen (15) days.

   C. *Purchase of New Capital Equipment*. When new equipment is purchased, the Partner Agency has ten (10) days from the reimbursement request to return the inventory certification form to the BATTLE Regional Coordinator. The stickers indicating the purchased equipment is through grant funding will then be supplied by GMO. The stickers must be attached to the equipment (near the serial number) and remain so until disposition of the Capital Equipment

   D. Inventory Removal of Capital Equipment. The Partner Agency shall make a written request for removal of capital equipment, along with a completed CATPA Grant Equipment Inventory Removal Certification Form and send it to the BATTLE Regional Coordinator. Request to remove capital equipment from the CATPA inventory is approved on any of the following conditions:

      i. Equipment Lapses Retention Period. Equipment may be removed when the purchase date is five (5) or more years past, regardless of the equipment's actual purchase price or depreciated value.

      ii. Equipment Value is **Less than $5,000 per unit**. Equipment may be removed from inventory when it has depreciated to a value **less than $5,000 per unit**. In such cases, the Partner Agency shall provide documentation on the justification for the depreciation and send it to the BATTLE Regional

Coordinator. CSP and CATPA recognize generally accepted accounting principles and encourage the Partner Agency to use the straight-line depreciation method. Guidance on the straight-line depreciation method is in the FY23 CATPA Grant Manager's Guidance Manual.

iii. Equipment Loss, Theft, or Damage. Equipment reported as lost, stolen, or otherwise damaged beyond its serviceable use, may be removed from inventory. In such cases, the Partner Agency must submit a written report narrating the equipment loss, theft, or damage circumstances.

iv. Equipment Trade or Sale. Equipment may be removed from the inventory list when it is determined that the trade or sale of the equipment is beneficial for the Partner Agency. Any funds acquired during an approved sale of equipment shall be returned to CSP and reflected on the Financial Payment Reimbursement Request Form.

v. Equipment Transfer. The transference of equipment may occur if the Partner Agency no longer needs or uses it. The CATPA Board will have final authority in approving requests for equipment transfers and reflected on the Partner Agency's inventory.

Other Terms and Conditions

1. **Change of Personnel** - The partner agency agrees to promptly give written notification to CSP of any changes in the authorized official, project director, financial officer, or grant-funded personnel.

2. **Partner Agency Records and Retention**

   A. *Record Retention* – The funds received in this Funding Award are for one year (the Grant Period). The Partner Agency shall maintain all funding related records for a period of **five (5)** years following the last day of the grant period. If there is any litigation, claim, or audit related to this Funding Award then retention starts before the expiration of the Record Retention requirement, this period shall extend until resolution of litigations, claims, or audit findings and final action taken by the CSP. For equipment records, the Record Retention Period shall be **five (5)** years following the purchase of such property.

   B. *Records Inspection and Maintenance* – The Partner Agency shall make, keep, maintain a complete file of all records, documents, communications, notes, and other written materials. The record should also include electronic media files and

communications about the Funding Award work or the delivery of services and goods hereunder. The records shall be available for inspection and monitoring by CSP.

The Partner Agency shall permit CSP to audit, inspect, examine, copy and transcribe Partner Agency records during the Record Retention period. Partner Agency shall make its records available during regular business hours at Partner Agency's office or place of business or at other mutually agreed upon times or locations. The Partner Agency will receive no fewer than two (2) Business Days' notice from the CSP unless CSP determines that a shorter period of notification, or no warning, is necessary to protect the interests of the CSP.

3. **Final Audit Report –** The Partner Agency shall promptly submit to GMO a copy of any final audit report performed on Partner Agency's records that relates to or affects this Funding Award, whether it is from CSP or a third party.

4. **Discrimination** - As a condition of receipt of state funds, you acknowledge and agree that you will not, on the grounds of race, color, religion, national origin, sex, or disability, unlawfully exclude any person from participation in, deny the benefits of, or employment to any person, or subject any person to discrimination in connection with any programs or activities funded in whole or in part with state funds. You will also not discriminate in the delivery of benefits or services based on age. These civil rights requirements are found in the non-discrimination provisions of Title VI of Civil Rights Act of 1964, as amended (42 U.S.C. §2000d); the Omnibus Crime Control and Safe Streets Act of 1968, as amended (42 U.S.C. §3789d); Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794); and the Age Discrimination Act of 1975, as amended (42 U.S.C. §6101).

5. **Equal Employment Opportunity** - The Partner Agency must comply with the federal regulations pertaining to the development and implementation of an Equal Employment Opportunity Plan (28 C.F.R. Part 42 subpart E).

6. **Subawarding Partner Agency Funds** - The Partner Agency shall not subaward or pass through to another entity these funds such as, but not limited to, public and private agencies, nor to any persons.

7. **Criminal Law Violations** - Subrecipients must timely disclose in writing to the BATTLE Project Director all state and federal criminal law violations involving fraud, bribery, or gratuity that may potentially affect the awarded state funding. Failure to make required disclosures can result in any remedies, including suspension or revoking awarded funds.

8. **Conflicts of Interest**

A. *Actual Conflicts of Interest*. The Partner 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 Partner Agency under this Agreement. Such a conflict of interest would arise when the Partner Agency's employee, officer or agent were to offer or provide any tangible personal benefit to an employee, or any member of his or her immediate family or his or her partner, related to the award management or oversight of this Agreement.

B. *Apparent Conflicts of Interest.* Partner Agency acknowledges that, concerning this Funding Award, even the appearance of a conflict of interest shall be harmful to CSP's interests. The Partner Agency shall refrain from any practices, activities, or relationships that reasonably appear to conflict with the full performance of Partner Agency's obligations under this Funding Award, unless prior written approval is obtained from CSP.

C. *Disclosure to the State* - If a conflict or the appearance of a conflict arises, or if Partner Agency is uncertain whether a conflict or the appearance of a conflict has arisen, Partner Agency shall submit to CSP a disclosure statement setting forth the relevant details for the State's consideration. Failure to promptly submit a disclosure statement or follow the CSP's direction regarding the actual or apparent conflict constitutes a breach of this Funding Award.

COLORADO
State Patrol
Department of Public Safety

Return:

The Partner Agency will sign a copy of the Funding Award and return the agreement to the CSP BATTLE email. Once CSP obtains all signatures, the Partner Agency will receive a copy of this agreement.

The parties hereto have executed this binding Funding Award.

Persons signing for Partner Agency hereby swear and affirm that they are authorized to act on Partner Agency's behalf and acknowledge that the Colorado State Patrol relies on their representations to that effect. The Funding Award may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery as a scanned ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing with the same force and effect as if such facsimile or ".pdf" signature page was an original thereof.

SIGNATURES

PARTNER AGENCY	COLORADO STATE PATROL
Legal Name of Partner Agency	
	
Name of Official, Title	Michael Ryan, Captain BATTLE Project Director
	06/24/2022
Date Signed	Date signed

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: July 11, 2022

TO: President Heather Graham and Members of City Council

CC: Nicholas A. Gradisar, Mayor

VIA: Office of the City Clerk

FROM: Marisa Stoller, City Clerk

SUBJECT: AN ORDINANCE CALLING A SPECIAL MUNICIPAL ELECTION TO BE HELD ON NOVEMBER 8, 2022, DIRECTING THAT THE SPECIAL MUNICIPAL ELECTION BE CONDUCTED AS PART OF A COORDINATED ELECTION, ADOPTING FOR USE AT THE SPECIAL MUNICIPAL ELECTION THE REQUIREMENTS AND PROCEDURES OF THE UNIFORM ELECTION CODE OF 1992 EXCEPT TO THE EXTENT THE UNIFORM ELECTION CODE OF 1992 CONFLICTS WITH A SPECIFIC PROVISION OF THE CHARTER OF THE CITY OF PUEBLO, AND SUSPENDING FOR SUCH PURPOSES THE PUEBLO ELECTION CODE AND ALL ORDINANCES AND RESOLUTIONS OF THE CITY IN CONFLICT THEREWITH

SUMMARY:

This Ordinance directs that the November 8, 2022 Special Municipal Election be conducted as part of a Coordinated Election with Pueblo County.

PREVIOUS COUNCIL ACTION:

Pursuant to §1-1-111(2), C.R.S., the City may contract with the County Clerk and Recorder of the County in which the political subdivision is organized to perform all or part of the required duties in conducting the election. The City has approved an IGA for Election Services each year the City has participated in a Coordinated Election with the County.

BACKGROUND:

Article X, Section 20 of the Colorado Constitution and the Uniform Election Code of 1992 permits the coordination of elections.

FINANCIAL IMPLICATIONS

The City shall pay to the County Clerk the City's share of the actual cost of materials and services directly attributable to the City's participation in the Coordinated Election including the preparation and mailing of a TABOR Notice, if necessary. The City's share is estimated to cost between $90,000 and $95,000. Funding for the costs associated with conducting this Special Municipal Election is allocated in the City Clerk's 2022 Departmental Budget.

BOARD/COMMISSION RECOMMENDATION

The Board of Elections, at a meeting on July 6, 2022, reviewed this Ordinance Calling for a Special Election and adopted an Election Board Resolution Recommending the adoption of this Ordinance by the City Council. The Board of Elections feels that it is in the best interest of the City and its Citizens to participate in the Coordinated Election on November 8, 2022.

STAKEHOLDER PROCESS

Not applicable

ALTERNATIVES

None

RECOMMENDATION

Adopt the Ordinance.

Attachments:
Proposed Ordinance
Election Board Resolution 22-01.

ORDINANCE NO. _____

AN ORDINANCE CALLING A SPECIAL MUNICIPAL ELECTION TO BE HELD ON NOVEMBER 8, 2022, DIRECTING THAT THE SPECIAL MUNICIPAL ELECTION BE CONDUCTED AS PART OF A COORDINATED ELECTION, ADOPTING FOR USE AT THE SPECIAL MUNICIPAL ELECTION THE REQUIREMENTS AND PROCEDURES OF THE UNIFORM ELECTION CODE OF 1992 EXCEPT TO THE EXTENT THE UNIFORM ELECTION CODE OF 1992 CONFLICTS WITH A SPECIFIC PROVISION OF THE CHARTER OF THE CITY OF PUEBLO, AND SUSPENDING FOR SUCH PURPOSES THE PUEBLO ELECTION CODE AND ALL ORDINANCES AND RESOLUTIONS OF THE CITY IN CONFLICT THEREWITH

WHEREAS, Article X, Section 20 of the Colorado constitution and the Uniform Election Code of 1992 permits municipalities to coordinate elections with the State of Colorado and its political subdivisions; and,

WHEREAS, a State election and other elections will be held at the same time as the City's Special Municipal Election on November 8, 2022; and,

WHEREAS, the Uniform Election Code of 1992 applies to any municipal election conducted as part of a Coordinated Election and authorizes a municipality to utilize the requirements and procedures of the Uniform Election Code of 1992 for the conduct of such elections, and,

WHEREAS, it would be in the best interests of the City and its citizens to participate in a Coordinated Election on November 8, 2022; NOW, THEREFORE,

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

SECTION 1.

The City's Special Municipal Election to be held on November 8, 2022 shall be conducted as part of a Coordinated Election as defined in the Uniform Election Code of 1992.

SECTION 2.

Pursuant to the authority granted by Article XX and Article X, Section 20 of the Colorado Constitution and §§1-1-102 and 31-10-102.7 C.R.S., the requirements and procedures of the Uniform Election Code of 1992 (Articles 1 to 12 including Article 7.5 the Mail Ballot Election Act, of Title 1, C.R.S. but not Article 13 thereof relating to election offenses), except to the extent they conflict with a specific provision of the Charter of the City of Pueblo, are hereby adopted and will be utilized in the conduct of the Special Municipal Election to be held as part of a Coordinated Election on November 8, 2022.

SECTION 3.

The City Clerk, the Board of Elections, and all officers and staff of the City are authorized and directed to cooperate with the Pueblo County Clerk and Recorder and to take all action necessary, appropriate or required to effectuate the provisions of this Ordinance and to conduct the Special Municipal Election to be held on November 8, 2022 as part of a Coordinated Election, in compliance with the requirements and procedures of the Charter of the City of Pueblo, Article X, Section 20 of the Colorado Constitution, and the Uniform Election Code of 1992.

SECTION 4.

The City Council does hereby adopt the optional registration plan provided for in Section 17-9 of the Charter of the City of Pueblo and hereby determines and declares that voting machines are not available.

SECTION 5.

All public notices that are required to be published with respect to the Special Municipal Election shall be published in *The Pueblo Chieftain*.

SECTION 6.

The Pueblo Election Code and all other Ordinances and Resolutions of the City inconsistent with the Uniform Election Code of 1992 and this Ordinance are hereby superseded, suspended and repealed to the extent only of such inconsistency for and during the conduct of the Coordinated Election to be held November 8, 2022.

SECTION 7.

The Director of Finance is hereby designated as the City Council's designee responsible for providing to the City Clerk the fiscal information that must be included in any ballot issue notice for any initiated measure or ballot issue referred to the voters by the City Council at the Coordinated Election to be held November 8, 2022.

SECTION 8.

If any section, clause or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or enforceability of such section, clause or provision shall not affect any of the remaining sections, clauses or provisions of this Ordinance.

SECTION 9.

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

Action by City Council:

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

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 of PUEBLO colorado

BOARD OF ELECTIONS

Resolution No. 2022-1

BE IT RESOLVED BY THE BOARD OF ELECTIONS OF PUEBLO, COLORADO that:

The Ordinance directing that the November 8, 2022 General Municipal Election be Conducted as Part of a Coordinated Election, Adopting for Use at the General Municipal Election the Requirements and Procedures of the Uniform Election Code of 1992 except to the extent the Uniform Code of 1992 Conflicts with a specific provision of the Charter of the City of Pueblo, and suspending for such purposes all Ordinances and Resolutions of the City in conflict therewith, was reviewed by the Board of Election.

Upon a motion made by Alvin Rivera and seconded by Marisa Stoller and unanimously adopted, the Board of Elections recommends the Adoption of the Ordinance by the City Council to constitute the election procedures, rules, and regulations, as to the matters set forth in Section 17-7 of the Charter and the Uniform Election Code of 1992.

Passed and approved this 6 day of July 2022.

APPROVED:

Alvin Rivera
Member of the Board of Elections

Sharon Sullenberger
Member of the Board of Elections

Marisa Stoller, City Clerk and
Chair of the Board of Elections

ATTEST:

Deputy City Clerk

Background Paper for Proposed
ORDINANCE

COUNCIL MEETING DATE: July 11, 2022

TO: President Heather Graham and Members of City Council

CC: Nicholas A. Gradisar, Mayor

VIA: Office of the City Clerk

FROM: Marisa Stoller, City Clerk

SUBJECT: AN ORDINANCE APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF PUEBLO, A MUNICIPAL CORPORATION, AND THE COUNTY OF PUEBLO, A POLITICAL SUBDIVISION OF THE STATE OF COLORADO, RELATING TO THE 2022 SPECIAL MUNICIPAL ELECTION

SUMMARY:

The Ordinance approves an Intergovernmental Agreement with Pueblo County to perform the functions required in the Administration of the November 8, 2022 Special Municipal Election to be conducted as a Coordinated Election.

PREVIOUS COUNCIL ACTION:

Pursuant to §1-1-111(2), C.R.S., the City may contract with the County Clerk and Recorder of the County in which the political subdivision is organized to perform all or part of the required duties in conducting the election. The City has approved an IGA for Election Services each year the City has participated in a Coordinated Election with the County.

BACKGROUND

The City is a home-rule city charged with the responsibility of providing for and governing the conduct of all its municipal elections pursuant to Articles 2, 3, 17, 18 and 19 of its Charter and Article XX of the Colorado Constitution. §1-7-116 C.R.S. requires entry into and performance of an intergovernmental agreement where political subdivisions and the county clerk and recorder cooperate in the conduct and financing of the election. The IGA outlines the allocation of the responsibilities between the City and the County in the conduct of the election. On August 22, 2022, City Council will consider an Ordinance directing that the November 8, 2022 Special Municipal Election be conducted as part of a Coordinated Election with Pueblo County.

FINANCIAL IMPLICATIONS

The City shall pay to the County Clerk the City's share of the actual cost of materials and services directly attributable to the City's participation in the Coordinated Election, including the preparation and mailing of a TABOR Notice. The cost is estimated to be between $90,000 and $95,000. Funding for the costs associated with conducting the Special Municipal Election have been allocated in the City Clerk's 2022 Departmental Budget.

BOARD/COMMISSION RECOMMENDATION:

It has been determined by the Board of Elections that it is in the best interest of the City and its residents to participate in and conduct its election as a coordinated election and mail ballot election in accordance with the procedures and requirement of the Uniform Election Code of 1992, except to the extend same conflict with a specific provision of the City Charter.

STAKEHOLDER PROCESS:

Not applicable.

ALTERNATIVES:

None. It is more cost effective for the City to participate in a Mail Ballot Coordinated Election than for the City to independently conduct its own election.

RECOMMENDATION

Approval of the Ordinance

Attachments:
Copy of the Intergovernmental Agreement

ORDINANCE NO. _____

AN ORDINANCE APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF PUEBLO, A MUNICIPAL CORPORATION, AND THE COUNTY OF PUEBLO, A POLITICAL SUBDIVISION OF THE STATE OF COLORADO, RELATING TO THE 2022 SPECIAL MUNICIPAL ELECTION

BE IT ORDAINED BY THE CITY COUNCIL OF PUEBLO that:

SECTION 1.

The Intergovernmental Agreement ("IGA") for election services between the City of Pueblo, a Municipal Corporation, and the County of Pueblo, a Political Subdivision of the State of Colorado, dated July 25, 2022, attached hereto, having been approved as to form by the City Attorney, is hereby approved.

SECTION 2.

The Mayor is hereby authorized and directed to execute said Intergovernmental Agreement for and on behalf of the City, and the City Clerk is directed to affix the seal of the City thereto and attest same.

SECTION 3.

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

SECTION 4.

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

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

_____
President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____based on the following objections:

_____

_____

_____

_____

_____
Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

_____
President of City Council

ATTEST

_____
City Clerk

INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT is made and entered into this 25th day of July, 2022, between Pueblo County, on behalf of the Clerk and Recorder of Pueblo County, hereinafter referred to as the "County Clerk," and the City of Pueblo, a municipal corporation, hereinafter referred to as "City."

WITNESSED:

WHEREAS, the City is a home-rule city charged with the responsibility of providing for and governing the conduct of all of its municipal elections pursuant to Articles 2, 3, 17, 18, and 19 of its Charter and Article XX of the Colorado Constitution; and

WHEREAS, the County Clerk has the facilities to perform the functions required in the administration of those elections and is authorized to conduct elections as provided by law; and

WHEREAS, Colorado Constitution Article XIV, Section 18 (2)(a), and C.R.S. § 29-1-203, as amended, authorize the County Clerk and the City to cooperate or contract with each other to provide any function, service, or facility lawfully authorized to each, and any such contract may provide for the sharing of costs; and

WHEREAS, by Ordinance expected to be enacted on August 24, 2020, the City has determined that it is in the best interests of the City and its residents to participate in and conduct its election to be held on November 8, 2022, as a coordinated election and mail ballot election in accordance with the procedures and requirements of the Uniform Election Code of 1992 ("Code"), except to the extent same conflict with a specific provision of the Charter; and

WHEREAS, the City has determined that it is in the best interests of the City to conduct its election, to be held on November 8, 2022, as a "coordinated election" and “mail ballot election” as such term is defined in the Code, and pursuant to C.R.S. § 1-7-116, the Code requires entry into and performance of intergovernmental agreements where political subdivisions and the county clerk and recorder cooperate in the conduct and financing of the election; and

WHEREAS, the Constitution of Colorado, Article X, Section 20 and the Code, require the production of a mailed Notice ("TABOR Notice") concerning certain ballot issues that may be submitted to the electors of the City; and

WHEREAS, the TABOR Notices of several jurisdictions are to be sent as a package where jurisdictions overlapped ("TABOR Notice Package"); and

WHEREAS, the need to produce the TABOR Notice Package requires that there be County-wide coordination of the production and mailing of the TABOR Notice Package to effectuate the purposes of said constitutional section; and

WHEREAS, the County Clerk and Recorder of Pueblo County and the City desire to set forth their respective responsibilities in the production and mailing of the TABOR Notice Package for elections conducted pursuant to this Intergovernmental Agreement; and

WHEREAS, the County Clerk and the City have determined that it is in the best interests of the County, the City, and their respective inhabitants and landowners to cooperate and contract concerning the coordinated election on November 8, 2022, upon the terms and conditions contained herein.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants and promises contained herein, the sufficiency of which is hereby acknowledged, the parties agree as follows:

I. GENERAL MATTERS:

A. Purpose:

The purpose of this Agreement is to set forth the tasks to be completed by the County Clerk and the City in the conduct and financing of the November 8, 2022.

B. Coordinated Election Official and Other Election Personnel:

Except as otherwise provided in this Section, the County Clerk shall act as the Coordinated Election Official for the conduct of the election for the City for all matters in the Code which require action by the Coordinated Election Official, except to the extent such action must be performed by the City Clerk or City's Board of Elections pursuant to Charter requirements and except as otherwise provided in this Agreement.

The City designates Marisa Stoller, City Clerk, as its "Designated Election Official" who, together with the City's Board of Elections, shall be the primary liaison between the City and the County Clerk and who shall have the primary responsibility for the conduct of the election procedures to be handled by the City hereunder and who shall cooperate with the County Clerk in the conduct of the election.

C. The County Clerk shall conduct the coordinated election on November 8, 2022 in conformity with the Code. The City shall provide explicit written instruction to County Clerk regarding any action City determines the County Clerk must perform that is required by the City Charter and which conflicts with the Code.

D. The parties acknowledge that for the purposes of the coordinated election on November 8, 2022, regardless of any registration requirements in the City Charter or City Code, the County Clerk will decide who is eligible to receive ballots pursuant to C.R.S. §1-2-101.

E. The parties acknowledge that all interpretations of the City Charter and City Code shall be and remain the sole responsibility of, and are to be exclusively handled by, the City.

II. DUTIES OF THE COUNTY CLERK:

The County Clerk shall perform the following duties for the City in connection with the conduct of the coordinated to the extent required:

A. Provide operational, technical and logistical assistance to the City in its review of the petition sections and verify the signatures of qualified electors, under Article 18 of the City Charter, contained in citizen initiative petitions. The citizen initiative petitions shall be delivered to the City Clerk on or before August 8, 2022. The City Clerk shall issue a statement of sufficiency or insufficiency on or before September 1, 2022.

B. Determine the "least cost" method for mailing the TABOR Notice Package.

C. Combine the text of the TABOR Notice produced by the City, if any, with those of other jurisdictions to produce the TABOR Notice Package. The County Clerk may determine the order of the TABOR Notice submitted by the City and those of other jurisdictions to be included in the TABOR Notice Package, provided, however, that the materials supplied by the City shall be kept together as a group and in the order supplied by the City.

D. Address the TABOR Notice package to "all registered voters" at each address of one or more active registered electors of the City. Nothing herein shall preclude the County Clerk from sending the TABOR Notice or Notice Package to persons other than electors of the City if such sending arises from the County Clerk's efforts to mail the TABOR Notice Package at "least cost".

E. Mail the TABOR Notice Package, as required by the Code.

F. Provide the final layout of the mail ballots and official ballots to the City in order to permit the City to review and proofread before the County Clerk authorizes the printing of the ballots. Within twenty-four (24) hours of receipt of ballots from County Clerk, the City shall return the ballots following review and proofreading.

G. Arrange for the printing, and have printed, all mail ballots and official ballots. In consultation with the Designated Election Official, the County Clerk will order the number of ballots reasonably expected to be required to be printed for each service center polling place(s).

H. Mail to all active registered electors eligible to vote in the City's November 8, 2022 coordinated election, at the last mailing address appearing in the County Clerk's records, a mail ballot packet, as required by law.

I. Appoint, train, pay and, as required by law, provide written materials to a sufficient number of qualified election judges to adequately serve the number of electors anticipated to vote at the coordinated. The election judges for the City election may be the same persons as are employed for elections held by other jurisdictions on the same day and at the same service center polling place(s).

J. Conduct such formal training sessions for the election judges as deemed reasonably necessary by the County Clerk.

K. Perform all services necessary for mail ballot in the City's coordinated election, including preparing of mail ballots and mail ballot voter materials, and receiving and processing of applications for mail ballots, mailing mail ballot materials, receipt of mail ballot materials, checking voter qualifications, and preparation for counting, opening, and conduct of the service center polling place(s).

L. Oversee the performance of the election judges with respect to their posting duties of required sample ballot, instruction cards, precinct maps, and other interior service center polling place(s) postings as may be required by law.

M. Certify the results of the City's election within the time required by law and forthwith provide the City with a copy of all election statements and certificates which are to be created under the Code and provide City with election abstracts and official certifications in such number as the City may reasonably require.

N. Store all voted ballots for a minimum of twenty-five (25) months and all signature cards of electors who cast ballots at the election for a minimum of twenty-five (25) months, and all other materials required by law to be saved for twenty-five (25) months in such a manner that they may be accessed by the City, if necessary, in connection with or to resolve any challenge, suit, or other legal question that might arise regarding the election.

O. Facilitate special accommodations for all military and overseas citizens as provided by the Uniformed and Overseas Citizens Absentee Voting Act.

P. Conduct a recount of any contest where the final ballot tabulation results are close enough to require a recount or if requested by an interested party.

III. ELECTION COSTS:

A. County Clerk shall keep a careful, accurate, and contemporaneous accounting of time, supplies, and salaries chargeable to the City including:

1. Charging the City for staff time, including salary and benefits, directly attributable to reviewing petition sections and verifying signatures contained in citizen initiative petitions and preparing and issuing certificates of sufficiency or insufficiency.

2. Charging the City for that portion of staff time, including salary and benefits, directly attributable to conducting the coordinated election on behalf of the City and that portion of building rental, both for set-up and service center polling place(s), and materials directly attributable to the City for the preparation and conduct of the coordinated election.

3. Charging the City for the cost of election and mail ballot judges, provided, however, that such cost shall be prorated by multiplying the number of judges and dividing the result by the number of jurisdictions utilizing each service center polling place(s).

4. The cost of any recount(s) will be charged and prorated among each of the participating Public Entities involved in the coordinated election.

B. Adhere to all applicable provisions of the Code which are necessary or appropriate to the performance of the above duties.

IV. DUTIES OF THE CITY:

In consideration of the foregoing, the City agrees to perform the following tasks and activities to the extent required:

A. Provide the County Clerk all TABOR Notices concerning City ballot issues in the manner required by the Code on or before September 23, 2022 by 4:30 p.m. Such TABOR Notice shall include:

1. The election date, hours, ballot title, text, and local election office address and telephone number.

2. For proposed City tax or bonded debt increases, the estimated or actual total of City fiscal year spending for the current year and each of the past four years and the overall percentage and dollar change.

3. For the first full fiscal year of each proposed City tax increase, City estimates of the maximum dollar amount of each increase and of district fiscal year spending without the increase.

4. For proposed City bonded debt, its principal amount and maximum annual and total district repayment cost and the principal balance of total current City bonded debt and its maximum annual and remaining total City repayment cost.

5. Two summaries, up to five hundred (500) words each, one for and one against any ballot proposal, of written comments filed with the Designated Election Official. The summary shall neither mention names of persons or private groups nor make any endorsements of or resolutions against the proposal. Petition representatives following these rules shall write this summary for their petition. The Designated Election Official shall maintain and accurately summarize all other relevant written comments.

6. Summarize written comments concerning ballot issues following receipt of such comments received from the Designated Election Official and the public as necessary for use in the TABOR Notice.

7. A completed TABOR Notice shall be provided to the County Clerk in camera-ready form. Regardless of the total number of pages, the submission to the County Clerk shall be on one side of each page. This submission shall be in the form that shall be printed by the County Clerk

and may not be changed by the City following submission to the County Clerk without special written dispensation from the County Clerk (such dispensation may be withheld for any or no reason) and shall be provided to the County Clerk on or before September 23, 2022.

8. Perform such acts as may be required by law or the City Charter, including circulation, approval, review, and all other activities, relating to any matter that may concern the City. The Designated Election Official shall interact with any City petition representatives, including but not limited to, working to ensure that the Designated Election Official receives the summary of written comments for their petition within the time required by law.

B. Certify the complete ballot content to the County Clerk, on or before September 9, 2022; review and proofread the final ballot and provide to the County in the same manner set forth, within the time required by law and provide the ballot content in hard copy and in Microsoft Word format.

C. Review, proofread and confirm the layout, format, and text of the official ballots within twenty-four (24) hours of receipt before the County Clerk authorizes the printing of the ballots.

D. Pay to the County Clerk the City's share of the actual cost of materials and services specified in items 1-10 of this Section, Paragraph E. upon receipt of the itemized statement for same. (The City agrees to compensate the County Clerk on a prorated basis for costs not solely related to the City's election, and to pay full cost of materials and services solely related to the City's election.) The City represents that funds have been appropriated for this Election and are sufficient to compensate the County Clerk for the services described in this Agreement.

1. Actual costs of services, materials, and mileage associated with the conduct of the election. Actual costs include, but are not limited to, the costs of labor, printing, and materials itemized, identified, and consumed for the conduct of the City's election. The actual cost of labor includes the actual hourly wage and all associated benefits paid to each staff member, which are directly attributable to conducting the coordinated election on behalf of City.

2. Actual costs for a complete alphabetical listing of electors, in electronic format.

3. Actual costs for alphabetical listing by precinct.

4. Actual costs for election preparation, set-up and tabulation and processing charge.

5. Actual costs of building rental for set-up activities and service center polling place(s).

6. Actual costs for election and mail ballot judges.

7. Actual costs of preparation and publication of all notices required by the Election Code.

8. Actual cost of preparing and printing the ballots.

9. Actual costs for all mailings.

10. Any other cost or expense shall be as mutually agreed to between the City and the County Clerk. Such agreement shall be in writing and signed by both parties in compliance with Section VI., Paragraph B. herein.

E. Within the time frames established by C.R.S. § 1-10-201, the City shall appoint two (2) members to serve on the Canvass Board. Clerk and Recorder shall be a member of the Canvass Board, as well as two (2) appointees of any other political subdivision that is participating in the election.

F. Provide a current, accurate map with a legal description of the City and its boundaries.

G. The City and its Designated Election Official shall cooperate with the Coordinated Election Official in the conduct of all dates and responsibilities of the Coordinated Election Official in the conduct of the election.

H. The City shall notify County Clerk in writing regarding actions City requests County Clerk to undertake when provisions of the City Code or Charter conflict with the Uniform Election Code.

I. The City shall be solely liable in the event the conduct of the Election does not conform with the City Charter or City Code.

V. TERM/TERMINATION:

This Agreement is intended to apply to the November 8, 2022, election. The effective date of this Agreement is upon the signatures of the parties to this Agreement, except as to those activities mandated by statute, and shall automatically terminate on February 28, 2023, provided, however, that the County Clerk's record retention obligations provided in Section II., Paragraph M., shall survive termination.

VI. OTHER:

A. CANCELLATION OF ELECTION BY THE CITY:

In the event that the City, at some time after the effective date of this Agreement, resolves not to hold the election, then notice of such resolution shall be provided to the County Clerk immediately. The City shall promptly pay the County Clerk the

full actual costs of the activities of the County Clerk, relating to the City's costs associated with the election, both before and after the County Clerk's receipt of such notice. The City shall publish notice, as defined in the Code, of such cancellation in at least two (2) newspapers of general circulation in Pueblo County. The County Clerk shall post notice of the cancellation in the Office of the County Clerk and the Contact Officer shall post notice of the cancellation on the official bulletin board located in the lobby of City Hall, #1 City Hall Place, Pueblo, CO 81003. The City shall not cancel the election after August 31, 2022.

B. This Agreement constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements, representation, and understandings between them. All duties, services, labor expenses, and costs needed or required in connection with this election that are attributable to the City, other than those specified above or by amendment to this Agreement, shall be provided by, and be the sole responsibility of, the City. No variation or modification of this Agreement and no waiver of any of the Agreement's provisions or conditions will be binding unless made in writing and signed by duly authorized owners, principals, or officers of the City and Pueblo County. This Agreement shall be construed and enforced according to the laws of the State of Colorado.

This Agreement shall be binding upon and inure to the benefit of the parties to it and their respective legal representatives, successors, and assigns. Any delegation or assignment of this Agreement by either party without the prior written consent of the other party shall be void. The subject headings of the paragraphs of this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of its provisions.

C. Except as set forth elsewhere in this paragraph, all notices to be given in this Agreement shall be made in writing and shall be sufficient if delivered personally due to the need for timely transmission of information to the other party at the following addresses:

Pueblo County Clerk and Recorder
Attention: Gilbert Ortiz
Pueblo County Election Division
720 N. Main Street, Suite 200
Pueblo, CO 81003
719-583-6620

and

City of Pueblo
Attention: Marisa Stoller, City Clerk
#1 City Hall Place
Pueblo, CO 81003
719-553-2669

D. CONFLICT OF AGREEMENT WITH LAW:

In the event that any provision of this Agreement conflicts with the Code or other statutory or regulatory law, this Agreement shall be modified to conform to such law. No subsequent resolution of the Board of County Commissioners or of the City shall impair the rights of the County Clerk or the City hereunder without the consent of the other party to this Agreement except as provided by Section V. herein.

E. TIME OF THE ESSENCE:

Time is of the essence of this Agreement. The statutory time requirements of the Code shall apply to the completion of the tasks required by this Agreement except as those time requirements are specifically modified in this Agreement as a result of the provisions in the City Charter.

F. GOOD FAITH:

The parties shall implement this Agreement in good faith including acting in good faith in all matters that require joint or coordinated action.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement effective the day and year first written above.

ATTEST:

By: _____
Clerk to the Board

PUEBLO COUNTY, COLORADO

By: _____
Chairman, Board of County Commissioners

Date: _____

ATTEST:

By: _____
City Clerk

CITY OF PUEBLO,
A MUNICIPAL CORPORATION

By: _____
Mayor

Date: _____

APPROVED AS TO FORM:

By: _____
City Attorney's Office

Date: _____

By: _____
Pueblo County Attorney's Office

Date: _____

APPROVED AS TO CONTENT:

By: _____
Pueblo County Clerk and Recorder

Date: _____

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: July 11, 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 CONVEYANCE OF REAL PROPERTY BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AS BUYER, AND NEIGHBORWORKS SOUTHERN COLORADO, INC., A COLORADO NONPROFIT CORPORATION, AS SELLER, RELATING TO THE LOCATION OF FIRE STATION NO. 11 IN THE PIKES PEAK PARK SUBDIVISION

SUMMARY:

Attached is an Ordinance approving and authorizing the Mayor to sign an agreement for the City to purchase a parcel of unimproved land from NeighborWorks Southern Colorado, Inc., ("NeighborWorks") located in the Pikes Peak Park subdivision. The land will be the site of the City's new Fire Station No. 11.

PREVIOUS COUNCIL ACTION:

Not applicable to this Ordinance.

BACKGROUND:

NeighborWorks is the owner of approximately 80 acres of unimproved land located north of 24th Street and east of Pueblo Boulevard on the westside of the City of Pueblo. On April 25, 2022, by Ordinance No. 10165, the City Council approved a subdivision of NeighborWorks' real property known as the Pikes Peak Park subdivision. The Pikes Peak Park subdivision will be a mixed-use, mixed-income neighborhood which will provide permanent affordable housing to residents of the City. The City desires to build a fire station in the Pikes Peak Park subdivision and NeighborWorks is willing to provide a parcel of real estate to the City for such purpose.

FINANCIAL IMPLICATIONS:

The property is being donated by NeighborWorks at no cost to the City. The title insurance premium and closing costs will be paid by the City.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

City Council could decide not to accept the parcel of land being donated by NeighborWorks.

RECOMMENDATION:

Approval of this Ordinance.

Attachments:
Proposed Ordinance
Proposed Agreement for Conveyance of Real Property

ORDINANCE NO. _____

AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT FOR CONVEYANCE OF REAL PROPERTY BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AS BUYER, AND NEIGHBORWORKS SOUTHERN COLORADO, INC., A COLORADO NONPROFIT CORPORATION, AS SELLER, RELATING TO THE LOCATION OF FIRE STATION NO. 11 IN THE PIKES PEAK PARK SUBDIVISION

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

SECTION 1.

The Agreement for Conveyance of Real Property ("Agreement") between the City of Pueblo, a Colorado municipal corporation ("City") and NeighborWorks Southern Colorado, Inc., a Colorado nonprofit corporation ("NeighborWorks"), dated July 25, 2022, relating to a real estate parcel located in the Pikes Peak Park subdivision, a copy of which Agreement is attached hereto and is 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 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. The Mayor is further authorized to execute and deliver documents related to this transaction at closing, purchasing the property owned by NeighborWorks, as identified in and in the manner described in the attached Agreement.

SECTION 3.

The officers and staff of the City are authorized to perform any and all acts consistent with this Ordinance and the attached Agreement 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

AGREEMENT FOR CONVEYANCE OF REAL PROPERTY

This Agreement for Conveyance of Real Property ("Agreement") is made and entered into this 25th day of July, 2022 by and between the City of Pueblo, a Colorado municipal corporation (hereinafter "City") and NeighborWorks Southern Colorado, Inc., a Colorado nonprofit corporation (hereinafter "NeighborWorks"). City and NeighborWorks are sometimes referred to herein as a "Party" and collectively, as the "Parties."

Recitals

WHEREAS, NeighborWorks is the owner of approximately 80 acres of unimproved land located north of 24th Street and east of Pueblo Boulevard on the westside of the City of Pueblo;

WHEREAS, on April 25, 2022, by Ordinance No. 10165, the City Council of the City approved a subdivision of NeighborWorks' real property known as the Pikes Peak Park subdivision;

WHEREAS, the Pikes Peak Park subdivision will be a mixed-use, mixed-income neighborhood which will provide permanent affordable housing to residents of the City;

WHEREAS, the City desires to build a fire station in the Pikes Peak Park subdivision and NeighborWorks is willing to provide a parcel of real estate to the City for such purpose; and

WHEREAS, the Parties desire to confirm their mutual understandings with respect to this conveyance of real property in this Agreement.

Agreement

NOW, THEREFORE, in consideration of the foregoing Recitals, the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, NeighborWorks and City agree as follows:

1. Incorporation of Recitals. The recitals set forth above are fully incorporated into and made a part of this Agreement by reference.

2. Property Defined. NeighborWorks agrees to bargain, sell and convey to the City and the City agrees to purchase upon the terms and conditions set forth herein that certain plat, piece, and parcel of land having the following legal description:

Lot 1, Block 11, Pikes Peak Park, Filing No. 1
County of Pueblo, State of Colorado (the "Property").

3. Conveyance. NeighborWorks shall convey the Property to City by Special Warranty Deed ("Deed") subject to the zoning and subdivision regulations and resolutions of the City of Pueblo and the Permitted Exceptions (as hereinafter defined).

4. Purchase Price and Terms. The Purchase Price for the Property shall be Ten and 00\100 U.S. Dollars ($10.00) payable at Closing (as hereinafter defined).

5. Evidence of Title.

(a) Title Commitment and Policy. Prior to the Closing Date (as defined in Paragraph 7 below) City shall order and obtain, at City's expense, a current commitment for extended coverage title insurance in the amount of $50,000.00, together with legible copies of all documents listed as exceptions therein, and a current certificate of taxes due with respect to the Property, from a title company selected by City and reasonably acceptable to NeighborWorks authorized to issue title insurance in the State of Colorado (the "Title Company"), on the current standard form of extended ALTA Owners Policy (collectively, the "Title Commitment"). The Title Company shall promptly provide copies of any amendments or modifications of the Title Commitment to City and NeighborWorks. At Closing or as soon as reasonably practicable after Closing, the Title Company shall issue and deliver to City the owner's title insurance policy referred to above (the "Title Policy"), issued by the Title Company insuring City's title to the Property consistent with the Title Commitment and subject only to taxes and assessments for the year of Closing and subsequent years. At Closing, City shall pay the premium for the Title Policy. City may obtain such other endorsements to the Title Policy as City desires, at the expense of City. NeighborWorks shall cooperate and provide such affidavits or certificates as may be reasonably required by the Title Company to remove all liens, including, without limitation, mechanics' or materialmen's liens, as exceptions to the Title Policy.

(b) Title Defects and Objections. City will have twenty (20) days from the date of receipt of the Title Commitment and Survey, whichever shall last occur, but in no event later than the expiration of the Inspection Period (as defined in Paragraph 6 below), to notify NeighborWorks in writing of any objections to any items identified in the Title Commitment, or of any other objections as to title matters. NeighborWorks will have until fifteen (15) days after receipt of City's written objections ("NeighborWorks's Cure Period") to elect, at its reasonable discretion, to cure all items to which City has objected, cause such items to be modified in a manner which is reasonably satisfactory to City or to advise City that NeighborWorks does not intend to cure such items. Alternatively, within the NeighborWorks's Cure Period, City at City's cost may elect to obtain one or more endorsements to the Title Commitment, in a form reasonably acceptable to City, providing title insurance protection with regard to any objections raised by City. If NeighborWorks fails to cure to the reasonable satisfaction of City any written objection by City of which NeighborWorks has been given notice in accordance with this subparagraph (b), or elects not to cure, then City may elect, as its sole remedy to either (i) waive the objection by written notice to NeighborWorks within ten (10) days after expiration of NeighborWorks's Cure Period and proceed to Closing as herein provided, or (ii) terminate this Agreement by written notice to NeighborWorks, in which case the Parties will be released from all obligations hereunder, except for any obligations that expressly survive the termination of this Agreement. City will have ten (10) business days after receipt of any amendment or update to the Title Commitment to object to any changes in the same fashion as objections to the initial Title Commitment under this subparagraph (b). Anything above to the contrary notwithstanding, NeighborWorks shall be obligated to, and shall cause all financing,

mortgage, judgment, and tax liens to be removed as title exceptions prior to or concurrently with Closing.

6. Inspection. Commencing on the Effective Date of this Agreement and continuing for thirty (30) days thereafter (the "Inspection Period"), City, its agents, consultants, and employees, shall have the right to enter and access the Property at reasonable times and upon reasonable advance notice for the purpose of making such inspections, studies, tests and investigations ("Testing") as City may elect and which it deems necessary to determine the suitability of the Property for City's intended use. All such Testing shall be performed by City or its agents or employees at City's sole cost and expense. City shall indemnify, defend and hold NeighborWorks and the Property harmless from and against any and all direct costs, liabilities, claims, demands, actions and expenses arising from or in connection with such Testing and, in the event City does not close on the purchase of the Property, City shall repair any damage to the Property or improvements thereon caused by such Testing. This indemnification shall not be deemed to apply to costs, liabilities, claims, demands, actions, or expenses arising from NeighborWorks's negligent acts or omissions or any pre-existing condition (including, without limitation, environmental conditions) within the Property. If City is not satisfied with the physical condition of the Property, City may terminate this Agreement by written notice given to NeighborWorks prior to the expiration of the Inspection Period.

7. Date of Closing. The closing of City's purchase of the Property ("Closing") shall take place within sixty (60) days after the Effective Date of this Agreement or at an earlier date as mutually agreed to by the Parties ("Closing Date") and the hour and place of Closing shall be mutually agreed upon by the Parties.

8. Transfer of Title. Subject to payment of the Purchase Price, compliance by City with the other terms and provisions hereof, and the occurrence or waiver by City of the Conditions Precedent to Closing defined and described in Paragraph 9, NeighborWorks shall execute and deliver to City at Closing a Special Warranty Deed conveying marketable fee simple title to the Property free of financing, mortgage, judgment and tax liens, subject to: (i) the Permitted Exceptions which shall include all matters shown on the Title Commitment accepted by City; (ii) distribution for utility and other easements; (iii) those rights, if any, of third parties in the Property not shown by the public records in accordance with this Agreement; (iv) inclusion of the Property within any special taxing district; and (v) subject to building, zoning, and subdivision regulations.

9. Additional Conditions Precedent to Closing. The sale and purchase contemplated by this Agreement is contingent upon occurrence of all the following prior to Closing Date (collectively, the "Conditions Precedent to Closing"):

(a) City Council of City, as its governing body, approving this Agreement on or before Closing.

(b) The results of inspection and testing do not indicate any conditions which are deemed unacceptable to City, in City's sole and absolute discretion.

In the event any of the Conditions Precedent to Closing are not satisfied on or before five (5) days before the Closing Date, City may by notice given to NeighborWorks not less than least five (5) days prior to Closing Date that City will: (i) waive any or all of the above conditions in

writing delivered to NeighborWorks and close the sale and purchase of the Property, or (ii) elect to terminate this Agreement, in which event each party will be released from all obligations under this Agreement.

10. Closing Costs, Documents and Services. City and NeighborWorks shall sign and complete all customary or required documents at or before Closing. All fees for the real estate closing services, if any, shall be paid by City at Closing.

11. Prorations. City shall assume and be responsible for all general taxes and assessments on the Property for the calendar year immediately preceding Closing. NeighborWorks shall be responsible for taxes and assessments on the Property for all prior years.

12. Possession. Possession of all portions of the Property shall be delivered to the City as of the Closing Date.

13. Time of Essence/Default and Remedies. Time is of the essence hereof. If any obligation required to be performed prior to Closing (and including the obligation to close) is not performed there shall be the following exclusive remedies:

(a) If City is in Default: In the event City defaults in the performance of its obligations hereunder, NeighborWorks shall have the right to (i) terminate this Agreement by written notice to City or (ii) treat this Agreement as being in full force and effect and to obtain specific performance, but not any damages. Such violations may be restrained, or such obligations enforced by injunction, without the posting of a bond, at the instance and request of NeighborWorks without the showing of any special damages or an inadequate remedy at law.

(b) If NeighborWorks is in Default: In the event NeighborWorks defaults in the performance of its obligations hereunder, City shall have the right to (i) terminate this Agreement by written notice to NeighborWorks or (ii) treat this Agreement as being in full force and effect and to obtain specific performance, but not any damages. Such violations may be restrained, or such obligations enforced by injunction, without the posting of a bond, at the instance and request of City without the showing of any special damages or an inadequate remedy at law.

(c) Costs and Attorneys' Fees. Anything to the contrary herein notwithstanding, in the event of any action or litigation arising out of this Agreement, the court shall award to the substantially prevailing party all reasonable costs and expenses, including reasonable attorneys' fees. Exclusive venue and jurisdiction for any such litigation shall be in the District Court in and for Pueblo County, Colorado and to the maximum extent permitted by law, City and NeighborWorks hereby waive their right to a trial by jury. The provisions of this subparagraph (c) shall survive Closing or termination of this Agreement.

14. Representations and Warranties of NeighborWorks. NeighborWorks represents and warrants to City as follows:

(a) NeighborWorks has full power, capacity, and authority to execute and deliver this Agreement and all other documents required to be executed and delivered by NeighborWorks under this Agreement and to perform its obligations hereunder.

(b) This Agreement has been, duly authorized, executed and delivered by NeighborWorks and constitutes the legal, valid, and binding obligation of NeighborWorks, enforceable against NeighborWorks in accordance with its terms.

(c) NeighborWorks is not a party to any judicial, administrative, arbitration or other similar proceedings relating in any manner to the Property or to NeighborWorks's interest therein or that may detrimentally affect NeighborWorks's ability to perform its obligations under this Agreement or the ability of persons who acquire portions of the Property to develop, own or operate the Property. NeighborWorks has not received notice of (and to NeighborWorks's knowledge there is no basis for) any pending or threatened claims, actions, suits, or other proceedings of the nature described in the immediately preceding sentence, nor are any such claims, actions, suits or other proceedings anticipated by NeighborWorks.

(d) To NeighborWorks's knowledge, there are no violations of laws, rules, regulations, ordinances, codes, covenants, conditions, restrictions, or agreements applicable to the Property. NeighborWorks has not received notice from any governmental or other agency or any other person with respect to any such violations concerning the Property.

(e) There are no Agreements or other obligations outstanding for the sale, lease or transfer of all or any part of the Property.

(f) There is no default, nor has any event occurred which, with the passage of time, the giving of notice or both, would constitute a default under any agreement, contract, mortgage, deed of trust or other instrument which relates to NeighborWorks's interest in the Property, to the Property itself, or which affects the Property in any manner that would have a material adverse effect on the City.

(g) To the best of NeighborWorks's information, knowledge and belief: (i) the Property is in compliance with all applicable state and federal environmental laws, regulations, ordinances, rules and orders (collectively, "Environmental Laws"); (ii) there are no pending or threatened judicial or administrative proceedings of any kind with respect to the Property alleging the violation or potential violation of any Environmental Law nor any pending or threatened investigations of any matters relating to any Environmental Laws with respect to the Property; (iii) there exists no release or threatened release of any hazardous, toxic or otherwise regulated substance, waste, contaminant or material (collectively "Hazardous Materials"), as such terms are defined in any applicable Environmental Law, on, in or at the Property, or any part thereof; (iv) the Property has not been used as a dump site, a storage site for solid wastes or the location of above ground or underground fuel or storage tanks; and (v) that Hazardous Materials are not currently present on or have at any time been stored or used on the Property in violation of any Environmental Laws.

(h) NeighborWorks shall indemnify and hold City harmless and defend City from any loss, liability or expense, including reasonable attorneys' fees, incurred by City, or any claim made against City, by reason of NeighborWorks' breach of any of the foregoing representations or warranties.

(i) The provisions of this Paragraph 14 shall survive closing and the recordation of the Special Warranty Deed.

15. Representations and Warranties of City. City represents, warrants and covenants as follows:

(a) City has full power, capacity, and authority to execute and deliver this Contract and all other documents required to be executed and delivered by City under this Agreement and to perform its obligations hereunder.

(b) Subject to approval by City's City Council, this Agreement will have been duly authorized, executed and delivered by City and constitutes the legal, valid and binding obligation of City, enforceable against City in accordance with its terms.

(c) City shall commence design and development documents for the new fire station on the Property within one (1) year from the date of Closing. City shall commence the full buildout of the fire station within four (4) years from the date of Closing. In the event City fails to satisfy either of these conditions, City expressly agrees to sign a Special Warranty Deed conveying the Property back to NeighborWorks within 3 months after the expiration of either of these deadlines.

(d) City shall review architectural design and fit standards of the community.

(e) City shall indemnify and hold NeighborWorks harmless and defend NeighborWorks from any loss, liability or expense, including reasonable attorneys' fees, incurred by NeighborWorks, or any claim made against NeighborWorks, by reason of City's breach of any of the foregoing representations, warranties or any other act by City, its employees, agents, representative's or assigns with respect to the Property after Closing.

(f) The provisions of this Paragraph 15 shall survive closing and the recordation of the Special Warranty Deed.

16. NeighborWorks Covenants. Commencing on the Effective Date and until the first to occur of Closing or termination of this Agreement, NeighborWorks shall not (a) lease, sell, convey or further encumber any portion of the Property, (b) consent to any zoning or other change affecting the use of the Property, except for those requested or approved by City, or (c) cause any other changes which affect the condition of NeighborWorks's title to the Property or would otherwise be reasonably likely to adversely impact the condition of the Property or City's intended use thereof.

17. 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
1 City Hall Place, 2nd Floor
Pueblo, CO 81003

with a copy to: City Attorney
1 City Hall Place, 3rd Floor
Pueblo, CO 81003

(b) If to NeighborWorks, addressed to:
President/CEO
NeighborWorks Southern Colorado, Inc.
1241 E. Routt Ave.
Pueblo, CO 81004

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.

18. Assignment. This Agreement and the rights granted to City hereunder may not be assigned by City without NeighborWorks' express, written consent, which consent may be withheld in the sole and absolute discretion of NeighborWorks. Except as so restricted, this Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors and assigns.

19. Modification. No subsequent modification of any of the terms of this Agreement shall be valid or binding upon the Parties or enforceable unless made in writing and signed by the Parties.

20. Entire Agreement. This Agreement constitutes the entire agreement between the Parties relating to the subject matter hereof, and any prior statements, representations or agreements pertaining thereto, whether oral or written, have been merged and integrated into this Agreement.

21. Captions. The captions in this Agreement are inserted for convenience of reference only and in no way define, describe, or limit the scope or intent of this Agreement or any of the provisions hereof.

22. Validity. If any provision of this Agreement shall be held to be invalid or unenforceable, the same shall not affect in any respect whatsoever the validity or enforceability of the remainder of this Agreement.

23. Broker. City and NeighborWorks represent and warrant that they shall each pay

their respective brokers or real estate agents, if any, in connection with this transaction. NeighborWorks agrees to indemnify, defend, and hold City harmless from and against any and all claims, loss, liability, costs and expenses (including reasonable attorneys' fees), resulting from any claims that may be made against City by any broker or other person claiming a commission, fee or other compensation by reason of the transaction contemplated hereby if the same shall arise by, through or on account of NeighborWorks. City agrees to indemnify, defend, and hold NeighborWorks harmless from and against any and all claims, loss, liability, costs and expenses (including reasonable attorneys' fees), resulting from any claims that may be made against NeighborWorks by any broker or other person claiming a commission, fee or other compensation by reason of the transaction contemplated hereby if the same shall arise by, through or on account of City.

24. Applicable Law. This Agreement will be construed and enforced in accordance with the laws of the State of Colorado (without giving effect to its choice of law principles).

25. Interpretation. Whenever the context so requires, the singular number shall include the plural and the plural the singular, and the use of any gender shall include all genders.

26. Survival of Representations. The representations, warranties, covenants and agreements of City and NeighborWorks in this Agreement are and shall be construed to be covenants running with the Property, shall survive the Closing of the transaction contemplated hereby and recordation of the Special Warranty Deed, may be enforced by either City or NeighborWorks after Closing Date, and shall not be merged or be deemed to be merged into the Special Warranty Deed.

27. Third Parties. City and NeighborWorks and their respective successors and permitted assigns are the only parties to this Agreement and are the only parties entitled to enforce this Agreement. Nothing contained in this Agreement, nor any provision hereof is intended to give or shall be construed to give or confer, directly or indirectly, or otherwise, upon any third party any right, remedy or benefit hereunder.

28. Counterparts and Facsimile Signatures. This Agreement may be executed in multiple counterparts, which taken together shall be deemed one original.

29. Exclusivity. In consideration of the time and resources which the City will devote to the transactions contemplated herein, NeighborWorks agrees that for a period of One Hundred Fifty (150) days after the effective date of this Agreement or the earlier termination of this Agreement, NeighborWorks will not, directly or indirectly, solicit, initiate or enter into discussions or transactions with, or encourage, or provide any information to, any individual, entity or group (other than to City and City's designees) concerning any sale or lease of the Property or any similar transaction or alternative. The provisions of this Paragraph shall not be construed to prohibit NeighborWorks or City from discussing the transaction contemplated herein with their attorneys or other consultants.

30. Limitations on Liability. In consideration of City entering into the Agreement, NeighborWorks waives and discharges City, its officers, agents, and employees from all claims for any and all monetary damages for breach of the Agreement. In the event of an alleged breach of the Agreement by the City, NeighborWorks's sole and exclusive remedy shall be to bring an

equitable action for specific performance in the District Court of Pueblo County, Colorado. In consideration of NeighborWorks entering into the Agreement, City waives and discharges NeighborWorks, its officers, agents, and employees from all claims for any and all monetary damages for breach of the Agreement. In the event of an alleged breach of the Agreement by NeighborWorks, City's sole and exclusive remedy shall be to bring an equitable action for specific performance in the District Court of Pueblo County, Colorado.

31. Condition of Property. Except as otherwise expressly set forth herein, the Property is being conveyed to City "AS-IS, WHERE-IS" without any warranties with respect to the condition of the Property. City will personally inspect the Property during the Inspection Period to ascertain the condition thereof and is making this purchase without relying on any oral or written warranty or representation by NeighborWorks, or employees or agents of NeighborWorks, as to the condition of the Property, all of which are hereby disclaimed by NeighborWorks.

[THE REMAINDER OF THIS PAGE WAS INTENTONALLY LEFT BLANK – SIGNATURE PAGE FOLLOWS]

Executed at Pueblo, CO as of the day and year first above written.

CITY OF PUEBLO, COLORADO
a Colorado municipal corporation

By: _____
MAYOR

ATTESTED BY: _____
CITY CLERK

NEIGHBORWORKS SOUTHERN COLORADO, INC.
a Colorado nonprofit corporation

By: _____
Name: _____
Title: _____

STATE OF COLORADO)
) ss.
COUNTY OF PUEBLO)

The foregoing instrument was acknowledged before me this _____ day of _____, 2022 by _____ as _____ of NeighborWorks Southern Colorado, Inc., a Colorado nonprofit corporation.

Witness my hand and official seal.
My commission expires: _____

[S E A L]

_____
Notary Public

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: July 11, 2022

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Haley Robinson, Director of Public Affairs

SUBJECT: AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE A PAID INTERNSHIP SITE AGREEMENT BETWEEN THE BOARD OF GOVERNORS OF THE COLORADO STATE UNIVERSITY SYSTEM, ACTING BY AND THROUGH COLORADO STATE UNIVERSITY PUEBLO AND THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION

SUMMARY:

The attached Ordinance approves and authorizes the Mayor to sign a paid internship agreement with Colorado State University-Pueblo ("CSU-P").

PREVIOUS COUNCIL ACTION:

Not applicable to this Ordinance.

BACKGROUND:

The Multimedia Communication Intern position with the City of Pueblo in the Mayor's Office, under the supervision of the Director of Public Affairs, will be tasked wide range of assignments based upon the individual's educational experience. Duties and responsibilities may include, but are not limited to the following: Attend weekly meetings and other departmental-related meetings that facilitate learning. Research the current state of public access channels 17 and 19. Assist with social media management and content creation. Assist with the Implementation of social media assets for the City of Pueblo. Make recommendations for updating current communication (visual to include graphic design or video work) including public access channels, social media, flyers/announcements, and other modes of communication related to City of Pueblo. Help departmental staff with creative or design needs. Meet with other City of Pueblo departments such as Pueblo Fire, Pueblo Parks and Recreation, and Pueblo Police Department to assist with cohesive and consistent branding and communication methods or projects. Attend meetings with community partners to assist with communication and promotional needs related to input and responsibility of City of Pueblo.

FINANCIAL IMPLICATIONS:

The salary for the CSU-P intern is included in the 2022 fiscal year budget.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

If City Council does not approve this Ordinance, the CSU-P student will be denied the City internship.

RECOMMENDATION:

Approval of the Ordinance.

Attachments:
Proposed Ordinance
Proposed Internship Agreement

ORDINANCE NO. _____

AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE A PAID INTERNSHIP SITE AGREEMENT BETWEEN THE BOARD OF GOVERNORS OF THE COLORADO STATE UNIVERSITY SYSTEM, ACTING BY AND THROUGH COLORADO STATE UNIVERSITY PUEBLO AND THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION

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

SECTION 1.

The Paid Internship Site Agreement ("Agreement") between the City of Pueblo, a Colorado municipal corporation and the Board of Governors of the Colorado State University System acting by and through Colorado State University Pueblo, dated May 26, 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 immediately upon final action by the Mayor and City Council *nunc pro tunc* May 26, 2022.

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

PAID INTERNSHIP SITE AGREEMENT BETWEEN THE BOARD OF GOVERNORS OF THE COLORADO STATE UNIVERSITY SYSTEM, ACTING BY AND THROUGH COLORADO STATE UNIVERSITY PUEBLO AND CITY OF PUEBLO

This Internship Site Agreement (the "Agreement") is made, and entered into between the Board of Governors of the Colorado State University System, acting by and through Colorado State University Pueblo ("University"), and City of Pueblo ("Internship") if appropriate, (singularly "party" and together "parties"), entered into on this 26 of May, 2022

WITNESSETH:

WHEREAS, certain CSU Pueblo students in the Media and Entertainment Department ("Students") at the University are able to obtain Internship Site/research experiences; and

WHEREAS, Internship Site desires to participate and cooperate with University to implement said program by accepting and placing Students with Internship Site to enable them to obtain Internship Site/research experiences by providing services to Internship Site; and

WHEREAS, this Agreement will serve as recognition of the separate and mutual responsibilities of the University and Internship Site to each other and to the Students involved;

THEREFORE, in consideration of the mutual goals herein, the parties agree as follows:

I. SCOPE OF THE INTERNSHIP SITE

A. The Multimedia Communication Intern position with the City of Pueblo in the Mayor's Office, under the supervision of the Director of Public Affairs, will be tasked wide-range of assignments based upon the individual's education experience. Duties and responsibilities may include, but are not limited to the following: Attend weekly meetings and other departmental-related meetings that facilitate learning. Research the current state of public access channels 17 and 19. Assist with social media management and content creation. Assist with the Implementation of social media assets for the City of Pueblo. Make recommendations for updating current communication (visual to include graphic design or video work) including public access channels, social media, flyers/announcements, and other modes of communication related to City of Pueblo. Help departmental staff with creative or design needs. Meet with other City of Pueblo departments such as Pueblo Fire, Pueblo Parks and Recreation, and Pueblo Police Department to assist with cohesive and consistent branding and communication methods or projects. Attend meetings with community partners to assist with communication and promotional needs related to input and responsibility of City of Pueblo.

B. The Internship Site hours will be set by the supervisor of Internship Site at a later time so that the students and Internship Site may find a mutually convenient time(s).

C. The student Internship Site between Internship Site and University will commence on the 1st of June, 2022 and end on the 31st of December 2022.

II. UNIVERSITY RESPONSIBILITIES

A. Assign a faculty member to be the instructional supervisor for students placed at Internship Site.

B. Observe appropriate channels as designated by Internship Site for coordinating Internship Site/research experiences.

C. Have faculty participate in individual and/or group conferences with appropriate Internship Site staff for the purpose of discussing objectives and planning for learning experiences and evaluating Student performance.

D. Have its representatives, if possible, confer at least annually with Internship Site for joint review of the program and progress of students placed at Internship Site.

E. Provide a faculty member assigned pursuant to this Agreement to make regular site visits one or more times during the period of field placement to review the student's activities and to consult with a counterpart Internship Site staff member concerning the educational experience and progress of students working at Internship Site. Internship Site recognizes that on site visits may be impractical, and will work with University to develop mutually satisfactory alternatives if necessary.

III. INTERNSHIP SITE RESPONSIBILITIES

A. Make its resources and facilities available for Internship Site/research experiences for students.

B. Cooperate with the University faculty in planning for the educational program and for evaluating the experiences and student performance.

C. Retain overall responsibility for management of organizations services.

D. Designate a qualified staff member who will be responsible for the daily supervision and performance of students and will participate with the University's faculty member in evaluating Students under their supervision.

E. Comply with the Fair Labor Standards Act (FLSA) before classifying an intern as an unpaid "trainee" if applicable.

F. In accordance with the Family Education Rights and Privacy Act (FERPA), any re-disclosure of Internship Site candidate/intern information is prohibited without the intern's express written consent under 20 U.S.C. § 1 232(g)(a)(l)

(C)(D). A student may not be required to waive these rights under FERPA as a condition of the Internship Site. Any release of student information or education records is prohibited and may be actionable under applicable laws.

G. If the Internship Site requires that a student complete a background check, the site will be responsible for the cost of the background check. Internship Site retains the right to reject any student based on the results of the background check. If the student does not pass the background check he or she will be informed of the reasons pursuant to the Fair Credit Report Act. The University will not be given any information relating to the failure other than the fact that the student did not pass.

H. Adhere to all Federal and State employment laws and regulations, including adherence to current Federal and State wage laws.

I. The Internship Site will be deemed an "Employer" for the purpose of providing on-the-job training for students and shall provide sufficient workers' compensation and liability insurance for the student pursuant CRS 8-40-302(7)(a).

J. Provide appropriate wages to the student for the tasks assigned to the student and be responsible for all federal, state payroll taxes and deductions from the student's earnings.

K. The student intern is not to replace a permanent employee of Internship Site.

IV. INTERNSHIP SITE AND UNIVERSITY FURTHER AGREE:

A. The assignment of students, faculty and Internship Site personnel will be made without regard to the age, citizenship, creed, color, disability, gender, gender expression, gender identity, genetic information, national origin or ancestry, pregnancy, race, religion, sex, sexual orientation or veteran status of the persons involved.

B. Internship Site may instruct the University to withdraw a student whose conduct or practice Is not in accord with Internship Site Site's policies and standards of care.

C. University may withdraw any student whose progress, conduct, or performance in practice does not meet standards for continuation in the program, or when Internship Site does not provide agreed upon educational experiences for the student.

D. This Agreement may be terminated upon the giving of thirty days' written notice by either party to the other party. Students already enrolled and participating in good standing in the program shall have an opportunity to complete the program at Internship Site to meet the course of study requirements for graduation.

E. In advance or the early days of each semester, University will disclose the number of students and the students to be placed at the Internship Site.

F. University and Internship Site agree that no money will be paid by either party to the other under the terms and conditions of this Agreement and that the mutual benefits contained herein constitute sufficient consideration. The parties to this Agreement intend that the relationship contemplated by this Agreement is that of independent entities working in mutual cooperation. The Parties hereto are not partners, agents, nor principals of one another. University's interns shall not act as the Internship Site agents or representatives in any capacity, and shall not make any commitments on behalf of the Internship Site.

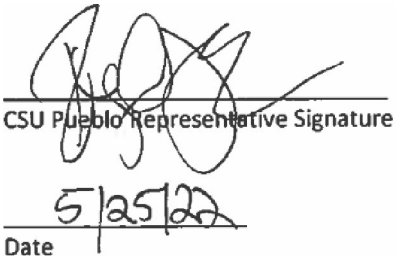
G. This Agreement constitutes the entire agreement between the parties and supersedes any previous contracts, understandings, or agreements of the Parties, whether verbal or written, concerning the subject matter of this Agreement.

H. This agreement cannot be assigned, except with the express written permission of the non- assigning party.

I. Internship Site shall be responsible to the fullest extent allowed under the law for its own negligence, and the negligence of its employees and authorized volunteers acting within the scope of their actual authority. Nothing contained in this Agreement shall be construed as an express or implied waiver by University of its governmental and sovereign immunities, as an express or implied acceptance by University of liabilities arising as a result of actions which lie in tort or could lie in tort in excess of the liabilities allowable under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 et seq., as a pledge of the full faith and credit of the state of Colorado, or as the assumption of any of the parties of a debt, contract or liability of each other in violation of article XI, Section 1 of the Colorado Constitution.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their duly authorized agents and is effective upon the date and signatures below:

Regan Foster, Lecturer/Today Advisor/DEi lracul!Y, Advisor CSU Pueblo Representative
Name (printed)



ATTEST: CITY OF PUEBLO

By: _____ By: _____
City Clerk Mayor
Date: _____ Date: _____

Mohammed Abdelrahman
CSU Pueblo Provost Name (printed)

CSU Pueblo Provost

Date

BACKGROUND PAPER FOR PROPOSED ORDINANCE

COUNCIL MEETING DATE: July 11, 2022

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Laura Solano, Chief of Staff

Marisa Pacheco, Human Resources Director

SUBJECT: AN ORDINANCE AMENDING SECTION 6-5-16 OF CHAPTER 5, OF TITLE VI OF THE PUEBLO MUNICIPAL CODE RELATING TO THE FY 2022 CLASSIFICATION AND PAY PLAN BY ESTABLISHING THE PAY SCALE FOR FOOD PROJECT COORDINATOR

SUMMARY:

Attached for consideration is an amended Pay Plan Ordinance that reflects the addition of the pay rate and salary schedule for the classification of Food Project Coordinator.

PREVIOUS COUNCIL ACTION:

On December 28, 2021, Ordinance No.10092 was approved by City Council. This Ordinance provided the classification and pay plan for fiscal year 2022.

BACKGROUND:

The Pueblo Food Project is currently staffed with one part-time employee working for the City coordinating efforts with an outside contracted vendor in support of the program. The part-time employee is entirely grant funded. The request is to convert this temporary position to a full-time position entitled Food Project Coordinator to allow for critical work to continue in support of the program through June 30, 2025 at which time the grant is anticipated to end. The position will project high-level program coordination for the project.

FINANCIAL IMPLICATIONS:

All costs associated with this proposal will be paid out of the State of Colorado Department of Law Grant at an approximate cost of $128,333.33 through June 30, 2025 at which time, the grant is anticipated to end.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

The suggested change allows for important transition work to occur in support of the Pueblo Food Project. If this is not approved, the hours that can be worked to perform these duties are substantially limited as only a part-time employee could continue working on the project.

RECOMMENDATION:

Approval of the Ordinance.

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 6-5-16 OF CHAPTER 5, OF TITLE VI OF THE PUEBLO MUNICIPAL CODE RELATING TO THE FY 2022 CLASSIFICATION AND PAY PLAN BY ESTABLISHING THE PAY SCALE FOR FOOD PROJECT COORDINATOR

BE IT ORDAINED BY THE CITY COUNCIL OF PUEBLO, that: (brackets indicate matter being deleted, underscore indicates matter being added)

SECTION 1.

Section 6-5-16 (A) of Chapter 5, of Title VI, of the Pueblo Municipal Code referencing the Fiscal Year 2022 pay scale for the classification of Food Project Coordinator is established and enacted as follows:

6-5-16. Schedule, classification, work week and monthly salary.

The following shall constitute:

A. The monthly pay range for the appointed classification of Food Project Coordinator 2022

CLASS TITLE	*BASE SALARY*	*MERIT PAY RANGES GRANTED UNDER SECTION 6-5-1(B)*					
(B) ADMINISTRATIVE							
Food Project Coordinator	4872.31	5037.93	5233.36	5412.36	5591.38	5776.39	5965.83

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 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

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: July 11, 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 AN AGREEMENT FOR PROFESSIONAL DESIGN SERVICES IN THE AMOUNT OF $1,209,246 TO ALLRED AND ASSOCIATES, A COLORADO CORPORATION, FOR DESIGN AND ENGINEERING OF NEW FIRE STATIONS 6, 8, AND 11 PROJECT NO. CI2205 AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

SUMMARY:

This Resolution awards an Agreement for Professional Design Services to Allred and Associates for design and engineering services of new fire stations 6, 8, and 11. Allred and Associates was determined to be the most responsible bidder and will be awarded a contract in the amount of $1,209,246.

PREVIOUS COUNCIL ACTION:

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

Funds, in the amount of $609,245, were transferred, budgeted and appropriated at the June 13, 2022 City Council meeting (Ordinance item R-4).

A pending Ordinance (Ordinance item S-5), on City Council agenda for final reading on June 27, 2022, will transfer, budget and appropriate additional funds, in the amount of $270,000. This Resolution is contingent upon the approval of the pending Ordinance.

BACKGROUND:

In April 2022, the City of Pueblo solicited Requests for Proposals (RFP 22-010) for design and engineering services for new Fire Stations 6, 8, and 11. A total of nine (9) firms provided a proposal for the work. City Staff provided evaluations of the proposals using project approach, work schedule, fee schedule and statement of qualifications

evaluation criteria. Upon compilation of staff evaluations, the top five (5) firms were interviewed. Allred and Associates was then chosen by the interview committee.

FINANCIAL IMPLICATIONS:

Funding in the amount of $1,209,246 will be paid from the Fire Stations 6, 8, and 11 Project, No. CI2205.

BOARD/COMMISSION RECOMMENDATION:

Not Applicable to this Resolution.

STAKEHOLDER PROCESS:

Not Applicable to this Resolution.

ALTERNATIVES:

Denial of this Resolution will result in the city being unable to proceed with the design and engineering of the new fire stations.

RECOMMENDATION:

Approval of the Resolution.

Attachments:
Proposed Resolution
Draft Agreement for Professional Services

RESOLUTION NO. 14938

A RESOLUTION AWARDING AN AGREEMENT FOR PROFESSIONAL DESIGN SERVICES IN THE AMOUNT OF $1,209,246 TO ALLRED AND ASSOCIATES, A COLORADO CORPORATION, FOR DESIGN AND ENGINEERING OF NEW FIRE STATIONS 6, 8, AND 11 PROJECT NO. CI2205 AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

WHEREAS, proposals for Project No. 22-010 Design and Engineering Services of New Fire Stations 6, 8, and 11, have been received and examined; and,

WHEREAS, the proposal of Allred and Associates, of Broomfield, Colorado was determined to be the most advantageous to the City, and in the best interest of the City, based on the evaluation factors set forth in the Request for Proposals; NOW, THEREFORE,

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

SECTION 1.

City Council authorizes Project No. 22-010 Design and Engineering Services for New Fire Stations 6, 8, and 11 to be performed, and contract for said project is hereby awarded to Allred and Associates, of Broomfield, Colorado, in the amount of $1,209,246.

SECTION 2.

Funds for said Agreement shall be paid from CI2205, Fire Station 6, 8, and 11 Project.

SECTION 3.

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

SECTION 4.

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 5.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED July 11, 2022

BY: Vicente Martinez Ortega
MEMBER OF CITY COUNCIL

APPROVED: _____
PRESIDENT OF CITY COUNCIL

ATTESTED BY: _____
CITY CLERK

PROPOSED AGREEMENT FOR PROFESSIONAL ARCHITECTURAL SERVICES
BY AND BETWEEN
CITY OF PUEBLO
AND
ALLRED & ASSOCIATES

THIS AGREEMENT made and entered this _____ day of _____, 20__ by and between the City of Pueblo, a Municipal Corporation (hereinafter referred to as "Owner" or "City") and Allred & Associates, a Registered Individual Business in the State of Colorado, a professional architectural firm (hereinafter referred to as "Architect") for Architect to render certain professional planning, design, architectural, and related services for Owner in connection with Bid 22-010 RFP – Design and Engineering of New Fire Stations 6, 8, and 11, 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 Architect shall satisfactorily perform professional architectural services for the following items as more specifically set forth in Schedule 1 – "Scope of Services":

[X] - Preliminary (Schematic) Design Phase

[X] - Design Development Phase

[X] - Construction Documents

[X] - Bidding Phase

[X] - Construction Services Phase

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

Such services shall include standard usual and customary professional architectural services and the furnishing (directly or through its professional consultants) of customary and usual civil, structural, mechanical, electrical, engineering, design, environmental, and planning services. Architect shall also provide any landscape, surveying, and geotechnical services incident to its work on the Project.

1.2 In performing the professional services, Architect shall complete the work items and phases set forth in Schedule 1 – "Scope of Services" and the items identified in Section 2 of this Agreement.

1.3 Professional architectural services (whether furnished directly or through a professional consultant subcontract) shall be performed under the direction and supervision of a registered architect 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 architect.

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

1.5 Any engineering services provided under this Agreement shall be performed under the direction and supervision of a registered professional engineer.

SECTION 2. ARCHITECTURAL SERVICES

2.1 Architect shall provide professional services with respect to the Project for the work item and phases outlined in the attached Schedule 1.

2.2 Additionally, Architect shall perform the following:

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

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

(c) Architect's professional responsibility shall comply with the standard of care applicable to the type of engineering and architectural services provided, commensurate with the size, scope, and nature of the Project.

(d) Architect shall be completely responsible for the safety of Architect's employees in the execution of work under this Agreement, shall provide all necessary safety equipment for said employees, and shall hold harmless and indemnify and defend Owner from any and all claims, suits, loss, or injury to Architect's employees.

(e) Architect acknowledges that, due to the nature of architectural, design, 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 Architect assigns principal responsibility for services performed under this Agreement. Consequently, Architect represents that Architect has selected and intends to employ or assign the key personnel and consultants identified in Schedule 4 - "Identification of Personnel, Subcontractors, and Task Responsibility", attached hereto for the Project assignments and areas of responsibility stated therein. Within 10 days of execution of this Agreement, 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 Architect will employ alternate personnel for such function or reassign such responsibility to another to whom Owner has no reasonable objection. Thereafter, Architect shall not assign or reassign Project work to any person to whom Owner has reasonable objection.

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

(f) Promptly after execution of this Agreement and upon receipt of authorization from Owner to proceed, Architect shall submit to Owner for approval a schedule showing the order in which Architect 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 Architect will not be responsible for delays beyond his control. The Schedule shall not be materially different than the Project Schedule attached hereto and labelled Schedule 3.

(g) Before undertaking any work which Architect considers beyond or in addition to the scope of work and services which Architect has contractually agreed to perform under the terms of this Agreement, Architect shall advise Owner in writing (i) that Architect considers the work beyond the scope of this

Agreement, (ii) the reasons the Architect believes the out of scope or additional work should be performed, and (iii) a reasonable estimate of the cost of such work. Architect 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 Architect shall be compensated for his direct costs and professional time at the rates set forth in Schedule 2 - "Fee Schedule".

SECTION 3. OWNER'S RESPONSIBILITIES

3.1 Owner shall:

(a) Designate a representative to whom all communications from Architect 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 Architect 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 Architect 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. Architect shall be entitled to rely on the accuracy and completeness of all such information.

(d) Assist in arranging for Architect to have access to enter private and public property as required for Architect to perform his services.

(e) Examine all studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Architect, and render written decisions pertaining thereto within a reasonable time. The Owner's approval of Drawings, design, Specifications, reports and incidental work or materials furnished hereunder shall not in any way relieve the Architect 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 Architect, obtain required approvals and permits for the Project. The Architect shall provide all supportive documents and exhibits necessary for obtaining said approvals and permits.

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

(h) Owner shall perform its obligations and render decisions within a reasonable time under the presented circumstances. However, given the nature of Owner's internal organization and requirements, a period of 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

Subject to the requirements of above Section 2.2(f), Architect's obligation to render services shall continue for such period of time as may reasonably be required for completion of the work contemplated in Schedule 1 – “Scope of Services” and Section 1 of this Agreement.

SECTION 5. PAYMENT

5.1 Owner will pay to Architect as full compensation for Grand Total Base Bid and Alternates 1, 2, and 3 as required to be performed by Architect under this Agreement, except for services for additional work or work beyond the scope of this Agreement, an amount not to exceed $1,209,246.00 in the aggregate, and not to exceed those maximum amounts set forth in Schedule 2 - "Fee Schedule" and computed in accordance with this Section. In addition, the maximum amount of compensation for any phase and work item shall not exceed the amount specified in Schedule 2 for such phase and work item.

5.2 Architect 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 Architect for the amount of the application within 40 days of the date of billing, provided that sufficient documentation has been furnished, and further provided that Owner will not be required to pay more than 90% of the maximum amount unless the Architect's services on the Project phases and work item for which this Agreement is applicable have been completed to Owner's reasonable satisfaction and all required Architect submittals have been provided. The Owner will not withhold retainage on invoicing by the Architect.

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 Schedule 2 - "Fee Schedule."

5.4 No separate or additional payment shall be made for profit, overhead, local telephone expenses, lodging, routine photocopying, computer time, secretarial or clerical time or similar expenses unless otherwise provided and listed in Schedule 2 - "Fee Schedule."

5.5 No compensation shall be paid to Architect for services required and expenditures incurred in correcting Architect's mistakes or negligence.

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

SECTION 6. TERMINATION

6.1 Owner reserves the right to terminate this Agreement and Architect's performance hereunder, at any time upon written notice, either for cause or for convenience. Upon such termination, Architect and its subcontractors shall cease all work and stop incurring expenses, and upon full payment to Architect for services rendered, shall promptly deliver to Client all data, drawings, specifications, reports, plans, calculations, summaries and all other information, documents, work product and materials as Architect 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 Architect, Architect shall be paid at the rates specified in Schedule 2 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 Architect or Client. In no event shall payment to Architect upon termination exceed the maximum compensation provided for complete performance in Section 3(a).

6.3 In the event termination of this Agreement or Architect's services is for breach of this Agreement by Architect, or for other fault of Architect including but not limited to any failure to timely proceed with work, or to pay its employees and Architects, 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, Architect'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 and reimbursable expenses reasonably incurred, prior to date of termination.

6.4 Architect's professional responsibility for its completed work and services shall survive any termination.

SECTION 7. GENERAL PROVISIONS

7.1 Ownership of Documents and Advertising.

(a) Ownership of Documents. All designs, Drawings, Specifications, technical data, and other documents or instruments procured or produced by the Architect in the performance of this Agreement shall be the sole property of the Owner and the Owner is vested with all rights therein of whatever kind and however created, whether created by common law, statutory law, or by equity. The Architect 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 Architect, Owner shall hold harmless and indemnify Architect from all loss, claims, injury, and judgments arising from the use of such designs, Drawings or Specifications for such other project.

(b) Advertising. Unless specifically approved in advance in writing by Owner, Architect shall not include representations of the Project in any advertising or promotional materials, except for accurate statements contained in resumes or curriculum vitae of Architect's employees. If Architect wishes to include representations in advertising or promotional materials, it shall submit a draft of same and printer's proof of the proposed advertising or promotional materials to the Owner for prior review and shall not publish or distribute same unless written approval of the materials is first obtained.

7.2 Insurance and Indemnity.

(a) Architect 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 Architect shall obtain and keep in force is as follows:

(i) Workers' Compensation Insurance complying with statutory requirements in Colorado and in any other state or states where the work is performed.

(ii) Commercial General Liability Insurance. The Consultant shall secure and maintain during the period of this agreement/contract and for such additional time as work on the project is being performed, Commercial General Liability Insurance issued to and covering the liability of the Consultant with respect to all work performed by him and all his subcontractors under the agreement/ contract, to be written on a comprehensive policy form. This insurance shall be written in amounts not less than $1,000,000 for each occurrence and aggregate for personal injury including death and bodily injury and $1,000,000 for each occurrence and aggregate for property damage. This policy of insurance shall name the City of Pueblo, its agents, officers and employees as additional insureds. This policy shall have all necessary endorsements to provide coverage without exclusion for explosion and collapse hazards, underground property damage hazard, blanket contractual coverage, as well as Owner's and Contractor's Protective Liability (OCP) coverage. The policy shall also provide coverage for contractual liability assumed by Consultant under the provisions of the Agreement/Contract, and "Completed Operations and Projects Liability" coverage.

(iii) Professional Liability Insurance with coverage of not less than $1,000,000 and in a form and with a deductible acceptable to owner.

(iv) Comprehensive Automobile Liability Insurance. The Consultant shall procure and maintain during the period of the agreement/contract and for such additional time as work on the

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

(c) Architect agrees to hold harmless and indemnify Owner from and against any liability to third parties, arising out of negligent acts, errors or omissions of Architect, his employees, subcontractors, and consultants. The hold harmless and indemnification obligation herein shall be covered by Architect's Professional Liability Insurance and shall include payment and reimbursement of costs of defense with respect to any liability to third parties, arising out of negligent acts, errors or omissions of Architect, 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 Architect 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 at City of Pueblo, Department of Public Works, Attn: Andrew Hayes, Director, 211 E. "D" Street, Pueblo, CO 81003 or to the Architect at Allred & Associates, Attn: Brent Allred, Owner, 580 Burbank Street, Suite 125, Broomfield, CO 80020. Either party may change their business 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 Architect respecting the Project, and any other written or oral agreement or representation respecting the Project or the duties of either the Owner or the Architect 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 Schedule or attachment to this Agreement, the provision in this Agreement shall control and supersede the conflicting provision in the Schedule or attachment. Any inconsistent resolution provision in any attachment to this Agreement shall be void.

7.5 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 Architect may be assigned by him without the written consent of the Owner. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the parties hereto, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person or entity on such Agreement. It is the express intention of the parties hereto that any person or entity, other than the parties to this Agreement, receiving services or benefits under this Agreement shall be deemed to be incidental beneficiaries only.

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 Architect 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, Architect shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, disability, or age. Architect 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 2.6 of this Agreement not be severable, and that if any provision of said section be determined to be contrary to law or the terms of any federal grant, then this entire Agreement shall be void.

7.10 Appropriations. Subject to 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 Architect 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 Architect 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, Architect agrees to be bound by all such mandatory federal requirements, irrespective of Architect's actual knowledge or lack of knowledge of such requirements prior to execution of this Agreement.

7.12 Access to Property Not Under Owner's Control. Architect acknowledges that the Project may require access to property not under the control of Owner at the time of execution of this Agreement. Architect and Architect's employees and consultants shall, at Architect's expense, obtain all additional necessary approvals and clearances required for access to such property. Owner shall assist Architect in obtaining access to such property at reasonable times but make no warranty or representation whatsoever regarding access to such property. Architect understands and agrees that entry to properties not under Owner's control may require Architect to comply with the terms of separate access agreements to be negotiated hereafter with owners of such property.

SECTION 8. DISPUTES

8.1 Any dispute or disagreement between Architect and Owner arising from or relating to this Agreement or Architect's services or right to payment hereunder shall be determined and decided by the Owner's Director of Public Works whose written decision shall be final and binding unless judicial review is sought in a Colorado Court of competent jurisdiction located in Pueblo County, Colorado, pursuant to Rule 106, C.R.C.P.

8.2 Pending resolution of any dispute or disagreement, or judicial review, Architect shall proceed diligently with performance of his work under this Agreement as long as Owner continues to pay Architect for services rendered which are not subject to dispute of disagreement under this Section.

SECTION 9. SCHEDULES

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

Schedule 1 - "Scope of Services" consisting of 5 pages.
Schedule 2 - "Fee Schedule" consisting of 3 pages.
Schedule 3 - "Project Schedule" consisting of 2 pages.
Schedule 4 - "Identification of Personnel, Subcontractors, and Task Responsibility" consisting of 19 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 Architect therefore, will use his or her reasonable professional efforts to implement applicable ADA requirements and other federal, state, and local laws, rules codes, ordinances and regulations as they apply to the Project.

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

(a) At or prior to the time for execution of this Contract, Architect 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 Architect 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) Architect 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 Architect 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 Architect 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 Architect 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 Architect shall be required to:

A. Notify the subcontractor and the Purchasing Agent of the City within three (3) days that the Architect 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 Architect 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 Architect 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 Architect shall constitute a breach of the agreement and grounds for termination. In the event of such termination, the Architect shall be liable for City's actual and consequential damages.

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

SECTION 12. ELECTRONIC SIGNATURE

This Agreement and all other documents contemplated hereunder may be executed using electronic signatures with delivery via facsimile transmission, by scanning and transmission of electronic files in Portable Document Format (PDF) or other readily available file format, or by copy transmitted via email, or by other electronic means and in one

or more counterparts, each of which shall be: (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. PERA LIABILITY

The Architect 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 Architect shall fill out the Colorado PERA Questionnaire and submit the completed form to City as part of the signed Agreement.

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

CITY OF PUEBLO, A MUNICIPAL CORPORATION

By_____
Naomi Hedden, Director of Purchasing

ALLRED & ASSOCIATES

By_____
Brent Allred, Owner

Attest_____
Marisa Stoller, City Clerk

[S E A L]

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

_____
Laura Solano, Chief of Staff

APPROVED AS TO FORM:

_____
Daniel Kogovsek, City Attorney

Attachments:

Schedule 1 - Scope of Services
Schedule 2 - Fee Schedule
Schedule 3 - Project Schedule
Schedule 4 - Identification of Personnel, Subcontractors, and Task Responsibility

SCHEDULE 1

Scope of Services

Excerpt from Request for Proposal dated March 9, 2022, Section 2 and Addendum No. 1 dated March 25, 2022

2.1 Objective

The City seeks a design that will promote efficiency and convenience in operation. The budget for the construction of Fire Station 6 is approximately $5,000,000.

All three (3) stations are manned 24 hours a day (with three 24-hour rotating shifts). Each station, during each shift, will initially house four (4) firefighters with the possibility of expanding to a staff of eight (8) in the future. The anticipated size of each proposed fire station is between 8,000 to 12,000 square feet. Each station shall include storage and use area for fire equipment (Part A), living quarters (Part B), additional areas (Part C), and property requirements (Part D).

Part A - Storage and use area for fire equipment:

- Two (2) apparatus bays for ladder trucks
- Additional truck bay (for an over-sized standard vehicle like a brush truck)
- Decontamination room
- Storage for truck supplies, cleaning supplies, and bunker storage
- Cleaning and storage area for PPE
- Hot and cold zones for decontamination
- Hose cleaning area with adequately sized floor drains

Part B – Living quarters for all shift personnel:

- A fully operational kitchen with refrigerator and pantry for each of the three (3) shifts
- Dormitory (or clustered sleeping rooms) with storage and desk space
- Bathroom and shower facilities with individual lockers
- Day room
- Dining space
- Two (2) offices
- A workout facility (indoor with outdoor area)
- Storage for food,
- Janitor's closet,
- Laundry facilities (separate for clean and dirty/decontamination)
- Workshop with hand tool storage, work bench, etc
- IT server and mechanical space
- Fenced back yard with a covered patio and garden area

Part C – Additional areas:

- Community room for conference or training with separate public access and ADA accessible male & female restrooms
- Medical supply storage
- Outdoor equipment/maintenance storage

Part D – Property requirements:

- Backup power with automatic transfer switch
- Parking for staff and public
- Exhaust removal system

2.2 Scope of Service

In general, the design consultant shall electronically submit plans for review to the City at the preliminary design, design development and construction documents phases including technical specifications and estimates. The design consultant will also be required to submit the necessary number of sets, in the required format, for the building permit review/approval.

The consultant and staff shall meet at least once a week during the preliminary (schematic) design phase, and at least every two weeks thereafter, to discuss the progress of the project; this shall remain in effect for the duration of the design process and will end once the plans have been approved by the City. More frequent meetings may be required in the early stages of the project to ensure project needs are being met.

The consultant shall provide meeting minutes within five (5) working days of each meeting for review and comment. Cost estimates shall be submitted to serve as an on-going basis for budget development. The estimate shall be refined with each milestone submittal: 100% preliminary (schematic) design and 100% design development.

Net Zero options shall be considered in the design; however, if incorporating Net Zero involves additional architectural fees, then the proposal must quantify the amount in the fees section of their proposal (Bid Alternate 1).

The consultant will be required to provide all professional services in the completion of the City of Pueblo Fire Station project consisting of, but not limited to the following:

2.2.1 Preliminary (Schematic) Design Phase

- Hold a kick-off meeting with appropriate City staff, including the Fire Department, to discuss project approach and features of the new station design requirements.

- Prepare a project schedule and kick-off meeting minutes.

- The City will provide the design survey, with boundary and contours, geotechnical report and Phase 1 environmental study.

- Prepare preliminary design plans that adequately meet the requirements listed in Section 1.3 and the needs provided by the City staff.

- Provide a minimum of two (2) alternatives of each of the following: building layout with schematic dimensioned floor plans; building elevations demonstrating architectural styles; and site designs depicting parking layouts, landscaping, utility layout, pedestrian and vehicle circulation.

- Present alternatives to the Owner for review, comment and approval

- Anticipated Preliminary (Schematic) Design Phase Deliverables
  1. Preliminary building plans

  2. Preliminary Site Plans:
     - Grading
     - Noted area for site detention
     - Preliminary building footprint
     - Off-site improvements
     - Stormwater compliance documentation
     - Landscaping

  3. Cost estimate

2.2.2 Design Development Phase

- The consultant team shall refine design of floor plan, building elevations, and site plan for presentation at a public meeting.

- Presentation materials shall be provided by the consultant in colored plans, perspective renderings and as necessary to effectively disseminate information at the public meeting.

- Organize, attend, and facilitate a public meeting to present the preliminary design.

- The City of Pueblo will provide the meeting locations and will advertise the meetings.

- Unless restricted by COVID, the public meeting shall be in person.

o The structural system and the building mechanical, plumbing and electrical systems will be developed consistent with the design concept.

o The Consultant shall coordinate with appropriate City staff, systems for phone/data/cable, station alerting requirements, interior material and color board and will develop preliminary fixture and furniture selections.

o The site plan design should demonstrate all required specifics including but not limited to, grading and erosion control, landscaping and irrigation, all applicable utilities, including telecommunications, parking, ingress/egress, all existing features that border the site, ADA access, etc.

o The building design should demonstrate all required specifics including but not limited to; location (horizontally and vertically) on the site, foundation type and design – including details, detailed and dimensioned floor plan, detailed building elevations, building cross sections, typical wall sections, detailed wall sections, plans and details of the mechanical (HVAC), plumbing and electrical (including telecommunications) systems, and all construction materials, furnishings and fixtures.

o Present design to the Owner for review, comment and approval at 100% design development.

o A construction cost estimate based on actual building components at 100% design development shall be presented which will be more detailed than the systems estimate prepared during the preliminary design phase.

o Make presentations to the City Planning Commission and the City Council.

o Anticipated Design Development Deliverables

1. Building plans:
   - Building elevations
   - Floor plans
   - Preliminary MEP plans
   - Preliminary structural plans

2. Site Plans noting:
   - Grading
   - Utility locations and connection points
   - Stormwater compliance plan and studies
   - Off-site improvements including street, curb and gutter, sidewalk and ADA ramp improvements
   - Landscaping and irrigation
   - Cost Estimate

2.2.3 Construction Documents

o The Consultant shall prepare documents for construction including Plans, Specifications and Estimates (PS&E) based on the approved Design Development elements suitable for bidding.

o Submittals for City review and comment will be at 50%

- The set of documents shall be sufficient for City of Pueblo to solicit bids and to apply for permitting.

- Once all approvals have been obtained, hard copies of all plans, specifications, reports and estimates shall be provided for final signatures and permits.

- Construction Documents will incorporate Geotechnical requirements and recommendations for soils preparation, foundation and paving design.

- Submit plans to the City and Pueblo Regional Building Department for plan review and perform all required revisions to construction documents based on each reviewing agency and Department's comments.

- Final selection of materials and equipment shall be closely coordinated with the City's project manager, City building maintenance and Fire Departments representative.

- Meet with City staff to review final design and construction documents.

- The Drawings and Specifications shall comply with National Fire Protection Association (NFPA), and 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.

- Digital project files shall be provided in both PDF and native formats (AutoCAD/REVIT, Word, Excel, etc.) prior to final payment release.

- Anticipated Deliverables for Construction Documents Phase
  1. Building Plans
     - Floor plans
     - Building elevations
     - Structural Plans
     - MEP Plans

  2. Site Plans
     - Grading plan
     - Utility locations and connection points
     - Stormwater Compliance Plans and Studies
     - Off-site Improvement Plans
     - Landscaping and irrigation

  3. Technical Specifications

2.2.4 Bidding Phase

- The City will develop bidding materials including invitation to bid, instructions to bidders, and other forms and supplements required by the City as necessary to ensure that prospective bidders are fully informed as to construction and materials requirements.

- Attend the pre-bid meeting and provide necessary information for issuance of addendums to the contract documents.

- Participate in a pre-bid walkthrough at the site with interested contractors and interpret and clarify contract documents for bidders.

- During the bidding period, the selected firm will respond to requests for information from bidders, and coordinate with the City for responses and required modifications. Any approved modifications to the bidding documents will be issued by Addendum by the City.

2.2.5 Construction Services Phase

Provide all customary services necessary to provide Post Construction Award Services (PCAS) for the Fire Station 6 construction.

- Attend Pre-Construction Meeting.
- Respond to contractor requests for information, review submittals, and review applications for payment.
- Review and approval of submittal and shop drawings
- Interpretation of contract document and responding to RFIs
- The City does not expect the scope of the construction to warrant a continuous on-site presence; however, the selected firm should plan on at least weekly project progress meetings, with the City and general contractor, and other meetings or site visits as needed to review work progress and verify work is proceeding in accordance with construction documents. Attendance at the weekly construction meetings may be periodically virtual; however, in-person attendance will be required upon request.
- Provide observations related to, but not limited to:
    - Foundations
    - Dry-in
    - Fire suppression systems certification
    - Finishes
    - Mechanical systems, TAB, and commissioning
    - Final acceptance
- Generate punch list and certify that all works are completed in accordance with contract documents.
- Verify as-built drawings at end of the project noting all approved field changes. As-built documents will be electronically updated in AutoCAD/Revit by the design team & consultants and be issued to the owner for use on future projects subject to release of liability.

SCHEDULE 2

Fee Schedule

Summary of Bidder's Proposed Fee Schedule submitted April 12, 2022
And Excerpt from Bidder's Proposal for Reimbursable Expenses and Rates as submitted April 12, 2022

BID: 22-010 RFP - Architectural and Consulting Services for Fire Stations 6, 8 and 11

		Allred & Associates				
		Preliminary Design Phase	Design Development	Construction Documents	Bidding and Negotiation Phase	Construction Administration Phase
Work Item						
Base	Base Building Design	$ 70,000.00	$ 100,000.00	$ 145,000.00		
Base	Complete Plans, Specifications and Estimating Station 6	$ 25,000.00	$ 28,600.00	$ 55,646.00	$ 20,000.00	$ 97,000.00
Alt 1	Net Zero	$ 49,000.00	$ 32,000.00	$ 42,000.00		-
Alt 2	Complete Plans, Specifications and Estimating Station 8	$ 41,000.00	$ 37,000.00	$ 60,000.00	$ 20,000.00	$ 97,000.00
Alt 3	Complete Plans, Specifications and Estimating Station 11	$ 41,000.00	$ 37,000.00	$ 94,000.00	$ 21,000.00	$ 97,000.00
Grand Total Base Bid + Alternates 1, 2, and 3				$1,209,246.00		

REIMBURSABLE EXPENSES:

Breakdown of charges are shown below.

- REIMBURSABLE OUT-SOURCED SERVICES:
- Printing: Xerox Large Scale Drawings per cost
- Courier: $10 to $60 per courier
- Overnight Mail: $12 to $75 per letter
- Copying: .06 per page
- Mileage miles @ .585 / mile
  Mail: per postage

- REIMBURSABLE IN-HOUSE SERVICES:
- Copying:
- 8 ½ x 11 $.10 per page
- 8 ½ x 14 $.20 per page
- 11 x 17 $.25 per page
- Printing: (B/W)
- 8 ½ x 11 $.15 per page
- 8 ½ x 14 $.20 per page
- 11 x 17 $.30 per page
- Printing: (Color)
- 8 ½ x 11 $1.00 per page
- 11 x 17 $2.00 per page
- Large Scale Plotting: $.50 per square foot

- Additional Trip Charges beyond those specified above are $950

RATES:

Allred & Associates - Architects

- Principal/Senior Designer $165 per hour
- Project Manager $155 per hour
- Project Architect $145 per hour
- Studio Lead/Interior Designer $130 per hour
- CAD: $100 per hour
- Administrative: $65 per hour

Leffler Group

- Principal/Senior Designer $235 per hour
- Project Manager $155 per hour
- Project Architect $140 per hour
- Studio Lead/Interior Designer $130 per hour
- CAD: $110 per hour
- Administrative: $75 per hour

Farris Engineering - MEP

- Principal/LEED AP $240 per hour
- Project Manager $180 per hour
- Mech / Elec Engineer $155 per hour
- Fire Protection Engineer $155 per hour
- Mech Designer $130 per hour
- Administration $110 per hour

Meuran Design Group - Landscape

- Principal $155 per hour
- Landscape Architect $120 per hour
- Clerical $85 per hour

LVI – Low Voltage Alert/Security

- Owner $115 per hour
- Designer $95 per hour

Schedule 3

Project Schedule

Excerpt from Submitted Proposal dated April 12, 2022, pages 59-60

1.8 PROJECT WORK SCHEDULE

Each station can run either concurrently or sequentially with the others

BASIS OF DESIGN STATION 6

PROGRAMING	PHASE IA	2 WEEKS	29 WEEKS
CITY REVIEW		2 WEEKS	
SCHEMATIC DESIGN	PHASE IB	5 WEEKS +3 weeks	
CITY REVIEW		2 WEEKS	
DESIGN DEVELOPMENT	PHASE II	4 WEEKS +3 weeks	
1ST PLANNING SUBMITTAL REVIEW		3 WEEKS	
CITY REVIEW		2 WEEKS	
CONSTRUCTION DOCUMENTS	PHASE III	6 WEEKS	
2ND PLANNING SUBMITTAL REVIEW		3 WEEKS	
WATER & SEWER REVIEW		3 WEEKS	
CITY REVIEW		2 WEEKS	
BIDDING AND NEGOTIATION	PHASE IV	4 WEEKS	
PERMITTING		4 WEEKS	
FINAL PLANNING APPROVAL		3 WEEKS	
CONSTRUCTION ADMINISTRATION	PHASE V	10 MONTHS	45 WEEKS + 6 Weeks

STATION 8

PROGRAMING	PHASE IA	0 WEEK	13 WEEKS
CITY REVIEW		0 WEEKS	
SCHEMATIC DESIGN	PHASE IB	1 WEEKS	
CITY REVIEW		2 WEEKS	
DESIGN DEVELOPMENT	PHASE II	2 WEEKS	
1ST PLANNING SUBMITTAL REVIEW		1 WEEKS	
CITY REVIEW		2 WEEKS	
CONSTRUCTION DOCUMENTS	PHASE III	3 WEEKS	
2ND PLANNING SUBMITTAL REVIEW		3 WEEKS	

WATER & SEWER REVIEW		3 WEEKS	
CITY REVIEW		2 WEEKS	
BIDDING AND NEGOTIATION	PHASE IV	4 WEEKS	
PERMITTING		4 WEEKS	
FINAL PLANNING APPROVAL		3 WEEKS	
CONSTRUCTION ADMINISTRATION	PHASE V	10 MONTHS	45 WEEKS

STATION 11

PROGRAMING	PHASE IA	0 WEEKS	13 WEEKS
CITY REVIEW		0 WEEKS	
SCHEMATIC DESIGN	PHASE IB	1 WEEKS	
CITY REVIEW		2 WEEKS	
DESIGN DEVELOPMENT	PHASE II	2 WEEKS	
1ST PLANNING SUBMITTAL REVIEW		1 WEEKS	
CITY REVIEW		2 WEEKS	
CONSTRUCTION DOCUMENTS	PHASE III	3 WEEKS	
2ND PLANNING SUBMITTAL REVIEW		3 WEEKS	
WATER & SEWER REVIEW		3 WEEKS	
CITY REVIEW		2 WEEKS	
BIDDING AND NEGOTIATION	PHASE IV	4 WEEKS	
PERMITTING		4 WEEKS	
FINAL PLANNING APPROVAL		3 WEEKS	
CONSTRUCTION ADMINISTRATION	PHASE V	10 MONTHS	45 WEEKS

Schedule 4

Identification of Personnel, Subcontractors, and Task Responsibility

Excerpt from Submitted Proposal dated April 12, 2022, pages 31 - 48



Brent McKay Allred AIA.

Principal / Team Leader
LEED AP

Professional Education:
Bachelor of Science - Architecture, California Polytechnic State University, San Luis Obispo, CA. 1983
International / Languages: Japanese language and Japanese culture.

Registered Architect
State of Colorado 2009- Active
State of Wyoming 2009 - Active
State of California 2007 – Active
State of New Mexico 2016 – Active
State of Arkansas 2015 – Active

Affiliations:
Member of American Institute of Architects
Member of Nation Council of Architectural Registration Boards

Professional
Brent Allred is a registered Architect with strong design background in commercial architecture. As principal at Allred & Associates, he is responsible for coordinating a team of architects, engineers, planners, and landscape architects to produce unique, functional, and feasible solutions for a variety of project types. His unique background provides the opportunity for converting design into construction that ultimately achieves the owner's goals fiscally, functionally and aesthetically.

Greater Brighton Fire Protection District Administration and Museum – Lead Designer, April 2021 – In Progress. Currently working with the district to prepare for planning.
Fredrick Firestone Fire Barefoot Lakes Station – Lead Designer, November 2021 – In Progress. Currently working with the district to procure bonding.
Fredrick Firestone Fire Station #5 – Lead Designer, November 2020 – In Progress. Currently working with the city planning department concerning planning and entitlements.
Canon City Fire District Station #2 Remodel – Lead Designer, November 2020 – In Progress. Currently working with staff to complete programmatic requirements and to provide construction documentation.
Canon City Fire District Station #1 Remodel – Lead Designer, November 2020 – In Progress. Currently working with staff to complete programmatic requirements and to provide construction documentation.
Canon City Fire District Station #3 – Lead Designer, November 2020 – In progress. Currently under construction.
911 Adcom Services Headquarters – Lead Designer, November 2020 – In progress. Currently working with the City Building Departmnet towards obtaining a building permit.
South Adams County Fire District Station #1 Remodel – Lead Designer, July 2021- In progress. Currently working with the City Planning Department and Building Department towards approvals.
Windsor Severance Fire Rescue Station #4 - Lead Designer, February 2020 – In Progress. Currently working with the fire fighter staff, Elder Construction, and owner representative Webmer to coordinated construction administration for the new fire station.
North Metro Fire Rescue District Station #61 - Lead Designer, February 2020 – In Progress. Currently under construction.
Arvada Fire Protection District Fire Station #3 – Lead Designer, February 2020 – In Progress. Currently under construction.
Arvada Fire Protection District Fire Station #9 – Lead Designer, February 2020 – In Progress. Currently under construction.
North Metro Fire Rescue District Station #62 – Lead Designer, January 2020 – 2021. This project includes a complete remodel to an existing Fire Station to include new bunk rooms, day room, dining, fitness and to the apparatus bays.
Greater Brighton Fire Protection District Station #51 – Lead Designer, November 2019 – 2020 Complete. This project includes a complete remodel to an existing two-story Fire Station to include new bunk rooms, day room, dining, fitness and to the apparatus bays.

Fort Lupton Fire District Station #3 – Lead Designer, October 2019 – 2021. This project is a new 16,000 square foot fire station to include 8 bunk rooms, day room, dining, fitness and a 3 bay drive through apparatus bays.

City of Thornton Fire Station #1 & Administration – Lead Designer, May 2018 – 2021. Completed Design Build project providing a new 26,000 square foot fire station and second floor administration for the fire department.

City of Thornton Fire Station #1 & Administration – Lead Designer, May 2018 – Under Construction. Project is under construction as a Design Build providing a new 26,000 square foot fire station and second floor administration for the fire department.

Adams County Fire Protection District Station #11 – Project Manager, January 2017 – September 2019. Providing a new 30,000 square foot fire station to include an antique truck display, board room/classroom, kitchen, day room, four offices, twelve bunk rooms, toilet rooms, office and five drive through bays.

Adams County Fire Protection District Administration Renovation – Lead Designer, December 2015 – Current. Renovating an existing training center to the new administration building for the district. Renovation include a new site work to identify the building entrance, vestibule/reception area, conference rooms, kitchen, and individual offices for staff.

Fort Lupton Fire Protection District Administration Renovation – Lead Designer, November 2015 – Current. Renovating the existing administration offices to a new state of the art facility with an identifiable entrance off of the public street. Renovation include a new site work to identify the building entrance, vestibule/reception area, conference rooms, kitchen, individual offices for staff, and a display area for the current model T fire truck for public viewing.

Adams County Fire Protection District Station #12– Lead Designer, December 2015 – Current. Renovating an existing two story fire station to include a new kitchen, finishes to all first floor spaces, reconfiguring the second floor bunk rooms to meet the current district standards and providing a new stair from the second floor bunk rooms directly to the apparatus bays.

Greater Brighton Fire Protection District Station #52 LEED Certified – Lead Designer, March 2015 – Current. Providing a new 18,000 square foot LEED Silver fire station to include a kitchen, day room, four offices, ten bunk rooms, toilet rooms, and four drive through bays. Assisted the District with obtaining grant funding.

South Adams County Fire District Station #4 – Lead Designer, January 2015 – Current. The existing fire station is being demolished for a new two story three bay fire station to meet the current fire fighters daily requirements. Unique to this station is that the bunkrooms are located on the first floor with the dayroom, dining room, kitchen and fitness room on the second floor per the owners request to reduce fire fighter injuries during evening calls.

City of Thornton Fire Station #2 – Lead Designer, May 2014 – November 2014. This project involved a new fitness room addition and the renovation of the existing fitness room to bunk rooms to meet the current fire fighters daily requirements.

Arvada Fire Protection District Fire Station #4 – Lead Designer, September 2012 – May 2014. This project involved a complete renovation of the existing fire station interiors to meet the current fire fighter daily requirements and a building addition that includes eight bunk rooms, a bunker gear room, and a storage room.

City of Boulder Fire Department Wildland Administration/ Fire Station LEED Silver certified – Lead Designer, September 2012 – February 2015. This project is currently in the design phase for a new 12,000 square foot wildland fire station adjacent to their regional fire training center. The project includes two apparatus bays, eight bunk rooms, four offices, and each of the associated amenities of a fire station.

Windsor Severance Fire Rescue Station #2 – Lead Designer, October 2012 – November 2013. This project involved a new 9,500 square foot, 1.5 million dollar station. The project includes two tandem drive through apparatus bays with a second floor mechanical room, a decontamination room, and an exercise room. The apparatus bays separate the bunkroom sleeping quarters from the public entrance and daily activities spaces for the fire fighters.

Arvada Fire Protection District Maintenance Facility – Lead Designer, May 2013 – July 2014. This project involved a new three bay drive through with a second floor mezzanine, two offices, locker rooms, kitchen, and compressor room to replace the current outdated maintenance facility located in an old fire station.

Greater Brighton Fire Protection District Station Existing #52 – Lead Designer, March – April 2013. With the construction of the new fire station #52, the existing station will become the maintenance and training building. Initial plans and a cost estimate has been issued to the District for approval and commencement once the new fire station is completed.

Arvada Fire Protection District Fire Station #6 – Lead Designer, September 2012 – October 2013. This project involved a second story addition over the existing station apparatus bays that will have thirteen bunk rooms, an office, a day room, a physical fitness room, a laundry room, three individual toilet rooms, and two fire poles that

will direct the fire fighters to the first floor apparatus bays. The existing first floor of the station will be renovated and include both interior and exterior fire fighter training evolutions.

Fort Lupton Fire Protection District Administration/ Station #1 – Lead Designer, December 2011 – October 2013. This project is includes renovations to the existing fire station and an addition that includes a board room/community room, day room dining room, kitchen, two administration offices, laundry room, 10 bunk rooms, and a fitness room.

Arvada Fire Protection District Fire Training Center Interiors – Lead Designer, June 2013 – November 2013. This project involved renovations to the existing women's restrooms and men's locker room, adding a new women's locker room, removing an existing kitchen, and providing a new corridor to the training grounds.

Arvada Fire Protection District Fire Station #5 – Principal in Charge, June 2011 – June 2012. This project involved the renovation of the existing fire station interiors to meet the current fire fighter daily requirements and an building addition that include four bunk rooms, an exercise room, and a storage room.

Wheat Ridge Fire District Fire Station #1 – Lead Designer, July 2012 – October 2012. This project involved the renovation of the second story fire fighter day room, dining room, kitchen, men's and women's bathrooms, two office, laundry room, bunk rooms, and a fire pole that leads the fire fighters to the first floor apparatus bay rather than having to use a set of outdated stairs.

City of Aurora Fire Station #10 – Principal in Charge, November 2010 – August 2012. This project involved the renovation to approximately 5,000 square feet of existing building and a new fitness room addition. The current bunkroom layout was an open plan that did not provide the required privacy or spacial requirements for their current fire fighter personnel and also included a larger kitchen layout, a larger office space, and shared restroom facilities.

North Metro Fire Rescue District Administration Building LEED Gold certified – Principal in Charge, March 2007 – Current. This project involved the relocation of North Metro's fire prevention, headquarters staff, and division chief offices to one centralized administration building in the City and County of Broomfield. This 33,000 square foot, two story building includes a below grade parking garage and utilizes the current exterior materials of the newly completed fire stations along with complementary materials of the adjacent governmental buildings of the City and County of Broomfield. The project also includes an interactive public learning environment.

North Metro Fire Rescue District Renovation Projects – Principal in Charge, October 2006 – January 2011. Project scope involves reviewing existing building conditions, providing recommendations of findings, and providing cost estimates for existing fire stations roof leaks, replacement of concrete aprons, replacement of concrete at apparatus bays, reviewing site grade drainage issues, providing new landscape designs and cost estimates, and reviewing existing floor plans layouts for fire station additions. These existing fire stations include station #61, #63, #65, and the headquarters building.

Arvada Fire Protection District Fire Station #2 – Principal in Charge, May 2009 – November 2011. Working with the City planner, surrounding neighborhoods, and the Arvada Fire District our office coordinated the required planning requirements for City approval and issuance of construction documents. This new fire station was designed per the prototype Stations #7 & #8 and incorporated the following fire fighter training props: ground ladder evolutions, hose advancement and stairwell evolutions, confined space rescue, rappelling, and basket training.

Windsor Severance Fire Rescue Station #3 – Principal in Charge, January 2010 – December 2011. This project is a new 9,500 square foot, 1.7 million dollar station. The project includes two tandem drive through apparatus bays with a second floor mechanical room, a decontamination room, and an exercise room. The apparatus bays separate the bunkroom sleeping quarters from the public entrance and daily activities spaces for the fire fighters.

North Metro Fire Rescue District Fire Station #67 – Principal in Charge, April 2007 – Current. Project scope involved the construction of a drive through three bay, eight-bunk room, 2.0 million dollar fire station located at the western edge of the City and County of Broomfield along the Northwest Parkway.

North Metro Fire Rescue District Station #61 – Principal in Charge, December 2010. This project was developed for review by the North Metro board for acceptance. Two schemes were developed. The first scheme was to renovate the existing building footprint. The second option was to provide a renovation and addition to meet the current fire fighter needs as the station with the most calls.

Arvada Fire Protection District Candelas Training Facility – Principal in Charge, On Hold. The Candelas Training Facility involved working with a developer and the Arvada Fire Protection District to determine the best location and land requirements to build a new training facility within the next five years for Arvada Fire Protection District. This concept design includes a training/classroom facility, a fire station, a residential burn building, a high rise burn building, a confined training space, a trench rescue area, a haz mat prop, a vehicle extrication area and a vehicle skid pad.



Brad R. Bonnet
Project Manager

Professional Education:

Master of Architecture, University of Illinois at Urbana-Champaign
Bachelor of Arts Degree, Knox College, Galesburg, Illinois
LEED Classes, Understanding LEED Project Costs and Returns and Core Concepts and Strategies

Professional Experience:

Brad is experienced in all phases in the field of architecture. Brad's project experience includes both public and private sector projects. His responsibilities include city submittals, schematic design, preparation of construction documents and specifications, bidding, and construction administration of projects. He is proficient in CAD and preparing construction documents that meet the design intent of the owner. Brad is excellent at relationships with clients and contractors and reacts quickly to needs of the Owner. Projects that Brad has been involved include:

Greater Brighton Fire Protection District Administration and Museum – Project manager, April 2021 – In Progress. Currently working with staff to complete programmatic requirements and to prepare for planning.
Fredrick Firestone Fire Barefoot Lakes Station – Project manager, November 2021 – In Progress. Currently working with the district to procure bonding.
Fredrick Firestone Fire Station #5 – Project manager, November 2020 – In Progress. Currently working with the city planning department concerning planning and entitlements.
Canon City Fire District Station #2 Remodel – Project manager, November 2020 – In Progress. Currently working with staff to complete programmatic requirements and to provide construction documentation.
Canon City Fire District Station #1 Remodel – Project manager, November 2020 – In Progress. Currently working with staff to complete programmatic requirements and to provide construction documentation.
Canon City Fire District Station #3 – Project manager, November 2020 – In progress. Currently under construction.
911 Adcom Services Headquarters – Project manager, November 2020 – In progress. Currently working with the City Building Departmnet towards obtaining a building permit.
South Adams County Fire District Station #1 Remodel – Project Manager, July 2021- In progress. Currently working with the City Planning Department and Building Department towards approvals.
Windsor Severance Fire Rescue Station #4 - Project Manager, February 2020 – In Progress. Currently working with the fire fighter staff, Elder Construction, and owner representative Webmer to coordinated construction administration for the new fire station.
North Metro Fire Rescue District Station #61 - Project Manager, February 2020 – In Progress. Currently under construction.
Arvada Fire Protection District Fire Station #3 – Project Manager, February 2020 – In Progress. Currently under construction.
Arvada Fire Protection District Fire Station #9 – Project Manager, February 2020 – In Progress. Currently under construction.
North Metro Fire Rescue District Station #62 – Project Manager, January 2020 – 2021. This project includes a complete remodel to an existing Fire Station to include new bunk rooms, day room, dining, fitness and to the apparatus bays.
Greater Brighton Fire Protection District Station #51 – Project Manager, November 2019 – 2020 Complete. This project includes a complete remodel to an existing two-story Fire Station to include new bunk rooms, day room, dining, fitness and to the apparatus bays.
Fort Lupton Fire District Station #3 – Project Manager, October 2019 – 2021. This project is a new 16,000 square foot fire station to include 8 bunk rooms, day room, dining, fitness and a 3 bay drive through apparatus bays.
City of Thornton Fire Station #1 & Administration – Project Manager, May 2018 – 2021. Completed Design Build project providing a new 26,000 square foot fire station and second floor administration for the fire department.
North Metro Fire Rescue District Station #63 – Project Manager, April 2016 – April 2018. This project included a complete remodel and addition to an existing Fire Station to include new bunk rooms, day room, dining, fitness and two apparatus bays.

Adams County Fire Protection District Station #11 – Project Manager, January 2017 – September 2019. Providing a new 30,000 square foot fire station to include an antique truck display, board room/classroom, kitchen, day room, four offices, twelve bunk rooms, toilet rooms, office and five drive through bays.

Adams County Fire Protection District Administration Renovation – Project Manager, December 2015 – June 2017. Renovating an existing training center to the new administration building for the district. Renovation include a new site work to identify the building entrance, vestibule/reception area, conference rooms, kitchen, and individual offices for staff.

South Adams County Fire District Station #2 Remodel – Project Manager, August 2016 – July 2017. The existing fire station was completely remodeled to include new bunkrooms, dayroom, dining room, kitchen, apparatus bays & mezzanine.

Fort Lupton Fire Protection District Administration Renovation – Project Manager, November 2015 – May 2017. Renovating the existing administration offices to a new state of the art facility with an identifiable entrance off of the public street. Renovation include a new site work to identify the building entrance, vestibule/reception area, conference rooms, kitchen, individual offices for staff, and a display area for the current model T fire truck for public viewing.

Adams County Fire Protection District Station #12– Project Manager, December 2015 – January 2017. Renovating an existing two-story fire station to include a new kitchen, finishes to all first-floor spaces, reconfiguring the second-floor bunk rooms to meet the current district standards and providing a new stair from the second-floor bunk rooms directly to the apparatus bays.

Greater Brighton Fire Protection District Station #52 LEED Certified – Project Manager, March 2015 – July 2017. Providing a new 18,000 square foot LEED Silver fire station to include a kitchen, day room, four offices, ten bunk rooms, toilet rooms, and four drive through bays. Assisted the District with obtaining grant funding.

South Adams County Fire District Station #4 – Project Manager, January 2015 – June 2016. The existing fire station was demolished for a new two story three bay fire station to meet the current fire fighters daily requirements. Unique to this station is that the bunkrooms are located on the first floor with the dayroom, dining room, kitchen and fitness room on the second floor per the owners request to reduce fire fighter injuries during evening calls.

City of Thornton Fire Station #2 – Project Manager, May 2014 – November 2014. This project involved a new fitness room addition and the renovation of the existing fitness room to bunk rooms to meet the current fire fighters daily requirements.

Arvada Fire Protection District Fire Station #4 – Project Manager, September 2012 – May 2014. This project involved a complete renovation of the existing fire station interiors to meet the current fire fighter daily requirements and a building addition that includes eight bunk rooms, a bunker gear room, and a storage room.

City of Boulder Fire Department Wildland Administration/ Fire Station LEED Silver certified – Project Manager, September 2012 – February 2015. This project is a new 12,000 square foot wildland fire station adjacent to their regional fire training center. The project includes two apparatus bays, eight bunk rooms, four offices, and each of the associated amenities of a fire station.

Windsor Severance Fire Rescue Station #2 – Project Manager, October 2012 – November 2013. This project is a new 9,500 square foot, 1.5 million dollar station. The project includes two tandem drive through apparatus bays with a second-floor mechanical room, a decontamination room, and an exercise room. The apparatus bays separate the bunkroom sleeping quarters from the public entrance and daily activities spaces for the fire fighters.

Arvada Fire Protection District Maintenance Facility– Project Manager, May 2013 – July 2014. This project involved a new three bay drive through with a second-floor mezzanine, two offices, locker rooms, kitchen, and compressor room to replace the current outdated maintenance facility located in an old fire station.

Greater Brighton Fire Protection District Station Existing #52 – Project Manager, March – April 2013. With the construction of the new fire station #52, the existing station will become the maintenance and training building. Initial plans and a cost estimate have been issued to the District for approval and commencement once the new fire station is completed.

Arvada Fire Protection District Fire Station #6 – Project Manager, September 2012 – October 2013. This project involved a second story addition over the existing station apparatus bays that will have thirteen bunk rooms, an office, a day room, a physical fitness room, a laundry room, three individual toilet rooms, and two fire poles that will direct the fire fighters to the first-floor apparatus bays. The existing first floor of the station will be renovated and include both interior and exterior fire fighter training evolutions.

Fort Lupton Fire Protection District Administration/ Station #1 – Project Manager. This project is includes renovations to the existing fire station and an addition that includes a board room/community room, day room dining room, kitchen, two administration offices, laundry room, 10 bunk rooms, and a fitness room.

Arvada Fire District Fire Training Center Interiors – Project Manager, June 2013 – November 2013. This project involved renovations to the existing women's restrooms and men's locker room, adding a new women's locker room, removing an existing kitchen, and providing a new corridor to the training grounds.

Arvada Fire Protection District Fire Station #5 – Project Manager, June 2011 – June 2012. This project involved the renovation of the existing fire station interiors to meet the current fire fighter daily requirements and an building addition that include four bunk rooms, an exercise room, and a storage room.

Wheat Ridge Fire District Fire Station #1 – Project Manager, July 2012 – October 2012. This project involved the renovation of the second story fire fighter day room, dining room, kitchen, men's and women's bathrooms, two office, laundry room, bunk rooms, and a fire pole that leads the fire fighters to the first-floor apparatus bay rather than having to use a set of outdated stairs.

City of Aurora Fire Station #10 – Project Manager, November 2010 – August 2012. This project involved the renovation to approximately 5,000 square feet of existing building and a new fitness room addition. The current bunkroom layout was an open plan that did not provide the required privacy or spacial requirements for their current fire fighter personnel and also included a larger kitchen layout, a larger office space, and shared restroom facilities.

North Metro Fire Rescue District Administration Building LEED Gold certified – Project Manager, March 2007 – January 2011. This project involved the relocation of North Metro's fire prevention, headquarters staff, and division chief offices to one centralized administration building in the City and County of Broomfield. This 33,000 square foot, two story building includes a below grade parking garage and utilizes the current exterior materials of the newly completed fire stations along with complementary materials of the adjacent governmental buildings of the City and County of Broomfield. The project also includes an interactive public learning environment.

North Metro Fire Rescue District Renovation Projects – Project Manager, October 2006 – January 2011. Project scope involves reviewing existing building conditions, providing recommendations of findings, and providing cost estimates for existing fire stations roof leaks, replacement of concrete aprons, replacement of concrete at apparatus bays, reviewing site grade drainage issues, providing new landscape designs and cost estimates, and reviewing existing floor plans layouts for fire station additions. These existing fire stations include station #61, #63, #65, and the headquarters building.

Arvada Fire Protection District Fire Station #2 – Project Manager, May 2009 – November 2011. Working with the City planner, surrounding neighborhoods, and the Arvada Fire District our office coordinated the required planning requirements for City approval and issuance of construction documents. This new fire station was designed per the prototype Stations #7 & #8 and incorporated the following fire fighter training props; ground ladder evolutions, hose advancement and stairwell evolutions, confined space rescue, rappelling, and basket training.

Windsor Severance Fire Rescue Station #3 – Project Manager, January 2010 – December 2011. This project is a new 9,500 square foot, 1.7 million dollar station. The project includes two tandem drive through apparatus bays with a second-floor mechanical room, a decontamination room, and an exercise room. The apparatus bays separate the bunkroom sleeping quarters from the public entrance and daily activities spaces for the fire fighters.

North Metro Fire Rescue District Fire Station #67 – Project Manager, April 2007 – February 2010. Project scope involved the construction of a drive through three bay, seven-bunk room, 2.0 million dollar fire station located at the western edge of the City and County of Broomfield along the Northwest Parkway.

North Metro Fire Rescue District Station #61 – Project Manager, December 2010. This project was developed for review by the North Metro board for acceptance. Two schemes were developed. The first scheme was to renovate the existing building footprint. The second option was to provide a renovation and addition to meet the current fire fighter needs as the station with the most calls.

Arvada Fire Protection District Candelas Training Facility – Project Manager, On Hold. The Candelas Training Facility involved working with a developer and the Arvada Fire Protection District to determine the best location and land requirements to build a new training facility within the next five years for Arvada Fire Protection District. This concept design includes a training/classroom facility, a fire station, a residential burn building, a high rise burn building, a confined training space, a trench rescue area, a haz mat prop, a vehicle extrication area and a vehicle skid pad.

Arvada Fire Protection District Candelas Fire Station – Project Manager, On Hold. The Candelas Fire Station involved working with a developer and the Arvada Fire Protection District to determine the best location and land requirements to build a new fire station within the next five years to serve the Candelas development. This station is designed as a new 9,400 square foot, eight bunk room, two bay drive through fire station and consists of a dayroom, kitchen, and fitness room.



Brittany Crouch
Project Designer
LEED AP BD+C

Professional Education:
Bachelor of Environmental Design, University of Colorado, Boulder, Colorado
Technology Arts & Media Certificate, University of Colorado, Boulder, Colorado

Professional Experience:
Brittany is experienced in all phases in the field of architecture. She is knowledgeable at building 3d models on the computer for design review, coordinating thorough construction document drawings, coordinating interior finishes and reviewing construction submittals. Brittany is proficient at using AutoCAD, Sketchup and Photoshop. Projects that Brittany has been involved with include:

South Adams County Fire District Station #1 Remodel – Project Designer, March 2020 – Planning Submittal. Currently working with the City planner, surrounding neighborhoods, and the District to coordinated the requirements for City approval for a remodel and addition to a fire station.
Frederick Firestone Fire District - Project Designer, March 2020 – Planning Submittal. Currently working with the City planner, surrounding neighborhoods, and the District to coordinated the requirements for City approval for a new fire station.
Windsor Fire Rescue District Station #4 – Project Designer, February 2020 – Planning Submittal. Currently working with the City planner, surrounding neighborhoods, and the District to coordinated the requirements for City approval for a new fire station.
Fort Lupton Fire Protection District Station #3 – Project Designer, February 2020 – Under Construction with Golden Triangle Construction. Project is a new 15,000 square foot fire station.
North Metro Fire Rescue District Station #61 - Project Designer, February 2020 – Project Bidding. Project is a demolision of the current fire station and the construction of a new 15,000 square foot fire station.
Arvada Fire Protection District Fire Station #3 – Project Designer, February 2020 – Under Construction with Golden Triangle construction. This project is a demolision of the current station and a rebuld of a new 11,900 square foot fire station.
Arvada Fire Protection District Fire Station #9 – Project Designer, February 2020 – Planning Submittal with Golden Triangle Construction. Currently working with the City planner, surrounding neighborhoods, and the Arvada Fire District to coordinated the requirements for City approval for a new fire station.
North Metro Fire Rescue District Station #62 – Project Designer, Janaury 2020 – Under Construction. This project included a complete remodel to an existing Fire Station to include new bunk rooms, day room, dining, fitness and to the apparatus bays.
Greater Brighton Fire Protection District Station #51 – Project Designer, November 2019 – October 2020. This project included a complete remodel to an existing two story Fire Station to include new bunk rooms, day room, dining, fitness and to the apparatus bays.
City of Thornton Fire Station #1 & Administration – Project Designer, May 2018 – December 2020. Project was a Design Build providing a new 26,000 square foot fire station and second floor administratin for the fire department.
North Metro Fire Rescue District Station #63 – Project Designer, April 2016 – April 2018. This project included a complete remodel and addition to an existing Fire Station to include new bunk rooms, day room, dining, fitness and two apparatus bays.
Adams County Fire Protection District Station #11 – Project Designer, January 2017 – September 2019. Providing a new 30,000 square foot fire station to include an antique truck display, board room/classroom, kitchen, day room, four offices, twlve bunk rooms, toilet rooms, office and five drive through bays.
Adams County Fire Protection District Administration Renovation – Project Designer, December 2015 – June 2017. Renovating an existing training center to the new administration building for the district. Renovation include a new site work to identify the building entrance, vestibule/reception area, conference rooms, kitchen, and individual offices for staff.
South Adams County Fire District Station #2 Remodel – Project Designer, August 2016 – July 2017. The existing fire station was completely remodeled to include new bunkrooms, dayroom, dining room, kitchen, apparatus bays & mezzanine.
Fort Lupton Fire Protection District Administration Renovation – Project Designer, November 2015 – May 2017. Renovating the existing administration offices to a new state of the art facility with an identifiable entrance off of

the public street. Renovation include a new site work to identify the building entrance, vestibule/reception area, conference rooms, kitchen, individual offices for staff, and a display area for the current model T fire truck for public viewing.

Adams County Fire Protection District Station #12– Project Designer, December 2015 – January 2017. Renovating an existing two story fire station to include a new kitchen, finishes to all first floor spaces, reconfiguring the second floor bunk rooms to meet the current district standards and providing a new stair from the second floor bunk rooms directly to the apparatus bays.

Greater Brighton Fire Protection District Station #52 – Project Designer, March 2015 – July 2017. Providing a new 18,000 square foot LEED Silver fire station to include a kitchen, day room, four offices, ten bunk rooms, toilet rooms, and four drive through bays. Assisted the District with obtaining grant funding.

South Adams County Fire District Station #4 – Project Designer, January 2015 – June 2016. The existing fire station was demolished for a new two story three bay fire station to meet the current fire fighters daily requirements. Unique to this station is that the bunkrooms are located on the first floor with the dayroom, dining room, kitchen and fitness room on the second floor per the owners request to reduce fire fighter injuries during evening calls.

City of Thornton Fire Station #2 – Project Designer, May 2014 – November 2014. This project involved a new fitness room addition and the renovation of the existing fitness room to bunk rooms to meet the current fire fighters daily requirements.

Arvada Fire District Fire Station #4 - Project Designer, September 2012 – May 2014. This project involved a complete renovation of the existing fire station interiors to meet the current fire fighter daily requirements and a building addition that includes eight bunk rooms, a buner gear room, and a storage room.

City of Boulder Fire Department Wildland Administration/ Fire Station LEED Silver certified – Project Designer, September 2012 – February 2015. This project is currently in the design phase for a new 12,000 squar foot wildland fire station adjacent to their regional fire training center. The project includes two apparatus bays, eight bunk rooms, four offices, and each of the associated amentities of a fire station.

Windsor Severance Fire Protection District Station #2 – Project Designer, October 2012 – November 2013. This project involved a new 9,500 square foot, 1.5 million dollar station. The project includes two tandem drive through apparatus bays with a second floor mechanical room, a decontamination room, and an exercise room. The apparatus bays separate the bunkroom sleeping quarters from the public entrance and daily activities spaces for the fire fighters.

Arvada Fire Protection District Maintenance Facility– Lead Designer, May 2013 – July 2014. This project involved a new three bay drive through with a second floor mezzanine, two offices, locker rooms, kitchen, and compressor room to replace the current outdated maintenance facility located in an old fire station.

Greater Brighton Fire Protection District Station Existing #52 – Project Designer, March – April 2013. With the construction of the new fire station #52, the existing station will become the maintenance and training building. Initial plans and a cost estimate has been issued to the District for approval and commencement once the new fire station is completed.

Greater Brighton Fire Protection District Station #52 – Project Designer, March – April 2013. Provided as built drawings and a cost estimate to the District to renovate the existing fire station to include a kitchen, day room, three offices, six bunk rooms, and toilet rooms. The District is reviewing with their board the next steps in the renovation process.

Arvada Fire District Fire Station #6 – Project Designer, September 2012 – October 2013. This project involved a second story addion over the existing station apparatus bays that will have thirteen bunk rooms, an office, a day room, a physical fitness room, a laundry room, three individual toiltet rooms, and two fire polse that will direct the fire fighters to the first floor apparatus bays. The existing first floor of the station will be renovated and include both interior and exterior fire fighter training evolutions.

Fort Lupton Fire Protection District Administration/ Station #1 – Project Designer, December 2011 – October 2013. This project is includes renovations to the existing fire station and an addition that includes a board room/community room, day room dining room, kitchen, two administration offices, laundry room, 10 bunk rooms, and a fitness room.

Arvada Fire District Fire Training Center Interiors – Lead Designer, June 2013 – November 2013. This project involved renovations to the existing women's restrooms and men's locker room, adding a new women's locker room, removing an existing kitchen, and providing a new corridor to the training grounds.

Arvada Fire District Fire Station #5 – Project Designer, June 2011 – June 2012. This project is currently in the construction document phase and involves the renovation of the existing fire station interiors to meet the current fire fighter daily requirements and an building addition that include four bunk rooms, an exercise room, and a storage room.

Wheat Ridge Fire District Fire Station #1 – Project Designer, July 2012 – October 2012. This project involved the renovation of the second story fire fighter day room, dining room, kitchen, mens and womens bathrooms, two office, laundry room, bunk rooms, and a fire pole that leads the fire fighters to the first floor apparatus bay rather than having to use a set of outdated stairs.

City of Aurora Fire Station #10 – Project Designer, November 2010 – August 2012. This project is currently in the construction bidding phase and involves the renovation to approximately 5,000 square feet of existing building and a new fitness room addition. The current bunkroom layout was an open plan that did not provide the required privacy or spacial requirements for their current fire fighter personnel and also included a larger kitchen layout, a larger office space, and shared restroom facilities.

North Metro Fire Rescue District Administration Building LEED Gold certified – Design Associate / LEED Project Administrator, March 2007 – Current. This project involves the relocation of North Metro's fire prevention, headquarters staff, and division chief offices to one centralized administration building in the City and County of Broomfield. This 33,000 square foot, two story building includes a below grade parking garage and utilizes the current exterior materials of the newly completed fire stations along with complementary materials of the adjacent governmental buildings of the City and County of Broomfield. The project also includes an interactive public learning environment.

North Metro Fire Rescue District Renovation Projects – Project Designer, October 2006 – January 2011. Project scope involved reviewing existing building conditions, providing recommendations of findings, and providing cost estimates for existing fire stations roof leaks, replacement of concrete aprons, replacement of concrete at apparatus bays, reviewing site grade drainage issues, providing new landscape designs and cost estimates, and reviewing existing floor plans layouts for fire station additions. These existing fire stations include station #61, #63, #65, and the headquarters building.

Arvada Fire District Fire Station #2 – Project Designer, May 2009 – November 2011. Working with the City planner, surrounding neighborhoods, and the Arvada Fire District our office coordinated the required planning requirements for City approval and issuance of construction documents. This new fire station was designed per the prototype Stations #7 & #8 and incorporated the following fire fighter training props; ground ladder evolutions, hose advancement and stairwell evolutions, confined space rescue, rappelling, and basket training.

Windsor Severance Fire Protection District Station #3 – Project Designer, January 2010 – December 2011. This project is currently under construction as a new 9,500 square foot, 1.7 million dollar station. The project includes two tandem drive through apparatus bays with a second floor mechanical room, a decontamination room, and an exercise room. The apparatus bays separate the bunkroom sleeping quarters from the public entrance and daily activities spaces for the fire fighters.

North Metro Fire Rescue District Fire Station #67 – Project Designer, April 2007 – Current. Project scope involved the construction of a drive through three bay, seven-bunk room, 2.0 million dollar fire station located at the western edge of the City and County of Broomfield along the Northwest Parkway.

North Metro Fire Rescue District Station #61 – Project Designer, December 2010. This project was developed for review by the North Metro board for acceptance. Two schemes were developed. The first scheme was to renovate the existing building footprint. The second option was to provide a renovation and addition to meet the current fire fighter needs as the station with the most calls.

City of Longmont Recreation Center Front Desk – Project Designer, December 2008 – May 2009. Project scope involved revisions of the existing front desk and added a new security public check-in station for the general public.

City of Longmont Sunset Bathhouse – Project Designer, November 2009 – September 2010. This project replaced an undersized and outdated 2,000 square foot 1964 bath house with a new 5,000 square foot facility. The new facility includes a central entrance, men's and women's locker rooms, two family changing rooms, a concession stand, and a meeting room.

Arvada Fire District Candelas Training Facility – Project Designer, On Hold. The Candelas Training Facility involved working with a developer and the Arvada Fire Protection District to determine the best location and land requirements to build a new training facility within the next five years for Arvada Fire Protection District. This concept design includes a training/classroom facility, a fire station, a residential burn building, a high rise burn building, a confined training space, a trench rescue area, a haz mat prop, a vehicle extrication area and a vehicle skid pad.

Arvada Fire District Candelas Fire Station – Project Designer, On Hold. The Candelas Fire Station involved working with a developer and the Arvada Fire Protection District to determine the best location and land requirements to build a new fire station within the next five years to serve the Candelas development. This

station is designed as a new 9,400 square foot, eight bunk room, two bay drive through fire station and consists of a dayroom, kitchen, and fitness room.

Greater Brighton Fire Protection District Vestas Station – Project Designer, On Hold. This project involved providing a schematic floor plan and site plan for grant submittal, city review, and staff development of a 20,000 square foot administration and four bay drive through station.

Canon City Fire Protection District Administration/ Station #1 – Project Designer, June 2012 – Current. The project team has completed two preliminary designs. One of the schemes is for a fire station and training building. The second scheme includes a new administration building with the fire station and training building. The District will be seek a mil levy in 2013 to assist with the construction of this new facility.

Arvada Fire District Headquarters Remodel – Project Designer, June 2008 – July 2008. A renovation of the second floor and first floor lobby space of an existing office building. This rennovation project consolidates each of Arvada Fire Protection District offices throughout the city into one central building. The second floor renovation includes one large and two small conference rooms, a training room, a central reception desk, eighteen offices, a renovated kitchen, and restrooms.

North Metro Fire Rescue District Training Facility – Project Designer, November 2006 – August 2008. This 14 acres 12.5 million dollar training facility is located in Northglenn Colorado and contains a new 13,000 square foot, drive through four bay, eight-bunk room fire station and a new 9,500 square foot, drive through four bay maintenance facility. Other buildings were completed by a joint architectural firm including a new 15,000 square foot classroom, five training buildings, and an emergency vehicle driving track. This project was completed as a CM/CG construction project with Pinkard Construction.

North Metro Fire Rescue District Addition to Fire Station #65 – Project Designer, October 2006 – January 2007. Project scope involved a new $680,000, 2,000 square foot addition, single drive through bay. The project included a drive through apparatus bay, a bunker gear room, and an exercise room to the existing 4,000 square foot fire station located at the Jefferson County Airport. The new drive through apparatus bay decreased the response time in allowing the emergency vehicles to directly access west 120th Avenue rather than having to loop around the existing facility.

Arvada Fire District Fire Station #7 and Fire Station #8 – Project Designer, March 2007 – September 2008. New 9,500 square foot, 1.9 million and 1.7 million dollar stations, two drive through apparatus bays with a second floor mechanical room, a decontamination room, and an exercise room. The apparatus bays separate the bunkroom sleeping quarters from the public entrance and daily activities spaces for the fire fighters. Station also #7 included a new direct bore sewer line connection to the city's public utilities.

North Metro Fire Rescue District 9-11 Memorial – Project Designer, May 2006 – September 2006. Project scope involved working with the selected contractor and sub contractors, the City and County of Broomfield arts director and agencies, and the awarded sculptor Sonny Rivera. The project consisted of three full size bronze sculptures, three bas-relief sculptures, and the pedestrian circulation between the works of art within the City and County of Broomfield Park.

Consultants – Key Individuals

Civil Engineer: NorthStar Engineering.
Location: Pueblo, Colorado
Principal: Michael L. Cuppy PE, PLS
Years in Business: 82
Professional Staff: 12
Primary Contact: Michael L. Cuppy PE, PLS / Vice President

Landscape Architect: Meuran Design Group
Location: Denver Colorado
Principal:. Kerry Smeester (Principal)
Years in Business: 40
Primary Contact: Kerry Smeester



Structural Engineer: The Leffler Group
Location: Denver Colorado
Principal:. Russ Leffler
Years in Business: 21
Professional Staff: 8 + 1400 nationwide
Primary Contact: Russ Leffler, P.E., S.E., M.L.S.E., Principal

MEP Engineers: Farris Engineering
Location: Colorado Springs, Colorado
Principal: Stephen C. Roitsch, PE, CxA, CGD, Vice President
Years in Business: 55
Professional Staff: 51
Primary Contact: Stephen C. Roitsch

Net Zero Energy Consultant: Ambient Energy
Location: Denver Colorado
Principal: Linda Morrison
Years in Business: 18
Professional Staff: 17
Primary Contact: Linda Morrison

Low Voltage Systems: LVI
Location: Golden Colorado
Principal: Shawn Tank
Professional Staff: 8

Furniture: Office Scapes
Location: Denver Colorado
Principal: Barbara Johnson

Traffic Engineering: Lantz Associates Engineers
Location: Denver Colorado
Principal: Fred Lantz

NORTHSTAR
ENGINEERING AND SURVEYING, INC.
Serving Pueblo & So. Colorado Since 1939

Name: **MICHAEL L. CUPPY, P.E., P.L.S.**

Title: Vice President / Principal, NorthStar Engineering and Surveying, Inc.

Education: Bachelor of Science, Civil Engineering Technology, 1999
Colorado State University-Pueblo

Registrations: Professional Engineer – Colorado
Professional Land Surveyor – Colorado

Affiliations: Coalition of Pueblo Engineers
Land Development Committee for Pueblo Association of Home Builders
Pueblo Downtown Association

Experience: NorthStar: 23 years
Hanten Surveying Inc.: 3 years

Mr. Cuppy has more than 23 years of experience in the design and construction of a wide variety of civil engineering projects. These projects include commercial and residential site improvements, highway and roadway improvements, storm drainage and flood plain improvements, municipal improvements, and water and wastewater treatment and conveyance facilities. Mike is familiar with several civil engineering software programs and their application. He is committed to providing the client with quality civil engineering services in a cost effective and timely manner.

KEY PROJECT EXPERIENCES

Pueblo County School District 60 – East and Centennial High School site improvements. Principal/Project Engineer for all phases of Civil site planning, design, and construction administration for new high schools at both East High School and Centennial High School. Projects included removal and replacement of all site improvements to meet the needs of the new high school construction. including ADA accessibility and utility, drainage, and safety improvements, etc.

Pueblo County School District 60 – Franklin and Sunset Park Elementary School site improvements. Principal/Project Engineer for all phases of Civil site planning, design, and construction administration for new elementary schools at both Franklin Elementary and Sunset Park Elementary. Projects included removal and replacement of all site improvements to meet the needs of the new school construction. including ADA accessibility and utility, drainage, and safety improvements, etc.

Pueblo County School District 60 – Heroes K-8 School site improvements. Principal/Project Engineer for all phases of Civil site planning, design, and construction administration for new Heroes K-8 school. Projects included removal and replacement of all site improvements to meet the needs of the new school construction. including ADA accessibility and utility, drainage, and safety improvements, etc.

Pueblo County School District 70 – Track, Field and Tennis Court Improvements. Principal/Project Engineer for all phases of planning, design, and construction administration for track, football field, and tennis court remediation at Pueblo West High School, Pueblo County High School and Rye High School. Projects included removal and replacement of existing fields, tracks, and courts with new synthetic surfacing and stadium upgrades including ADA accessibility and utility, drainage, and safety improvements. Two of the sites had field lighting systems completely redesigned. The facility at Pueblo West High School included a new 3,000 seat Grandstand with press box, men's and women's restroom facilities, home and visitor locker rooms, concession facilities, ticket booth, etc.

Soccer/Lacrosse Field, Colorado State University – Pueblo, for Colorado State University-Pueblo, Pueblo, Colorado. Principal/Project Manager for planning, design, and construction administration for a new soccer and lacrosse facility complete with press box, locker rooms, offices, training rooms,

pedestrian corridors/mezzanines, and parking lots on a 10 acre site immediately adjacent to the CSU-Pueblo campus.

Thunderbowl, Colorado State University – Pueblo, for the Friends of Football, Pueblo, Colorado. Project Engineer for planning, design, and construction administration for a new 8,000 seat football stadium and track facility complete with press box, locker rooms, offices, training rooms, pedestrian corridors/mezzanines, and parking lots on a 14 acre site immediately adjacent to the CSU-Pueblo campus.

CDOT Region 2 Headquarters, Pueblo, Colorado. Principal/Project Manager for all phases of surveying and civil engineering for this 12 acre which included subdivision, master plan, parking lots, detention and water quality facilities, and City roadways.

Dick's Sporting Goods shopping comples, Pueblo, Colorado. Principal/Project Manager for all phases of surveying and civil engineering for this 8 acre which included subdivision, new commercial retail with parking lots, detention and water quality facilities, and City roadways.

Land/Site/Municipal Improvement Projects Including Roadway, Drainage, & Utility Designs

Pueblo Memorial Airport Apron Rehabilitation Project, *Pueblo, CO.*
Pueblo Skilled Nursing Facility and Medical Office Building, Pueblo, CO
Parkview Medical Center Santa Fe Avenue property for future parking lot. *Pueblo CO.*
Bartley Boulevard Extension Project, Colorado State University – *Pueblo, CO.*
900 Acre Solar Energy Facility in Pueblo County, Comanche Solar Energy/SunEdison
4th Street Enhancement Project, Pueblo, CO
Santa Fe Avenue Streetscape Improvements, *Pueblo, CO*
Rocla Concrete Tie Manufacturing Facility, *Pueblo, CO*
Stormwater Engineering Improvements for Iowa&Lake Avenue Intersection, *Pueblo, CO*
VestasTowersAmericas Subdivision and Greenhorn Drive, *Pueblo, CO*
Walking Stick Vista Subdivision, Filing Nos. 1 and 2, *Pueblo, CO*
LakeMinnequaPark and Drainage Improvements – Phase 1, *Pueblo, CO*

Master Planning Projects

Arkansas River Levee Assessment Project and Phases I through V of Arkansas River Levee Remediation Project for the Pueblo Conservancy District
Lake Pueblo State Park Wet Utility Replacement, Colorado State Parks and Wildlife
City of Pueblo Master Basin Stormwater Planning Study, *Pueblo, CO*
Pueblo West Master Drainage Plan, *Pueblo West, CO*
Lake Avenue Corridor Plan, URAP, *Pueblo, CO*
22,000 Acre Pueblo Springs Ranch – Transportation, Drainage, and Utility Development Plans, Pueblo CO.
St. Charles Industrial Park – Transportation, Drainage, and Utility Master Plans, *Pueblo, CO*
North Vista Annexation – Transportation, Drainage, and Utility Master Plans, *Pueblo, CO*
Transportation Master Plan for Bandera Blvd. and State Highway 28 for the El Camino, Pueblo Del Sol, Ventana, and Pastora Ranch Development Projects, *Pueblo, CO*
SouthPointe Master Plan – Transportation, Drainage, and Utility Master Plans, *Pueblo, CO*
Ventana Development – Transportation, Drainage, and Utility Master Plans, *Pueblo, CO*
Eagleridge Development – Transportation, Drainage, and Utility Master Plans, *Pueblo, CO*

Kerry T. Smeester, ASLA
Principal
colorado licence #417

Kerry is a 1988 graduate of Colorado State University, College of Natural Resources with a Bachelor of Landscape Architecture degree. Prior to starting Meuran Design Group, Kerry worked as a landscape architect in Denver gaining a broad-based knowledge of site design, natural resources, regional planning and graphic communications as well as landscape construction documentation and horticulture. In 1998 Kerry founded Meuran Design Group and has continued to excel in project design, management, and construction. Much of Kerry's project experience has consisted of site development and renovation of various commercial, institutional and industrial facilities throughout Colorado.

Institutional

Arvada Fire Protection District Station #2; Arvada, Colorado
Adams County Fire Station #11; Adams County, Colorado
North Metro Fire Rescue District Station #63; Northglenn, Colorado
Thornton Firehouse #5 Xeriscape Garden; Thornton, Colorado
innovAge Health; Loveland, Colorado
Crested Butte High School; Crested Butte, Colorado
Windsor Fire Station #2; Windsor, Colorado
Gunnison High School; Gunnison, Colorado
Regis University Soccer Fields/Bleachers; Denver, Colorado

Parks/Recreation/Open Space

Ralston Estates Open Space Planning; Arvada, CO
Stapleton Business Center 2ac. Linear Parks; Denver, Colorado
Circlepoint Corporate Center 4 ac. Park; Westminster, Colorado
Hampden Town Center Native Wetland Rehabilitation; Aurora, CO
Mountain Shadows Estates Park/Open Space; Johnstown, CO

Office/Commercial/Industrial

Denver Broncos Indoor Training Facility; Dove Valley, CO
Vehicle Vault Museum; Parker, Colorado
Leopold Bros. Distillery; Denver, Colorado
Down town Walgreens Store; Steamboat Springs, Colorado
Wagner Cat Headquaters Landscape Re-Design; Aurora, Colorado
Circlepoint Corporate Center Bldgs.; Westminster, Colorado

Residential/Streetscape

Nevada Parcel; Crested Butte, Colorado
Bromley Farms Residential Planning; Arvada, Colorado
Sheridan Boulevard Landscape Improvments; Broomfield, CO
Hampden Town Center Streetscape; Aurora, Colorado
E. 32nd Parkway Street Renovation; Aurora, Colorado

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Selected Project Experience:

Fire Station / Emergency Response
- Brighton Fire Station #52
- North Metro Station #63
- Adams County Station #11
- Ft. Lupton FD Administration Remodel
- Adams County FPD Remodel
- Arvada FD Headquarters Entrance Vestibule
- South Adams County Station #2 Remodel
- Thornton Fire Station #4 Bunkroom Addition
- Prowers Medical Center ed-Surgery Expansion
- Various Remodel Projects

Police / Corrections
- Louisville Police Department
- CU Boulder Police Addition
- Colorado State Patrol Academy Vestibule
- *Adams County Justice Center**
- *Sterling Correctional Facility**
- *Trinidad Correctional Facility**
- *4 Mile Correctional Facility**

**With Other Firms*

Educational
- Ralston House
- Montview Elementary School Addition & Remodel
- Denver Public Schools Assessments
- Wiggins Event Center / Cafetorium
- Ralston Elementary School
- Aurora 7 Elementary School
- Pinnacle High School

Golf Clubhouses / Facilities
- Mayacama, Santa Rosa, California
- Black Rock, Coeur d'Alene, Idaho
- Pine Canyon, Flagstaff, Arizona
- The Refuge, Lake Havasu, Arizona
- The Quarry, La Quinta, California
- San Clemente Municipal, California
- Pronghorn Golf Club, Bend, Oregon
- Pradera Golf Club, Castle Rock, Colorado

Artwork/Special
- Denver Art Museum Entry Piece
- Light Rail Station Canopy – Leaves – Denver
- Lowry FlightRide III, Denver

Residential
- The Manhattan, Denver: 12-story post-tensioned flat plate structure with 1 level below ground parking
- 22nd & Market Street, Denver: 8-story post-tensioned flat plate structure with 2 levels below ground parking.

Resume of

RUSS LEFFLER, P.E., S.E.

Principal

SUMMARY OF QUALIFICATIONS

Mr. Leffler has been providing consulting engineering services throughout his career including project management, design, value engineering and structural system selection for a variety of projects.

Mr. Leffler is in charge of project management and design. His key responsibilities will involve overall building review, design, and company project oversight from pre-design through the construction phase.

PROFESSIONAL REGISTRATIONS

Alaska, Alberta, Arizona, California, Colorado, Florida, Hawaii, Idaho, Kansas, Louisiana, Maryland, Michigan, Mississippi, Montana, Nebraska, Nevada, New Jersey, New Mexico, New York, North Carolina, North Dakota, Oklahoma, Oregon, Pennsylvania, South Carolina, Texas, Utah, Virginia, Washington, Wyoming

EDUCATION

B.S. Civil Engineering
Colorado State University
Fort Collins, Colorado

M.S. Civil Engineering
Structural Engineering/Wind Engineering
Colorado State University
Fort Collins, Colorado

PUBLICATIONS

Wind-Tunnel Modeling of the Atmospheric Surface Layer, Journal of Wind Engineering and Industrial Aerodynamics, 54/55, 1995, pp. 505-513.

Area-average Wind Pressures on a Low-rise Building Proceedings, ASCE Structures Congress XIV, 1996, pp. 1037-1044.



FARRIS ENGINEERING

ASHLEY L. DAVIS, PE, LC, GPCP

Vice President | Fire Protection Engineer

ABOUT ME

Ashley has over fifteen years of experience in design and project management for mechanical engineering (ME) and fire protection engineering (FPE). Her experience includes the design and coordination for educational, commercial, industrial, research, and governmental facilities. Her work encompasses new construction, remodel design, and as built documentation. Her work encompasses new construction, remodel design, as-built documentation, and commissioning (Cx). She is comfortable working from project inception through construction administration for design-bid and design-build project delivery methods.

EDUCATION

- Bachelor of Science, Mechanical Engineering, Colorado State University, 2005

REGISTRATION

- Professional Mechanical/Fire Protection Engineer: Colorado #47063

PROFESSIONAL AFFILIATIONS

- Society of Fire Protection Engineers
- Society of American Military Engineers
- American Society of Heating, Refrigerating and Air Conditioning Engineers

WORK HISTORY

- 2015 - Present
- 2009 - 2015 - Plant Engineers
- 2006 - 2009 - RMG Engineers

SELECTED PROJECT EXAMPLES

- **Cape Cod AF Station Life Safety/Fire Protection Study, Cape Cod, MA**
  Role: Fire Protection Engineer/Project Manager
  The purpose of this project was to provide a study and Findings and Recommendations Report for multiple buildings on the installation involving addressing the life safety, egress, and fire protection issues of the facilities for this Air Force Station.
- **Peterson AFB Repair Building 122, Colorado Springs, CO**
  Role: Fire Protection Engineer
  One of the three task orders for this project was to repair plumbing which involved the replacement of the existing fire protection piping throughout the building, replacement of plumbing system piping constructed with galvanized pipe or that had deteriorated, and removal of abandoned piping and mechanical equipment throughout the facility.
- **Ft. Carson Army Post Repair Diver Locker 7440, Colorado Springs, CO**
  Role: Fire Protection Engineer
  Fire protection engineering included a comprehensive Fire Design Analysis for code study in accordance with UFC 3-600-01 for the building and subsequent scope drawings for the wet pipe fire sprinkler system modifications required in the renovation area.
- **Fort Carson Army Post Benham Blair Quads, Colorado Springs, CO**
  Role: Fire Protection Engineer
  The project involved reconfiguring an existing abandoned facility to new laundry and administrative spaces within the existing building envelope. Mechanical and Plumbing systems were demolished and reconstructed as required for the new building purpose. Fire protection engineering included a comprehensive Fire Design Analysis for code study in accordance with UFC 3-600-01.
- **Peterson AFB Repair Fire Deficiencies Bldg 672, Colorado Springs, CO**
  Role: Fire Protection Engineer
  The project involved renovating an existing 9,200 sf record storage facility by adding a wet pipe sprinkler system. The facility was previously unsprinkered so fire protection engineering included a comprehensive Fire Design Analysis for code study in accordance with UFC-3-600-01 for the building and subsequent scope drawings for the addition of a new wet pipe sprinkler system required throughout the facility.

OTHER RELEVANT PROJECTS

- **Colorado Springs Fire Station No. 1**
  Colorado Springs, CO
- **Pueblo School District 60 Multiple School Renovation Bond Projects,**
  Pueblo, CO
- **Peterson AFB Bldg. 1 Repair FPE Analysis, Colorado Springs, CO**
- **Buckley AFB Bldg. 1024 Renovation FPE, Aurora, CO**

FARRIS ENGINEERING

BRINGING YOUR BUILDINGS TO LIFE



FARRIS ENGINEERING

ERICKA M. NIENHUESER, PE, LC

Vice President | Electrical Engineer

ABOUT ME

Ericka is a professional engineer and has over 13 years of experience on various project types. She has completed work on lighting, power and telecommunications systems. Healthcare, government and educational facilities have been her primary focus. Her government projects range from City, State and Federal. Ericka has experience with a variety of public safety facilities such as fire stations, police stations and training facilities. She has a personable approach to engineering that promotes inclusion and solidarity with the Owner, design team, and contractors.

EDUCATION

- Master of Architectural Engineering, University of Nebraska-Lincoln, 2010
- Bachelor's of Science, Architectural Engineering, University of Nebraska at Omaha, 2009

REGISTRATION

- Professional Electrical Engineer: Colorado, Kansas, Montana, Nebraska, New Mexico, North Dakota, Wyoming
- Lighting Certified (LC)

PROFESSIONAL AFFILIATIONS

- Commercial Real Estate Women
- Illuminating Engineering Society (IES)

AVAILABILITY FOR THIS PROJECT

- Ericka can commit up to 30% of her weekly schedule to this project.

SELECTED PROJECT EXAMPLES

- **Dothan Regional Public Safety Training Center,** Dothan, AL
  Role: Electrical Engineer
  Multiple facility site, including a 26,000-sf administration facility with fire and police multipurpose training rooms, fitness center, locker rooms, classrooms and offices. Facility is completely backed up on emergency power. Other building facilities include a five-story burn tower, K-9 dog facility, gun shooting range building, warehouse, strip mall, sniper range and a pump house.
- **Omaha Fire Department – Fire Stations 24, 30 and 61,** Omaha, NE
  Role: Electrical Engineer/Project Manager
  Ericka oversaw engineering services for the mechanical, electrical and plumbing designs for kitchen remodels and additional renovation projects for three fire stations for the Omaha Fire Department.
- **Western Nebraska Regional Airport Aircraft Rescue and Firefighting Station,** Scottsbluff, NE
  Role: Electrical Engineer
  Mechanical, electrical, plumbing and fire protection design for a new 4,000-sf fire station building that will accommodate firefighting apparatus for the airport.
- **South Dakota Army National Guard Regional Training Institute HVAC Upgrades,** Sioux Falls, SD
  Role: Electrical Engineer
  Farris provided mechanical and electrical engineering design for this project that involved the upgrades to current HVAC equipment and the installation of water saving fixtures. The design focused on energy reduction and system efficiency. Project included maintenance on two existing boilers, work on a roof-top make-up air unit, and replacement of three ductless split-type air conditioners, one chiller unit two air handling unites. The 50,000-sf facility contains meeting areas, offices, kitchen/ cafeteria, classrooms, storage areas and restrooms on the main level. The second level is made up of one-room sleeping spaces as well as barracks.

OTHER RELEVANT PROJECTS

- **IHS Pueblo Pintado Health Center,** Pueblo Pintado, NM
- **Nebraska Army National Guard Readiness Center,** Grand Island, NE
- **Nebraska Army National Guard Readiness Center,** Mead, NE
- **Iowa Air National Guard Marshalltown Readiness Center Renovation,** Marshalltown, IA
- **Omaha Police Department K-9 Training Facility,** Omaha, NE
- **Hawkins Vehicle & Equipment Maintenance Facility,** Omaha, NE
- **Mitchell Tech Maintenance Shop Remodel,** Mitchell, SD
- **South Dakota State University Raven Precision Ag Classroom & Lab Facility,** Brookings, SD



FARRIS ENGINEERING

STEPHEN C. ROITSCH, PE, CXA, CGD, ATD

ABOUT ME

Stephen is a registered Mechanical Engineer with years of design and project management experience. His experience is primarily in the design of HVAC, plumbing, and fire protection systems, including extensive familiarity developing and writing control sequences of operation as well as surveying existing building mechanical systems. He has considerable experience with geothermal heat pump systems, and as a Certified Geo-Exchange Designer, he is capable of designing the entire system - both HVAC system inside the building and the ground loop heat exchanger outside. In addition to routinely serving as the Project Manager and Project Engineer for Farris, he has also served as the Owner's PM and prime A/E consultant for numerous projects. His wide range of experience is in educational, administrative and industrial type facilities. Stephen's computer experience includes applying software for building heat load calculations, geothermal loop design, energy

EDUCATION

- Bachelor of Science, Architectural Engineering, University of Wyoming.

REGISTRATION

- Professional Mechanicall Engineer: Colorado: 33281
- Certified Geo-Exchange Designer (CGD)
- Accredited Tier Designer (ATD)
- Certified Commissioning Authority

PROFESSIONAL AFFILIATIONS

- ASHRAE
- SAME

HISTORY WITH FARRIS

- 1993 - Present

SELECTED PROJECT EXAMPLES

Pueblo Fire Station No. 4 - Pueblo, CO
Role: Mechanical Engineer
The 12,300 square foot facility was equipped with a full-service kitchen/ dining area, a day room, a fitness center, shower facilities, storage space, office spaces, a three-bay apparatus area, a training classroom, a hose tower and sleeping quarters for eight resident fire-fighters The HVAC design services provided by Farris Engineering included nine ground source heat pumps connected to an eight-hole geothermal bore field. Linear, infrared, radiant heat and evaporative cooling was provided in the apparatus bay. A general vehicle exhaust system that is automatically controlled was designed for the apparatus bay..

Pueblo Fire Station No. 9 - Pueblo, CO
Role: Mechanical Engineer
The 6,500 square foot facility was equipped with a full service kitchen/ dining area, a day room, a fitness center, shower facilities, storage space, office spaces, a two bay apparatus area, and sleeping quarters for four resident fire-fighters.The HVAC design services provided by Farris Engineering included three gas-fired blower coil air handling units with DX cooling units mounted in a mechanical courtyard. Linear, infrared, radiant heat and evaporative cooling was provided in the apparatus bay. A general vehicle exhaust system that is automatically controlled was designed for the apparatus bay.

City of Colorado Springs Fire Station No. 19 - Colorado Springs, CO
Role: Mechanical Engineer
The Mechanical Design for this 10,500 sf facility included a high efficiency gas-fired hot water boiler to serve the facility. A hot water radiant floor system was used in the truck bays, decon room, equipment storage, bunker, gear and shower rooms. The living areas of the fire station were served by three single zone air handlers with hot water heating coils and DX cooling units. The community room had its own

OTHER RELEVANT PROJECTS

- Colorado Springs Station Facility Assessment, Colorado Springs, CO
- Colorado Springs Fire Station No. 8, Colorado Springs, CO
- Colorado Springs Fire Station No. 14, Colorado Springs, CO
- Colorado Springs Fire Station No. 20, Colorado Springs, CO
- Pueblo Community College Learning Center, Pueblo, CO
- Cheyenne Mountain AFS Wildland Fire Ctr Vehicle Storage, Colorado Springs, CO
- Peterson AFB Fire Crash Rescue Station, Colorado Springs, CO
- Colorado College Tutt Library Ren&Add (NetZero), Colorado Springs, CO
- El Paso/Teller County 911 Addition, Colorado Springs, CO

FARRIS ENGINEERING

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ADDITIONAL INFORMATION FOR AGREEMENT

Certificate of Trade Name Registration

Colorado PERA Questionnaire

Affirmative Action Policy

E-Verify Participation Letter

Insurance Certificate(s)



Summary

Details			
Trade name	Allred & Associates		
Registrant name	Brent Allred		
Status	Effective	**Formation Date**	05/01/2022
ID number	20221450375	**Form**	Individual
Renewal month	March	**Expiration Date**	06/01/2023
Primary residence or usual place of business street address	580 Burbank Street, Suite 125, Broomfield, CO 80020, United States		
Primary residence or usual place of business mailing address	580 Burbank Street, Suite 125, Broomfield, CO 80020, United States		

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF TRADE NAME

I, Jena Griswold , as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office, a Statement of Trade Name for:

Allred & Associates

(Entity ID # 20221450375)

was filed in this office on 05/01/2022 with an effective date of 05/01/2022 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 06/01/2022 that have been posted, and by documents delivered to this office electronically through 06/02/2022 @ 09:16:27 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 06/02/2022 @ 09:16:27 in accordance with applicable law. This certificate is assigned Confirmation Number 14064294 .

Secretary of State of the State of Colorado

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

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

COLORADO PUBLIC EMPLOYEES RETIREMENT ASSOCIATION
SUPPLEMENTAL QUESTIONNAIRE TO BE ANSWERED BY
ANY BUSINESS PERFORMING SERVICES FOR THE CITY OF PUEBLO

Pursuant to section 24-51-1101(2), C.R.S., salary or other compensation from the employment, engagement, retention or other use of a person receiving retirement benefits (Retiree) through the Colorado Public Employees Retirement Association (PERA) in an individual capacity or of any entity owned or operated by a PERA Retiree or an affiliated party by the City of Pueblo to perform any service as an employee, contract employee, consultant, independent contractor, or through other arrangements, is subject to employer contributions to PERA by the City of Pueblo. Therefore, as a condition of contracting for services with the City of Pueblo, this document must be completed, signed and returned to the City of Pueblo:

(a) Are you, or do you employ or engage in any capacity, including an independent contractor, a PERA Retiree who will perform any services for the City of Pueblo? Yes___, No_X_. (If you answered "no" please proceed to signature section at bottom of this page.)

(b) If you answered "yes" to (a) above, please answer the following question: Are you an individual, sole proprietor or partnership, or a business or company owned or operated by a PERA Retiree or an affiliated party? For purposes of responding to this question, an "affiliated party" includes (1) any person who is the named beneficiary or cobeneficiary on the PERA account of the PERA Retiree; (2) any person who is a relative of the PERA Retiree by blood or adoption to and including parents, siblings, half-siblings, children, and grandchildren; (3) any person who is a relative of the PERA Retiree by marriage to and including spouse, spouse's parents, stepparents, stepchildren, stepsiblings, and spouse's siblings; and (4) any person or entity with whom the PERA Retiree has an agreement to share or otherwise profit from the performance of services for the City of Pueblo by the PERA Retiree other than the PERA Retiree's regular salary or compensation. Yes ____, No____.

If you answered "yes" please state which of the above entities best describes your business:
_____.

(c) If you answered "yes" to both (a) and (b), you agree to reimburse the City of Pueblo for any employer contribution required to be paid by the City of Pueblo to PERA for salary or other compensation paid to you as a PERA Retiree or paid to any employee or independent contractor of yours who is a PERA Retiree performing services for the City of Pueblo. You further authorize the City of Pueblo to deduct and withhold all such contributions from any moneys due or payable to you by the City of Pueblo under any current or future contract or other arrangement for services between you and the City of Pueblo.

Please provide the name, address, date of birth, and social security number of each such PERA Retiree. If more than two, please attach a supplemental list.

Name	Address	DOB	Social Security Number
Name	Address	DOB	Social Security Number

Failure to accurately complete, sign and return this document to the City of Pueblo may result in you being denied the privilege of doing business with the City of Pueblo.

Company Name: Allred & Associates

Authorized Signature: _____ Title: Architect / Owner

Printed Name: Brent M Allred Date: May 12, 2022

ALLRED&ASSOCIATES
Architecture • Planning • Interior Design

AFFIRMATIVE ACTION PLAN

Allred & Associates does not discriminate against any employee or applicant or employment because of race, color, religion, sex, national origin, creed or age.

Allred & Associates will take affirmative action to ensure applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, national origin, creed or age. Such action shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment of 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.

Sincerely,



Signature

Brent Allred

Printed Name

Owner, Managing Member

Title (must be signed by Managing Member, President, Vice President, or Secretary)

May 10th, 2022

Date

ALLRED&ASSOCIATES
Architecture • Planning • Interior Design

May 10th 2022

City of Pueblo
230 S Mechanic Street
Pueblo, CO 81003

Re: Compliance with E-Verify Program
Bid No.: _____
Bid Name: 22-010 RFP – Design and Engineering of New Fire Stations 6, 8, and 11

To Whom It May Concern:

Please accept this letter as certification that Allred & Associates does not knowingly employ or contract with any illegal aliens and has not or will not knowingly enter into a contract with any subcontractor that fails to certify to us that they do not knowingly employ or contract with any illegal aliens.

Allred & Associates participates in or has applied for participation in the E-Verify Program created by Public Law 208, 104th Congress, as administered by the United States Department of Homeland Security.

Regards,



Signature

Brent M Allred

Printed Name

Owner

Title (must be signed by Managing Member, President, Vice President, or Secretary)

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/11/2022

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

State Farm Insurance
Zane Carter Insurance Agency Inc.
1380 W Midway Blvd
Broomfield, CO 80020

CONTACT NAME: Shannon Abeyta
PHONE (A/C, No, Ext): (303)466-1887 FAX (A/C, No): (303)466-2278
E-MAIL ADDRESS: zane@zanecarterinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : State Farm Fire and Casualty Company	25143
INSURER B : State Farm Mutual Automobile Insurance Company	25178
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Brent M Allred
580 Burbank St Unit 125
Broomfield, CO 80020

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	ADD'L INSD	SUB WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:	X	X	96-BC-J650-7	05/11/2022	05/15/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 5,000 $ 1,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY X SCHEDULED AUTOS NON-OWNED AUTOS ONLY	X	X	241 4494-E06-06H	05/06/2022	11/06/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ 250,000 $ 500,000 $ 100,000
A	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			06-BA-V650-7	01/10/2022	01/10/2023	EACH OCCURRENCE AGGREGATE	$ $ 1,000,000 $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		96-C8-N687-1	12/01/2021	12/01/2022	PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ 100,000 $ 100,000 $ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The City of Pueblo it's officers, agents, and employees are included as additional insured for ongoing and completed operations on the General Liability and included as additional insured on the Auto Liability, Umbrella Liability, and Builder Risk with respect to operations of the named insured for the certificate holder as required by written contract. General Liability, Auto, and Umbrella coverage is primary and non-contributory. General Liability, Auto, Umbrella, and Builders Risk policies have been endorsed to provide 30 days notice of cancellation except 10-day notice for non-payment of premium. General Liability, Auto Liability, Umbrella, and Builders risk coverage include waivers of subrogation. All policy terms, conditions, and exclusions apply.

CERTIFICATE HOLDER

City of Pueblo, a Municipal Corporation
230 S. Mechanic Street
Pueblo, CO 81003

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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1001486 132849.14 04-13-2022

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/11/2022

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.

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PRODUCER AssuredPartners Colorado 2002 Caribou Dr #101 Fort Collins CO 80525	**CONTACT NAME:** Anthony Trujillo **PHONE (A/C, No, Ext):** 970-530-1235 **FAX (A/C, No):** **E-MAIL ADDRESS:** anthony.trujillo@assuredpartners.com
INSURED ALLR&AS-01 Allred & Associates 580 Burbank, Suite 125 Broomfield CO 80020-1434	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Beazley Insurance Company, Inc / 37540 **INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 410198238 **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	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liability			V15QMS211301	1/7/2022	1/7/2023	Aggregate/ Per Claim	$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

22-010 RFP – Design and Engineering of New Fire Stations 6, 8, and 11

The City of Pueblo, its agents, officers and employees are designated as additional insured when required by written contract.

CERTIFICATE HOLDER

City of Pueblo, a Municipal Corporation
230 S. Mechanic Street
Pueblo CO 81003

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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Background Paper for Proposed Resolution

COUNCIL MEETING DATE: June 13, 2022

TO: Members of City Council

VIA: Marisa Stoller, City Clerk

CC: Mayor Nicholas A. Gradisar

FROM: Heather Graham, President of City Council

SUBJECT: A RESOLUTION AUTHORIZING THE PRESIDENT OF CITY COUNCIL TO NEGOTIATE A PROPOSED AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND A REPUTABLE ACCOUNTING FIRM, TO PERFORM A FORENSIC AUDIT, SUBJECT TO SUBSEQUENT APPROVAL OF SAID AGREEMENT BY ORDINANCE

SUMMARY:

The attached Resolution authorizes the President of City Council to negotiate and present City Council with a proposed agreement for professional services between the City and a reputable accounting firm to perform a forensic audit.

PREVIOUS COUNCIL ACTION:

Not applicable to this Ordinance.

BACKGROUND:

Section 3-5 (g) of the City Charter and Section 1-4-6 (b) of the Pueblo Municipal Code authorize City Council to hire such personnel and retain such independent contractors as Council deems necessary to carry out Council's duties.

At City Council's regular meeting on April 25, 2022, Council President Heather Graham requested that the attached Resolution be prepared for consideration at Council's next regular meeting.

FINANCIAL IMPLICATIONS:

Unknown at this time.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Resolution.

ALTERNATIVES:

If City Council does not approve this Resolution, City Council will not begin the process of retaining an accounting firm to perform a forensic audit.

RECOMMENDATION:

None.

Attachments:
Proposed Resolution

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE PRESIDENT OF CITY COUNCIL TO NEGOTIATE A PROPOSED AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND A REPUTABLE ACCOUNTING FIRM, TO PERFORM A FORENSIC AUDIT, SUBJECT TO SUBSEQUENT APPROVAL OF SAID AGREEMENT BY ORDINANCE

BE IT RESOLVED THE CITY COUNCIL OF PUEBLO, that:

SECTION 1.

The President of City Council shall be and hereby is authorized to negotiate and present City Council with a proposed agreement for professional services between the City and a reputable accounting firm, to perform a forensic audit. As required by City Charter Sec. 3-9, such proposed agreement must be subsequently approved by ordinance.

SECTION 2.

This Resolution shall become effective immediately upon final passage.

INTRODUCED July 11, 2022

BY:_____
MEMBER OF CITY COUNCIL

APPROVED: _____
PRESIDENT OF CITY COUNCIL

ATTESTED BY: _____
CITY CLERK

City Clerk's Office Item # R-1

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: June 27, 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 AN AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND THE PUEBLO DEVELOPMENT FOUNDATION, A COLORADO NONPROFIT CORPORATION, RELATING TO A JOB CREATING CAPITAL IMPROVEMENT PROJECT, AUTHORIZING THE MAYOR TO EXECUTE SAID AGREEMENT AND TRANSFERRING EIGHT MILLION FIVE HUNDRED THOUSAND DOLLARS ($8,500,000) FROM THE 1992-2026 SALES AND USE TAX CAPITAL IMPROVEMENT PROJECTS FUND FOR PURPOSES THEREOF

SUMMARY:

Attached is an Ordinance approving and authorizing the Mayor to sign an Agreement with the Pueblo Development Foundation, a Colorado nonprofit corporation ("PDF") to construct a 70,000 square feet shell building in the Pueblo Memorial Airport Industrial Park.

PREVIOUS COUNCIL ACTION:

City Council approved similar agreements with PDF on July 27, 2015 by Resolution No. 13284 and on June 8, 2020 by Ordinance No. 9712.

BACKGROUND:

PDF was formed in 1964 as a Colorado nonprofit corporation to promote economic development within the City of Pueblo and the areas surrounding the City. For more than fifty years, PDF has helped start up businesses and assisted existing businesses in relocating to Pueblo County and thereby has acquired expertise in economic development.

The City has planned the development of three industrial parks, i.e. Pueblo Memorial Airport Industrial Park; Minnequa Industrial Park and the St. Charles Industrial Park which are currently available for economic development and the relocation of new businesses to the Pueblo area. Section 14-4-85.5 of the Pueblo Municipal Code ("Criteria Ordinance") provides that the City Council may authorize the expenditure of monies from the 1992-2026 Sales and Use Tax Capital Improvement Projects Fund ("Half-Cent Tax Fund") for the acquisition of land; the construction of so-called shell buildings and for infrastructure improvements within the industrial parks.

FINANCIAL IMPLICATIONS:

In the attached Agreement, the City has agreed to transfer up to $8.5 million from the Half-Cent Tax Fund to PDF for the construction of a shell building within the Pueblo Memorial Airport Industrial Park. The shell building shall be approximately 70,000 square feet. PDF shall use the 70,000 square feet shell building plans and specifications already prepared by Nakai & Associates for the work contemplated by this Agreement. After construction of the shell building, PDF agrees to convey title to the City.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

If this Ordinance is not approved, future development in the City's Pueblo Memorial Airport Industrial Parks will be delayed.

RECOMMENDATION:

The Pueblo Economic Development Corporation recommends approval of this Ordinance.

Attachments:
Proposed Ordinance
Agreement

ORDINANCE NO. 10213

AN ORDINANCE APPROVING AN AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND THE PUEBLO DEVELOPMENT FOUNDATION, A COLORADO NONPROFIT CORPORATION, RELATING TO A JOB CREATING CAPITAL IMPROVEMENT PROJECT, AUTHORIZING THE MAYOR TO EXECUTE SAID AGREEMENT AND TRANSFERRING EIGHT MILLION FIVE HUNDRED THOUSAND DOLLARS ($8,500,000) FROM THE 1992-2026 SALES AND USE TAX CAPITAL IMPROVEMENT PROJECTS FUND FOR PURPOSES THEREOF

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

SECTION 1.

The City Council finds and determines that the expenditure of up to Eight Million Five Hundred Thousand Dollars ($8,500,000) for the job creating capital improvement project by the Pueblo Development Foundation, a Colorado nonprofit corporation ("PDF") described in the attached Agreement, meets and complies with the criteria and standards established by Section 14-4-85.5 of the Pueblo Municipal Code and will create employment opportunities justifying the expenditure of public funds.

SECTION 2.

The Agreement dated July 11, 2022 ("Agreement") between the City of Pueblo, a Colorado municipal corporation and PDF, relating to a job creating capital improvement project, 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 3.

Funds in the amount of Eight Million Five Hundred Thousand Dollars ($8,500,000.00) are hereby authorized to be transferred, expended and made available out of the 1992-2026 Sales and Use Tax Capital Improvement Projects Fund for the sole purpose of the job creating capital improvement project authorized herein and in the manner described in the attached Agreement. The funds hereby authorized to be transferred and expended, shall be released, disbursed and paid by the Director of Finance as specified in the attached Agreement.

SECTION 4.

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 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 June 27, 2022 .

Final adoption of Ordinance by City Council on July 11, 2022 .

President of City Council

Action by the Mayor:

☒ Approved on July 13, 2022 .

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

_____
President of City Council

ATTEST

_____
City Clerk

AGREEMENT

THIS AGREEMENT is entered into effective July 11, 2022, between the City of Pueblo, a Colorado municipal corporation ("City") and the Pueblo Development Foundation, a Colorado nonprofit corporation ("PDF"), City and PDF are sometimes each referred to as a "Party" and collectively "Parties." WITNESSETH:

WHEREAS, PDF was formed in 1964 as a Colorado nonprofit corporation to promote economic development within the City of Pueblo and the area surrounding the City; and

WHEREAS, for more than fifty years, PDF has assisted new businesses in relocating to Pueblo County and has acquired expertise in economic development; and

WHEREAS, the City has planned the development of three industrial parks, i.e. Pueblo Memorial Airport Industrial Park; Minnequa Industrial Park and the St. Charles Industrial Park (collectively "Industrial Parks") which are currently available for economic development and the relocation of new businesses to the Pueblo area; and

WHEREAS, Section 14-4-85.5 of the Pueblo Municipal Code ("Criteria Ordinance") provides that the City Council may authorize the expenditure of monies from the 1992-2026 Sales and Use Tax Capital Improvement Projects Fund ("Half Cent Tax Fund") for the acquisition of land and construction of so-called shell buildings and for infrastructure improvements within the Industrial Parks; and

WHEREAS, entering into this Agreement with PDF will create employment opportunities justifying the expenditure of public funds.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants herein contained, the City and PDF agree as follows:

1. City hereby transfers funds from the Half Cent Tax Fund in the amount of up to Eight Million Five Hundred Thousand Dollars ($8,500,000.00) (the "City Funds") for use and expenditure by PDF for construction of a shell building, subject to and contingent upon the following conditions and covenants which City and PDF agree to perform and comply with:

(a) Up to Eight Million Five Hundred Thousand Dollars ($8,500,000.00) for the construction of a shell building within the Pueblo Airport Industrial Park. City is the owner of the real property more particularly described as Lot 12, Pueblo Memorial Airport Industrial Park Subdivision, County of Pueblo, State of Colorado according to the recorded plat thereof (Assessor's Parcel No. 426005010) (the "Property"). Immediately upon the execution of this Agreement and the related approvals by the City of Pueblo,

City agrees to transfer the Property to PDF, and PDF shall then commence and complete construction of a shell building on the Property. The shell building shall be approximately 70,000 square feet in size. After construction of the shell building, PDF agrees to convey title to the land and the constructed shell building improvements located thereon to the City, free and clear of any liens or encumbrances. The Parties acknowledge and agree that in order to obtain the building permit for the construction of the shell building, PDF will be required: (1) to obtain a Stormwater Discharge Permit from the Colorado Department of Public Health and Environment in compliance with the Colorado Discharge Permit System ("State Permit") and to register the same in its name, as the Responsible Owner in the Colorado Environmental Online Services ("CEOS") and (2) to agree to perform and/or comply with the requirements of the State Permit through completion of construction of the shell building. To the extent that some stormwater requirements are still outstanding, City agrees to accept the re-conveyance of the Property from PDF subject to all such stormwater requirements and obligations as are still outstanding. Upon reconveyance of the Property to the City, City agrees to be responsible and, where required, to pay for, at its sole and separate expense, all costs incurred in establishing and thereafter maintaining compliance with Stormwater Regulations.

(b) Plans and Bidding:

(I) PDF shall use the 70,000 square foot shell building plans by Nakai & Associates and specifications already approved by City Council and the Mayor prepared for the work contemplated by this Agreement.

(II) All construction contracts for the work contemplated by the approved plans and specifications ("Construction Contracts") shall be awarded by competitive bidding. PDF shall invite general contractors holding Building Contractors-A (General Unlimited) licenses having their principal place of business in the City or County of Pueblo who are qualified and experienced to perform construction work for the Project ("Local Contractors") to submit bids. PDF may invite other qualified general contractors with their principal place of business outside of Pueblo County, Colorado to submit bids. PDF shall assure that the same scope of work to be bid is timely furnished to each general contractor invited to bid. For "design-build" or other contractual arrangements, this requirement may be accomplished by a pre-bid conference or other acceptable competitive bidding procedures which allows Local Contractors a reasonable opportunity to participate in the competitive bidding process. PDF will use its best efforts in good faith to award the construction contract to the lowest qualified bidder. A similar provision with respect to local subcontractors and suppliers shall be included as part of the construction contract between PDF and the general contractor who shall use its best efforts in good faith to engage local subcontractors and suppliers for such construction. After ranking the bids received, PDF shall enter into one or more Construction Contracts for the work and cause the construction to be expeditiously completed and PDF shall timely pay all contractors for work upon the Project. PDF shall not allow nor suffer any mechanics liens

to be filed upon the Project and in the event any such liens are filed, shall cause the same to be promptly removed.

(III) City funds will be disbursed by City to PDF solely for the costs of design and construction in accordance with the plans and specifications approved by the City. PDF will be paid 1% of the total expenditures as a construction management fee. In the event the costs of design and construction exceeds the amount specified in Subsections (a) and (b) of this Section 1, such costs shall be promptly paid by PDF and not by the City.

2. This Agreement shall terminate upon completion of the construction project and transfer of Property back to the City. Any unspent City Funds remaining as of that date shall revert to the City's Half Cent Tax Economic Development Fund.

3. PDF represents and warrants that no person, entity, or organization has been employed or retained or will receive or be paid, directly or indirectly, any commission, percentage, contingent fee or any other remuneration, payment or receipt of which is contingent upon approval of this Agreement or City's advancement of City Funds to PDF hereunder except as specified in this Agreement. For breach or violation of this warranty, City shall have the right to terminate this Agreement, or recover the full amount of such commission, percentage, contingent fee or other remuneration, and/or to seek such other remedies legally available to City, which remedies shall be cumulative.

4. (a) In no event shall City or PDF, their officers, agents, or employees be liable to each other for damages, including without limitation, compensatory, punitive, indirect, special or consequential damages, resulting from or arising out of or related to this Agreement or the performance or breach thereof by the Parties hereto or the failure or delay of the Parties hereto in the performance of any covenant or provision under this Agreement on their part to be performed. In consideration of the other Party entering into this Agreement, City and PDF hereby waive and discharge each other, their officers, agents and employees from all claims for any and all such damages.

(b) Notwithstanding the above, in the event of breach of this Agreement by the City or PDF, the non-breaching Party shall have the right to request specific performance of this Agreement by the breaching Party, but not damages.

5. 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 extent allowed by law, each Party waives its right to a jury trial.

6. This Agreement expresses the entire understanding of the Parties and supersedes and abrogates any and all prior dealings and commitments, whether oral or written, with respect to the subject matter of this Agreement. This Agreement may not be amended or modified except in writing signed by City and PDF. Any waiver of any provision of this Agreement must be in writing and signed by the Party whose rights are being waived. No waiver of any breach of any provision hereof shall be or be deemed to be a waiver of any preceding or subsequent breach of the same or any other provision of this Agreement. The failure of either Party to enforce or seek enforcement of the terms of this Agreement following any breach shall not be construed as a waiver of such breach.

7. This Agreement shall be construed in accordance with and be governed by the laws of the State of Colorado without regard to conflict of law principles.

8. Any notices hereunder shall be sufficiently given if given in writing personally or mailed by first class, registered, or certified mail, postage prepaid, addressed:

(a) if to City, Mayor, City of Pueblo, 1 City Hall Place, Second Floor, Pueblo, CO 81003 with a copy to City Attorney, 1 City Hall Place, Third Floor, Pueblo, Colorado 81003, or

(b) if to PDF, President, 301 N. Main St., Suite 210, Pueblo, Colorado 81003.

or to such other person or address as either Party shall specify in written notice given to the other Party pursuant to the provisions of this paragraph 8.

9. Time is of the essence hereof. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns, provided PDF may not assign this Agreement or any interest herein without the express written consent of the City, which consent may not be unreasonably withheld.

10. 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.

11. 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.

12. Neither Party shall be, or hold itself out as, agent of the other or as joint venturers or partners under this Agreement.

13. 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.

14. The provisions of this Agreement are for the exclusive benefit of the Parties hereto and their successors and permitted assigns, and no third party shall be a beneficiary, or have any rights by virtue of this Agreement.

15. This Agreement may be executed in any number of counterparts by physical or electronic signatures, 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.

Executed effective the day and year first above written.

[S E A L]

City of Pueblo
a Colorado Municipal Corporation

Attest: _____
City Clerk

By: _____
Mayor

[S E A L]

Pueblo Development Foundation
a Colorado nonprofit corporation

Attest: _____
Name: Dan Molello
Title: Secretary

By: _____
Name: Robert L. Root
Title: President

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: June 27, 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 A SUBRECIPIENT AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND THE BOARD OF WATER WORKS OF PUEBLO, COLORADO, AS AUTHORIZED BY SECTION 603 OF THE AMERICAN RESCUE PLAN ACT AND U.S. TREASURY FINAL RULE 31 CFR 35.6 AND AUTHORIZING THE PAYMENT OF ONE HUNDRED TWENTY-SEVEN THOUSAND FIVE HUNDRED DOLLARS ($127,500) FROM PROJECT NO. CI2113 - AMERICAN RESCUE PLAN ACT, FOR PURPOSES THEREOF

SUMMARY:

This Ordinance approves and authorizes the Mayor to sign a Subrecipient Agreement with the Board of Water Works of Pueblo, Colorado ("Pueblo Water") for a water infrastructure project, as authorized by Section 603 of the American Rescue Plan Act and U.S. Treasury Final Rule 31 CFR 35.6. Funds for the project, in the amount of $127,500.00 will be paid out of Project No. CI2113, the American Rescue Plan Act.

PREVIOUS COUNCIL ACTION:

By Ordinance No. 9931, approved on May 17, 2021, the City Council established Project No. CI2113 and budgeted and appropriated up to $36.7 million in funds which were expected to be distributed to the City from the American Recovery Plan Act ("ARPA") for covered costs and eligible expenses to be incurred during the period which began on March 3, 2021 until December 31, 2024 (to be expended by December 31, 2026).

BACKGROUND:

Pueblo Water seeks to remove the hazardous Southside Diversion Dam which provides a source of water supply from the Arkansas River. The low head dam is located adjacent to Pueblo City Park and the Arkansas River Nature Trail and has been the site of multiple deaths by drowning over recent years.

Pueblo Water has requested that the City authorize the use ARPA Funds to construct a scaled physical model to design and develop the design documents into a design-build construction package to remove the hazardous low head dam.

FINANCIAL IMPLICATIONS:

Pueblo Water will receive $127,500.00 in ARPA funds from Project No.CI2113.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

City Council could decide not to support the removal of the low head dam by awarding ARPA funds to the project.

RECOMMENDATION:

Approval of the Ordinance

Attachments:
Proposed Ordinance
Proposed Subrecipient Agreement.

ORDINANCE NO. 10214

AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO SIGN A SUBRECIPIENT AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND THE BOARD OF WATER WORKS OF PUEBLO, COLORADO, AS AUTHORIZED BY SECTION 603 OF THE AMERICAN RESCUE PLAN ACT AND U.S. TREASURY FINAL RULE 31 CFR 35.6 AND AUTHORIZING THE PAYMENT OF ONE HUNDRED TWENTY-SEVEN THOUSAND FIVE HUNDRED DOLLARS ($127,500) FROM PROJECT NO. CI2113 - AMERICAN RESCUE PLAN ACT, FOR PURPOSES THEREOF

RECITALS

The following recitals are incorporated in and made a part of this Ordinance.

WHEREAS, on March 11, 2021, President Biden signed the U.S. Senate-amended H.R. 1319 (P.L. 117-2) known as the American Rescue Plan Act (hereinafter "ARPA"); and

WHEREAS, on May 10, 2021, the U.S. Treasury issued the Interim Final Rule to implement ARPA in Title 31, Part 35 of the Code of Federal Regulations ("CFR"); and

WHEREAS, on January 6, 2022, the U.S. Treasury issued, with an effective date of April 1, 2022, the Final Rule to implement ARPA in Title 31, Part 35 of the Code of Federal Regulations ("CFR"); and

WHEREAS, under ARPA Section 603 and the Final Rule 31 CFR 35.6, the City of Pueblo, as a recipient of ARPA Funds, may use Coronavirus Local Fiscal Recovery Funds ("CLFRF") for water infrastructure projects; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY COUNCIL OF PUEBLO that:

SECTION 1.

The Subrecipient Agreement ("Agreement") dated July 11, 2022, between and the City of Pueblo, a Colorado municipal corporation and the Board of Water Works of Pueblo, Colorado, a copy of which is attached hereto, having been approved as to form by the City Attorney, is hereby approved:

SECTION 2.

The Mayor is hereby authorized to execute said Agreement for and on behalf of the City and the City Clerk is authorized to affix the seal of the City thereto and attest same.

SECTION 3.

Funds in the amount of $127,500.00 are hereby authorized to be paid from Project No. CI2113 – American Rescue Plan Act, for purposes of the water infrastructure project described in the attached Agreement.

SECTION 4.

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 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 June 27, 2022 .

Final adoption of Ordinance by City Council on July 11, 2022 .

_____
President of City Council

Action by the Mayor:

☒ Approved on July 13, 2022 .

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

_____
Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

_____
President of City Council

ATTEST

_____

City Clerk

SUBRECIPIENT AGREEMENT

THIS SUBRECIPIENT AGREEMENT ("Agreement") is made and entered into this 11th day of July, 2022, (hereinafter "Effective Date") by and between the City of Pueblo, a Colorado municipal corporation, hereinafter referred to as the "City" and the Board of Water Works of Pueblo, Colorado, hereinafter referred to as "Pueblo Water" or as the "Subrecipient." City and Pueblo Water/Subrecipient are sometimes each referred to as a "Party" and collectively "Parties."

RECITALS

The following recitals are incorporated in and made a part of this Agreement.

WHEREAS, on March 11, 2021, President Biden signed the U.S. Senate-amended H.R. 1319 (P.L. 117-2) known as the American Rescue Plan Act (hereinafter "ARPA"); and

WHEREAS, on May 10, 2021, the U.S. Treasury issued the Interim Final Rule to implement ARPA in Title 31, Part 35 of the Code of Federal Regulations ("CFR"); and

WHEREAS, by Ordinance No. 9931, approved on May 17, 2021, the City Council established Project No. CI2113 and budgeted and appropriated up to $36.7 million in funds which were expected to be distributed to the City from ARPA for covered costs and eligible expenses to be incurred during the period which began on March 3, 2021 until December 31, 2024 (to be expended by December 31, 2026); and

WHEREAS, on January 6, 2022, the U.S. Treasury issued, with an effective date of April 1, 2022, the Final Rule to implement ARPA in Title 31, Part 35 of the Code of Federal Regulations ("CFR"); and

WHEREAS, under the Final Rule, recipients may use Coronavirus Local Fiscal Recovery Funds ("CLFRF") for water infrastructure projects; and

WHEREAS, Subrecipient has requested that the City use CLRF Funds to construct a scaled physical model to design and develop the design documents into a design-build construction package to remove the hazards associated with the Southside Diversion Dam (hereinafter "SDD"), which serves the Southside Diversion Intake ("SDI") which is a source of water supply from the Arkansas River for the Subrecipient (hereinafter "Project"); and

WHEREAS, the City desires to disburse funds from Project No. CI2113 to the Subrecipient to administer the Project and perform certain services in connection therewith as set forth in this Agreement and in the Scope of Services attached hereto; and

WHEREAS, Subrecipient has represented to the City that is duly qualified, eligible and willing to undertake the Project and provide the services identified herein and in the Scope of Services attached hereto.

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

1. FACTUAL BASIS FOR THE GRANT AWARD

(a) Pueblo Water seeks to remove the hazards associated with the Southside Diversion Dam (SDD), which provides a source of supply from the Arkansas River, below City Park. In pursuit of this endeavor, Pueblo Water has contracted with SG1 Water Consulting, Ltd. (hereinafter "SGI") for the design.

(b) The low head dam is located adjacent to Pueblo City Park and the Arkansas River Nature Trail and has been the site of multiple deaths by drowning over recent years.

(c) The original proposal provided by SG1indicated that there would be a total of 4 phases in the development of a design for the proposed modifications. Phase 1 provided an evaluation of design alternatives and a recommendation. Phase 2 developed that design with computer modeling, providing a detailed digital model. Phase 3 proposes to construct and model a scaled physical model of the design and develop the design documents into a design-build construction package. Phase 4 proposes to aid through construction and commissioning of the modifications. Phase 1 is complete, and Phase 2 is nearing completion. This Subrecipient Agreement continues the design work through Phase 3.

(d) SG1 has solicited a proposal from Northwest Hydraulic Consultants, Ltd. (NHC) of Edmonton, Alberta. This group was chosen for their overall capacity and capability to perform the task of model construction and testing in addition to their physical proximity to the SG1 offices. This proximity will allow SG1 periodic involvement in the model development.

(e) The proposal from SGI requests an additional $510,000 to the existing professional services agreement of $108,520. This extension includes services to be provided by the laboratory (NHC) that will construct and test the physical model ($363,500) and services to coordinate and consult in the development of the physical model as provided by SG1 ($146,500).

(f) To date, Pueblo Water has borne the entire cost of planning to eventually modify the low head dam. The City's ARPA contribution of $127,500, at this time, will ensure that Pueblo Water will have a "shovel-ready" project as it continues to seek additional funding through grant opportunities.

2. SERVICES; RESPONSIBILITIES OF SUBRECIPIENT

(a) Subrecipient agrees to satisfactorily perform and complete all services and items of work, and furnish all labor and materials encompassed within or reasonably necessary to accomplish the tasks and functions described in the Scope of Services attached hereto as Exhibit "A" and incorporated herein by reference, in full compliance with all provisions of this Agreement.

(b) Subrecipient warrants and represents that it: (i) has the requisite authority and capacity to perform all terms and conditions on Subrecipient's part to be performed hereunder; (ii) that it is fully aware of and understands its duty to

perform all functions and services in accordance with the regulatory requirements of 31 CFR Part 35 and those identified in Exhibit "C" hereto; and (iii) that it is accepting federal financial assistance hereunder subject to certain mandatory repayment provisions.

3. RESPONSIBILITIES OF THE CITY

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

4. SUBRECIPIENT'S COMPENSATION AND METHOD OF PAYMENT

(a) The City will pay to Subrecipient an amount up to that specified in subparagraph (c) of this paragraph as full compensation for all services and work to be performed or undertaken by Subrecipient under this Agreement. Payment of funds to Subrecipient is subject to all of the following requirements, which shall be conditions precedent to payment: (i) that Subrecipient has expended funds for eligible approved expenditures, (ii) that Subrecipient is not in default of any material provision of this Agreement nor applicable law or regulation, (iii) that Subrecipient has timely submitted requests for payment or reimbursement detailing the eligible payment or reimbursement items in a format approved by City, (iv) that Subrecipient has certified with each payment or reimbursement request compliance with the requirements identified in Exhibit "C" and that all expenditures for which reimbursement is sought were made for and in furtherance of the approved Project and are an eligible use of federal assistance under ARPA and federal regulations.

(b) Payment hereunder is also subject to and may only be disbursed in accordance with applicable Federal regulations including but not limited to those at 31 CFR Part 35, as presently promulgated and as same may be revised from time to time in the future, all other terms of this Agreement, and any special provisions in the Scope of Services. All payments received by Subrecipient hereunder are subject to repayment by Subrecipient as provided in 31 CFR Part 35.

(c) The aggregate of all payments made hereunder shall not exceed One Hundred Twenty-Seven Thousand Five Hundred Dollars (U.S. $127,500.00). City shall make full payment to Subrecipient within thirty (30) days following approval of this Agreement by the City Council of the City of Pueblo and execution of this Agreement by the Subrecipient.

(d) Upon expiration of the term of this Agreement or upon any prior termination, Subrecipient shall transfer to City any funds provided hereunder which are on hand at the time of expiration or termination.

5. TERM OF PROJECT AND AGREEMENT

(a) The term of the Project shall be from the Effective Date set forth above to December 31, 2024 unless this Agreement is sooner terminated as herein provided.

(b) The term of this Agreement shall be from the Effective Date set forth above to December 31, 2024 unless sooner terminated as herein provided.

6. TERMINATION OF AGREEMENT

(a) For Cause: This Agreement may be terminated by City for cause, including any nonperformance by the Subrecipient, upon ten (10) days written notice to Subrecipient including a statement of the reasons therefore, and after an opportunity for a hearing has been afforded. If a hearing is requested, it shall be held before the City's Mayor whose decision shall be final. The determination of the City as to the cause of termination and the appropriateness thereof shall be final and binding upon both City and Subrecipient. Cause for termination shall include any material failure by Subrecipient to comply with any term of this Agreement.

(b) For Convenience: This Agreement may be terminated by City for convenience upon ten (10) days written notice to Subrecipient, which decision shall not be subject to appeal.

(c) Post Expiration and Termination Procedures: Upon expiration or in the event of a prior termination, all remaining and unspent grant funds, shall immediately become the sole and separate property of the City and the Subrecipient shall perform all acts and execute all instruments necessary to transfer and assign such funds to the City. All finished or unfinished documents, data, studies, reports, and work product prepared by the Subrecipient under this Agreement or with grant funds shall, at the option of the City, become City's property.

7. ASSIGNABILITY

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

8. CONFLICT OF INTEREST

The Subrecipient certifies and warrants that neither it nor any members of its Board of Directors, officers or employees has or will derive any personal or financial interest or benefit from the activity or activities assisted pursuant to this Agreement, nor has an interest in any contract, subcontract or agreement with respect thereunto, nor the proceeds thereunder, either for themselves or for those with whom they have family or business ties, during their tenure and for one year thereafter. Subrecipient shall avoid all conflicts of interest which are prohibited by applicable federal regulations including but not limited to those set forth in 31 CFR Part 35 as presently promulgated and as same may be revised from time to time in the future.

9. SUBRECIPIENT RECORDS

Subrecipient shall maintain records as to all services provided, reimbursable expenses incurred in performing the Scope of Services and complete accounting records. Accounting records shall be kept on a generally recognized accounting basis and as requested by the City's auditor. The Subrecipient agrees to comply with all applicable uniform administrative requirements described or referenced in 31 CFR 35. The Compliance Provisions attached as Exhibit "B" hereto are made a part of this Agreement and Subrecipient agrees to perform and comply with same. The City, Comptroller General of the United States, the Inspector General of the U.S. Treasury and any of their authorized representatives, shall have the right to inspect and copy, during reasonable business hours, all books, documents, papers and records of the Subrecipient which relate to this Agreement for making an audit or examination. Upon completion of the work and end of the term of this Agreement, the City may require copies of all Subrecipient's financial records relating to this Agreement to be turned over to City.

10. MONITORING AND EVALUATION

The City shall have the right to monitor and evaluate the progress and performance of the Subrecipient to assure that the terms of this Agreement are being satisfactorily fulfilled in accordance with City's and other applicable monitoring and evaluation criteria and standards. The City shall at least quarterly review the Subrecipient's performance using on-site visits, progress reports required to be submitted by the Subrecipient, audit findings, disbursements transactions and contact with the Subrecipient as necessary. The Subrecipient shall furnish to the City quarterly program and financial reports of its activities in such form and manner as may be requested by the City. Subrecipients shall fully cooperate with City in relation to such monitoring and evaluation.

11. SUBRECIPIENT FILES AND INFORMATION REPORTS

The Subrecipient shall maintain files containing information which shall clearly document all activities performed in conjunction with this Agreement, including, but not limited to, financial transactions, conformance with assurances and activity reports. These records shall be retained by the Subrecipient for a period of three years after the completion of the Project. Financial and activity reports shall be submitted quarterly no later than the ninth day of the month following the end of the quarter for which the report is submitted.

12. INDEPENDENCE OF SUBRECIPIENT

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

13. LIABILITY, INSURANCE

(a) As to the City, Subrecipient agrees to assume the risk of all personal injury, including death and bodily injury, and damage to and destruction of property,

including loss of use therefrom, caused by or sustained, in whole or in part, in conjunction with or arising out of the performance or nonperformance of this Agreement by Subrecipient or by the conditions created thereby. Subrecipient further agrees to indemnify and save harmless the City, its officers, agents and employees, from and against all claims, liabilities, costs, expenses, penalties and attorney fees arising from such injuries to persons or damages to property or based upon or arising out of the performance or nonperformance of this Agreement by Subrecipient or out of any violation by Subrecipient of any statue, ordinance, rule or regulation.

(b) Subrecipient agrees that it shall procure and will maintain during the term of this Agreement, such insurance as will protect it from claims for damages because of personal injury including bodily injury, sickness or disease or death of any of its employees or of any person other than its employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom; and such insurance will provide for coverage in such amounts as set forth in subparagraph (c).

(c) The minimum insurance coverage which Subrecipient shall obtain and keep in force is Comprehensive General and Automobile Liability Insurance with limits not less than Five Hundred Thousand and No/100 Dollars ($500,000) per person and One Million Dollars ($1,000,000) per occurrence for personal injury, including but not limited to death and bodily injury, and Fifty Thousand and No/100 Dollars ($50,000) per occurrence for property damage.

(d) Workers' Compensation Insurance complying with statutory requirements in Colorado.

(e) Subrecipient shall furnish a certificate of insurance certifying such coverage to City's Director of Finance prior to disbursement of any funds to Subrecipient.

14. CERTIFICATIONS

The Subrecipient agrees to execute and abide by the certifications contained in Exhibit "C" hereto, and Subrecipient's application for ARPA funds, both of which are hereby made a part of this Agreement. In the event of any conflict between the terms of this Agreement and Subrecipient's Application, this Agreement shall control.

15. REVERSION OF ASSETS

(a) Upon expiration of the term of this Agreement, or upon any prior termination, Subrecipient shall transfer to City any funds provided hereunder which are on hand at the time of expiration or termination.

(b) In the event City incurs any costs or expenses in enforcing the requirements of this paragraph 15 or in bringing any action to recover the property or amount of any repayment obligation, City shall be entitled to recover its costs and expenses, including reasonable attorney's fees.

16. PERA LIABILITY

The Subrecipient 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 Subrecipient shall fill out the questionnaire attached as Exhibit D and submit the completed form to City's Finance Office as part of the signed Agreement.

17. ENTIRE AGREEMENT; AMENDMENTS

The provisions set forth in this Agreement, and all Exhibits and attachments to this Agreement, constitute the entire and complete agreement of the parties hereto and supersede all prior written and oral agreements, understandings or representations related thereto. No amendment or modification of this Agreement, and no waiver of any provisions of this Agreement shall be binding unless made in writing and executed by the duly authorized officers of both the Subrecipient and City.

18. GOVERNMENT IMMUNITY. The City and the Subrecipient do not waive or intend to waive, by any provisions of this Agreement, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act § 24-10-101 to 120, C.R.S., or otherwise available under applicable law.

19. NO THIRD-PARTY BENEFICIARIES. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement shall be strictly reserved to the Parties and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third party. It is the express intention of the Parties that any person other than the Parties receiving services or benefits under the Agreement shall be deemed an incidental beneficiary only.

20. 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.

21. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall nonetheless remain in full force and effect.

22. RULES OF CONSTRUCTION. The Parties acknowledge that the Parties and their counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting Party shall not be employed in the interpretation of this Agreement or any exhibits or amendments hereto.

23. WAIVER. The waiver or failure to enforce any provision of this Agreement shall not operate as a waiver of any future breach of any such provision or any other provision hereof.

24. NO MONETARY DAMAGES AGAINST CITY. In consideration of City entering into the Agreement, Subrecipient waives and discharges City, its officers, agents and employees from any and all claims for any monetary damages whether such claims arise under tort, contract, statutory or any other law.

25. 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.

26. SIGNATURES

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

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

CITY OF PUEBLO
A COLORADO MUNICIPAL CORPORATION

_____
City Clerk

By_____
Nicholas A Gradisar, Mayor

[S E A L]

Subrecipient:
BOARD OF WATER WORKS OF PUEBLO, COLORADO

ATTEST:

By_____
Signature

Name_____

Title_____

By_____
Signature

Name_____

Title_____

EXHIBIT A
SCOPE OF SERVICES

Changes in the scope of services, budget, or method of compensation contained in this Agreement, unless otherwise noted, may only be made through a written amendment to this Agreement, executed by the Subrecipient and the City.

A. Performance Monitoring:

The City will monitor the performance of the Subrecipient according to the Principal Tasks and Budget set forth herein. Substandard performance shall mean non-compliance with this Agreement. If actions to correct such substandard performance are not taken by the Subrecipient 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.

SUBRECIPIENT'S SCOPE OF SERVICES

B. Principal Tasks

Construct a scaled physical model to design and develop the design documents into a design-build construction package to remove the hazards associated with the Southside Diversion Dam which serves the Southside Diversion Intake.

C. Budget

$127,500.00

EXHIBIT B
COMPLIANCE PROVISIONS INCORPORATED
IN THE SUBRECIPIENT AGREEMENT

1. An accounting system using the accrual basis of generally accepted accounting principles which accurately reflects all costs chargeable (paid and unpaid) to the Project is mandatory. A receipts and disbursements ledger must be maintained. A general ledger with an income and expense account for each budgeted line item is necessary. Paid invoices revealing check number, date paid and item is necessary. Similarly, cash receipts for the payment of wages is mandatory. Paid invoices revealing check number, date paid and evidence of goods or services received are to be filed per the expense account they were charged. The City must review and approve your account system and internal controls prior to the release of funds.

2. There is no flexibility on budgets. Line items may be changed only by the City's written concurrence of a budget amendment.

3. A log listing all long-distance telephone calls must be maintained (showing date, city and agency called, person making call and person called).

4. Eligible expenses are those considered reasonable and necessary costs for the efficient operation of the Project as determined by the City. All costs must be budgeted items. Request for advance or reimbursements of expenses must be accompanied by:

    1. Original invoice marked with funding source
    2. Detailed listing of each expense showing:
        a) recipient
        b) brief description of purchase
        c) amount with method of computation detailed

Cost Summary must be submitted monthly to reflect entries through the closing date for the books (indicate Closing Date on Cost Summary).

5. All employees handling funds are required to be insured by a fidelity bond.

6. The City shall not be obligated to any third party contractors of the Subrecipient. The subrecipient is further cautioned against obligating funds beyond the contract date of the agreement between the City and the Subrecipient.

7. The Subrecipient will furnish the City such statements, records, data and information, and permit such interviews with personnel as the City may request to effectively monitor and evaluate the project.

8. City auditors will periodically make interim audits and may, upon completion of the Project, make a final audit.

9. All records must be retained by the Subrecipient for a period of three years following the last day of the Agreement. (Cost summary reports must reflect actual general ledger balances.)

EXHIBIT C
CERTIFICATIONS

Subrecipient hereby certifies that the grant will be conducted and administered in compliance with all applicable municipal, state and federal statutes and regulations, including but not limited to the following:

Municipal and State

(1) The Charter, Municipal Code and the Rules and Regulations of the City of Pueblo, including but not limited to, the legal obligation to obtain all required licenses and permits from the City of Pueblo.

(2) The Constitution, Colorado Revised Statutes and the Rules and Regulations of the State of Colorado, including, but not limited to, the legal obligation to obtain all required licenses and permits from the State of Colorado.

Federal

(1) Title VII of the Civil Rights Act of 1964 (Pub. L. 88-352; 42 U.S.C. 2000d, et seq.) and implementing regulations issued at 24 CFR Part 1;

(2) Title VIII of the Civil Rights Act of 1968 (Pub. L. 90-284; 42 U.S.C. 3601, et seq.), as amended; and that the grantee will administer all programs and activities related to housing and community development in a manner to affirmatively further fair housing;

(3) Section 109 of the Housing and Community Development Act of 1974, as amended; and the regulations issued pursuant thereto;

(4) Section 3 of the Housing and Urban Development Act of 1968, as amended;

(5) Executive Order 11246, as amended by Executive Orders 11375 and 12086, and implementing regulations issued at 41 CFR Chapter 60;

(6) Executive Order 11063, as amended by Executive Orders 12259, and implementing regulations at 24 CFR Part 107;

(7) Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended, and implementing regulations when published for effect;

(8) The Age Discrimination in Employment Act of 1975 (Pub. L. 94-135), as amended, and implementing regulations when published for effect;

(9) The relocation requirements of Title II and the acquisition requirements of Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and the HUD implementing regulations set forth in 24 CFR Part 42;

(10) Executive Order 11988 relating to the evaluation of flood hazards and Executive Order 11288 relating to the prevention, control and abatement of water pollution;

(11) The flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (Pub. L. 93-234);

(12) The applicable regulations, policies, guidelines and requirements of OMB Circular Nos. A-102, Revised, 24 CFR 85 and Subpart J of 24 CFR 570, A-87, A-110, A-122, A-128 and A-133 as they relate to the acceptance and use of federal funds under this federally-assisted program;

(13) The Clean Air Act (42 U.S.C. 7401 et.seq.) as amended; particularly section 176 (c) and (d) [42 U.S.C. 7506 (c) and (d)];

(14) The Safe Drinking Water Act of 1974 (42 U.S.C. 201, 300 (f) et.seq., and 21 U.S.C. 349) as amended; particularly section 1424 (e) (42 U.S.C. 300 (h)-303 (e));

(15) The Endangered Species Act of 1973 (16 U.S.C. 1531 et. Seq.) as amended; including but not limited to section 7 (16 U.S.C. 1536) thereof;

(16) The Reservoir Salvage Act of 1960 916 U.S.C. 469 et.seq.); particularly section 3 (16 U.S.C. 469a-1); as amended by the Archeological and Historical Preservation Act of 1974;

(17) Flood Disaster Protection Act of 1973 (42 U.S.C. 4001 et.seq.) as amended; particularly sections 102(a) and 202(a) [42 U.S.C. 4012a(a) and 4106(a)];

(18) Executive order 11990, Protection of Wetlands, May 24, 1977 (42 FR 26961 et. Seq.); particularly sections 2 and 5;

(19) Lead-Based Paint Poisoning Prevention requirements of 25 CFR Part 35 issued pursuant to the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821 et.seq.);

(20) The National Historic Preservation Act of 1966 (16 U.S.C. 470 et seq.) as amended; particularly section 106 (16 U.S.C. 470f); and

(21) Executive Order 11593, Protection and Enhancement of the Cultural Environment, May 13, 1971 (36 FR 8921 et seq.); particularly section 2(c).

(22) Construction work financed in whole or in part with federal funds is subject to the prevailing wage requirements of the Davis-Bacon Act (29 CFR, Parts 3 and 5), the Copeland Act (29 CFR Part 3), and the Contract Work Hours and Safety Standards Act (Public Law 91-54, 83 Stat. 96). When a project meets this applicability requirement, the labor standards provision of the HUD 4010 and the Davis-Bacon Wage Decision issued for the project will be incorporated into this contract document and shall be incorporated into all construction contracts and subcontracts of any tier thereunder.

(23) No ARPA funds may be expended for lobbying purposes and payments from other sources for lobbying must be disclosed (24 CFR Part 87).

(a) No federally appropriated funds have been or will be paid, by or on behalf of subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal,

amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(b) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(24) Where asbestos is present in property undergoing rehabilitation, Federal requirements apply regarding worker exposure, abatement procedures and disposal. (CPD-90-44 EPA/OSHA).

EXHIBIT D
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___.

b) If you answered "yes" to (a) above, please answer the following question: Are you an individual, sole proprietor or partnership, or a business or company owned or operated by a PERA Retiree or an affiliated party? Yes ____, No____.
If you answered "yes" please state which of the above entities best describes your business:
_____

c) If you answered "yes" to both (a) and (b), 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)

Failure to accurately complete, sign and return this document to the City of Pueblo may result in your being denied the privilege or doing business with the City of Pueblo.

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.

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 co-beneficiary 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: June 27, 2022

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Laura Solano, Chief of Staff

SUBJECT: AN ORDINANCE BUDGETING AND APPROPRIATING FUNDS FROM THE UNAPPROPRIATED FUND BALANCE OF THE GENERAL FUND IN THE AMOUNT OF $15,000 TO COUNCIL CONTINGENCIES TO REIMBURSE PAYMENT TO GOODNIGHT BARN FOUNDATION

SUMMARY:

This Ordinance budgets and appropriates $15,000 from the unappropriated Fund Balance of the General Fund ("Reserves") to Council Contingencies to reimburse payment to Goodnight Barn Foundation.

PREVIOUS COUNCIL ACTION:

On May 9, 2022, by Resolution No. 14889, City Council approved the expenditure of funds in the amount of $15,000 to be paid from the Council Contingencies Account in the 2022 General Fund Budget to the Goodnight Barn Foundation to support the Chuck Wagon Rendezvous. This Ordinance increases council contingencies by $15,000 out of the City's 2022 budgetary reserves to reimburse the payment to the Goodnight Barn Foundation.

BACKGROUND:

The Goodnight Barn Foundation's 2022 Chuck Wagon Rendezvous was held on May 20 and 21, 2022. On Friday, May 20th, the public enjoyed participating in living history (featuring trappers, Kit Carson, Zebulon Pike, Buffalo Soldiers, etc.), seminars on chuck wagons and more. Friday evening included western music around a campfire, food trucks and some western vendors. On Saturday, May 21st participating wagons cooked and served traditional culinary fare at 3:00 p.m. Excess revenues from this event will fund construction of bathrooms at the Goodnight Barn.

FINANCIAL IMPLICATIONS:

Funds in the amount of $15,000 will be transferred from the 2022 unappropriated fund balance of the General Fund (the City of Pueblo's reserves).

BOARD/COMMISSION RECOMMENDATION:

Not Applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not Applicable to this Ordinance.

ALTERNATIVES:

If this Ordinance is not approved, the Council Contingencies Account in the 2022 General Fund Budget will not be reimbursed $15,000.

RECOMMENDATION:

Approve the Ordinance.

Attachments:
Proposed Ordinance

ORDINANCE NO. _____

AN ORDINANCE BUDGETING AND APPROPRIATING FUNDS FROM THE UNAPPROPRIATED FUND BALANCE OF THE GENERAL FUND IN THE AMOUNT OF $15,000 TO COUNCIL CONTINGENCIES TO REIMBURSE PAYMENT TO GOODNIGHT BARN FOUNDATION

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

SECTION 1.

Funds in the amount of amount of $15,000 are hereby authorized to be budgeted and appropriated out of the unappropriated Fund Balance of the General Fund for budget year 2022 to Council Contingencies account.

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 established 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 June 27, 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

City Clerk's Office Item # R-4

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: June 27, 2022

TO: President Heather Graham and Members of City Council

CC: Nicholas A. Gradisar, Mayor

VIA: Marisa Stoller, City Clerk

FROM: Bryan Gallagher, Director, Housing and Citizen Services

SUBJECT: AN ORDINANCE APPROVING AND ADOPTING THE CITY OF PUEBLO'S 2022-2023 ACTION PLAN FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AND THE HOME INVESTMENT PARTNERSHIP ACT GRANT (HOME), AUTHORIZING THE MAYOR OF THE CITY OF PUEBLO TO SUBMIT THE APPLICATION TOGETHER WITH ALL REQUIRED AND NECESSARY CERTIFICATIONS, ASSURANCES, AND DOCUMENTATION TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT, AND APPROPRIATING AND BUDGETING CDBG AND HOME FUNDS THEREFORE

SUMMARY:

This Ordinance approves the 2022-2023 Action Plan as presented. The Action Plan contains the funding recommendations made by the Citizens' Advisory Committee (CAC) and Staff.

PREVIOUS COUNCIL ACTION:

The City Council has not taken any previous action on this matter.

BACKGROUND:

As an entitlement city, the City of Pueblo is required by the U.S. Department of Housing and Urban Development (HUD) to complete an Annual Action Plan for each of the years of the Consolidated Plan. This Action Plan and the accompanying documentation serve as the City's application to HUD for the 2022-2023 Community Development Block Grant (CDBG) and HOME Investment Partnership Act Grant (HOME). This is the third Action Plan under the 2020-2024 Five-Year Consolidated Plan.

A public meeting was held to receive citizen input and to hear applicant presentations on July 22, 2021. HUD CPD Notice 22-05 requested a delay in the annual action plan submission process. The notice of the availability of the 2022 Annual Action Plan was published on March 10, 2022 and made available to the public for review on March 11, 2022, formally opening the public comment period for thirty-days. Public meetings were held on March 17, 2022 and April 14, 2022. Copies were available at the City Clerk's Office, the Rawlings Library, the Department of Housing and Citizen Services (Department), and the City's website.

FINANCIAL IMPLICATIONS:

The City anticipates receiving $1,495,303 in CDBG funding and $979,677 in HOME Consortium grant funding with an additional $479,134.72 in program income and $34,203.11 in homebuyer recapture for housing and community development projects in 2022. The HOME Consortium grant is shared with Pueblo County on an 87%/13% City/County basis. The HOME grant requires a 25% match. The City's portion is $196,547. The City received more program income and HOME formula grant funding than anticipated, and as such, the appropriated $135,000 within the City's 2022 budget is an insufficient match. Additional funds of $61,547 are requested from the General Fund Balance to be applied to the match deficit.

BOARD/COMMISSION RECOMMENDATION:

The Citizens Advisory Committee (CAC) has recommended that the City Council approve the activities outlined in the 2022-2023 Action Plan and presented its recommendations to Council during Work Session on September 13, 2021.

STAKEHOLDER PROCESS:

The following stakeholder processes were undertaken by the Department. On May 1, 2021, applications for grant funding were made available to the community. Public hearings were held before the CAC on July 22, 2021. The public hearings were open for public comments, and for funding applicants to present their requests to the CAC. The CAC deliberations were held on August 10, 2021. This was an open meeting, but opportunity for public comment is not provided. The 30-day comment period began March 12, 2022, with the publication of a public notice in *The Pueblo Chieftain*.

ALTERNATIVES:

The City Council can choose to not apply for the CDBG and HOME grants, in which case a number of community services will need to find alternative funding.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:
2022 CDBG and HOME Funding Attachment A
2022 Annual Action Plan
Application for Federal Assistance SF-424/SF-424D: HOME
Application for Federal Assistance SF-424/SF-424D: CDBG
Certifications
Department Certificate of Correctness

ORDINANCE NO. 10215

AN ORDINANCE APPROVING AND ADOPTING THE CITY OF PUEBLO'S 2022-2023 ACTION PLAN FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AND THE HOME INVESTMENT PARTNERSHIP ACT GRANT (HOME), AUTHORIZING THE MAYOR OF THE CITY OF PUEBLO TO SUBMIT THE APPLICATION TOGETHER WITH ALL REQUIRED AND NECESSARY CERTIFICATIONS, ASSURANCES, AND DOCUMENTATION TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT, AND APPROPRIATING AND BUDGETING CDBG AND HOME FUNDS THEREFORE

WHEREAS, the City of Pueblo is designated as an entitlement city under the Housing and Community Development Act of 1974, and will receive Community Development Block Grant (CDBG) and HOME Investment Partnership Act Grants (HOME) for fiscal year 2022; and,

WHEREAS, the City of Pueblo conducted a citizen participation process that included two public hearings within the City of Pueblo in addition to a third public hearing before City Council to obtain the views of citizens, non-profit and neighborhood groups on the City's housing and community needs; NOW, THEREFORE,

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

SECTION 1.

The City Council hereby finds and determines that the City of Pueblo's 2022-2023 Action Plan listing projects and programs for funding from CDBG and HOME federal funds has been developed to give maximum feasible priority to activities which will benefit low- to moderate-income families and/or aid in the prevention or elimination of slum and blight, as required by HUD, and is hereby approved, adopted, and incorporated herein.

SECTION 2.

The Mayor is hereby authorized to submit, in the name of the City of Pueblo, the applications (SF-424/SF-424D) and the 2022-2023 Action Plan, together with all required and necessary certifications, assurances, and documentation to the U.S. Department of Housing and Urban Development for $1,459,303.00 in 2022 CDBG funds and $979,677.00 in 2022 HOME funds, along with $479,134.72 in HOME program income and $34,203.11 in homebuyer funds recaptured from prior years.

SECTION 3.

CDBG funds in the amount of $1,459,303.00 and HOME funds in the amount of $977,677.00, HOME program income in the amount of $479,134.72, and HOME homebuyer recaptured funds in the amount of $34,203.11, the 2022 allocation, are hereby budgeted and appropriated for the projects and in the amounts set forth in the 2022-2023 Action Plan. A list of the recommended projects is herein included as Attachment A.

SECTION 4.

The HOME Program requires local matching funds. The City's portion of matching funds is $196,547.00. During the annual budget process, $135,000.00 was previously budgeted and appropriated for the HOME match. The balance of City HOME matching funds in the amount of $61,547.00 are hereby budgeted and appropriated from the General Fund to the projects and in the amounts set forth in the 2022-2023 Action Plan.

SECTION 5.

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 6.

If any section, paragraph, clause, or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Ordinance.

SECTION 7.

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

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on June 27, 2022 .

Final adoption of Ordinance by City Council on July 11, 2022 .

_____

President of City Council

Action by the Mayor:

☒ Approved on July 13, 2022 .

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

_____
Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

_____
President of City Council

ATTEST

_____
City Clerk

2022 Annual Action Plan

Attachment A

Community Development Block Grant Program Funds			
Project No.	**Project Name**	**Project Agency**	**Amount**
	Public Services		
CD2201	Administration	DHCS	$ 291,860.00
CD2202	Homeless Prevention	Posada	$ 35,000.00
CD2203	Homeless Supportive Services	Posada	$ 25,000.00
CD2204	Homeless Youth Services	Posada	$ 25,000.00
CD2205	Shelter Services	Pueblo Rescue Mission	$ 33,000.00
CD2206	Meal Program	Pueblo Rescue Mission	$ 20,000.00
CD2207	Senior Transportation	SRDA	$ 17,000.00
CD2208	Nutrition on Wheels Program	Pueblo Cooperative Care	$ 40,000.00
CD2209	Home Stability Program	Catholic Charities	$ 20,000.00
	Public Facilities/Neighborhood Improvements		
CD2210	ADA Curb Ramps	Public Works	$ 400,000.00
CD2211	Abatement of Dangerous Buildings	Public Works	$ 75,000.00
CD2212	Bradford Basketball Court Rehabilitation	Anthony Carbajal	$ 195,000.00
CD2213	Rawlings Library ADA Improvements	Pueblo Library District	$ 75,000.00
	Housing Activities		
CD2214	ERESP	Pueblo County	$ 40,000.00
CD2215	Minor Repair Program	DHCS	$ 64,943.00
CD2216	Rehabilitation	DHCS	$ 75,000.00
CD2217	Voluntary Demo	DHCS	$ 27,500.00
			$ 1,459,303.00
HOME Partnership Investement Act Program Funds			
Project No.	**Project Name**	**Project Agency**	**Amount**
HO2210	City Administration	City of Pueblo	$ 85,232.00
HP22PA	City Admin from Program Income	City of Pueblo	$ 47,913.00
HO2220	County Administration	Pueblo County	$ 12,735.00
HO2030	County Programs	Pueblo County	$ 95,520.00
HO2040	Community Housing Development Organization	TBD	$ 146,952.00
HO2050	City Programs	City of Pueblo	$ 639,238.00
HO2060	City Match	City of Pueblo	$ 196,547.00
HO22PI	Program Income	City of Pueblo	$ 431,221.72
HO22HP	Homebuyer Recaptured Funds	City of Pueblo	$ 34,203.11
			$ 1,689,561.83



2022 Annual Action Plan

City of Pueblo and Pueblo Consortium

March 12 – April 13, 2022

OMB Control No: 2506-0117 (exp. 09/30/2021)

Executive Summary

AP-05 Executive Summary - 91.200(c), 91.220(b)

1. Introduction

The City of Pueblo is a federal entitlement community under the U.S. Department of Housing and Urban Development's Community Development Block Grant (CDBG) Program. The City of Pueblo and Pueblo County participate as a Consortium within the HOME Investment Partnerships Program (HOME).

As a CDBG Program HUD entitlement community, the City is required to prepare an Annual Plan to implement any federal programs that fund housing, community development, and economic development within the community. This Annual Plan covers FY 2022 (March 1, 2022 through February 28, 2023) and will be submitted to HUD for approval.

The purpose of the Annual Plan is to guide federal funding decisions in FY2022. The Annual Plan is guided by three overarching goals that are applied according to a community's needs. The goals are:

1. To provide decent housing by preserving the affordable housing stock, increasing the availability of affordable housing, reducing discriminatory barriers, increasing the supply of supportive housing for those with special needs, and transitioning homeless persons and families into housing.
2. To provide a suitable living environment through safer, more livable neighborhoods, greater integration of low-and moderate-income residents throughout the City, increased housing opportunities, and reinvestment in deteriorating communities.
3. To expand economic opportunities through more jobs paying self-sufficient wages, homeownership opportunities, development activities that promote long-term community viability, and the empowerment of low-and moderate- income persons to achieve self-sufficiency.

The overall priority for the investment of federal funds is to increase self-sufficiency and economic opportunity for lower income residents and individuals with special needs so that they can achieve a reasonable standard of living.

In addition to $479,134.72 in HOME program income, the City of Pueblo anticipates receiving the following federal resources in FY 2022:

- CDBG $1,459,303
- HOME $979,677

2. Summarize the objectives and outcomes identified in the Plan

This could be a restatement of items, or a table listed elsewhere in the plan or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis, or the strategic plan.

The goals and objectives identified in the 2022 Annual Action Plan tie back to the Strategic Plan, which is part of the 2020-2024 Consolidated Plan. The Strategic Plan provides a framework to address the needs of the City using CDBG and HOME funds. The three overarching objectives guiding the proposed activities are:

- Providing Decent Affordable Housing
- Creating Suitable Living Environments
- Creating Economic Opportunities

Outcomes show how programs and activities benefit a community or the people served. The three outcomes that will illustrate the benefits of each activity funded by the CDBG and HOME programs are:

- Improve Availability/Accessibility to housing and services
- Improve Affordability of housing and services
- Improve Sustainability of housing and services

All activities funded in FY2022 will support at least one objective and one outcome. The identified priorities include:

1. Affordable Housing
2. Public Services including Services for Homelessness
3. Public Infrastructure and Facilities
4. Economic Development and Community Revitalization
5. Fair Housing Education and Outreach
6. Administration and Planning

3. Evaluation of past performance

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.

The following evaluation of past performance is from the FY2021 (March 1, 2021, through February 28, 2022) Consolidated Annual Performance and Evaluation Report (CAPER). This CAPER has been submitted to HUD but has not yet been approved. The accomplishments that follow are those achieved through the expenditure of CDBG and HOME funds:

In 2021, the City received $1,504,131 in CDBG grant funds. The City drew down CDBG funds in the amount of $549,636.68, based on PR26- Report. The 2021 HOME grant received was $852,826, and the City had not drawn down funds prior to yearend. The City will receive $479,134.72.00 in HOME program income and $34,203.11 in recaptured funds from previous homebuyer projects funded by the HOME grant. Matching funds to the HOME grant in the amount of $270,602.58 were provided by the Consortium members. Based on the PR-26 Report, $508,901.44 (92.59%) of the funds drawn benefited low and moderate-income households and neighborhoods.

The City and the Consortium fell short in its program year goals in several categories: public services, public facilities and infrastructure, and tenant-based rental assistance affordable housing, homeless prevention, and demolition. New rental housing projects were delayed seeking capital, A motel conversion was repurposed as a non-congregate care facility responding to the COVID19 virus. While the number of demolition projects are down, the costs of demolition is ever increasing. Additional expenses in this category account for reduced volume. Homeless service numbers are less than predicted due to facility relocation. The homeless supportive service facility was relocated to increase accessibility in service delivery. The program start was delayed by six months. The number served is at 47% of expected, and the City anticipates that the number served to return to expected levels.

There was a total of 10,752 persons assisted with CDBG and 51 households assisted via HOME. Among those assisted with CDBG funds, 98% identify as White, 45% as Hispanic and 1% as Black.

In 2021, the CDBG grant leveraged $2.5 million, in additional funding for public service programs. A Private Activity Bond in the amount of $6.2M was allocated to the Colorado Housing Finance Authority for single-family mortgage capital.

The City and County currently fund non-profit agencies through the CSAC Partnership. A total of $959,290 in general revenue funds were provided by the City and County. For the 2021 reporting period, the Commission recommended funding for 32 agencies. Health and human service agencies received $605,410 (63%); childcare received $125,755 (13%); youth program received $121,435 (13%), and cultural activities & events received $65,220 (7%). The County allocated the half of administration fee it normally receives, to go directly to the grantees.

The City of Pueblo's Department of Housing and Citizen Services developed an outreach effort to maximize input from a large cross-section of stakeholders. This outreach effort included an online survey, virtual public meetings, published meeting notices, and virtual stakeholder meetings. The outreach process highlighted several key issues within the community including the need for quality, affordable housing, accessible housing, and services for those experiencing homelessness, workforce training and economic development activities. A complete summary of Citizen Participation, including comments, is included in the Citizen Participation Appendix.

4. Summary of Citizen Participation Process and consultation process

Summary from citizen participation section of plan.

Notice of the 2022 Annual Action Plan and 30-day comment period was published in the Pueblo Chieftain on March 10, 2022. Copies of the 2022 Annual Action Plan were made available at the City Clerk's Office, the Rawlings Library, the Department of Housing and Citizen Services, and available electronically on the Department's website.

Public meetings were held on March 17, 2022 and April 14, 2022 in the Community Room of the Pueblo County Department of Human Services located at 2631 E 4th Street, Pueblo, Colorado.

5. Summary of public comments

This could be a brief narrative summary or reference an attached document from the Citizen Participation section of the Con Plan.

No comments were received.

6. Summary of comments or views not accepted and the reasons for not accepting them

None

7. Summary

PR-05 Lead & Responsible Agencies - 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

The following are the agencies/entities responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
CDBG Administrator	PUEBLO	Department of Housing and Citizen Services
HOME Administrator	PUEBLO	Department of Housing and Citizen Services

Table 1 – Responsible Agencies

Narrative

The following are the agencies/entities responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Consolidated Plan Public Contact Information

The City of Pueblo's Department of Housing and Citizen Services administers the CDBG grant. The City of Pueblo and Pueblo County participate as a Consortium within the HOME Investment Partnerships Program (HOME). As the participating jurisdiction, the City of Pueblo undertakes all monitoring and reporting on behalf of Pueblo County. Pueblo County undertakes its affordable housing programs.

Consolidated Plan Public Contact Information

Bryan Gallagher, Director
City of Pueblo Department of Housing and Citizen Services
2631 E. 4th Street, Pueblo, CO. 81001
Phone: 719-553-2850
Email: housing@pueblo.us

AP-10 Consultation - 91.100, 91.200(b), 91.215(l)

1. Introduction

The City of Pueblo's Department of Housing and Citizen Services developed an outreach effort to maximize input from a large cross-section of stakeholders. This outreach effort included public meetings, published meeting notices, and stakeholder/focus group meetings meant to engage a broad variety of stakeholders and City residents consistent with the Citizen Participation Plan.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l)).

Meaningful collaboration as it relates to the development and implementation of housing and community development programs and services has become increasingly important as the federal resources available to these programs are taxed by extraordinary cost increases. Collaboration with housing and service providers helps the City to capture the maximum benefit for each dollar it invests and ensures that investments strategically address both short-term needs and advance long-term goals.

The Department of Housing and Citizen Services conducts ongoing consultation with human services agencies, housing development organizations, and municipal departments at various points in time during a program year.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

Pueblo is a member of the statewide Colorado Coalition for the Homeless (Coalition) and receives funding through the statewide balance. The Colorado Balance of State Continuum of Care (BoS CoC) is represented locally by the various housing and service providers working to meet the needs of persons experiencing homelessness while also working to end homelessness. The City is in frequent communication with housing and service providers.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

The City of Pueblo does not receive or administer ESG Funds. The City of Pueblo met with the Continuum of Care (COC) during the consultation process to coordinate between government, mental health, and other service agencies, and the Consolidated Plan reflects the same goals and objectives.

2. Agencies, groups, organizations and others who participated in the process and consultations

Table 2 – Agencies, groups, organizations who participated

1	**Agency/Group/Organization**	Posada
	Agency/Group/Organization Type	Housing Services - Housing Services-Elderly Persons Services-Persons with Disabilities Services-homeless
	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The agency was consulted throughout the year during large, coordinated meetings, one-on-one meetings, and during monitoring review of ongoing projects. The anticipated outcome was the coordination of funding to allow the agency and complimenting agencies to address the homeless issues within the city.
2	**Agency/Group/Organization**	Pueblo Rescue Mission
	Agency/Group/Organization Type	Services-homeless
	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homelessness Needs - Veterans Homelessness Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The agency was consulted throughout the year during large coordinated meetings, one-on-one meetings, and during monitoring review of ongoing projects. The anticipated outcome was the coordination of funding to allow the agency to serve the homeless community.

3	**Agency/Group/Organization**	SRDA Pueblo, Inc.
	Agency/Group/Organization Type	Housing Services-Elderly Persons
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The agency was consulted one-on-one and during monitoring review of ongoing projects. The anticipated outcome was the coordination of funding to allow the agency to address issues affecting the elderly within the city.
4	**Agency/Group/Organization**	Colorado Legal Services
	Agency/Group/Organization Type	Housing Service-Fair Housing
	What section of the Plan was addressed by Consultation?	Homelessness Strategy Avoiding Eviction
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	One-on-one consultation and coordinated inter-governmental agency consultation. The goal of the consultation was to coordinate funding and develop wrap around services to keep families housed.
5	**Agency/Group/Organization**	Housing Authority of the City of Pueblo
	Agency/Group/Organization Type	Housing PHA Services - Housing Services-homeless
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs Homelessness Strategy

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The agency was consulted throughout the year during large, coordinated meetings, one-on-one meetings, and during monitoring review of ongoing projects. The anticipated outcome was the production of additional units and the coordination of LIHTC funding.
6	**Agency/Group/Organization**	PUEBLO COUNTY
	Agency/Group/Organization Type	Housing Services - Housing Services-Children Services-Elderly Persons Services-Persons with Disabilities Services-homeless Services-Health Service-Fair Housing Child Welfare Agency Other government - County
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homelessness Strategy Market Analysis Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Coordination and consultations with Pueblo County existed on multiple levels: non-profit funding, development of a strategic housing assessment, program operation and referral. The goal of consultation was to maximize community impact of programs and services.

7	**Agency/Group/Organization**	Pueblo Department of Public Health and Environment
	Agency/Group/Organization Type	Housing Services-Children Services-Health Health Agency Other government - County
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Lead-based Paint Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	One-on-one consultation with the Health Department occurred with the purpose of assessing lead-based paint issues and smelter area revitalization. The goal was to stay informed on progress of agency projects.
8	**Agency/Group/Organization**	Planning Department, City of Pueblo
	Agency/Group/Organization Type	Housing Service-Fair Housing Other government - Local
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Market Analysis Economic Development Zoning
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The agency was consulted throughout the year during large, coordinated meetings and during one-on-one meetings. The anticipated outcome was the coordination of regulatory improvement to address the homeless, Fair Housing, and development issues within the city.

9	**Agency/Group/Organization**	NEIGHBORWORKS OF PUEBLO, INC.
	Agency/Group/Organization Type	Housing Services - Housing Services-homeless Community Development Financial Institution
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The agency was consulted one-on-one and in larger group meetings to address housing issues and increase development. The goal of the consultation was to assist with the development of housing.

Identify any Agency Types not consulted and provide rationale for not consulting

No agencies were excluded from consultation.

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	CoC	The goals of the strategic plan were developed in consultation with and influenced by the Continuum of Care members and the goals of each plan are in alignment.

Table 3 – Other local / regional / federal planning efforts

AP-12 Participation - 91.401, 91.105, 91.200(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation Summarize citizen participation process and how it impacted goal setting

The participation process included stakeholder sessions, public meetings and a 30-day display period of the draft document followed by a second public hearing. Feedback received from stakeholders and the public helped shape the priority needs identified in the plan.

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Newspaper Ad	Non-English Speaking - Specify other language: Spanish	None	None	None	
2	Newspaper Ad	Non-targeted/broad community	Request for activities - Twenty proposed activity requests were received.	None	None	
3	Public Meeting	Non-targeted/broad community	None	None	None	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
4	Public Hearing	Non-targeted/broad community	Applicants for (20) proposed activities presented their requests to the Citizen's Advisory Committee for funding consideration.	No comments of project opposition were made. All comments made were promoting specific projects or programs.	None	
5	Public Meeting	Non-targeted/broad community	None	None	None	

Table 4 – Citizen Participation Outreach

Expected Resources

AP-15 Expected Resources - 91.420(b), 91.220(c)(1,2)

Introduction

The City of Pueblo will use its allocation and program income to further the goals identified in the 2020-2024 Consolidated Plan.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	1,459,303	0	0	1,459,303	2,800,000	CDBG Entitlement Grant amount remaining is PY2023 & PY2024, estimated

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		
HOME	public - federal	Acquisition Homebuyer assistance Homeowner rehab Multifamily rental new construction Multifamily rental rehab New construction for ownership TBRA	979,677	513,338	0	1,493,015	1,200,000	HOME Consortium Allocation remaining is PY2023 & PY2024, estimated
Other	public - federal	Economic Development Other	0	0	0	0	0	

Table 2 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state, and local funds), including a description of how matching requirements will be satisfied

The City and County currently fund over 30 non-profit agencies through the Community Services Advisory Commission. This group makes funding recommendations to the governing bodies. Over $10 million in general funds have been granted to local agencies that serve the Pueblo community. These are general revenue funds, and allocations are made during the yearly budget process. Based on historical funding, $1.5 million will be made available to local non-profits over the balance of the 2020-2024 Consolidated Plan.

The City and County of Pueblo as the Pueblo Consortium matches the HOME Investment Partnership Act grant with general funds. HOME funds

are leveraged well with LIHTC developments as they are awarded in the jurisdiction. In addition, the Consortium will use qualifying affordable housing expenditures made by each entity as match and has some funds that it carries forward from prior years. Leveraging of private and non-federal resources will be sought whenever possible.

If appropriate, describe publicly owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

Through the Department of Housing and Citizen Services the City accepts the donation of property for the purposes of housing development. The properties are placed in the Vacant Lot Recycle Program. Many of these donations are from individuals that can no longer afford to maintain the properties, or who do not wish to maintain them. The properties are made available to local housing providers, contractors, and to low and moderate-income households for the development of affordable housing.

The City currently owns 11 vacant parcels. Some of these parcels are being land banked under the Neighborhood Stabilization Program and others have been donated as discussed above.

Discussion

The activities included in the 2022 Annual Action Plan and the associated funding will be dedicated to achieving the goals identified in the Consolidated Plan. Funding contained in this AAP will serve:

Public services in the areas of homelessness, eviction prevention, shelter, food security, budgeting, and senior transportation.

Neighborhood improvements planned is the renovation of the basketball court at Bradford Park.

Accessibility improvements are planned for the Rawlings Library.

Three housing programs will be funded to make necessary repairs to owner-occupied housing.

Annual Goals and Objectives

AP-20 Annual Goals and Objectives - 91.420, 91.220(c)(3)&(e)

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Planning and administration of federal programs	2020	2024	Affordable Housing Public Housing Homeless Non-Homeless Special Needs Non-Housing Community Development	Citywide Countywide	Administration and Planning	CDBG: $291,860 HOME: $145,880	Other: 1 Other
2	Eliminate slum and blighting influences	2020	2024	Affordable Housing Non-Housing Community Development	Citywide	Economic Development and Community Revitalization	CDBG: $102,500	Buildings Demolished: 2 Buildings
3	Improve and maintain public infrastructure and facilities	2020	2024	Non-Housing Community Development	Citywide	Public Infrastructure and Facilities	CDBG: $670,000	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 42 Persons Assisted

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
4	Provide housing and services to homeless/ near	2020	2024	Affordable Housing Homeless	Citywide	Public Services including Services for Homeless	CDBG: $138,000	Public service activities other than Low/Moderate Income Housing Benefit: 9175 Persons Assisted
5	Preserve existing affordable units (rehab)	2020	2024	Affordable Housing	Citywide	Affordable Housing	CDBG: $179,943	Homeowner Housing Rehabilitated: 22 Household Housing Unit
6	New construction of affordable housing	2020	2024	Affordable Housing	Citywide	Affordable Housing	HOME: $1,347,135	Rental units constructed: 10 Household Housing Unit Homeowner Housing Added: 3 Household Housing Unit
7	Provide public services to non-homeless population	2020	2024	Affordable Housing Non-Homeless Special Needs Non-Housing Community Development	Citywide	Public Services including Services for Homeless	CDBG: $77,000	Public service activities other than Low/Moderate Income Housing Benefit: 2198 Persons Assisted

Table 3 – Goals Summary

Goal Descriptions

1	**Goal Name**	Planning and administration of federal programs
	Goal Description	Planning and administration for the successful implementation of CDBG and HOME programs
2	**Goal Name**	Eliminate slum and blighting influences
	Goal Description	Demolition of a vacant and dilapidated structure that pose a threat to health and safety.
3	**Goal Name**	Improve and maintain public infrastructure and fac
	Goal Description	Public facilities include neighborhood facilities, parks/recreation facilities, parking facilities, senior and youth facilities, childcare facilities, job training facilities, cultural facilities, non-residential historic preservation, and homeless facilities. Public infrastructure includes street and sidewalk improvements including lighting and streetscaping, water and sewer improvements, flood drainage improvements, solid waste management improvements.
4	**Goal Name**	Provide housing and services to homeless/ near
	Goal Description	Housing and services for homeless and near homeless include outreach, emergency, transitional and permanent supportive housing, Rapid Re-Housing, supporting services and rental assistance
5	**Goal Name**	Preserve existing affordable units (rehab)
	Goal Description	Rehabilitation/reconstruction of single and multi-family housing; energy efficiency improvements; accessibility modifications; lead based paint abatement; minor housing repairs; and preservation of affordable units.
6	**Goal Name**	New construction of affordable housing
	Goal Description	New construction of affordable housing units.

7	**Goal Name**	Provide public services to non-homeless population
	Goal Description	Other public services that are needed include: housing and services for persons with HIV/AIDS; services for persons with physical, developmental and/or intellectual disabilities; employment and workforce development; screening for lead-based paint hazards; housing counseling; neighborhood clean-up programs; crime awareness and prevention programs; transportation; health and mental health services; services for persons recovering from addiction; youth programs, food banks and other food-related services; childcare and related services; senior programs and related services; legal services; and financial literacy.

AP-35 Projects - 91.420, 91.220(d)

Introduction

The following is a list of the planned projects that will be funded with CDBG and HOME funds.

#	Project Name
1	CD2201 Administration
2	CD2202 Homeless Prevention
3	CD2203 Homeless Supportive Services
4	CD2204 Homeless Youth Services
5	CD2205 Shelter Services
6	CD2206 Pueblo Rescue Mission Meal Program
7	CD2207 SRDA Senior Transportation
8	CD2208 Nutrition on Wheels Program
9	CD2209 Home Stability Program
10	CD2210 ADA Curb Ramps
11	CD2211 Abatement of Dangerous Buildings
12	CD2212 Bradford Basketball Court Rehabilitation
13	CD2213 Rawlings Library ADA Site Improvements
14	CD2214 Emergency Repair and Essential Services Program for Seniors
15	CD2215 Minor Repairs Program
16	CD2216 Rehabilitation Program
17	CD2217 Voluntary Demolition Program
18	HO2210 - City HOME Administration
19	HO2220 Pueblo County HOME Administration
20	HO2230 - Pueblo County Housing Programs
21	HO2240 Community Development Housing Organization Project
22	HO2250 - City Housing Programs

Table 4 – Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

There are no specially identified target areas for allocating CDBG and HOME resources. CDBG funds will be expended within the City of Pueblo while HOME funds will be used in citywide as well as in the County. HOME funds are divided between the City and County. City HOME funds are spent within the City while County funds could be spent in either the City or County depending on the projects being funded. Funds are allocated in alignment with the identified priority needs and associated goals.

The primary obstacle in meeting the needs of the community is available resources as the need will always outpace the availability of resources. The City and County leverage funds to the extent possible and select projects based on the potential impact to the community.

AP-38 Project Summary

Project Summary Information

1	**Project Name**	CD2201 Administration
	Target Area	Citywide
	Goals Supported	Planning and administration of federal programs
	Needs Addressed	Administration and Planning
	Funding	CDBG: $291,860
	Description	Administrative and planning activities associated with the CDBG program and fair housing education and outreach.
	Target Date	5/28/2023
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	2631 E 4th Street, Pueblo, CO 81001 (CT11, BLK1)
	Planned Activities	Administrative and planning activities associated with the CDBG program as well as fair housing education and outreach.
2	**Project Name**	CD2202 Homeless Prevention
	Target Area	Citywide
	Goals Supported	Provide housing and services to homeless/ near
	Needs Addressed	Public Services including Services for Homeless
	Funding	CDBG: $35,000
	Description	Funding will be used to assist low-income families who have a monthly income with rent assistance and case management services when financial emergencies occur to help them prepare and maintain a budget and/or increase their income to reduce the risk of their household becoming homeless.
	Target Date	2/28/2023
	Estimate the number and type of families that will benefit from the proposed activities	Up to 25 individuals and families will benefit from the proposed activity.
	Location Description	Services provided at 505 Belmont Avenue, Pueblo, CO (CT18, BLK 1)

	Planned Activities	Provide case management and one-time subsistence payment for rent or mortgage arrears including utilities covering up to a (3) month period.
3	**Project Name**	CD2203 Homeless Supportive Services
	Target Area	Citywide
	Goals Supported	Provide housing and services to homeless/ near
	Needs Addressed	Public Services including Services for Homeless
	Funding	CDBG: $25,000
	Description	Funding will be used to provide supportive services to low-income, the newly unemployed and homeless families and individuals. Supportive services include comprehensive case management services, basic needs assistance and referrals and support.
	Target Date	2/28/2023
	Estimate the number and type of families that will benefit from the proposed activities	Provide service and case management to 1500 unduplicated individuals over the course of the year.
	Location Description	Services offered at 501 Belmont Ave, Pueblo, CO 81004 (CT18, BLK 1)
	Planned Activities	Supportive services include comprehensive case management services, basic needs assistance and referrals and support.
4	**Project Name**	CD2204 Homeless Youth Services
	Target Area	Citywide
	Goals Supported	Provide housing and services to homeless/ near
	Needs Addressed	Public Services including Services for Homeless
	Funding	CDBG: $25,000
	Description	Funding will be used for the provision of case management and services for homeless youth, including emergency shelter, transitional housing supportive services, basic services, transportation, assistance with IDs and birth certificates, reunification, case management in conjunction with housing, education and employment services, life skills classes, and supplies for the homeless youth.
	Target Date	2/28/2023

	Estimate the number and type of families that will benefit from the proposed activities	Provide service and case management to 200 unduplicated individuals (Youth 18-25) over the course of the year.200 Individuals (Youth 18-25) will benefit from the activity
	Location Description	Services offered at 501 Belmont Ave, Pueblo, CO 81004 (CT18, BLK 1)
	Planned Activities	Funding will be used for the provision of case management and services for homeless youth, including emergency shelter, transitional housing supportive services, basic services, transportation, assistance with IDs and birth certificates, reunification, case management in conjunction with housing, education and employment services, life skills classes, and supplies for the homeless youth.
5	**Project Name**	CD2205 Shelter Services
	Target Area	Citywide
	Goals Supported	Provide housing and services to homeless/ near
	Needs Addressed	Public Services including Services for Homeless
	Funding	CDBG: $33,000
	Description	Pueblo Rescue Mission program provides low-barrier shelter service available to the homeless within the community: Shelter, Food, and Resources are focused on achieving three outcomes for a homeless individual: securing housing, retaining good health, and obtaining work. CDBG funds will be used to support staffing that is critical to the facilitation and delivery of PRM's programs: 8.0 PTE (33%) Shelter Coordinators
	Target Date	2/28/2023
	Estimate the number and type of families that will benefit from the proposed activities	Provide service and case management to 250 unduplicated individuals accessing the shelter.
	Location Description	Services are offered at 428 W 4th Street, Pueblo, CO 81003 (CT35, BLK 1)
	Planned Activities	CDBG funds will be used to support staffing that is critical to the facilitation and delivery of PRM's programs: 8.0 PTE (33%) Shelter Coordinators
6	**Project Name**	CD2206 Pueblo Rescue Mission Meal Program
	Target Area	Citywide

	Goals Supported	Provide housing and services to homeless/ near
	Needs Addressed	Public Services including Services for Homeless
	Funding	CDBG: $20,000
	Description	The purpose of the program is to provide a community meal to individuals who are homeless and/or needing a meal. In response to the elimination of the only evening meal served in the Pueblo community, the Pueblo Rescue Mission will provide a daily meal Monday through Sunday in the evening. The meal will be open to anyone in Pueblo in need of a meal (include men, women, and children).
	Target Date	2/28/2023
	Estimate the number and type of families that will benefit from the proposed activities	Provide meals to 7200 homeless individuals and/or families throughout the year.
	Location Description	Services are offered at 728 W 4th Street, Pueblo, CO 81003 (CT35, BLK 1)
	Planned Activities	Funds will be used to provide personnel support for the Community Meal Program services.
7	**Project Name**	CD2207 SRDA Senior Transportation
	Target Area	Citywide
	Goals Supported	Provide public services to non-homeless population
	Needs Addressed	Public Services including Services for Homeless
	Funding	CDBG: $17,000
	Description	The SRDA Transportation program will purchase one (1) twelve passenger, five (5) wheelchair position equipped vehicle. The CDBG funding would secure the 20% needed for the local match, to secure the procurement of the vehicle. CDOT (Colorado Department of Transportation) would pay the other 80%. SRDA is in a vehicle replacement schedule; this enables us to replace older, higher cost vehicles to operate, higher mileage vehicle in our fleet.
	Target Date	2/28/2023

	Estimate the number and type of families that will benefit from the proposed activities	428 Individuals will be served by the program.
	Location Description	Citywide
	Planned Activities	The Program will provide transportation for seniors to needed appointments and essentials.
8	**Project Name**	CD2208 Nutrition on Wheels Program
	Target Area	Citywide
	Goals Supported	Provide public services to non-homeless population
	Needs Addressed	Public Services including Services for Homeless
	Funding	CDBG: $40,000
	Description	Nutrition on Wheels Program (NOW) is a home delivery service providing food resources directly to those who lack transportation or have difficulty accessing traditional food resources. The NOW Program provides foods sacks and basic supplies for needy homebound seniors and disabled who have no reliable means of accessing sustainable food resources. Food resources are provided by other agencies utilizing other funding and provide between 40 and 70 lbs. of food items. The food sack may contain items such as beans, rice, flour, sugar, meats, breads, cereals, canned goods, and other items for clients to prepare. Blessing bags are also prepared for those who lack access to food preparation and food preservation. The NOW Program provides bi-weekly welfare checks with clients and provides other basic hygiene items.
	Target Date	2/28/2023
	Estimate the number and type of families that will benefit from the proposed activities	The program will provide services to 1650 unduplicated City residents throughout the year.
	Location Description	326 W. 8th Street, Pueblo, CO 81003 (CT35, BLK 1)
	Planned Activities	CDBG funds will be used to fund staff positions integral to the food sack and NOW projects.
9	**Project Name**	CD2209 Home Stability Program
	Target Area	Citywide

	Goals Supported	Provide public services to non-homeless population
	Needs Addressed	Public Services including Services for Homeless
	Funding	CDBG: $20,000
	Description	Home Stability program, which has been in operation since 1967, benefits City of Pueblo residents by helping them navigate the legal and financial landscape, with the goal of creating stable and sustainable housing and neighborhoods. CCDP advocates for people who may not have the skills to negotiate with lenders who might take advantage of persons unfamiliar with consumer protection laws. CCDP works to protect the interests of clients with banks, credit agencies, and landlords. Clients are City of Pueblo residents who are especially vulnerable to becoming homeless due to disabilities, lack of support systems, and limited incomes.
	Target Date	2/28/2023
	Estimate the number and type of families that will benefit from the proposed activities	The program will provide services to 120 unduplicated clients throughout the year.
	Location Description	Services will be delivered at 429 W 10th Street, Pueblo, CO 81003 (CT6, BLK1)
	Planned Activities	Services include a unique financial counseling course that includes setting goals, developing action plans, reaching outcomes, and accessing follow up support when needed. Counseling is not ongoing but targeted to specific HUD outcomes such as mortgage brought current, mortgage refinanced, or found alternative rental housing.
10	**Project Name**	CD2210 ADA Curb Ramps
	Target Area	Citywide
	Goals Supported	Improve and maintain public infrastructure and facilities
	Needs Addressed	Public Infrastructure and Facilities
	Funding	CDBG: $400,000

	Description	Install ADA compliant accessible curb ramps at street intersections and crosswalks throughout the City of Pueblo. The project will entail replacement of existing curb and gutter, concrete cross pans, asphalt repair, striping, decorative concrete and retaining walls, signage, disturbed landscaping, and irrigation. Project may include the relocation of existing street lighting, signal lights, associated electrical boxes and wiring. Relocation of adjacent utilities may be required to complete the proposed project.
	Target Date	5/31/2023
	Estimate the number and type of families that will benefit from the proposed activities	Forty curb ramps shall be installed to increase accessibility.
	Location Description	Project will replace multiple ADA curb ramp in Census Tract 9.02 BLK 1 (56.9% LMI) and Census Tract 9.04 BLK 1 (59.7% LMI)
	Planned Activities	The project will entail replacement of existing curb and gutter, 7" concrete cross pans, 4" asphalt repair, striping, decorative concrete and retaining walls, signage, disturbed landscaping, and irrigation. Project may include the relocation of existing street lighting, signal lights, associated electrical boxes and wiring. Relocation of adjacent utilities may be required to complete the proposed project.
11	**Project Name**	CD2211 Abatement of Dangerous Buildings
	Target Area	Citywide
	Goals Supported	Eliminate slum and blighting influences
	Needs Addressed	Economic Development and Community Revitalization
	Funding	CDBG: $75,000
	Description	This project entails the demolition of vacant and dilapidated structures deemed unsafe for human habitation and that pose a threat to health of safety of residents.
	Target Date	2/28/2023
	Estimate the number and type of families that will benefit from the proposed activities	The program will raze (1) dangerous structure with this funding.

	Location Description	Citywide, Low-Mod Areas only
	Planned Activities	This project will demolish buildings which have been deemed unsafe by the Pueblo Regional Building Department. The demolition will include abatement of any asbestos containing material as required by the Colorado Department of Health and Environment prior to demolition of the buildings.
12	**Project Name**	CD2212 Bradford Basketball Court Rehabilitation
	Target Area	Citywide
	Goals Supported	Improve and maintain public infrastructure and facilities
	Needs Addressed	Public Infrastructure and Facilities
	Funding	CDBG: $195,000
	Description	Structural defects have caused the closure of the basketball courts at Bradford Park. The North two basketball courts will be replaced with new basketball courts. The project will include subgrade preparation, sleeving for future electrical lighting, and the installation of two new basketball courts. Dimensions may be shortened from existing as the short court or half-court game is more popular. Project to included benches.
	Target Date	2/28/2023
	Estimate the number and type of families that will benefit from the proposed activities	The proposed project will improve one public facility.
	Location Description	Bradford Park; CT12, BLK 2
	Planned Activities	Restoration to the existing facilities to provide neighborhood recreational activities.
13	**Project Name**	CD2213 Rawlings Library ADA Site Improvements
	Target Area	Citywide
	Goals Supported	Improve and maintain public infrastructure and facilities
	Needs Addressed	Public Infrastructure and Facilities
	Funding	CDBG: $75,000

	Description	The proposed project will fund the architectural design for a significant infrastructure accessibility improvement to city's main library. Project includes improving location and number of accessible parking spaces, creating a van accessible drop-off loop. General site improvements and an accessible outdoor space located in a vacated street.
	Target Date	2/28/2023
	Estimate the number and type of families that will benefit from the proposed activities	One public facility will be improved with increased and inclusive accessibility.
	Location Description	Mesa Junction Neighborhood, CT 14 BLK 1
	Planned Activities	CDBG funding will provide the architectural design and architectural management of the renovation.
14	**Project Name**	CD2214 Emergency Repair and Essential Services Program for Seniors
	Target Area	Citywide
	Goals Supported	Preserve existing affordable units (rehab)
	Needs Addressed	Affordable Housing
	Funding	CDBG: $40,000
	Description	The ERESP program is a successful emergency rehab project that is now in its 20th year. The program has assisted over 873 senior citizens. The CDBG funds will be used to provide the emergency repairs to low-income senior households. All CDBG funds will be utilized within the Pueblo City limits. ERESP provides emergency repairs to situations such as faulty plumbing, no water, no heat, faulty electrical wiring, leaking roofs, and a myriad of other emergency situations. Additionally, there has been a tremendous increase in demand for accessibility modification such as handrails, ramps, handicapped showers, and grab bars.
	Target Date	12/31/2023
	Estimate the number and type of families that will benefit from the proposed activities	Seven households will benefit from the program.
	Location Description	TBD

	Planned Activities	ERESP provides emergency repairs to situations such as faulty plumbing, no water, no heat, faulty electrical wiring, leaking roofs, and a myriad of other emergency situations. Additionally, there has been a tremendous increase in demand for accessibility modification such as handrails, ramps, handicapped showers, and grab bars.
15	**Project Name**	CD2215 Minor Repairs Program
	Target Area	Citywide
	Goals Supported	Preserve existing affordable units (rehab)
	Needs Addressed	Affordable Housing
	Funding	CDBG: $64,943
	Description	Repairs to low- to moderate-income, owner occupied, housing. The Minor Repair Program was established in 2009 and was designed to make singular type repairs in people's homes that cannot afford to make the repairs themselves. The program restores service to the home, makes necessary improvements to the habitability of the home, and/or increases the longevity of the home through restoration of deferred maintenance.
	Target Date	2/28/2023
	Estimate the number and type of families that will benefit from the proposed activities	(12) Owner-Occupied households will be assisted will be assisted through code compliant housing repairs during the year.
	Location Description	TBD
	Planned Activities	Each individual Minor Repair project is capped at $5,000 and can repair one item in the home or one category within the home such as a replacing an exterior door as a single item or replacing the water supply lines throughout the home as an item within the Plumbing category. The assistance provided in the program is a grant. Eligible repairs include mechanical/electrical/plumbing systems, safety and security, handicap accessibility, exterior residence appearance and weatherization.
16	**Project Name**	CD2216 Rehabilitation Program
	Target Area	Citywide
	Goals Supported	Preserve existing affordable units (rehab)
	Needs Addressed	Affordable Housing
	Funding	CDBG: $75,000

	Description	The project will provide housing rehabilitation services to low-income, owner-occupied, single-family homes. The program is capped at $25,000 per home and can repair or replace mechanical, electrical, and plumbing systems within the home as well as other structural repairs or weatherization elements to include: roofing, siding, painting, doors, and windows. Cosmetic items are allowed if they are ancillary to the overall project's goal of providing decent, safe, and sanitary housing.
	Target Date	TBD
	Estimate the number and type of families that will benefit from the proposed activities	Three households will benefit from the rehabilitation program.
	Location Description	TBD
	Planned Activities	CDBG funds will be used for direct construction expenses of the projects as well as required services: LBP inspection, LBP risk assessment, clearance testing, asbestos and other environmental consulting, engineering, credit and ownership reports, printing, and publication.
17	**Project Name**	CD2217 Voluntary Demolition Program
	Target Area	Citywide
	Goals Supported	Eliminate slum and blighting influences
	Needs Addressed	Economic Development and Community Revitalization
	Funding	CDBG: $27,500
	Description	Property owners in low-mod areas with structures that are not financially feasible to repair may access the program to raze the structure to reduce blight within a low-mod neighborhood. The program is capped at $50,000 per property. Projects less than $25,000 qualify for a 15-year deferred forgivable loan, projects over $25,000 require a 15-year amortized loan for the full value.
	Target Date	2/28/2023
	Estimate the number and type of families that will benefit from the proposed activities	One household will be served by the program.
	Location Description	Low-Mod areas within the City.

	Planned Activities	CDBG funds will be used to demolish structures, site cleanup, waste removal, permits, State regulatory expenses and environmental consultants.
18	**Project Name**	HO2210 - City HOME Administration
	Target Area	Citywide Countywide
	Goals Supported	Planning and administration of federal programs
	Needs Addressed	Administration and Planning
	Funding	HOME: $133,145
	Description	Administration and planning activities for the HOME program.
	Target Date	5/28/2023
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	Department of Housing and Citizen Services, 2631 E 4th Street, Pueblo, CO 81001
	Planned Activities	Administration of the HOME program
19	**Project Name**	HO2220 Pueblo County HOME Administration
	Target Area	Countywide
	Goals Supported	Planning and administration of federal programs
	Needs Addressed	Administration and Planning
	Funding	HOME: $12,735
	Description	
	Target Date	5/28/2023
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	Pueblo County Department of Human Services, 405 W. 9th Street, Pueblo, CO 81003

	Planned Activities	Pueblo County administration of the HOME program
20	**Project Name**	HO2230 - Pueblo County Housing Programs
	Target Area	Countywide
	Goals Supported	New construction of affordable housing Preserve existing affordable units (rehab)
	Needs Addressed	Affordable Housing
	Funding	HOME: $95,520
	Description	This includes a range of activities including TBRA, new construction, rehabilitation, acquisition/rehab, in-fill development, and other housing activities allowed by HOME regulations.
	Target Date	2/28/2023
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	The HOME allocation in support of multifamily rental projects.
21	**Project Name**	HO2240 Community Development Housing Organization Project
	Target Area	Citywide
	Goals Supported	New construction of affordable housing Preserve existing affordable units (rehab)
	Needs Addressed	Affordable Housing
	Funding	HOME: $146,952
	Description	15% of the HOME grant is reserved for Community Development Housing Organization Projects
	Target Date	8/31/2024
	Estimate the number and type of families that will benefit from the proposed activities	The CHDO set aside funding is anticipated to assist in the construction or rehabilitation of one unit.
	Location Description	Project and location to be determined.

	Planned Activities	A CHDO project has not yet been identified. The funds will be targeted towards the production of one of the following activities: New construction or rehabilitation of housing units For the purpose of rental or homebuyer projects.
22	**Project Name**	HO2250 - City Housing Programs
	Target Area	Citywide
	Goals Supported	New construction of affordable housing Preserve existing affordable units (rehab)
	Needs Addressed	Affordable Housing
	Funding	HOME: $1,104,662
	Description	This includes a range of activities including TBRA, new construction, rehabilitation, acquisition/rehab, in-fill development, and other housing activities allowed by HOME regulations.
	Target Date	8/31/2024
	Estimate the number and type of families that will benefit from the proposed activities	Eleven new units will be constructed or rehabilitation for homeownership or rental projects.
	Location Description	Projects and locations to be determined.
	Planned Activities	The City will use its HOME allocation in support of infill construction of three affordable homeowner units for low- and moderate-income homeowners. HOME funds may also support the rehabilitation of rental projects to be determined. Recapture provisions shall be placed on rental rehabilitation activities for the amount invested in the property. Infill Construction projects, HOME funds shall be used to construct the home. A direct subsidy will be provided to buyers below 80% AMI, who qualify for an FHA mortgage or other 30-year fixed rate mortgage but are unable to obtain a mortgage for the appraised value. The affordability period shall be based on the amount of direct subsidy provided. The subsidy amount shall be within established subsidy limits.

AP-50 Geographic Distribution - 91.420, 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

There are no identified geographic priorities within the City or County where funds will be expended as described below.

Geographic Distribution

Target Area	Percentage of Funds
Citywide	96
Countywide	4

Table 5 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

The majority of funds will be allocated in the City of Pueblo. Only the City receives CDBG funds, so all of those funds will be expended within the City. The HOME funds are divided between the City and County with the majority going to the City. Within the City, funds are allocated in different neighborhoods to meet the needs of residents throughout the City.

Discussion

Access to transit, services, and broadband is limited outside of the city limits. Directing the majority of the funding to promote housing and services within the city limits will benefit more low-income individuals and families with a greater coordinated access to the funded services and amenities.

Affordable Housing

AP-55 Affordable Housing - 91.420, 91.220(g)

Introduction

The following tables outline the affordable housing goals funded with CDBG and HOME funds using 2022 dollars.

One Year Goals for the Number of Households to be Supported	
Homeless	0
Non-Homeless	43
Special-Needs	2
Total	45

Table 6 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	10
The Production of New Units	13
Rehab of Existing Units	22
Acquisition of Existing Units	0
Total	45

Table 7 - One Year Goals for Affordable Housing by Support Type

Discussion

Per 91.220(1), there are some program-specific requirements for HOME as described below. Eligible applicants for HOME-funded programs are all low- and moderate-income households residing in the City or County or projects that are to be completed by developers, for example, that seeks to construct or rehabilitate units that are income-restricted. This includes applications for HOME funds in support of Low-Income Housing Tax Credit (LIHTC) projects or RAD conversions undertaken by the Housing Authority.

AP-60 Public Housing - 91.420, 91.220(h)

Introduction

The following actions planned will address the needs to public housing.

Actions planned during the next year to address the needs to public housing

Per its 2022 Annual Plan, the HACP has leveraged private and other public funds to begin construction on Crawford Townhomes, consisting of 49 new affordable housing units. The Crawford Townhomes project is the third phase of a four-phase project to demolish and replace the 212-unit Sangre de Cristo Apartments. Phase one and two of the project, construction of 123-units has been completed.

Public housing residents also may have needs for reasonable accommodations. The most requested accommodation is related to assistance animals. Other identified needs and requests are lawn mowing and yardwork assistance among elderly and disabled residents and requests for additional bedrooms has increased recently. There are also requests made for grab bars, wheelchair ramps, walk in showers, flat units, and transfers for various reasons. The Housing Authority has met its Section 504 requirements and has 74 ADA units, 6 for sensory impairment.

Actions to encourage public housing residents to become more involved in management and participate in homeownership

HACP continues to try to increase resident involvement in management by providing regular resident meetings where residents can express concerns to housing management. The Agency maintains a strong working relationship with the City-wide resident organization, which provides resident involvement in strategic and agency planning.

HACP also administers the Family Self-Sufficiency Program, which is a five-year voluntary program for participants in both the Housing Choice Voucher and the Public Housing programs. The program is designed to help individuals with improving their economic status by reducing their dependence on public assistance. There are currently 40 Public Housing and 18 HCV participants in the program. Since October 1998, there have been 218 FSS contracts completed.

The Family Self Sufficiency Coordinator will assist with developing an individualized plan leading to self-reliance and identifying the steps and activities that need to be taken to reach those goals.

There are various referrals to supportive social services such as childcare, job preparation, credit counseling, education, home ownership, transportation, and vocational training

If the PHA is designated as troubled, describe the manner in which financial assistance will be

provided or other assistance

The Housing Authority of the City of Pueblo is not designated as troubled.

Discussion

Built seventy years ago, the Sangre de Cristo Apartments were designed at a time when public housing was treated like an institutional setting. At their current age, the units need to be replaced from a functionality and accessibility standpoint as well as from a social/psychological mitigation standpoint. The City, the County, and the Housing Authority have dedicated a substantial number of resources to the project and looks forward to its completion in the upcoming final phase.

AP-65 Homeless and Other Special Needs Activities - 91.420, 91.220(i)

Introduction

This section describes the goals and actions for reducing and ending homelessness.

The City of Pueblo does not receive ESG funds directly. The City utilizes a portion of its CDBG funds for public services in support of persons experiencing homelessness or who are at risk of becoming homeless. This includes CDBG-funded projects such as youth outreach, homeless prevention, and operating costs for housing providers.

The Pueblo CoC has goals for assisting families and individuals experiencing or at-risk of homelessness that are consistent with the BoS goals:

- Expand access to quality, integrated health care
- Expand housing opportunities
- Improve public policy and community engagement towards ending homelessness
- Develop a highly trained, equipped and engaged Colorado Coalition for the Homeless (CCH) workforce
- Improve CCH's financial stability.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The Pueblo CoC, which is part of the Colorado Balance of State, has a long-term goal of decreasing the number of persons experiencing homelessness by moving individuals and families from homelessness into permanent housing. To achieve this objective, the CoC meets regularly to monitor, discuss ongoing needs and issues that affect those impacted by homelessness. Health Solutions serves as the lead CoC agency and provides outreach to assess the individual needs of those experiencing homelessness. The CoC is engaging in the Built for Zero campaign, which is an approach that seeks to end homelessness using a By-Name list for each subcategory (i.e., veterans, families, etc.).

Addressing the emergency shelter and transitional housing needs of homeless persons

Posada and the Pueblo Rescue Mission on a limited basis provides homeless outreach to local camps and areas of town where individuals become stranded, i.e., railroad tracks, interstate, and Fountain Creek. The team includes medical and mental health professionals; veteran's representatives; retired Medevac personnel and law enforcement. Documentation is made of the camps including pictures of the camps and its occupants. Basic needs are offered that include basic medical care. Resources and referrals,

which include shelter, are provided to individuals and families. The goal of the outreach program is to build trust among the homeless street population and to get those individuals to care so that they can ultimately move off the street.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

Funding has been and remains the primary obstacle to the expansion of housing and services to persons and families experiencing homelessness and to those who are at-risk of becoming homeless. The City of Pueblo will continue to invest CDBG funds to provide services. Tenant-based rental assistance through HOME funding remains constrained due to a shortage of available housing and market rents that exceed the HOME rental limit.

The Pueblo CoC has goals for assisting families and individuals experiencing homelessness or are at-risk of homelessness that are consistent with the BoS goals:

1. Expand access to quality, integrated health care
2. Expand housing opportunities
3. Improve public policy and community engagement towards ending homelessness
4. Develop a highly trained, equipped and engaged Colorado Coalition for the Homeless (CCH) workforce
5. Improve CCH's financial stability.

Local agencies working to end homelessness work together to provide services and housing. One of the greatest current challenges is finding safe, affordable units into which individuals and families can be placed. The city will continue its participation in the Continuum of Care and support the Pueblo CoC in seeking additional funding.

In 2019, the City established a 92-bed homeless shelter to assist in meeting the emergency shelter needs of persons experiencing homelessness. In 2021, the Right Place, a 35-unit permanent supportive housing facility came online and is operating at capacity.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services,

employment, education, or youth needs.

At-risk populations consist of those individuals being released from a correctional system, the Colorado Mental Health Institute and youth transitioning out of foster care. The City's Tenant-Based Rental Assistance Program targets these populations with its funding. All three systems have a discharge plan, which includes short-term funding for housing. The problem arises when these individuals have exhausted the program available resources but have not achieved self-sufficiency. These individuals are eventually served by members of the CoC.

Stakeholders note the continued need to engage healthcare institutions in following the discharge policies and ensuring that persons with high levels of medical needs are not directly discharged into homelessness. If they are, there is a need for medical respite beds in emergency shelters to meet the individuals' needs.

Discussion

The Pueblo Consortium will coordinate its efforts to administering the HOME-ARP received in 2021 with the strategies outlined in the program requirements along with the needs and obstacles outlined above.

AP-75 Barriers to affordable housing -91.420, 91.220(j)

Introduction

The Draft Analysis of Impediments to Fair Housing Choice has been completed. The new AI identifies barriers to fair housing that are also barriers to affordable housing. The City may select additional actions to take than the ones listed below.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

Some identified strategies to overcome barriers to affordable housing are:

- Provide financial assistance to renters and owners in the form of TBRA, down payment and closing cost assistance and/or security deposit assistance.
- Invest CDBG and HOME funds in the development of affordable housing.
- Revise zoning regulations to improve the ability of developers to build missing middle housing
- Revise zoning definitions to expand areas allowing manufactured housing.
- Revise zoning definitions to re-define a family unit to permit group homes where allowed by State law.
- Revise the City's limited English proficiency policy to conform with updated guidance.
- Update the City's Anti-displacement and Relocation Plan to ensure that lower income individuals and households at risk are protected.
- Provide fair housing education and outreach to landlords, management companies, renters, lenders, potential homebuyers, real estate agents and others in the real estate industry as well as provide legal assistance to move housing through probate.

Discussion

In 2021, the City and County conducted a strategic housing assessment which identified the lack of market rate housing as a sever impediment to affordable housing. The lack of market housing is not allowing the real estate market to operate effectively leading to sales price escalations and increasing rents. The number one goal of the City is to increase housing supply, of all types, in order to increase the vacancy rate and relieve rents.

AP-85 Other Actions - 91.420, 91.220(k)

Introduction

The following section describes other actions to be taken to meet the needs of the community.

Actions planned to address obstacles to meeting underserved needs

The primary obstacle to meeting underserved needs is the limited funding resources available to address identified priorities. In addition, the gap in what households can afford to pay for housing and the price of housing is another obstacle in meeting the needs of the underserved. The City has a lack of decent, affordable units to meet the needs of the community.

The effect of greater community needs in the form of homelessness, risk of homelessness, the increased demand for supportive services (particularly for persons with multi-system contact), the rising cost of housing, negative wages adjusted for inflation, and an aging housing stock in need of revitalization puts added pressures on the systems within the City.

The City of Pueblo will continue to partner with other public agencies and non-profit organizations, when feasible, to leverage resources and maximize outcomes in housing and community development. Using CDBG and CDBG-CV funds, the City will work with local service providers during the upcoming year to help prevent homelessness by providing rent assistance and utility assistance to very low-income households. In addition, the City will provide housing counseling and case management services.

Lastly, the City and the County both contribute approximately $500,000 annually toward funding various public services. While the need remains greater than the available resources, the approximately $1M assists numerous agencies working to meet the needs of the most vulnerable residents.

Actions planned to foster and maintain affordable housing

The City will utilize its CDBG funds to continue several housing rehabilitation programs including programs for seniors and persons needing accessibility modifications to age in place. These housing rehab programs work to maintain the quality of the affordable housing stock occupied by low- and moderate-income households. Additionally, the City will utilize HOME funds toward the new construction of rental units.

Actions planned to reduce lead-based paint hazards

The Pueblo County Department of Public Health and Environment operates a lead blood testing program

for residents. The lead program offers the following service to residents of the County:

- Lead risk and hazard reduction education to resident owners, property managers, and tenants.
- Lead risk and hazard reduction education for occupational and hobby exposures.
- Environmental testing program for Lead hazard screening (cost: $42.00/hour or no cost to those located within the Superfund Study Area).
- Blood Lead screening for children up to age 16, women of child-bearing age, pregnant or nursing women; and
- Blood Lead monitoring program for children with blood levels at or above 5.0 µg/dL.

The County also provides additional information regarding the common sources of lead exposure, potential health effects and methods to reduce exposure.

The City will continue to work with the Health Department as needed to reduce lead-based paint hazards and will continue to comply with all regulatory requirements of the CDBG and HOME programs as related to lead-based paint.

Actions planned to reduce the number of poverty-level families

Ongoing efforts to strengthen economic development and provide the City's lowest-income households with needed housing-related assistance and services directly address needs identified in this plan. The City will work with existing agencies that serve persons in poverty in order to evaluate their needs, coordinate the delivery of services, and determine if funding assistance should be made available through the CDBG Program in cases where there are insufficient resources to meet the identified needs. In addition, the City will:

- continue to work to coordinate community development strategies, needs assessments and integrated planning.
- continue to work within the Continuum of Care process and other coordinating agencies to reduce duplication, improve integration, and identify unmet service needs.
- expand coordination among local funding entities to streamline the application process, and to maximize the impact of those resources.
- coordinate efforts to develop a financial navigation center to increase banking participation and financial literacy.
- provide letters of support and other documentation to agencies in support of their fundraising efforts.
- enhance public access to information about community services.

Actions planned to develop institutional structure

The City of Pueblo is committed to the continued coordination of all Anti-Poverty and Community

Development initiatives. The City has entered into several intergovernmental agreements with other entities such as Pueblo County to administer the Community Services Advisory Commission process, which allocates general revenue funds from both entities to non-profit agencies and economic development organizations that enhance the quality of life in the community. The City is also working to reduce silos through groups such as the Pueblo Community Commission on Housing and Homelessness, which is a group of over 40 individuals from across government, housing and medical services that meet regularly to discuss issues and problem solve.

Another local group is the Pueblo Business Economic Recovery Team (BERT) is a collaboration between local government, chambers of commerce, and economic development focused agencies who have all come together to develop resources, support messaging, and positively impact local businesses during the COVID-19 pandemic. Various BERT sub-committees are connecting businesses that need different types of assistance with individuals and organizations that can help. Types of assistance include financial, marketing and management consulting.

Actions planned to enhance coordination between public and private housing and social service agencies

Meaningful collaboration as it relates to the development and implementation of housing and community development programs and services has become increasingly important as the federal resources available to these programs continue to decline. Collaboration with housing and service providers helps the City to capture the maximum benefit for each dollar it invests and ensures that investments strategically address both short-term needs and advance long-term goals.

The Department of Housing and Citizen Services conducts ongoing consultation with human services agencies, housing development organizations, and municipalities at various points in time during a program year.

Discussion

Of all the activities listed above, the development of affordable housing is of highest priority. The creation and preservation of affordable housing will relieve market stress on many fronts.

Program Specific Requirements

AP-90 Program Specific Requirements - 91.420, 91.220(l)(1,2,4)

Introduction

The following section describes program-specific requirements for the CDBG and HOME programs.

Community Development Block Grant Program (CDBG)
Reference 24 CFR 91.220(l)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
Total Program Income:	**0**

Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	90.00%

HOME Investment Partnership Program (HOME)
Reference 24 CFR 91.220(l)(2)

1. A description of other forms of investment being used beyond those identified in Section 92.205 is as follows:

   The City has available $513,337.83 in program income and homebuyer recapture that has been allocated in the FY2022 projects. The County does not anticipate receiving any additional program

income for its HOME programs during FY2022 or any other forms of investment.

2. A description of the guidelines that will be used for resale or recapture of HOME funds when used for homebuyer activities as required in 92.254, is as follows:

   The Consortium has elected to enforce recapture provisions to preserve the affordability of units during the HOME period of affordability, where said provisions are stated in this policy and the Consortium's consolidated plan. These provisions are imposed for the duration of the period of affordability on all HOME-assisted homebuyer projects through a written agreement with the homebuyer and enforced via covenants running with the land. The HOME recapture provisions are established at 24 C.F.R. §92.254(a)(5)(ii) and HUD CPD Notice 12-003.

   This recapture policy ensures that the Consortium recoups all or a portion of the HOME assistance to the homebuyer if the housing does not continue to be the principal residence of the family for the duration of the period of affordability. A subsequent homebuyer may assume the HOME assistance (subject to the HOME requirements for the remainder of the period of affordability) if the subsequent homebuyer is low-income, and no additional HOME assistance is provided. The original homebuyer may sell the property to any willing buyer during the period of affordability while the Consortium is able to recapture all, or a portion of the HOME-assistance provided to the original homebuyer. The Consortium will recapture the direct HOME subsidy from the original buyer.

   The recapture provisions are triggered by any transfer of title, either voluntary or involuntary, during the established HOME period of affordability. For HOME-assisted homebuyer units under the recapture option, the period of affordability is based upon the direct HOME subsidy provided to the homebuyer that enabled the homebuyer to purchase the unit. Any HOME program income used to provide direct assistance to the homebuyer is included when determining the period of affordability. The HOME period of affordability is shown on the chart below:

   If the total HOME investment of direct subsidy in the unit is under $15,000 the period of affordability will be 5 years.

   If the total HOME investment of direct subsidy in the unit is between $15,000 and $40,000 the period of affordability will be 10 years.

   For assistance above $40,000, the period of affordability will 15 years.

   Direct HOME subsidy is defined as the amount of HOME assistance, including any program income, which enabled the homebuyer to buy the unit. The direct subsidy includes down payment, closing costs, interest subsidies, or other HOME assistance provided directly to the homebuyer. In addition, direct subsidy includes any assistance that reduced the purchase price from fair market value to an affordable price. If HOME funds are used for the cost of developing a property and the unit is sold below fair market value, the difference between the fair market value and the purchase price is

directly attributable to the HOME subsidy.

The Consortium has chosen to recapture a portion of the net proceeds should the property sell during the period of affordability. Net proceeds are defined as the sales price minus superior loan repayment (other than HOME funds) and any closing costs. Under no circumstances will the Consortium recapture more than is available from the net proceeds of the sale.

The Consortium will not utilize recapture provisions when a project receives only a development subsidy. Programs will be structured such that a direct subsidy will be required for eligibility. Applicants not requiring a direct subsidy would be served by the market.

The form of recapture to be used by the Consortium: recapture the full amount of the direct subsidy provided to the homebuyer, subject to available net proceeds, during the affordability period.

3. A description of the guidelines for resale or recapture that ensures the affordability of units acquired with HOME funds. See 24 CFR 92.254(a)(4) are as follows:

   Funding provided to developers of affordable rental housing will also be recaptured unless all of the following circumstances are demonstrated to exist: (i) more than 15 to 20 years have elapsed since the substantial completion of the project, or the City approves transfer of the Project and waives acceleration of the indebtedness, which transfer may be approved or disapproved in the sole discretion of the City, (ii) the primary lender also consents to assumption of the mortgage or obligation to which the deed of trust securing the agreement is subordinate, (iii) the sale of the Property is to a subsequent purchaser who agrees in writing to comply with the affordability requirements set forth at 24 CFR, §92.252, (iv).

   All subrecipient, developers, owner and sponsor HOME agreements contain clauses stating project lease-up requirements. The City has amended the written guidelines to address changes promulgated by the 2013 New HOME Rule. All new for-sale single-family projects will have provisions within the written agreement calling out the HOME Investment Partnership Act requirement that all units not sold within 9 months of completion will be converted to rental.

4. Plans for using HOME funds to refinance existing debt secured by multifamily housing that is rehabilitated with HOME funds along with a description of the refinancing guidelines required that will be used under 24 CFR 92.206(b), are as follows:

   The Consortium does not permit the use of HOME funds to refinance existing debt secured by multifamily or single-family housing that is being rehabilitated with HOME funds.

OMB Number: 4040-0004
Expiration Date: 12/31/2022

Application for Federal Assistance SF-424

* 1. Type of Submission:
- [ ] Preapplication
- [x] Application
- [ ] Changed/Corrected Application

* 2. Type of Application:
- [x] New
- [ ] Continuation
- [ ] Revision

* If Revision, select appropriate letter(s):

* Other (Specify):

* 3. Date Received:

4. Applicant Identifier: 2022 CDBG Program

5a. Federal Entity Identifier: 14.218

5b. Federal Award Identifier: B-22-MC-08-0007

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

* a. Legal Name: City of Pueblo

* b. Employer/Taxpayer Identification Number (EIN/TIN): 84-6000615

* c. UEI: NJK3BNUDRHJ7

d. Address:

* Street1: 1 City Hall Place
Street2:
* City: Pueblo
County/Parish:
* State: CO: Colorado
Province:
* Country: USA: UNITED STATES
* Zip / Postal Code: 81003-1427

e. Organizational Unit:

Department Name: Housing and Citizen Services

Division Name:

f. Name and contact information of person to be contacted on matters involving this application:

Prefix: Mr.
* First Name: Bryan
Middle Name: Patrick
* Last Name: Gallagher
Suffix:

Title: Director

Organizational Affiliation:

* Telephone Number: 719-553-2849
Fax Number:

* Email: bgallagher@pueblo.us

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

Department of Housing and Urban Development

11. Catalog of Federal Domestic Assistance Number:

14.218

CFDA Title:

Community Development Block Grant - Entitlement

*** 12. Funding Opportunity Number:**

B-22-MC-08-0007

* Title:

Community Development Block Grant

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment | Delete Attachment | View Attachment

*** 15. Descriptive Title of Applicant's Project:**

Community Development Block Grant (CDBG) funds to assist the City of Pueblo with housing and community development activities.

Attach supporting documents as specified in agency instructions.

Add Attachments | Delete Attachments | View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant: 3 | * b. Program/Project: 3

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment | Delete Attachment | View Attachment

17. Proposed Project:

* a. Start Date: 03/01/2022 | * b. End Date: 02/28/2023

18. Estimated Funding ($):

* a. Federal	1,459,303.00
* b. Applicant	
* c. State	
* d. Local	
* e. Other	
* f. Program Income	
* g. TOTAL	1,459,303.00

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

☐ a. This application was made available to the State under the Executive Order 12372 Process for review on .

☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.

☒ c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

☐ Yes ☒ No

If "Yes", provide explanation and attach

Add Attachment | Delete Attachment | View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: Mr. | * First Name: Nicholas

Middle Name:

* Last Name: Gradisar

Suffix:

* Title: Mayor

* Telephone Number: 719-553-2655 | Fax Number:

* Email: ngradisar@pueblo.us

* Signature of Authorized Representative: | * Date Signed:

ASSURANCES - CONSTRUCTION PROGRAMS

OMB Number: 4040-0009
Expiration Date: 02/28/2022

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant:, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29) U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statue(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statue(s) which may apply to the application.

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.

14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq).

18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

20. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
	Mayor
APPLICANT ORGANIZATION	DATE SUBMITTED
City of Pueblo	

OMB Number: 4040-0004
Expiration Date: 12/31/2022

Application for Federal Assistance SF-424

* 1. Type of Submission:
- [ ] Preapplication
- [x] Application
- [ ] Changed/Corrected Application

* 2. Type of Application:
- [x] New
- [ ] Continuation
- [ ] Revision

* If Revision, select appropriate letter(s):

* Other (Specify):

* 3. Date Received:

4. Applicant Identifier: 2022 HOME Program

5a. Federal Entity Identifier:

5b. Federal Award Identifier: M-22-DC-08-0205

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

* a. Legal Name: City of Pueblo

* b. Employer/Taxpayer Identification Number (EIN/TIN): 84-6000615

* c. UEI: NJK3BNUDRHJ7

d. Address:

* Street1: 1 City Hall Place
Street2:
* City: Pueblo
County/Parish:
* State: CO: Colorado
Province:
* Country: USA: UNITED STATES
* Zip / Postal Code: 81003-1427

e. Organizational Unit:

Department Name: Housing and Citizen Services

Division Name:

f. Name and contact information of person to be contacted on matters involving this application:

Prefix: Mr.
* First Name: Bryan
Middle Name: Patrick
* Last Name: Gallagher
Suffix:

Title: Director

Organizational Affiliation:

* Telephone Number: 719-553-2849
Fax Number:

* Email: bgallagher@pueblo.us

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

Department of Housing and Urban Development

11. Catalog of Federal Domestic Assistance Number:

14.239

CFDA Title:

HOME Investment Partnership Program

*** 12. Funding Opportunity Number:**

M-22-DC-08-0205

* Title:

HOME Investment Partnership Program

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment | Delete Attachment | View Attachment

*** 15. Descriptive Title of Applicant's Project:**

HOME Investment Partnership Program (HOME) funds assist the City of Pueblo in developing and maintaining affordable housing.

Attach supporting documents as specified in agency instructions.

Add Attachments | Delete Attachments | View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant: 3

* b. Program/Project: 3

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment | Delete Attachment | View Attachment

17. Proposed Project:

* a. Start Date: 03/01/2022

* b. End Date: 02/28/2023

18. Estimated Funding ($):

* a. Federal	979,677.00
* b. Applicant	
* c. State	
* d. Local	
* e. Other	
* f. Program Income	513,337.83
* g. TOTAL	1,493,014.83

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

☐ a. This application was made available to the State under the Executive Order 12372 Process for review on .

☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.

☒ c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

☐ Yes ☒ No

If "Yes", provide explanation and attach

Add Attachment | Delete Attachment | View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: Mr.

* First Name: Nicholas

Middle Name:

* Last Name: Gradisar

Suffix:

* Title: Mayor

* Telephone Number: 719-553-2655

Fax Number:

* Email: ngradisar@pueblo.us

* Signature of Authorized Representative:

* Date Signed:

ASSURANCES - CONSTRUCTION PROGRAMS

OMB Number: 4040-0009
Expiration Date: 02/28/2022

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant:, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29) U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statue(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statue(s) which may apply to the application.

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.

14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq).

18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

20. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
	Mayor
APPLICANT ORGANIZATION	DATE SUBMITTED
City of Pueblo	

CERTIFICATIONS

In accordance with the applicable statutes and the regulations governing the consolidated plan regulations, the jurisdiction certifies that:

Affirmatively Further Fair Housing --The jurisdiction will affirmatively further fair housing.

Uniform Relocation Act and Anti-displacement and Relocation Plan -- It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, (42 U.S.C. 4601-4655) and implementing regulations at 49 CFR Part 24. It has in effect and is following a residential anti-displacement and relocation assistance plan required under 24 CFR Part 42 in connection with any activity assisted with funding under the Community Development Block Grant or HOME programs.

Anti-Lobbying --To the best of the jurisdiction's knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

3. It will require that the language of paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Authority of Jurisdiction --The consolidated plan is authorized under State and local law (as applicable) and the jurisdiction possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations.

Consistency with plan --The housing activities to be undertaken with Community Development Block Grant, HOME, Emergency Solutions Grant, and Housing Opportunities for Persons With AIDS funds are consistent with the strategic plan in the jurisdiction’s consolidated plan.

Section 3 -- It will comply with section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR Part 75.

_____ _____

Signature of Authorized Official Date

_____

Title

Specific Community Development Block Grant Certifications

The Entitlement Community certifies that:

Citizen Participation -- It is in full compliance and following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.105.

Community Development Plan -- Its consolidated plan identifies community development and housing needs and specifies both short-term and long-term community development objectives that that have been developed in accordance with the primary objective of the CDBG program (i.e., the development of viable urban communities, by providing decent housing and expanding economic opportunities, primarily for persons of low and moderate income) and requirements of 24 CFR Parts 91 and 570.

Following a Plan -- It is following a current consolidated plan that has been approved by HUD.

Use of Funds -- It has complied with the following criteria:

1. Maximum Feasible Priority. With respect to activities expected to be assisted with CDBG funds, it has developed its Action Plan so as to give maximum feasible priority to activities which benefit low- and moderate-income families or aid in the prevention or elimination of slums or blight. The Action Plan may also include CDBG-assisted activities which the grantee certifies are designed to meet other community development needs having particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available (see Optional CDBG Certification).

2. Overall Benefit. The aggregate use of CDBG funds, including Section 108 guaranteed loans, during program year(s) 2022 [a period specified by the grantee of one, two, or three specific consecutive program years], shall principally benefit persons of low and moderate income in a manner that ensures that at least 70 percent of the amount is expended for activities that benefit such persons during the designated period.

3. Special Assessments. It will not attempt to recover any capital costs of public improvements assisted with CDBG funds, including Section 108 loan guaranteed funds, by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements.

However, if CDBG funds are used to pay the proportion of a fee or assessment that relates to the capital costs of public improvements (assisted in part with CDBG funds) financed from other revenue sources, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds.

In addition, in the case of properties owned and occupied by moderate-income (not low-income) families, an assessment or charge may be made against the property for public improvements financed by a source other than CDBG funds if the jurisdiction certifies that it lacks CDBG funds to cover the assessment.

Excessive Force -- It has adopted and is enforcing:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and

2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

Compliance with Anti-discrimination laws -- The grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) and the Fair Housing Act (42 U.S.C. 3601-3619) and implementing regulations.

Lead-Based Paint -- Its activities concerning lead-based paint will comply with the requirements of 24 CFR Part 35, Subparts A, B, J, K and R.

Compliance with Laws -- It will comply with applicable laws.

_____ _____

Signature of Authorized Official Date

_____

Title

OPTIONAL Community Development Block Grant Certification

Submit the following certification only when one or more of the activities in the action plan are designed to meet other community development needs having particular urgency as specified in 24 CFR 570.208(c):

The grantee hereby certifies that the Annual Plan includes one or more specifically identified CDBG-assisted activities which are designed to meet other community development needs having particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community and other financial resources are not available to meet such needs.

_____ _____

Signature of Authorized Official Date

_____

Title

Specific HOME Certifications

The HOME participating jurisdiction certifies that:

Tenant Based Rental Assistance -- If it plans to provide tenant-based rental assistance, the tenant-based rental assistance is an essential element of its consolidated plan.

Eligible Activities and Costs -- It is using and will use HOME funds for eligible activities and costs, as described in 24 CFR §§92.205 through 92.209 and that it is not using and will not use HOME funds for prohibited activities, as described in §92.214.

Subsidy layering -- Before committing any funds to a project, it will evaluate the project in accordance with the guidelines that it adopts for this purpose and will not invest any more HOME funds in combination with other Federal assistance than is necessary to provide affordable housing;

_____ _____

Signature of Authorized Official Date

_____

Title

city of PUEBLO colorado

DEPARTMENT OF HOUSING AND CITIZEN SERVICES
2631 E 4th Street, Pueblo, CO 81001

CERTIFICATE OF CORRECTNESS

To: Mr. Nicholas A. Gradisar, Mayor

I hereby certify that I have reviewed and am familiar with the following documents and that said documents are true and correct and do not contain any false or untrue statement, condition, certification or assurance:

- Application for Federal Assistance (CDBG) – SF-424 & SF-424D; Non-State Certifications
- Application for Federal Assistance (HOME) – SF-424 & SF-424D; Non-State Certifications
- Certification of Consistency with the Consolidated Plan

Bryan Gallagher
Director

June 10, 2022
Date

City Clerk's Office Item # R-5

Background Paper for Proposed ORDINANCE

COUNCIL MEETING DATE: June 27, 2022

TO: President Heather Graham and Members of City Council

CC: Nicholas A. Gradisar, Mayor

VIA: Marisa Stoller, City Clerk

FROM: Bryan Gallagher, Director of Housing and Citizen Services

SUBJECT: AN ORDINANCE AUTHORIZING ASSIGNMENT OF A PRIVATE ACTIVITY BOND ALLOCATION FROM THE CITY OF PUEBLO TO THE COLORADO HOUSING AND FINANCE AUTHORITY PURSUANT TO THE COLORADO PRIVATE ACTIVITY BOND CEILING ALLOCATION ACT

SUMMARY:

This Ordinance will allow the City of Pueblo to assign to the Colorado Housing and Finance Authority (CHFA) $6,185,143.00 in Private Activity Bonds, previously awarded to the City pursuant to the Colorado Private Activity Bond Ceiling Allocation Act, C.R.S. 24-32-1701 et seq. These funds will be used to finance multi-family or single-family mortgage loans for low- and moderate-income persons and families within Pueblo County and throughout the state.

PREVIOUS COUNCIL ACTION:

Not applicable to this Ordinance.

BACKGROUND:

The Ordinance assigns to the Colorado Housing Finance Authority (CHFA) the City's Private Activity Bond (PAB) allocation for use in multi-family and single-family Mortgage Revenue Bonds (MRB). The allocation is to be reserved for multi-family projects in the city for the next 12-months. If no project is identified within that that timeframe, the allocation will revert to single-family mortgage capital for use in the city. Last year CHFA provided capital for 166 First Step loans in the city for a total of $34,871,036.00. The household median income of the loans was $55,838.00, or approximately 85% of area median income.

FINANCIAL IMPLICATIONS:

The Private Activity Bond is "private" in nature and not for governmental use, so there is no cost associated with assigning the bond to CHFA. Financial benefits come to the City through sales tax derived from material sales on PAB construction projects, by increased economic activity in the real estate employment sector, and in retail sales from furnishings and other end user activity associated with a new home purchase.

BOARD/COMMISSION RECOMMENDATION:

Not applicable for this Ordinance.

STAKEHOLDER PROCESS:

Not applicable for this Ordinance.

ALTERNATIVES:

If the Ordinance is not approved, the funds will not be assigned to CHFA and the allocation will revert to the State of Colorado on September 15, 2022.

RECOMMENDATION:

The Department of Housing and Citizen Services recommends approval of the Ordinance.

ATTACHMENTS:
Proposed Ordinance
2022 Assignment of Allocation
2022 Private Activity Bond Attorney Certification
2022 Private Activity Bond Allocation notification from the State of Colorado

ORDINANCE NO. 10216

AN ORDINANCE AUTHORIZING ASSIGNMENT OF A PRIVATE ACTIVITY BOND ALLOCATION FROM THE CITY OF PUEBLO TO THE COLORADO HOUSING AND FINANCE AUTHORITY PURSUANT TO THE COLORADO PRIVATE ACTIVITY BOND CEILING ALLOCATION ACT

WHEREAS, the City of Pueblo is authorized and empowered under the laws of the State of Colorado (the "State") to issue revenue bonds for the purpose of financing qualified residential rental projects for low- and moderate-income persons and families; and

WHEREAS, the City of Pueblo is authorized and empowered under the laws of the State to issue revenue bonds for the purpose of providing single-family mortgage loans to low- and moderate-income persons and families; and

WHEREAS, the Internal Revenue Code of 1986, as amended (the "Code"), restricts the amount of tax-exempt bonds ("Private Activity Bonds") which may be issued in the State to provide such mortgage loans and for certain other purposes; and

WHEREAS, pursuant to the Code, the Colorado legislature adopted the Colorado Private Activity Bond Ceiling Allocation Act, Part 17 of Article 32 of Title 24, Colorado Revised Statutes (the "Allocation Act"), providing for the allocation of the State Ceiling among the Colorado Housing and Finance Authority (the "Authority") and other governmental units in the State, and further providing for the assignment of such allocations from such other governmental units to the Authority; and

WHEREAS, pursuant to an allocation under Section 24-32-1706 of the Allocation Act, the City of Pueblo has an allocation of the 2022 State Ceiling for the issuance of a specified principal amount of Private Activity Bonds prior to September 15, 2022 (the "2022 Allocation"); and

WHEREAS, the City of Pueblo has determined that, in order to increase the availability of adequate affordable housing for low- and moderate-income persons and families within the City of Pueblo and elsewhere in the State, it is necessary or desirable to provide for the utilization of all or a portion of the 2022 Allocation; and

WHEREAS, the City of Pueblo has determined that the 2022 Allocation, or a portion thereof, can be utilized most efficiently by assigning it to the Authority to issue Private Activity Bonds for the purpose of financing one or more multi-family rental housing projects for low- and moderate-income persons and families, or for the purpose of providing single-family mortgage loans to low- and moderate-income persons and families ("Revenue Bonds") or for the issuance of mortgage credit certificates; and

WHEREAS, the City Council of the City of Pueblo has determined to assign $6,185,143.00 of its 2022 Allocation to the Authority, which assignment is to be evidenced by an Assignment of Allocation between the City of Pueblo and the Authority (the "Assignment of Allocation"); Now, Therefore,

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

SECTION 1

The Assignment of Allocation, a copy of which is attached hereto and made a part hereof by reference, by and between the City of Pueblo, a Municipal Corporation, and the Colorado Housing and Finance Authority, after having been approved as to form by the City Attorney, is hereby accepted and approved; provided, however, that the Mayor is hereby authorized to make such technical variations, additions or deletions in or to such Assignment of Allocation as he shall deem necessary or appropriate and not inconsistent with the approval thereof by this Ordinance.

SECTION 2

The Mayor of the City of Pueblo is hereby authorized to execute and deliver the Assignment of Allocation on behalf of the City of Pueblo and to take such other steps or actions as may be necessary, useful, or convenient to affect the aforesaid assignment in accordance with the intent of this Ordinance, and any execution by electronic signature is hereby attributable to the Mayor and the City of Pueblo.

SECTION 3

The assignment to the Authority of $6,185,143.00 of the City of Pueblo's 2022 Allocation be and hereby is approved.

SECTION 4

If any section, paragraph, clause, or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Ordinance.

SECTION 5

The officers and staff of the City are authorized to perform any and all acts consistent with the intent of this Ordinance and the Assignment of Allocation to implement the transactions described therein, including but not limited to the City Attorney’s signature of the 2022 Private Activity Bond Attorney Certification.

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 June 27, 2022 .

Final adoption of Ordinance by City Council on July 11, 2022 .

President of City Council

Action by the Mayor:

☒ Approved on July 13, 2022 .

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

_____
President of City Council

ATTEST

_____
City Clerk

assignment of allocation - city

Multifamily Housing Facility Bonds/Single Family Mortgage Revenue Bonds

This Assignment of Allocation (the "Assignment"), dated this 13th day of July, 2022, is between the City of Pueblo, Colorado (the "Assignor" or the "Jurisdiction") and Colorado Housing and Finance Authority (the "Assignee").

WITNESSETH:

WHEREAS, the Assignor and the Assignee are authorized and empowered under the laws of the State of Colorado (the "State") to issue revenue bonds for the purpose of providing single- family mortgage loans to low- and moderate-income persons and families; and

WHEREAS, the Internal Revenue Code of 1986, as amended (the "Code"), restricts the amount of tax-exempt bonds ("Private Activity Bonds") which may be issued in the State to finance such projects and for certain other purposes (the "State Ceiling"); and

WHEREAS, pursuant to the Code, the Colorado legislature adopted the Colorado Private Activity Bond Ceiling Allocation Act, Part 17 of Article 32 of Title 24, Colorado Revised Statutes (the "Allocation Act"), providing for the allocation of the State Ceiling among the Assignee and other governmental units in the State, and further providing for the assignment of allocations from such other governmental units to the Assignee; and

WHEREAS, pursuant to an allocation under Section 24-32-1706 of the Allocation Act, the Assignor has an allocation of the 2022 State Ceiling for the issuance of a specified principal amount of Private Activity Bonds prior to September 15, 2022, (the "2022 Allocation"); and

WHEREAS, the Assignor has determined that, in order to increase the availability of adequate affordable rental housing for low- and moderate-income persons and families within the Jurisdiction, Colorado and elsewhere in the State, it is necessary or desirable to provide for the utilization of all or a portion of the 2022 Allocation; and

WHEREAS, the Assignor has determined that the 2022 Allocation, or a portion thereof, can be utilized most efficiently by assigning it to the Assignee to issue Private Activity Bonds for the purpose of financing one or more multifamily rental housing projects for low- and moderate-income persons and families or to issue Private Activity Bonds for the purpose of providing single-family mortgage loans to low- and moderate-income persons and families ("Revenue Bonds"), and the Assignee has expressed its willingness to attempt to issue Revenue Bonds with respect to the 2022 Allocation assigned herein; and

WHEREAS, the City Council of the Assignor has determined to assign to the Assignee all or a portion of its 2022 Allocation, and the Assignee has agreed to accept such assignment, which is to be evidenced by this Assignment.

NOW, THEREFORE, in consideration of the premises and the mutual promises hereinafter set forth, the parties hereto agree as follows:

1. The Assignor hereby assigns to the Assignee $ 6,185,143 of its 2022 Allocation (the "Assigned Allocation"), subject to the terms and conditions contained herein. The Assignor represents that it has received no monetary consideration for said assignment.

2. The Assignee hereby accepts the assignment to it by the Assignor of the Assigned Allocation, subject to the terms and conditions contained herein. The Assignee agrees to use its best efforts to issue and sell Revenue Bonds in an aggregate principal amount equal to or greater than the Assigned Allocation, in one or more series, and to make proceeds of such Revenue Bonds available from time to time for a period of one (1) year from the date of this Assignment to finance multi-family rental housing projects located in the Jurisdiction, or to issue Revenue Bonds for the purpose of providing single-family mortgage loans to low- and moderate income persons and families in the Jurisdiction.

3. The Assignor hereby consents to the election by the Assignee, if the Assignee in its discretion so decides, to treat all or any portion of the Assigned Allocation as an allocation for a project with a carryforward purpose or to make a mortgage credit certificate election, in lieu of issuing Revenue Bonds.

4. The Assignor and Assignee each agree that it will take such further action and adopt such further proceedings as may be required to implement the terms of this Assignment.

5. Nothing contained in this Assignment shall obligate the Assignee to finance any particular multi-family rental housing project located in the Jurisdiction or elsewhere or to finance single-family mortgage loans in any particular amount or at any particular interest rate or to use any particular percentage of the proceeds of its Revenue Bonds to provide mortgage loans or mortgage credit certificates to finance single-family housing facilities in the Jurisdiction, provided that any Revenue Bond proceeds attributable to the Assigned Allocation shall be subject to paragraph 2 above.

6. This Assignment is effective upon execution and is irrevocable.

7. Counterparts. This Assignment may be executed in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Assignment by electronic image scan transmission will be effective as delivery of a manually executed counterpart of the Assignment.

IN WITNESS WHEREOF, the parties hereto have duly executed this Assignment on the date first written above.

City of Pueblo, Colorado

By: _____

Name: Nicholas A. Gradisar

Title: Mayor

COLORADO HOUSING AND FINANCE AUTHORITY

By: _____

Name: _____

Title: _____

CERTIFICATE OF THE CITY OF PUEBLO, COLORADO
CONCERNING ASSIGNMENT OF
PRIVATE ACTIVITY BOND VOLUME CAP ALLOCATION

I, the undersigned, hereby certify that I am a duly chosen, qualified and City Attorney of the City of Pueblo, Colorado (the "City"), and that:

1. The City is a public body politic and corporate, duly organized and existing under the constitution and laws of the State of Colorado.

2. The City has been previously notified that, pursuant to Section 24-32-1706 of the Colorado Private Activity Bond Ceiling Allocation Act, Part 17 of Article 32 of Title 24, Colorado Revised Statutes (the "Allocation Act"), it has an allocation of the State ceiling (as defined in the Allocation Act) for 2022 in the amount of $6,185,143.00 (the "2022 Allocation").

3. Attached hereto as Exhibit A is a true and correct copy of an ordinance and the related minutes thereto (the "Ordinance") authorizing the assignment to the Colorado Housing and Finance Authority (the "Authority") of all or a portion of the 2022 Allocation in an amount equal to $6,185,143.00 (the "Assigned Allocation"), and authorizing the execution and delivery of an Assignment of Allocation dated as of July 13, 2022 (the "Assignment of Allocation") between the City and the Authority in connection therewith, which Ordinance was duly adopted by the City Council of the City (the "City Council") at a meeting thereof held on July 11, 2022, at which meeting a quorum was present and acting throughout and which Ordinance has not been revoked, rescinded, repealed, amended or modified and is in full force and effect on the date hereof.

4. The meeting of the City Council at which action has been taken with respect to the Assignment of Allocation was a regular meeting properly called and open to the public at all times.

5. With respect to the Assigned Allocation, the City has not heretofore: (a) issued private activity bonds; (b) assigned the Assigned Allocation to another "issuing authority," as defined in the Allocation Act; (c) made a mortgage credit certificate election; or (d) treated the Assigned Allocation as an allocation for a project with a carryforward purpose, as defined in the Allocation Act.

6. The Assignment of Allocation, attached hereto as Exhibit B, is in the form presented to and approved by the City Council at the meeting thereof held on July 11, 2022.

7. On or before the date hereof, counterparts of the Assignment of Allocation were officially executed by the Mayor and the City Clerk of the City. On the date of such signing, such persons were the duly sworn, qualified and acting officers of the City authorized to execute the Assignment of Allocation and holding the offices of the Mayor and City Clerk, respectively.

8. The City has authorized the execution, delivery and due performance of the Assignment of Allocation, and the execution and delivery of the Assignment of Allocation and the compliance by the City with the provisions thereof, will not, to the best of my knowledge, conflict with or constitute on the part of the City a breach of or a default under any existing Colorado law, City ordinance, court or administrative regulation, decree or order or any agreement or other instrument to which the City is subject or by which it is bound.

9. To the best of my knowledge, there does not exist any action, suit, proceeding or investigation pending, or threatened against the City, contesting (a) the corporate existence of the City, (b) the title of its present officers or any of them to their respective offices, including, without limitation, the members of the City Council, (c) the validity of the Assignment of Allocation or (d) the power of the City to execute, deliver or perform the Assignment of Allocation.

10. No referendum petition has been filed concerning the Ordinance; and to the best of my knowledge none is being circulated or planned for circulation.

WITNESS my hand and the seal of the City this July 13, 2022.

_____

City Attorney

(SEAL)

EXHIBIT A

ORDINANCE

EXHIBIT B

ASSIGNMENT OF ALLOCATION

COLORADO
Department of Local Affairs
Division of Housing

January 12, 2022

Bryan Gallagher
Director of Housing & Citizens Services
City of Pueblo
2631 East 4th Street
Pueblo, CO 81001

Re: Private Activity Bond Allocation of $6,185,143

Dear Mr. Gallagher:

I hereby certify that the above amount will be allocated to the respective local government for the purpose of issuing Private Activity Bonds (PAB) in 2022 under the state ceiling imposed by the Internal Revenue Code of 1986, as amended.

In accordance with the provisions of C.R.S. 24-32-1709.5, a fee on bonds issued is due to DOLA for the portion of each issuance that originated from a direct allocation. The amount of this fee is subject to revision, but is currently 0.027% of bonds issued. This fee is also due within five working days of the bond closing. In the event that the full allocation amount is not issued, or the fee rate changes, the fee will be recalculated to reflect the actual amount issued and the rate in effect at the time of closing.

If you have any questions, please contact Wayne McClary at (303) 864-7819 or wayne.mcclary@state.co.us.

Sincerely,

Rick M. Garcia
Executive Director

City Clerk's Office Item # R-6

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: June 27, 2022

TO: President Heather Graham and Members of City Council

CC: Nicholas A. Gradisar, Mayor

VIA: Marisa Stoller, City Clerk

FROM: Bryan Gallagher, Director, Housing and Citizen Services

SUBJECT: AN ORDINANCE APPROVING AN AFFORDABLE HOUSING DEVELOPMENT AGREEMENT AND RELATED DOCUMENTS BETWEEN CRAWFORD TOWNHOMES, LLLP, A COLORADO LIMITED LIABILITY LIMITED PARTNERSHIP, THE HOUSING AUTHORITY OF THE CITY OF PUEBLO, A PUBLIC BODY CORPORATE AND POLITIC, AND THE CITY OF PUEBLO, A MUNICIPAL CORPORATION, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

SUMMARY:

This Ordinance approves the City of Pueblo's Affordable Housing Development Agreement with Crawford Townhomes, LLLP, and the Housing Authority of the City of Pueblo for the development of a forty-nine (49) unit affordable housing rental project known as Crawford Townhomes.

PREVIOUS COUNCIL ACTION:

The City Council has not taken any previous action on this matter.

BACKGROUND:

In October of 2021, the Department of Housing and Citizen Services issued a Notice of Funding Availability (NOFA) for the HOME Program. The Housing Authority (dba Crawford MM, LLC) applied for HOME funds for the development of a 49-unit rental project to be known as Crawford Townhomes. HOME funds will assist five (5) of the units. This Project is part of multiple phased project to replace the Sangre de Cristo public housing complex. The Project will serve households at 30-60% of the area median income (AMI). Fifty-one percent (51%) of the units are designated for residents with incomes at 30% of AMI. This is a HUD Rental Assistance Demonstration Grant (RAD) sponsored project, and as such, existing residents at Sangre de Cristo will have preference in the unit rentals. The RAD contract will provide a project base rental subsidy to the units within the development for those households whose monthly income is not sufficient to pay market rate rent. As a rule and per HUD guidelines, a household paying more than 30% of their monthly income on rent is considered rent burdened.

Project costs are approximately $23.3 million, and are being funded through multiple sources:

1.	JP Morgan Construction Loan	$ 13,630,000
2.	RBC LIHTC Equity Funding	$ 12,351,265
3.	Colorado Division of Housing Grant	$ 3,430,000
4.	CHFA SIMPLE Permanent Loan	$ 3,000,000
5.	CHFA Capital Magnet Fund Permanent Financing	$ 400,000
6.	CHFA Capital Magnet Fund Grant	$ 350,000
7.	HACP HUD Capital Funds Loan	$ 1,800,000
8.	HACP Other Funds Loan	$ 1,584,452
9.	HACP Deferred Developer Fee	$ 250,000
10.	HACP Property Loan	$ 140,000
11.	City of Pueblo HOME Loan and HOME Match	$ 500,000
12.	Pueblo County HOME Grant	$ 304,260

RBC Community Investments, LLC will provide $12,351,265 in capital contributions to Crawford Townhomes, LLLP as an equity partner throughout the project. This is the low-income housing tax credit limited partner contribution. In return for the contribution, the limited partner is eligible to receive a $1,350,000 tax credit, annually, for ten years. Issuance of the credit by CHFA is contingent upon the developer operating the project within federal program requirements.

FINANCIAL IMPLICATIONS:

The City HOME contribution is available in the 251 Fund, and is comprised of HOME grant funds, program income, and City match contributions.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

If this HOME Loan is not made, the Affordable Housing Project will have to procure additional funding or fail.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

Attachment 1: City of Pueblo Affordable Housing Development Agreement
Attachment 2: Deed of Trust
Attachment 3: Promissory Note
Attachment 4: JP Morgan Subordination Agreement
Attachment 5. CHFA Subordination(s)
Attachment 6: CHFA Land Use Restrictive Agreement

ORDINANCE NO. 10217

AN ORDINANCE APPROVING AN AFFORDABLE HOUSING DEVELOPMENT AGREEMENT AND RELATED DOCUMENTS BETWEEN CRAWFORD TOWNHOMES, LLLP, A COLORADO LIMITED LIABILITY LIMITED PARTNERSHIP, THE HOUSING AUTHORITY OF THE CITY OF PUEBLO, A PUBLIC BODY CORPORATE AND POLITIC, AND THE CITY OF PUEBLO, A MUNICIPAL CORPORATION, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

WHEREAS, there exists a need for affordable housing in the City of Pueblo; and

WHEREAS, there exists a need to update the existing public housing known as the Sangre de Cristo Apartments, located at 2601 Sitter Place, and construct new affordable housing; and

WHEREAS, the City of Pueblo receives HOME Investment Partnership Grant funds from the U.S. Department of Housing and Urban Development for the creation and retention of affordable housing; NOW, THEREFORE,

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

SECTION 1

The City of Pueblo Affordable Housing Development Agreement between Crawford Townhomes, LLLP, a Colorado limited liability limited partnership, the Housing Authority of the City of Pueblo, a public body corporate and politic, and the City of Pueblo, a Municipal Corporation, (the “Agreement”) for the development of affordable housing, and the associated documents, specifically the promissory note, deed of trust, and subordination agreements, (the “Documents”) copies of which are attached hereto and incorporated herein, having been approved as to form by the City Attorney, are hereby approved.

SECTION 2

The $500,000.00 in loan funds are available in Fund 251 and will be dedicated to this Agreement and the associated project.

SECTION 3

The Mayor is hereby authorized to execute the Agreement and the associated Documents as needed and upon closing of the transaction in the name and on behalf of the City of Pueblo, where the Mayor may execute the Agreement and Documents by electronic signature and such electronic signature shall be attributable to the Mayor and the City of Pueblo.

SECTION 4

The Mayor is hereby authorized to execute the construction and permanent financing subordinations to JP Morgan Chase and CHFA, respectively, included within the Documents, when requested and in the name and on behalf of the City of Pueblo, where the Mayor may execute the subordinations by electronic signature and such electronic signature shall be attributable to the Mayor and the City of Pueblo.

SECTION 5

The Mayor is hereby authorized to execute the CHFA Land Use Restriction Agreement ("LURA") included within the Documents upon close out of the construction project and in the name and on behalf of the City of Pueblo, where the Mayor may execute the LURA by electronic signature and such electronic signature shall be attributable to the Mayor and the City of Pueblo.

SECTION 6

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

SECTION 7

If any section, paragraph, clause, or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Ordinance.

SECTION 8.

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 June 27, 2022 .

Final adoption of Ordinance by City Council on July 11, 2022 .

President of City Council

Action by the Mayor:

☒ Approved on July 13, 2022 .

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

_____

President of City Council

ATTEST

City Clerk

CITY OF PUEBLO
AFFORDABLE HOUSING DEVELOPMENT AGREEMENT
(RENTAL DEVELOPMENT)

This Agreement is made and entered into this ___ day of July 2022 ("Effective Date") by and between the City of Pueblo, a Municipal Corporation (hereinafter referred to as "City"), the Housing Authority of the City of Pueblo, Colorado, a public body corporate and politic (hereinafter referred to as "Developer"), and Crawford Townhomes, LLLP, a Colorado limited liability limited partnership (hereinafter referred to as "Owner").

WITNESSETH, that:

WHEREAS, the City has entered into agreements with the U.S. Department of Housing and Urban Development ("HUD"), whereby federal financial assistance may be made available to City on behalf of the Pueblo Consortium ("Consortium"), established under Agreements between City and Pueblo County, Colorado ("County"), as a Participating Jurisdiction for the purpose of expanding the availability of affordable housing pursuant to the HOME Investment Partnerships Act (the "Act") (42 U.S.C. 12701 et seq.), the Cranston-Gonzales National Affordable Housing Act and implementing regulations, including but not limited to those at 24 CFR Part 92; and

WHEREAS, in accordance with the provisions of the Act and 24 CFR Sections 92.200 and 92.205, a portion of such financial assistance, subject to de-obligation (and subject to appropriation with respect to any assistance payable out of future fiscal year allotments), may be made available to qualifying non-profit entities for the purpose of carrying out specific elements of the participating jurisdiction's housing strategy, including new construction of affordable rental housing; and

WHEREAS, Developer has submitted a project proposal for new construction of rental housing to create affordable housing in fulfillment of a portion of the City's and Consortium's housing strategy and has been selected to receive a loan for such project; and

WHEREAS, Developer has represented to City and the Consortium that it is a duly qualified public housing authority which is eligible and willing to undertake its proposed affordable housing project, as set forth in its application, as further amended by this Agreement and the attachments hereto; and

WHEREAS, Developer, through its non-profit affiliate, El Centro Pueblo Development Corporation, Inc., has formed Owner to assemble the financing, acquire the Property (defined in Section 4(b) below) on which the Project will be constructed, and implement the development plan with Developer's assistance; and

WHEREAS, based upon Developer's representations, the Consortium and the City believe Developer and Owner are capable or can reasonably be expected to become capable of carrying

out said project, and City is willing to allocate federal funds as a loan to Owner for investment in housing to be developed, sponsored, or assisted by Developer which will comply with and fulfill said approved elements of City's housing strategy; and

WHEREAS, Developer has applied for and received from the Colorado Housing and Financing Authority a preliminary reservation of Federal Low-Income Housing Tax Credits in the amount of $13,500,000.00 for allocation to Developer's project upon placement of the housing in service; and

WHEREAS, Developer warrants and guarantees that as of the date of execution of this Agreement, all necessary financing has been secured, a budget and schedule has been established, underwriting has been completed, and construction is scheduled to start within twelve months of the agreement date in accordance with the definition of "commit to a specific local project," 24 C.F.R. § 92.2; and

WHEREAS, the City is duly authorized to enter into this Agreement for and on behalf of the Consortium and to undertake all actions required by this instrument.

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

1. DEVELOPER SERVICES.

(a) Developer shall, directly or indirectly, in accordance with all applicable federal, state, and local laws and regulations, undertake the construction of a new forty-nine (49) unit affordable housing project for low to moderate income households, with five (5) of the housing units being assisted hereunder (the "HOME Units"), in furtherance of the Consortium's housing strategy and as approved by the City. The affordable housing project, as described herein, may be referred to as the "Crawford Townhomes Project" or the "Project." Developer may undertake same as the Project sponsor with ownership of the Project to be held by either the Developer or by a limited liability partnership or limited liability limited partnership in which Developer or its affiliate acts as the sole member of the general partner, or by a limited liability company in which Developer is the sole member of the managing member. Developer shall satisfactorily perform and complete, or cause to be performed and completed, all services and items of work, and the furnishing of all labor and materials encompassed within or reasonably necessary to construct all of the improvements for the Project, and accomplish the tasks and functions described in the Scope of Services attached hereto as Exhibit "A" and incorporated herein by reference, in full compliance with all of the provisions of this Agreement. Before proceeding with the Project, Developer shall furnish City with all reasonable information which City may request concerning the Project, execute all certifications, security instruments required by this Agreement and applicable laws and regulations, demonstrate eligibility of the Project for assistance under this Agreement and the Act, and obtain the written approval of City's authorized representatives as to the Project, which approval will not be unreasonably withheld. Upon project completion, the HOME Units must meet or exceed the minimum property standards required by 24 CFR 92.251. Owner must continue to maintain the HOME Units in compliance with 24 CFR 92.251 during the period of affordability.

(b) Developer warrants and represents that (i) it has the requisite authority and capacity to perform all terms and conditions on Developer's part to be performed hereunder; (ii) that it is duly organized as a public housing authority under the laws of the State of Colorado, including but not limited to the Colorado Housing Authority Law, as amended, C.R.S. § 29-4-201 et seq. (Vol. 9, 2000); (iii) that it is aware of and understands its duty to perform all functions and services in accordance with the regulatory requirements of 24 CFR Part 92 and those identified in the exhibits hereto; and (iv) that it is accepting federal financial assistance hereunder subject to certain mandatory repayment provisions.

(c) Time is of the essence hereof. Developer agrees that it shall meet the following deadlines with respect to the Project:

(i) Developer shall obtain satisfactory evidence that the Owner has the financial ability to undertake and construct the Project, including proof that it has secured approval for tax credits, obtained loan commitments for a construction loan and the primary loan permanent financing for the Project, and furnish such evidence to City, on or before July 21, 2022.

(ii) Developer shall obtain commitments for all required loans on or before July 21, 2022;

(iii) Developer shall commence construction of the Project not later than August 15, 2022;

(iv) Developer shall substantially complete construction of the Project not later than January 15, 2024; and

(v) Lease-up of the Project shall be accomplished by not later than July 15, 2024.

2. ROLE AND RESPONSIBILITIES OF THE CITY.

Under this Agreement, the City is acting on behalf of the Consortium. Notwithstanding the foregoing, all obligations of Developer under this Agreement shall run directly to City and be fully enforceable by City and in the name of the City. The City shall designate a representative of the City who will be authorized to make all necessary decisions required of the City on behalf of the City in connection with the performance of this Agreement, approval of the Project to be undertaken by Developer hereunder and the disbursement of funds in connection therewith. In the absence of such a designation, the Mayor shall be deemed as City's authorized representative.

3. FINANCIAL ASSISTANCE AND METHOD OF PAYMENT.

(a) Upon execution of all documents required by City, the City will loan to Owner an amount up to that specified in subparagraph (c) of this section as the public investment in the Project assisted under this Agreement. Disbursement of funds to Owner is subject to all of the following requirements, which shall be conditions precedent to payment: (i) that Owner has

expended funds after July 21, 2022 for eligible approved expenditures with respect to the Project, (ii) that neither Developer nor Owner are in default of any material provision of this Agreement nor applicable law or regulation, (iii) that either Developer or Owner has timely submitted requests for disbursement detailing the eligible draw-down items in a format approved by City, (iv) that either Developer or Owner has certified with each payment or loan draw-down request compliance with the requirements identified in Exhibits "C" and "D" and that all expenditures for which draw-down is sought were made for and in furtherance of the Project and are an eligible use of federal assistance under the Act, and (v) that City has timely received from HUD sufficient federal assistance under the Act to pay the disbursement hereunder. Neither Developer nor Owner may request disbursement of funds under the Agreement until the funds are needed for payment of eligible costs, and the amount of each request must be limited to the amount needed.

(b) Payment hereunder is also subject to and may only be disbursed in accordance with HUD regulations including but not limited to those at 24 CFR Part 92, as presently promulgated and as same may be revised from time to time in the future. All payments received by Owner hereunder are subject to repayment by Owner, where Owner shall repay all funds that City as a participating jurisdiction would be required to repay as provided in 24 CFR Part 92. If the HOME Units do not meet the affordability requirements or have not been rented to eligible tenants in accordance with Exhibit "A", such failures shall be a default of this Agreement, any related loan agreement, and the deed of trust (hereinafter referred to as the "Deed of Trust"), and all HOME funds must be returned to City. In case of such default, City may pursue remedies through this Agreement, loan agreements, including any promissory note (hereinafter referred to as the "Promissory Note" or "Note"), and/or the Deed of Trust. Funds provided hereunder for Project may only be used for development costs, as provided in 24 CFR 92.205(d) and 92.206(a), (c) and (d), where such costs can be separated, and funds are only applied to the HOME Units designated for the affordable housing project. Funds committed hereunder meet the requirements of "commit to a specific local project" under 24 CFR 92.504 and 24 CFR 92.2.

(c) The aggregate of all payments made hereunder shall not exceed Five Hundred-Thousand and No/100 Dollars (U.S. $500,000.00).

(d) Upon expiration of the term of this Agreement or upon any prior termination, Developer shall transfer to City any funds provided hereunder which are on hand at the time of expiration or termination together with any accounts receivable attributable to the use of funds provided hereunder.

4. TERM OF AGREEMENT; SECURITY.

(a) Unless sooner terminated, the term of this Agreement, for purposes of making the loan and undertaking the construction and completion of the Project, shall be the Effective Date through the period of affordability, which is estimated to end January 15, 2044; provided however, that with the respect to the Project for which Developer and Owner have received financial assistance under and during the term of this Agreement, Developer and Owner shall have continuing responsibility to comply with the performance, certifications, repayment, nondiscrimination, affirmative marketing, displacement, relocation, acquisition, labor, conflict of interest, housing affordability compliance, recordkeeping, and other requirements of this

Agreement, and 24 CFR Part 92 (including, without limitation 24 CFR Sections 92.251, 92.252, 92.350, 92.351, 92.353, 92.354, 92.356, 92.359, and 92.508) which shall survive expiration or termination and remain in effect throughout the required full period of affordability, notwithstanding any prior termination or expiration of this Agreement. As used herein, "period of affordability" shall mean 20 years from the completion of the Project, except that if the assistance provided hereunder is used in connection with other financing insured by HUD under Chapter II of Title 24, Code of Federal Regulations, the period of affordability shall be the full original term of said mortgage or 20 years, whichever is longer.

(b) (i) The full amount of loan assistance provided to Developer and Owner for the Project pursuant to this Agreement shall constitute an indebtedness of the Owner to City which shall be evidenced by the Promissory Note which shall be due and payable with interest as provided therein and which shall be secured by the described real property, also the legal description of the property where Project will be constructed, situate in the County of Pueblo, State of Colorado, (the "Property"), attached hereto as Exhibit "H" – Legal Description and incorporated herein by reference, as evidenced by a Deed of Trust to be executed contemporaneously with said Promissory Note (together the "loan instruments"). The addresses of the Project are:

- _____

The loan instruments shall require the Owner to pay to City or holder the indebtedness as and to the extent same becomes due under the provisions of the Promissory Note and this Agreement. Owner shall include terms in said Promissory Note and Deed of Trust stating that the amount of the assistance shall continue as an indebtedness until paid in full, and notwithstanding such payment in full, the affordability restrictions described in this Agreement shall continue in effect and be enforceable for the full period of affordability without regard to the term specified in the Note or Deed of Trust for repayment.

(ii) In order to secure the affordability provisions and other requirements of this Agreement, City may, at any time, require an assignment and transfer of said Note and Deed of Trust.

(c) During the full Term of this Agreement and for the period of affordability, (i) any failure by the Owner to perform any obligation, covenant or provision of the Note or this Agreement required to be performed by the Owner, or (ii) any breach of any warranty made by Developer in this Agreement, or (iii) any other violation of any material term of this Agreement or the Deed of Trust given to secure the Note, shall constitute a default under this Agreement. Upon any such default, the City may demand that Owner repay to City the full amount of assistance provided hereunder, plus interest at the rate of four percent (4%) per annum from and after the date of such default. Owner further agrees that no release of any security for the indebtedness or extension of time for payment of same, or any installment thereof, and no alteration, amendment, or waiver of any provision of the Note or the Deed of Trust securing same shall in any manner, release, discharge, modify or affect the obligations of Developer or Owner under this Agreement.

(d) City will provide the Owner, through notice to Crawford MM, LLC (the Owner's general partner), a copy of any written notice, at 201 South Victoria Avenue, Pueblo, CO 81003.

City will allow the Owner thirty (30) days after receipt of such notice to cure or cause the cure of any default under this Agreement or the Loan Documents (as hereinafter defined), or such longer period as is reasonably necessary for the Owner to cure non-monetary defaults provided that Owner commences to cure and continues with due diligence. Copies of any and all notices required to be given by the Owner pursuant to this Agreement shall also be sent, in the same manner as such notice is given to the Owner, to the Owner's limited partner (the "Equity Investor") at the following address: RBC Community Investments, LLC, Attention: President and General Counsel, 600 Superior Avenue, Suite 2300, Cleveland, Ohio 44114, and Applegate & Thorne-Thomsen, P.C., Attention: Bennett P. Applegate, Esq., 425 S. Financial Place, Suite 1900, Chicago, Illinois 60605. The Equity Investor may change its address for receipt of copies of notices by giving notice in writing stating its new address to the City. Commencing on the tenth (10th) day after the giving of such notice, the newly designated address shall be effective for purposes of all such copies of notices required to be sent by the City to the Equity Investor.

(e) Notwithstanding anything to the contrary contained in this Agreement, Equity Investor shall have the right, but not the obligation, to cure defaults of Owner.

5. TERMINATION OF AGREEMENT.

(a) For Cause. Subject to the notice and cure rights set forth in Paragraph 4 above, this Agreement may be terminated by City for cause, including any nonperformance by Developer or Owner, upon ten (10) days' written notice to Developer or Owner, as applicable, including a statement of the reasons therefor, and after an opportunity for a hearing has been afforded. If a hearing is requested, it shall be held before the City's Director of Housing and Citizen Services whose decision as to both the grounds for termination and the appropriateness thereof shall be final and binding upon both City and Developer. In accordance with 2 CFR 200.338, cause for termination shall include any material failure by Developer or Owner to comply with any term of this Agreement.

(b) For Convenience. This Agreement may be terminated for convenience in accordance with the provisions of 2 CFR 200.339. This Agreement shall terminate immediately upon any non-appropriation of funds, or upon any suspension or non-receipt of federal assistance provided to City under the Act, regardless of cause.

(c) Post Termination Procedures. In the event of termination, Developer and Owner shall continue to be responsible for those matters which survive termination identified in Paragraph 4 above, unless City takes over the Project and, in connection therewith, prospectively releases Developer and Owner from one or more specific responsibilities in writing. Additionally, at City's sole option, all property acquired by Developer and Owner with loan funds, all loan funds, program income, and mortgage loans originated with loan funds or by payments therefrom and payments received under such mortgage loans, held, owned or retained by Developer or Owner shall immediately become the sole and separate property of the City, and Developer and Owner shall perform all acts and execute all instruments necessary to transfer and assign such property, funds, income, and mortgage loans to City. All finished or unfinished documents, data, studies, reports and work product prepared by Developer, Owner, or their agents and assigns under this Agreement or with loan funds shall, at the option of the City, become its property, and Developer or Owner,

as applicable, shall be entitled to receive just and equitable compensation only for satisfactory work completed and eligible costs for which compensation has not previously been paid nor reimbursement made.

6. ASSIGNABILITY.

This Agreement shall not be assigned or transferred by Developer or Owner without the prior written consent of the City; provided however, that this limitation shall not be construed to prohibit Developer from undertaking activities under this Agreement with the Owner meeting the requirements of Section 1(a) of this Agreement. The City understands that at some time within 24-months of closing of the project, RBC Community Investments, LLC intends to transfer its interests to RBC Community Investments Fund-X14 LP, 600 Superior Avenue, Suite 2300, Cleveland, OH 44114, and such an assignment or transfer is acceptable by City. Said assignment shall not impact the obligations of Developer or Owner under the terms of this Agreement and the period of affordability. Developer will provide City with written notice at least fourteen (14) days prior to said assignment. Any assignment or attempted assignment made in violation of this provision shall, at City's election, be deemed void and of no effect whatsoever.

7. CONFLICT OF INTEREST.

HOME Regulation 24 CFR Part 92.356 is incorporated herein by reference, and sets forth applicable laws and regulations that apply to Conflict of Interest. Developer shall avoid all conflicts prohibited by applicable regulations, including but not limited to those set forth in 24 CFR Part 92 as presently promulgated and as same may be revised from time to time in the future.

8. DEVELOPER RECORDKEEPING.

Developer shall maintain records as to the Project work and activities undertaken with assistance hereunder, services provided, reimbursable expenses incurred in connection with the Project and complete accounting records. Accounting records shall be kept on a generally recognized accounting basis and as requested by the City's auditor. Developer agrees to comply with all applicable uniform administrative requirements described or referenced in 24 CFR Part 92. The compliance provisions attached as Exhibit "B" hereto are made a part of this Agreement, and Developer agrees to perform and comply with same. The City, HUD, the Comptroller General of the United States, the Inspector General of HUD, and any of their authorized representatives, shall have the right to inspect and copy, during reasonable business hours, all books, documents, papers and records of Developer and the Owner which relate to this Agreement for the purpose of making an audit or examination. Upon completion of the work and end of the term of this Agreement, the City may, at any time during the period of affordability or within five (5) years thereafter, require all of Developer's and the Owner's financial records relating to this Agreement to be turned over to the City.

9. MONITORING AND EVALUATION.

The City shall have the right to monitor and evaluate the progress and performance of Developer and Owner to assure that the terms of this Agreement are being satisfactorily fulfilled

in accordance with HUD's, City's, and other applicable monitoring and evaluation criteria and standards. The City shall at least quarterly review Developer's performance using on-site visits, progress reports required to be submitted by Developer, audit findings, disbursement transactions and contact with Developer as necessary. Developer and Owner shall furnish to the City monthly or quarterly program and financial reports of its activities in such form and manner as may be requested by the City. Developer and Owner shall fully cooperate with City relating to such monitoring and evaluation.

10. DEVELOPER FILES AND INFORMATION REPORTS.

Developer shall maintain files containing information which shall clearly document all activities performed in conjunction with this Agreement, including, but not limited to, financial transactions, conformance with assurances, activity reports, and program income. These records shall be retained by Developer for a period of five (5) years, except that with respect to the Project undertaken with assistance provided hereunder, such records shall be maintained for the full required period of affordability and for the five (5) years thereafter. Activity reports shall be submitted monthly or quarterly no later than the ninth (9^{th}) day of the month following the end of month or quarter for which the report is submitted.

11. INDEPENDENCE OF DEVELOPER.

Nothing herein contained nor the relationship of Developer and Owner to the City, which relationships are expressly declared to be that of an independent contractor, shall make or be construed to make Developer or the Owner, or any of Developer's or Owner's agents or employees, the agents or employees of the City. Both Developer and Owner shall be solely and entirely responsible for their acts and the acts of their agents, employees, and subcontractors.

12. LIABILITY & INSURANCE.

(a) As to the City, Developer and Owner agrees to assume the risk of all personal injury, including death and bodily injury, and damage to and destruction of property, including loss of use therefrom, caused by or sustained, in whole or in part, in conjunction with or arising out of the performance or nonperformance of this Agreement by Developer and Owner or by the conditions created thereby. Developer and Owner further agree to indemnify and save harmless the City, its officers, agents, and employees, from and against any and all claims, liabilities, costs, expenses, penalties and attorney fees arising from such injuries to persons or damages to property, or based upon or arising out of the performance, nonperformance, or breach of this Agreement by Developer or Owner, or out of any violation by Developer or Owner of any statute, ordinance, rule or regulation.

(b) Developer and Owner agree that each shall procure and will maintain during the term of this Agreement, such insurance as will protect the respective parties from claims under workers' compensation acts, claims for damages because of personal injury including bodily injury, sickness or disease, or death of any of its employees or of any person other than its employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom; and such insurance will provide for coverage in such amounts as

set forth in subparagraph (c).

(c) The minimum insurance coverage which Developer and Owner shall obtain and keep in force is as follows:

(i) Workers' Compensation Insurance complying with statutory requirements in Colorado.

(ii) Comprehensive General and Automobile Liability Insurance with limits not less than One Million and No/100 Dollars ($1,000,000.00) per person and occurrence for personal injury, including but not limited to death and bodily injury, and One Million and No/100 Dollars ($1,000,000.00) per occurrence for property damage.

(d) Owner further agrees that it shall procure and maintain, at Owner's expense, hazard and fire insurance upon the property described in the Deed of Trust on an "all risk" form in such amounts as City's Department of Housing and Citizen Services may require, but in any event, for not less than the amount of all liens against the Property and the amount of funds provided to Owner by City pursuant to this Agreement. Owner shall furnish a certificate of insurance certifying such coverage to City's Director of Finance prior to disbursement of any funds to Owner. Both said certificate of insurance and the policy procured by the Owner shall name the City as an additional loss payee.

13. CERTIFICATIONS.

Developer agrees to execute and abide by the certifications contained in Exhibit "D" hereto, which are hereby expressly made a part of this Agreement.

14. PROGRAM INCOME; REVERSION OF ASSETS

(a) Unless otherwise authorized by City in writing in a separate instrument executed after date of this Agreement, all program income shall be returned to City within thirty (30) days of receipt by Developer. In the event City authorizes Developer to retain any portion of program income, it shall only be used to accomplish the work set forth in the Scope of Services, and the amount of loan funds payable by City to Developer shall be adjusted as provided by 24 CFR 92.503.

(b) Upon expiration of the term of this Agreement, or upon any prior termination, Developer shall transfer to City any funds provided hereunder which are on hand at the time of expiration or termination together with any accounts receivable attributable to the use of funds provided hereunder.

(c) The HOME Units within the Project and the Property, and any other real property acquired, constructed, or improved in whole or in part with funds provided pursuant to this Agreement shall be used as affordable rental housing within the meaning of 24 CFR 92.252 for the full period of affordability as defined in Paragraph 4 hereof. In the event the Project, the Property or such other property ceases to be so used, Owner shall be in default under the Deed of

Trust and Note, and Owner shall immediately pay to City the greater of (i) an amount equal to the current market value of the Project and Property less any portion of the value attributable to expenditures of funds not provided under this Agreement for the construction of the Project or acquisition of, or improvement to, the Property (that is, the calculation of the portion of value attributable to expenditures not provided by City under this agreement shall be the market value multiplied by a fraction whose numerator is the total Project cost or costs of acquisition determined as of the date of Project completion less the amount of assistance provided by City and whose denominator is the total Project cost or cost of acquisition determined as of the date of Project completion) or, (ii) the remaining principal balance and accrued interest owing under the Note. The affordability requirements apply without regard to the term of any loan or mortgage, repayment of the HOME investment, or transfer of ownership. The use restriction and repayment obligation set forth in this subparagraph shall survive termination or expiration of this Agreement and shall be fully enforceable and subject to collection by City or HUD in accordance with applicable laws. Owner and any transferee shall comply with the requirements of this paragraph and execute a Deed of Trust which shall be and constitute a lien upon the Property and all other real property acquired or improved with funds provided hereunder, and which shall secure the affordability requirements hereunder. City shall have the right of first refusal to purchase the housing before foreclosure or deed in lieu of foreclosure in order to preserve affordability. City will have the authority to and may require specific performance to enforce the terms of this Agreement and any affordability requirements.

(d) In the event City incurs any cost or expense in enforcing the requirements of this Agreement, including but not limited to the requirements of this Paragraph 14, or in bringing any action to recover the amount of any repayment obligation, or, upon assignment of the Note and the Deed of Trust, to foreclose or obtain sale under the Deed of Trust or mortgage instrument, City shall be entitled to recover its costs and expenses, including reasonable attorney's fees.

(e) To further ensure that the funds provided hereunder do not constitute an investment of more HOME funds than are necessary to provide affordable housing (as required by 24 CFR 92.250(b)), Owner shall retain ownership of the Project for a period of not less than 20 years from and after the completion of the Project. Consequently, in the event the Owner should sell or transfer title to the Project, the Property, or other real property or improvements constructed or improved with funds provided pursuant to this Agreement, within 20 years after substantial completion of the Project or said improvements, any loan agreement, Note and Deed of Trust shall provide that the entire indebtedness under the Note shall immediately become due and payable and shall be collected and repaid to City, together with interest thereon at the rate of four percent (4%) per annum from the time of substantial completion until said repayment is made; provided, however, such repayment shall not be required to the extent permitted by federal law, if the City has granted prior written approval of the sale or transfer, and the acquirer of the Property becomes subject to this Agreement, all HOME affordability restrictions, and the obligations of the Owner under this Agreement, the Note, and Deed of Trust have been assigned to and assumed by the purchaser, then Owner shall no longer be indebted to City and the City shall look to the purchaser for performance of any remaining obligations hereunder. If Owner is a limited partnership, nothing in this subparagraph (e), nor in subparagraph (f) of this Paragraph 14, is intended to prohibit a transfer of ownership from Owner to any general partner or limited partner in Owner as long as the transferee remains subject to this Agreement, all HOME affordability restrictions, and the obligations of the

Owner under this Agreement, the Note, and Deed of Trust.

(f) It is the intent of the parties that C.R.S. § 38-30-165 and any similar statute hereafter enacted, be preempted under federal law and regulations in order to maintain affordability of the HOME Units within the Property. Consequently, any loan agreement between City and the Owner and the Note and Deed of Trust executed by the Owner (collectively, the "Loan Documents") shall not be assumable, and the indebtedness shall be due and payable upon sale, transfer, or assignment, or any attempted sale, transfer, or assignment of the Property by the Owner, unless all of the following circumstances are demonstrated to exist: (i) more than 20 years have elapsed since the substantial completion of the Project, (ii) the senior lien holders also consent to assumption of the mortgage or obligation to which the Deed of Trust is subordinate, (iii) the sale of the Property is to a subsequent purchaser who agrees in writing to comply with the affordability requirements of this Agreement and applicable requirements, including those set forth at 24 CFR, 92.252, (iv) the sale price and payment of principal, interest, property taxes and insurance by the subsequent purchaser must permit the HOME Units to remain affordable for the remaining period of affordability specified in this Agreement, with affordability determined by applicable regulations and requirements, and (v) both the City and the holder of the Note expressly consent to assumption of the Owner's obligations under any loan agreement and the Note by the subsequent purchaser prior to sale or transfer, which consent shall be granted only upon the Owner's showing circumstances (i) through (iv) have or will be satisfied.

(g) Notwithstanding anything to the contrary in this Agreement or the Loan Documents, the Owner may transfer its interest in the Project and the Property to Developer without prior consent from the City.

15. SPECIAL REQUIREMENTS APPLICABLE TO IMPROVEMENTS TO PROPERTY.

(a) In addition to all procurement requirements otherwise applicable to the Project pursuant to any other provision of this Agreement or pursuant to any requirement of law or regulation incorporated in this Agreement by reference, Developer and Owner shall comply with all requirements of this Paragraph 15.

(b) No improvements shall be undertaken to the Property or other real property with funds (or reimbursement) provided hereunder unless and until: (i) plans and specifications therefor have been prepared by either a registered Professional Engineer in good standing and duly licensed to practice in the State of Colorado or an Architect duly licensed and authorized to conduct a practice of architecture in the state of Colorado; (ii) such plans and specifications have been filed with the City and approved by both the City's designated representative and the City's Director of Public Works; and (iii) all construction contracts for improvements for which funds are provided from City shall have been awarded only after an open, competitive bidding process which has been approved by City's Director of Purchasing and which allows qualified contractors to reasonably participate in the competitive bidding procedures; provided, however, that the open competitive bidding process required herein need not follow the City's procurement requirements for City improvements. Developer or Owner may submit its proposed bidding process to the City for review and approval or disapproval prior to receipt of any funds hereunder.

(c) No disbursement of funds to Owner shall be made by City hereunder unless and until all conditions precedent to payment specified elsewhere in this Agreement have been satisfied and Owner files with City's Director of Housing and Citizen Services a written request for payment signed by an officer of the General Partner of Owner that certifies (i) that the amounts included in the request for payment have not been included in any prior request for payment, (ii) that the improvements listed therein for which payment is sought have been completed in accordance with the approved plans and specifications therefor, and (iii) that the improvements for which payment is sought have been constructed so as to comply with City of Pueblo building codes and Section 8 Housing Quality Standards.

(d) [Reserved]

(e) Every contract for construction of improvements, and all lower tier covered transactions, shall include a requirement that the contractor, subcontractor, or vendor certify that neither it nor its principal is debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any federally funded project.

(f) Owner shall, at Owner's sole expense, provide for relocation assistance to persons displaced as a result of the Project, if any, in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and applicable implementing regulations, and in accordance with 24 CFR 92.353.

16. RECOGNITION OF HUD, CITY.

In all printed materials, Project descriptions, and other activities undertaken with funds provided under this Agreement, Developer and Owner shall provide recognition that funds have been provided by the U.S. Department of Housing and Urban Development and the City of Pueblo. Recognition shall be accomplished by prominent disclosure of the role of HUD and the City in all such printed materials and Project signage, if any.

17. AFFIRMATIVE FAIR HOUSING MARKETING PLAN.

For all programs assisting five or more households, Developer has established procedures and will take steps necessary to affirmatively further Fair Housing in accordance with City policies, attached hereto in Exhibit "G", and federal regulations codified at 24 CFR 570.487(b) and 24 CFR 92.351, respective of CDBG/HOME funding. Developer has submitted to the City HUD Form 92243, Affirmative Fair Housing Marketing Plan, outlining its strategy to encourage those who are least likely to apply for the services funded by this Agreement.

18. ENTIRE AGREEMENT; AMENDMENTS; COUNTERPARTS.

The provisions set forth in this Agreement, and all Exhibits and attachments to this Agreement, constitute the entire and complete agreement of the parties hereto with respect to the Project and supersede all prior written and oral agreements, understandings, or representations related thereto. No amendment or modification of this Agreement, and no waiver of any provision

of this Agreement, shall be binding unless made in writing and executed by the duly authorized officers of the Developer, Owner, and City. If any provision of this Agreement is held invalid or unenforceable, no other provision shall be affected by such holding, and all of the remaining provisions of this Agreement shall continue in full force and effect. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which together constitute one and the same agreement.

19. GOVERNING LAW AND VENUE.

This Agreement shall be governed by the laws of the State of Colorado. Venue for any action arising under this Agreement or for the enforcement of this Agreement shall be in a state court with jurisdiction located in Pueblo County, Colorado.

20. SIGNATURES.

The persons signing this Agreement on behalf of Developer and Owner respectively represent and warrant that such persons and Developer and Owner have the requisite power and authority to enter into, execute, and deliver this Agreement and that this Agreement is a valid and legally binding obligation of Developer and Owner enforceable against Developer and Owner, as applicable, in accordance with its terms. This Agreement and all other documents contemplated hereunder may be executed using electronic signatures with delivery via facsimile transmission, by scanning and transmission of electronic files in Portable Document Format (PDF) or other readily available file format, or by copy transmitted via email, or by other electronic means and in one or more counterparts, each of which shall be: (i) an original, and all of which taken together shall constitute one and the same agreement, (ii) a valid and binding agreement and fully admissible under state and federal law, and (iii) enforceable in accordance with its terms.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, Developer, Owner, and the City have executed this Agreement as of the date first above written and under the laws of the State of Colorado.

ATTEST:

CITY OF PUEBLO,
A Municipal Corporation

_____
City Clerk

By: _____
Nicholas A. Gradisar, Mayor

[S E A L]

Date: _____

DEVELOPER:

HOUSING AUTHORITY OF THE CITY OF PUEBLO, COLORADO, a body corporate and politic organized under the laws of Colorado

By: _____
Steven L. Trujillo, Executive Director

Date: _____

OWNER:

CRAWFORD TOWNHOMES, LLLP,
a Colorado limited liability limited partnership

By: Crawford MM, LLC, a Colorado limited liability company, its general partner

By: El Centro Pueblo Development Corporation, Inc., a Colorado non-profit corporation, its sole member

By: _____
Steven L. Trujillo, Secretary/Treasurer

Date: _____

SCHEDULE OF EXHIBITS

Exhibit A	Statement of Project/Scope of Work
Exhibit B	Accounting System Compliance Provisions
Exhibit C	Federal Debarment Certification
Exhibit D	Certifications
Exhibit E	Annual Rent Reporting Form for Monitoring
Exhibit F	Section 3
Exhibit G	Affirmative Fair Housing Marketing Procedures
Exhibit H	Legal Description

Also, available on request:

- Technical Guide for Determining Income and Allowances for the HOME Program
- HOME Monitoring Forms

EXHIBIT A
STATEMENT OF PROJECT/SCOPE OF WORK

STATEMENT OF PROJECT AND SCOPE OF WORK:

General Description

The Project will consist of the construction of 49 townhome rental units of which 49 units will be subsidized rental housing for low to moderate income households. The HOME funds will be used for the costs associated with the construction of five (5) HOME Units. These HOME Units will be **floating** units for the purposes of accounting for the HOME per unit subsidies and affordability requirements. **Floating** HOME Units will be maintained during the period of affordability, meet the requirements of 24 CFR Part 92, and each substituted HOME Unit will be comparable in terms of size, features, and number of bedrooms to the originally designated HOME Unit.

The Developer agrees to perform the work described under the Project/Work Description of the City HOME application for funding in compliance with all the provisions of this Agreement. The Developer warrants and represents that it has the requisite authority and capacity to perform all terms and conditions on the Developer's part to be performed hereunder.

HOME Units

Based on preliminary budget figures of $21,000,000.00 provided in the Application for HOME funds, and $500,000.00 of available HOME funds, five (5) units must be HOME Units for the affordability period. The actual per unit HOME subsidy amount is $100,000.00 per HOME Unit.

Rent Limits – 24 CFR 92.252

Rent Limitation. HUD provides the following maximum HOME rent limits. The rent limits apply to the rent, inclusive of utilities or the utility allowance. The maximum HOME rents ("High HOME Rents") are the lesser of:

(1) The fair market rent for existing housing for comparable units in the area as established by HUD under 24 CFR 888.111; or

(2) A rent that does not exceed 30 percent of the adjusted income of a family whose annual income equals 65 percent of the median income for the area, as determined by HUD, with adjustments for number of bedrooms in the unit. The HOME rent limits provided by HUD will include average occupancy per unit and adjusted income assumptions.

Additional rent limitations ("Low HOME Rents"). The participating jurisdiction may designate (in its written agreement with the project owner) more than the minimum HOME units in a rental housing project, regardless of project size, to have Low HOME Rents that meet the requirements of this paragraph (b). In rental projects with five or more HOME-assisted rental units, at least 20 percent of the HOME-assisted units must be occupied by very low-income families and meet one of the following rent requirements:

(1) The rent does not exceed 30 percent of the annual income of a family whose income equals 50 percent of the median income for the area, as determined by HUD, with adjustments for smaller and larger families. HUD provides the HOME rent limits which

include average occupancy per unit and adjusted income assumptions. However, if the rent determined under this paragraph is higher than the applicable rent under paragraph (a) of this section, then the maximum rent for units under this paragraph is that calculated under paragraph (a) of this section.

(2) The rent does not exceed 30 percent of the family's adjusted income. If the unit receives Federal or State project-based rental subsidy and the very low-income family pays as a contribution toward rent not more than 30 percent of the family's adjusted income, then the maximum rent (i.e., tenant contribution plus project-based rental subsidy) is the rent allowable under the Federal or State project-based rental subsidy program.

The unit composition and initial rent for each HOME Unit per month shall be established according to TABLE 1 (inclusive of the utility allowance; set according to the Section 8 RAD Housing Assistance Payments contract). The HOME units are targeted to serve families below 50% area median income. At a minimum, HOME requires all units designated as HOME Units be occupied by families with incomes below 60% of the Area Median Income (AMI). And, 20% of the designated HOME Units must be occupied by families whose income is below 50% AMI. Income averaging of HOME Units is NOT allowed.

Table 1	HOME Unit Composition and Initial Rent inclusive of Utilities			
Unit Type	Total Monthly Rent RAD Contract Limit (inclusive of utility allowances)	Number of HOME Units Reserved for Families Below 50% AMI	Total Monthly Rent High HOME Limit (inclusive of utility allowances)	Number of HOME Units Reserved for Families Between 50% & 60% AMI
One-Bedroom	$721	1	$634	0
Two-Bedroom	$927	2	$836	0
Three-Bedroom	$1,205	1	$1,118	0
Four Bedroom	$1,410	1	$1,320	0

The procedures for rent increases are as follows: As required by the RAD Use Agreement and RAD program.

The total 49 units to be built are as follows:

8 - One-Bedroom units at approximately 636 sq. ft.;
27 – Two-Bedroom units at approximately 1083 sq. ft.;
12 – Three-Bedroom units at approximately 1,223 sq. ft.
2 – Four-Bedroom units at approximately 1,292 sq. ft.

Initial distribution of HOME Units are as follows:

1 - One-Bedroom Unit
2 - Two-Bedroom Units
1 - Three-Bedroom Unit
1 - Four-Bedroom Unit

Owner is prohibited from charging fees that are not customarily charged in rental housing, except for extra services voluntarily provided by Owner, such as bus transportation or meals.

The Owner shall provide the address (e.g., street address and apartment number) of each HOME Unit no later than the time of initial occupancy.

Violence Against Women Act (VAWA)

VAWA requirements set forth in 24 C.F.R. § 92.359 and 24 CFR part 5, subpart L, apply to rental housing assisted with HOME funds, and therefore apply to this Project. The Developer will comply with these requirements by providing the notification requirements, bifurcation lease requirements, the VAWA lease term/addendum, and will develop and submit to the City a copy of the Emergency Transfer Plan.

Change Orders

Once final development plans have been approved by the City, it is the Developer's responsibility to notify the City of any problems the contractor has in conforming to the accepted plans for any element of the proposed Project prior to construction.

It is the responsibility of the Developer during construction activities to resolve construction problems due to changed conditions or design errors encountered by the contractor during the progress of any portion of the Project. If, in the opinion of the City, the modifications to the accepted plans proposed by the Developer involve significant changes to the character of the work, or to the future contiguous public or private improvements, the Developer shall be responsible for resubmitting the revised plans to the City for acceptance prior to any further construction related to that portion of the Project. Any improvements not constructed in accordance with the accepted plans, or the accepted revised plans, shall be removed and reconstructed according to the approved plans. The City shall be notified of any changes to the originally accepted plans and/or any accepted revised plans.

The Developer shall be in compliance with any "General Notes" found on the accepted plans.

Davis Bacon

Based on the number of HOME Units assisted, compliance with the Davis-Bacon Act **is NOT triggered**.

Section 3 Economic Opportunity

Because this agreement is for an amount greater than $200,000.00, the City's Section 3 Plan must be implemented by the Developer. The Section 3 Compliance Plan is made a part of this Agreement as Exhibit "F." The Compliance Plan must be a part of all bid documents for the Project (contracts and subcontracts), and the Section 3 Clause must be a part of all bid processes and contracts.

The Policies and Procedures for Section 3, which include the Compliance Plan, are available for the Developer's review upon request.

Debarred Contractors

The Developer must ensure compliance with 2 CFR 180 and 2 CFR 200.2424 regarding Debarred Contractors through use of the Federal Debarment Certification, attached as Exhibit "C." Additionally, the Developer shall provide verification of contractor/subcontractor eligibility by providing active, non-excluded, eligibility documentation from the www.sam.gov entity database.

Procurement

Developer will ensure that all procurement transactions are conducted in a manner providing full and open competition consistent with the standards of Title 24 of the Code of Federal Regulations. The bid process must allow for preference to a certified Section 3 business concern.

Environmental Assessment

[Reserved]

Native American Tribal Issues

In the event of an inadvertent discovery (cultural resources and/or human remains), a Stop Work Order on construction activities must be issued and immediate notification provided to the Authority so that notification can be provided to Native American Tribes with an interest in the area. Construction shall cease until proper treatment of cultural resources and/or human remains is achieved and such notification has been provided by the affected tribe to the Authority.

Tenant Selection, Income, and Lease

Owner shall be responsible for tenant selection and for verifying the income of all tenants at the time of application, as well as during the required annual recertification, and providing copies of all pertinent documentation to the City upon request.

1) Timing: The HOME Units must be occupied by households that are eligible as low- income families and must meet the requirements of 24 C.F.R. § 92.252 to qualify as affordable housing. If the housing is not occupied by eligible tenants within six (6) months following the date of Project completion, Owner will submit marketing information and, if appropriate, submit a marketing plan. Owner will repay HOME funds invested in any housing unit that has not been rented to eligible tenants within eighteen (18) months after the date of Project completion in accordance with the terms of this Agreement.
2) Income Verification at Occupancy: Owner shall determine tenant income eligibility at the time of initial tenancy by using 24 C.F.R. § 92.203 and Part Five of HUD's income determination schedule. Source documentation must be obtained and verified in accordance with the Part Five income definition. Under this income verification method, income from certain assets must also be included. Guidance on calculating incomes under the Part Five definition shall be provided by the Housing Authority upon request.

Total income is based on the income of the entire household (not just the primary tenant), as further defined under Part Five income definitions. Further, income is based on anticipated income and shall take into account any expected changes in income to the extent possible.

3) Income Re-certification: Owner shall re-certify annually the income of all current tenants on the anniversary date of each lease. Re-certification at this time can consist of a written statement and certification from the household with regards to current income and household size. The certification must state that the information is complete and accurate and must indicate that source documentation will be provided upon request. An owner of a multifamily project with an affordability period of 10 years or more who re-examines tenant's annual income through a statement and certification in accordance with § 92.203(a)(1)(ii), must examine the income of each tenant, in accordance with § 92.203(a)(1)(i), every sixth year of the affordability period. Otherwise, an owner who accepts the tenant's statement and certification in accordance with § 92.203(a)(1)(ii) is not required to examine the income of tenants in multifamily or single-family projects unless there is evidence that the tenant's written statement failed to completely and accurately state information about the family's size or income.

4) Tenant Lease: Owner must execute a written lease and Rules of Occupancy statement with every Project tenant covered under this agreement. The lease between a tenant and the Owner shall be for not less than twelve (12) months, unless by mutual written agreement. At no time will a lease be for less than thirty (30) days. The written agreement between the Owner and the tenant for a lease term of less than one (1) year, along with any lease amendments, must be retained in the tenant file. Termination of tenancy may be for cause only. All leases must be written and comply with the terms of 24 C.F.R. § 92.253.

5) Prohibited Lease Terms: The lease between a tenant and the Owner **may not** contain any of the following provisions:

   i. Agreement to be sued or indemnify: Agreement by tenant to be sued, admit guilt, indemnify owner, or consent to a judgment in favor of the Owner in a lawsuit brought in connection with the lease.

   ii. Treatment of property: Agreement by tenant that the owner may seize or sell personal property of household members without notice to the tenant and a court decision on the rights of the parties. (This provision does not apply to disposition of personal property left by a tenant who has vacated a property.)

   iii. Excusing Owner from responsibility: Agreement by the tenant not to hold the Owner or the Owner's agents legally responsible for actions or failure to act, whether intentional or negligent.

   iv. Waiver of notice: Agreement by the tenant that the Owner may institute a lawsuit without notice to the tenant.

   v. Waiver of legal proceedings: Agreement by tenant that the Owner may evict the tenant or household members without instituting a civil court proceeding in which the tenant has the opportunity to present a defense or before a court decision on the rights of the parties

   vi. Waiver of a jury trial: Agreement by the tenant to waive any right to a jury trial.

vii. Waiver of right to appeal court decision: Agreement by tenant to waive the tenant's right to appeal or otherwise challenge in court a decision in connection with the lease.

viii. Tenant chargeable with cost of legal actions regardless of outcome: Agreement by the tenant to pay attorney fees or other legal costs even if the tenant wins the court proceeding by the Owner against the tenant. The tenant, however, may be obligated to pay costs if the tenant loses.

Tenant Selection

Prior to any tenancies, the Owner shall adopt written tenant selection policies and criteria and comply with 24 C.F.R. § 92.253.

Monitoring Schedule

The City monitors for compliance with HOME requirements annually. The Owner will be responsible for reporting beneficiary and rent data on each HOME Unit on HOME Monitoring Checklist 6-D (attached as Exhibit "E") throughout each year. Additionally, on-site monitoring to inspect individual HOME Units (a minimum of 20%), review of rent and occupancy requirements, review of the lease in effect and tenant selection policies, and other items noted in this Agreement will be conducted in the first year of this Agreement, and every subsequent year for the duration of the period of affordability.

EXHIBIT B
ACCOUNTING SYSTEM COMPLIANCE PROVISIONS

1. As used in this Exhibit, the term "Owner" shall mean the entity or entities entering into the Agreement with the City of Pueblo, a Municipal Corporation, to which this Exhibit is attached.

2. Owner is subject to and shall comply with the requirements of 2 CFR Part 200—Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

3. Owner agrees to maintain Project and accounting records in accordance with generally accepted accounting principles which accurately reflect all costs chargeable to the Project, utilize adequate internal controls, and maintain source documentation for all costs incurred. The City shall have the right to review and approve Owner's account system and internal controls prior to the release of any funds under the Agreement.

4. During the preconstruction and construction phases of the Project, the Owner shall not materially deviate from any approved Project budget unless any proposed major revision thereto has been submitted to City and approved in writing. Change orders of less than $75,000.00 each or $300,000.00 in the aggregate shall not be deemed to be material deviations or major revisions to the Project budget.

5. Nothing in the Agreement or the Exhibits thereto shall obligate City to any third parties nor to any contractors, subcontractors, consultants, suppliers or workmen who have contracted with Owner or provided any materials or services to Owner.

6. The City has the right to periodically perform interim audits and a final audit of the Project and funds provided under the Agreement. Owner shall fully cooperate with City in undertaking any such audit and shall provide a suitable work area for City's audit personnel to inspect and copy records.

EXHIBIT C

FEDERAL DEBARMENT CERTIFICATION

CERTIFICATION REGARDING DEBARMENT, SUSPENSION

INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTIONS

This certification is required by the regulations implementing *Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants responsibilities*. The regulations were published as ***Part IV of the January 30, 1989, Federal Register (pages 4722-4733).***

****** BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON NEXT PAGE ******

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

_____

Organization Name PR/Award Number or Project Name

_____

Name(s) and Title(s) of Authorized Representative(s)

_____ _____

Signature(s) Date

Federal Debarment Certification – continued on following page

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded" as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-Procurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person

who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Form AD-1048 (1/92)

EXHIBIT D
CERTIFICATIONS

The entity entering into this Agreement with the City hereby certifies that the Project will be conducted and administered in compliance with all of the following requirements:

(1) Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352; 42 U.S.C. 2000d, et seq.) and implementing regulations issued at 24 CFR Part 1;

(2) Title VIII of the Civil Rights Act of 1968 (Pub. L. 90-284; 42 U.S.C. 3601, et seq.), as amended; and that the grantee will administer all programs and activities related to housing and community development in a manner to affirmatively further fair housing;

(3) Section 109 of the Housing and Community Development Act of 1974, as amended; and the regulations issued pursuant thereto;

(4) Section 3 of the Housing and Urban Development Act of 1968, as amended;

(5) Executive Order 11246, as amended by Executive Orders 11375 and 12086, and implementing regulations issued at 41 CFR Chapter 60;

(6) Executive Order 11063, as amended by Executive Orders 12259, and implementing regulations at 24 CFR Part 107;

(7) Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended, and implementing regulations when published for effect;

(8) The Age Discrimination Act of 1975 (Pub. L. 94-135), as amended, and implementing regulations when published for effect;

(9) The relocation requirements of Title II and the acquisition requirements of Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and the HUD implementing regulations set forth in 24 CFR Part 42;

(10) Executive Order 11988 relating to the evaluation of flood hazards and Executive Order 11288 relating to the prevention, control and abatement of water pollution;

(11) The flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (Pub. L. 93-234);

(12) The applicable regulations, policies, guidelines and requirements of Subpart J of 24 CFR 570 and 2 CFR Part 200, as they relate to the acceptance and use of federal funds under this federally-assisted program;

(13) The Clean Air Act (42 U.S.C. 7401 et seq.) as amended; particularly section 176 (c) and (d) [42 U.S.C. 7506 (c) and (d)];

(14) HUD environmental criteria and standards [24 CFR Part 51, Environmental Criteria and Standards];

(15) The Safe Drinking Water Act of 1974 (42 U.S.C. 201, 300 (f) et seq., and 21 U.S.C. 349) as amended; particularly section 1424 (e) (42 U.S.C. 300 (h)-303(e));

(16) The Endangered Species Act of 1973 (16 U.S.C. 1531 et seq.) as amended; including but not limited to section 7 (16 U.S.C. 1536) thereof;

(17) The Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1272 et seq.) as amended; particularly section 7 (b) and (c) [16 U.S.C. 1278 (b) and (c)];

(18) The Reservoir Salvage Act of 1960 916 U.S.C. 469 et seq.); particularly section 3 (16 U.S.C. 469a-1); as amended by the Archeological and Historical Preservation Act of 1974;

(19) Flood Disaster Protection Act of 1973 (42 U.S.C. 4001 et seq.) as amended; particularly sections 102(a) and 202(a) [42 U.S.C. 4012a(a) and 4106(a)];

(20) Executive order 11990, Protection of Wetlands, May 24, 1977 (42 FR 26961 et seq.); particularly sections 2 and 5;

(21) It will comply with the Lead-Based Paint Poisoning Prevention requirements of 25 CFR Part 35 issued pursuant to the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821 et seq.);

(22) The National Historic Preservation Act of 1966 (16 U.S.C. 470 et seq.) as amended; particularly section 106 (16 U.S.C. 470f); and

(23) Executive Order 11593, Protection and Enhancement of the Cultural Environment, May 13, 1971 (36 FR 8921 et seq.); particularly section 2(c).

(24) Construction work financed in whole or in part with federal funds is subject to the prevailing wage requirements of the Davis Bacon Act (29 CFR, Parts 3 and 5), the Copeland Act (29 CFR Part 3), and the Contract Work Hours and Safety Standards Act (Public Law 91-54, 83 Stat. 96). When a project meets this applicability requirement, the labor standards provisions of the HUD 4010 and the Davis Bacon Wage Decision issued for the project will be incorporated into this contract document and shall be incorporated into all construction contracts and subcontracts of any tier thereunder.

(25) No CDBG funds may be expended for lobbying purposes and payments from other sources for lobbying must be disclosed, in accordance with 24 CFR Parts 87 and 91.

(a) No federally appropriated funds have been or will be paid, by or on behalf of subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of

Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(b) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(26) Where asbestos is present in property undergoing rehabilitation, Federal requirements apply regarding worker exposure, abatement procedures and disposal. CPD-90-44 EPA/OSHA.

(27) When HOME Investment Partnership Act funds are used, the Subrecipient will comply with implementing regulations and requirements under 24 CFR 92.

CRAWFORD TOWNHOMES, LLLP
A Colorado Limited Liability Limited Partnership

By: Crawford MM, LLC, a Colorado limited liability company, its general partner

By: El Centro Pueblo Development Corporation, Inc., a Colorado non-profit corporation, its sole member

By: _____
Steven L. Trujillo, Secretary

Date: _____

EXHIBIT E

Project Name: _____ Owner Name: _____

Project ID: _____ Reporting Period: from _____ to _____

A	B	C	D	E	F	G	H	I	J	K	
Unit #	Low or High HOME Rent Unit?	Tenant Name	No. Pers.	No. BR's	Date of Last Income Cert.	Max Rent	Utility Allowance	Monthly Unit Rent	Tenant's Annual Gross Income	Compliance Y/N?	Unit Status (PJ Only)

Reviewer: _____ Date: _____

§

EXHIBIT F
CITY OF PUEBLO, SECTION 3 PROGRAM

Developer's HOME Funding Application
Exhibit XII – Section 3 Project Plan

CITY OF PUEBLO/PUEBLO CONSORTIUM

HOME INVESMENT PARTNERSHIP FUND
SECTION 3 CERTIFICATION

PURPOSE, AUTHORITYAND RESPONSIBILITY

Section 3 is a provision of the Housing and Urban Development (HUD) Act of 1968 that promotes local economic development and individual self-sufficiency.

Section 3 requires that, to the greatest extent possible, economic opportunities that are generated by the use of HUD funds be made available to low- and very low-income persons, particularly those who receive Federal financial assistance for housing and those residing in communities where the financial assistance is expended. Section 3 established benchmark goals for (a) 25% of total labor hours worked by Section 3 workers; and (b) 5% of total labor hours worked by Targeted Section 3 workers.

Housing Authority of the City of Pueblo (hereinafter called the Recipient/Contractor) hereby **CERTIFIES** that upon being awarded a contract to participate in the following HUD-funded project:

Crawford Townhomes (the "Project")

located at: 2601 Crawford Street Pueblo, CO 81004,

that the Recipient/Contractor:

(a) is under no contractual or other impediment that would prevent it from complying with requirements of Section 3 as set forth in 24 CFR part 75; and

(b) will comply with HUD's regulations in 24 CFR Part 75; and

(c) will submit to the Pueblo Consortium appropriate Section 3 documentation of total labor hours performed per contractor/subcontractor, certifications of Section 3 workers, and confirmation of Section 3 business concerns and YouthBuild participants; and

(d) will include the Section 3 Clause and this Section 3 Certification of Compliance in every subcontract and further agrees to take the appropriate action pursuant to those regulations in the event the contractor/subcontractor is found to be in violation of 24 CFR Part 75; and

(e) will not contract/subcontract with any contractor/subcontractor where the Recipient/Contractor has notice or knowledge that the contractor/subcontractor has been found in violation of any provision of 24 CFR Part 75.

By: Steven L. Trujillo
Authorized Representative's Signature

Name and Title: Steven L. Trujillo, Executive Director

Date: 11/22/2021

Section 3 Clause

A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3), contributes to the establishment of stronger, more sustainable communities by ensuring that employment and other economic opportunities generated by Federal financial assistance for housing and community development programs are, to the greatest extent feasible, directed toward low- and very low-income persons, particularly those who receive Federal financial assistance for housing and those residing in communities where the financial assistance is expended.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 75, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.

C. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 75.

D. Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

Exhibit XII B – Commitment to Additional Outreach

	Outreach Effort	Man Hours Invested	Developer's Cost Allocated to Task
☒	Engaged in outreach efforts to generate job applicants who are Targeted Section 3 workers.	80	$2,690
☒	Provide training or apprenticeship opportunities.	80	$2,690
☐	Provide technical assistance to help Section 3 workerscompete for jobs (*e.g.,* resume assistance, coaching).		
☒	Provide or connected Section 3 workers with assistance in seeking employment including: draftingresumes, preparing for interviews, and finding job opportunities connecting residents to job placement services	20	$673
☒	Held one or more job fairs.	40	$1,346

☒	Provide or referred Section 3 workers to services supporting work readiness and retention (*e.g.*, work readiness activities, interview clothing, test fees, transportation, childcare).	20	$673
☒	Provide assistance to apply for/or attend communitycollege, a four-year educational institution, or vocational/technical training.	10	$336
☒	Assisted Section 3 workers to obtain financial literacy training and/or coaching.	10	$336
☒	Engaged in outreach efforts to identify and secure bids from Section 3 business concerns.	100	$3,365
☐	Provide technical assistance to help Section 3 business concerns understand and bid on contracts.		
☐	Divided contracts into smaller jobs to facilitate participation by Section 3 business concerns.		
☐	Provided bonding assistance, guaranties, or other efforts to support viable bids from Section 3 businessconcerns.		
☒	Promoted use of business registries designed to create opportunities for disadvantaged and small businesses.	100	$3,365
☒	Outreach, engagement, or referrals with the state one-stop system as defined in Section121(e)(2) of the Workforce Innovation and Opportunity Act.	100	$3,365
☐	Other:		

Policies & Procedures
Implementing Section 3
of the Housing & Urban Development Act



An

Orientation Guide
for Contractors, Developers, and Sub-Grantees
doing business with the City of Pueblo

Introduction

This guidebook has been prepared to provide information and guidance to firms and entities receiving housing or community development assistance covered under Section 3 of the Housing and Urban Development Act of 1968. This guidance should outline for recipients how the City of Pueblo through the Department of Housing and Citizen Services shall administer the Section 3 Regulations. This guide should not be treated as a comprehensive recitation of the Section 3 Act and Section 3 Regulations. It is a summary of the pertinent provisions of the Act and Regulations and focuses on the requirements imposed on the Sub-Recipient, Developer, General Contractor, and Subcontractor receiving the requisite amount of Section 3 Funds.

The City of Pueblo reminds each Sub-Recipient, Developer, General Contractor and Subcontractor that it bears the responsibility to familiarize itself with the Section 3 Act and Section 3 Regulations prior to accepting projects covered by Section 3 from the City of Pueblo.

City of Pueblo's Policy Statement

The City of Pueblo, through the Department of Housing & Citizen Services (DHCS) will require recipients of HUD sourced funds to provide employment and contracting opportunities to low- and very low-income persons (as defined in 24 CFR Part 75.5) residing in the City of Pueblo and the greater Pueblo Metropolitan Statistical Area (MSA) and to area businesses meeting the definition of a "Section 3 Business Concern" (as defined by 24 CFR Part 75.5) on all Section 3 Covered Projects. Accordingly, DHCS has implemented policies and procedures to ensure that Section 3 regulations, when required, are followed and shall develop programs and procedures as necessary to implement this policy covering all procurement contracts where labor and/or professional services are provided on a Section 3 covered project, in order to achieve the goals outlined within the City of Pueblo's Consolidated Plan for Housing and Community Development. This policy shall not apply to contractors who only furnish materials or supplies through Section 3 covered assistance. It will apply to contractors who install materials or provide equipment on a Section 3 covered project. There is nothing in the policy that should be construed to require the employment or contracting of a Section 3 resident or business who does not meet the qualifications of the position to be filled or who cannot fulfill the contract requirements.

What is Section 3?

Section 3 refers to Section 3 of the Housing and Urban Development Act of 1968 as amended (12 U.S.C. 1701u) and its implementing federal regulations in 24 C.F.R. 75. The purpose of Section 3 is to ensure that employment and economic opportunities generated by certain financing provided by the U.S. Department of Housing and Urban Development (HUD) is, to greatest extent feasible, directed to low-and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns that provide economic opportunities to low- and very-low income persons.

The City of Pueblo has set forth policies and procedures to ensure that employment and economic opportunities generated by Section 3 covered projects, to the greatest extent feasible, are directed to low- and very low-income persons and business concerns.

What Projects are Section 3 Covered Projects?

Section 3 policies are applicable to all **HUD sourced construction projects or HUD sourced construction financing** when the total amount of assistance to the project exceeds a threshold of **$200,000** related to:

- Housing rehabilitation and housing construction; and
- Other public construction funded by HUD programs to provide community development financial assistance.

Section 3 policies also apply to HUD sourced **lead hazard reduction projects** or financing when the total amount of assistance to the project exceeds a threshold of **$100,000**.

Who are Section 3 Workers?

Section 3 worker means any worker who currently fits or when hired within the past five years fit at least one of the following categories, as documented:

- Participants in YouthBuild Programs; or,
- The worker is employed by a Section 3 business concern; or
- The worker's income for the previous or annualized calendar year is below the annual income limit established by HUD, currently:

Pueblo County	1
Section 3 Worker 2022 Annual Income	$46,050

Targeted Section 3 worker means:

- A Section 3 worker employed by a Section 3 business concern; or
- A Section 3 worker who currently fits or when hired fit at least one of the following categories, as documented within the past five years (effective date 11/30/2020):
  - (i) Living within the service area or the neighborhood of the project (within one mile of the project or an area sufficient to encompass a population of 5000 people; or
  - (ii) A YouthBuild participant.

What is a Section 3 Business Concern?

A business meeting at least one of the following criteria, documented within the last six-month period:

- Is a business that is 51% or more owned and controlled by low- or very low-income persons; or
- Is a business that is 51% or more owned and controlled by current public housing residents or residents who currently live in Section 8-assissted housing; or
- Over 75% of the labor hours performed for the business over the prior three-month period were performed by Section 3 workers.

Section 3 Employment and Contracting Goals

The City of Pueblo / Pueblo Consortium provides HOME funds from the U.S. Department of Housing and Urban Development (Federal funds) which must comply with Section 3 of the Housing and Urban Development Act of 1968, as amended. Section 3 requires that economic opportunities that are generated by the use of Federal funds be made available to low- and very low-income persons, particularly those who receive Federal financial assistance for housing and those residing in communities where the financial assistance is expended.

Section 3 establishes employment benchmark goals of:

- **25% of total labor hours worked by Section 3 workers, and**
- **5% of total labor hours worked by Targeted Section 3 workers.**

These procedures summarize the requirements of Section 3 and describe how the City of Pueblo and the Pueblo Consortium implement the requirements. The procedures outline what the City/Consortium and its housing partners must do to comply with Section 3 and identify the record-keeping and reporting requirements that funded entities must collect and maintain.

The Section 3 implementing regulations, 24 CFR part 75, can be found at www.ecfr.gov.

Section 3 applies to Section 3 projects funded by the City of Pueblo and the Pueblo Consortium as follows [24 CFR 75.3(a)(2)(i)]:

A Section 3 project means housing rehabilitation, housing construction, and other public construction projects assisted under HUD programs that provide housing and community development financial assistance when the total amount of assistance to the project exceeds a threshold of $200,000. A lower assistance threshold of $100,000, applies when assistance from the Lead Hazard Control and Healthy Homes programs, as authorized by Sections 501 or 502 of the Housing and Urban Development Act of 1970 (12 U.S.C. 1701z- 1 or 1701z-2), the Lead-Based Paint Poisoning Prevention Act (42 U.S.C 4801 *et seq.*); and the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851 *et seq.*). The project is the site or sites together with any building(s) and improvements located on the site(s) that are under common ownership, management, and financing.

For projects with HOME assistance exceeding the threshold limits, Section 3 applies to the entire project, whether the project is fully or partially assisted with HOME funds [24 CFR 75.3(a)(2)(iii)].

Section 3 requirements do not apply to material supply contracts [24 CFR 75.3(b)].

Section 3 Employment and Training

Recipient is defined as the entity receiving HOME funds and/or a HOME commitment in excess of the threshold amount. $200,000 for most HUD programs and $100,000 for activities funded through the Office of Lead Hazard Control and Healthy Homes.

To comply with Section 3 regulations, the Recipient must, to the greatest extent feasible, ensure employment and training opportunities arising in connection with the Section 3 project is provided to Section 3 workers within the metropolitan area (or nonmetropolitan county) in which the project is located [24 CFR 75.19(a)(1)].

Where feasible, priority for opportunities and training should be given to [24 CFR 75.19(a)(2)(i-ii)]:

- Section 3 workers residing within the service area or the neighborhood of the project, and
- Participants in YouthBuild programs.

Section 3 Contracting

To comply with Section 3 regulations, the Recipient must, to the greatest extent feasible, ensure contracts for work awarded in connection with Section 3 projects are provided to business concerns that provide economic opportunities to Section 3 workers residing within the metropolitan area (or nonmetropolitan county) in which the project is located [24 CFR 75.19(b)(1)].

Where feasible, priority for contracting opportunities should be given to [24 CFR 75.19(b)(2)(i-ii)]:

- Section 3 business concerns that provide economic opportunities to Section 3 workers residing within the service area or the neighborhood of the project, and
- YouthBuild programs.

Section 3 Reporting requirements

To comply with Section 3 regulations, the Recipient must report [24 CFR 75.25(a)]:

- The total number of labor hours worked;
- The total number of labor hours worked by Section 3 workers; and
- The total number of labor hours worked by Targeted Section 3 workers.

The labor hours reported must include the total number of labor hours worked on a Section 3 project, including labor hours worked by any subrecipients, contractors and subcontractors [24 CFR 75.25(a)(3)].

In order to meet Section 3 reporting requirements, Recipients may report labor hours by Section 3 workers and Targeted Section 3 workers from professional services without including labor hours from professional services in the total number of labor hours worked for the project [24 CFR 75.25(a)(4)].

Additional Reporting if Section 3 Benchmarks are not met [24 CFR 75.25(b)]

If the Recipient's reporting indicates the Section 3 benchmarks have not been met, the Recipient must report on the nature of activities pursued in the absence of not meeting Section 3 benchmarks (see Form S3c).

Section 3 Contract Provisions

Recipients must include language applying Section 3 requirements in any subrecipient agreement or contract for a Section 3 project [24 CFR 75.27(a)] (see Form "Additional Reporting").

Section 3 business concern means (24 CFR 75.5):

(1) A business concern meeting at least one of the following criteria, documented within the last six- month period:

(i) It is at least 51 percent owned and controlled by low- or very low-income persons;

(ii) Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers; or

(iii) It is a business at least 51 percent owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.

(2) The status of a Section 3 business concern shall not be negatively affected by a prior arrest or conviction of its owner(s) or employees.

(3) Nothing in this part shall be construed to require the contracting or subcontracting of a Section 3 business concern. Section 3 business concerns are not exempt from meeting the specifications of the contract.

Section 3 worker means (24 CFR 75.5):

(1) Any worker who currently fits or when hired within the past five years (time period only goes back to the 24 CFR 75 effective date of 11-30-2020) fit at least one of the following categories, as documented:

(i) The worker's income for the previous or annualized calendar year is below the income limit established by HUD.

(ii) The worker is employed by a Section 3 business concern.

(iii) The worker is a YouthBuild participant.

(2) The status of a Section 3 worker shall not be negatively affected by a prior arrest or conviction.

(3) Nothing in this part shall be construed to require the employment of someone who meets this definition of a Section 3 worker. Section 3 workers are not exempt from meeting the qualifications of the position to be filled.

Targeted Section 3 worker means [24 CFR 75.21(a)]:

A Targeted Section 3 worker for housing and community development financial assistance means a Section 3 worker who is:

(1) A worker employed by a Section 3 business concern; or

(2) A worker who currently fits or when hired five years (time period only goes back to the 24 CFR 75 effective date of 11-30-2020) fit at least one of the following categories, as documented within the past five years:

(i) Living within the service area or the neighborhood of the project, as defined in § 75.5; or

(ii) A YouthBuild participant.

Penalties

In the event the developer fails to meet its commitments and cannot demonstrate to the City of Pueblo or the Pueblo Consortium's satisfaction that good faith efforts have been made to fulfil their commitments, it shall be subject to penalties for non-compliance as enumerated in the construction documents or the Affordable Housing Development Agreement between the Consortium member and the developer. A penalty for non-compliance up to 5% of loan/grant amount may be assessed per the Affordable Housing Development Agreement. A penalty of debarment may additionally be imposed by the City of Pueblo or Consortium member.

Exhibits to Section 3 Policies and Procedures

Form	Description	
S3a	Certificate of Section 3 Compliance and Section 3 Clause S3b	Parties Involved Form
S3c	Weekly Hours Worked Certification	
S3d	Section 3 Worker Certification	
S3e	Section 3 Business Certification	

CITY OF PUEBLO / PUEBLO CONSORTIUM
CDBG / HOME INVESMENT PARTNERSHIP FUND

SECTION 3 CERTIFICATION

PURPOSE, AUTHORITYAND RESPONSIBILITY

Section 3 is a provision of the Housing and Urban Development (HUD) Act of 1968 that promotes local economic development and individual self-sufficiency.

Section 3 requires that, to the greatest extent possible, economic opportunities that are generated by the use of HUD funds be made available to low- and very low-income persons, particularly those who receive Federal financial assistance for housing and those residing in communities where the financial assistance is expended. Section 3 established benchmark goals for (a) 25% of total labor hours worked by Section 3 workers; and (b) 5% of total labor hours worked by Targeted Section 3 workers.

_____ (hereinafter called the Recipient/Contractor) hereby **CERTIFIES** that upon being awarded a contract to participate in the following HUD-funded project:

_____ (the "Project")

located at:_____,

that the Recipient/Contractor:

(a) is under no contractual or other impediment that would prevent it from complying with requirements of Section 3 as set forth in 24 CFR part 75; and

(b) will comply with HUD's regulations in 24 CFR Part 75; and

(c) will submit to the City of Pueblo or Pueblo Consortium Member, appropriate Section 3 documentation of total labor hours performed per contractor/subcontractor, certifications of Section 3 workers, and confirmation of Section 3 business concerns and YouthBuild participants; and

(d) will include the Section 3 Clause and this Section 3 Certification of Compliance in every subcontract and further agrees to take the appropriate action pursuant to those regulations in the event the contractor/subcontractor is found to be in violation of 24 CFR Part 75; and

(e) will not contract/subcontract with any contractor/subcontractor where the Recipient/Contractor has notice or knowledge that the contractor/subcontractor has been found in violation of any provision of 24 CFR Part 75.

By: _____ Authorized Representative's Signature

Name and Title: _____

Date: _____

Section 3 Clause

A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3), contributes to the establishment of stronger, more sustainable communities by ensuring that employment and other economic opportunities generated by Federal financial assistance for housing and community development programs are, to the greatest extent feasible, directed toward low- and very low-income persons, particularly those who receive Federal financial assistance for housing and those residing in communities where the financial assistance is expended.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 75, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.

C. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 75.

D. Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

Form S3b

Recipient must complete this form and submit to Consortium.

Parties Involved Form

Project Name

_____

Owner Name	
Contact Name	
Email Address	
Address	
City, State, Zip	
Phone	

Developer	
Contact Name	
Email Address	
Address	
City, State, Zip	
Phone	

GC	
Contact Name	
Email Address	
Address	
City, State, Zip	
Phone	

Subcontractor	
Contact Name	
Email Address	
Address	
City, State, Zip	
Phone	

Subcontractor	
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Email Address	
Address	
City, State, Zip	
Phone	

Subcontractor	
Contact Name	
Email Address	
Address	
City, State, Zip	
Phone	
Phone	

Subcontractor	
Contact Name	
Email Address	
Address	
City, State, Zip	
Phone	
Phone	

city of PUEBLO colorado

Section 3 Weekly Hours Worked Report

Date:		**Contractor:**	
Pay Period:		**Address:**	
Project:		**City:**	
Address:		**State:**	
City:		**Zip Code:**	

Employee	Emp. No.	Section 3 Worker (Yes/No)	Targeted Section 3 Worker (Yes/No)	Total Hours Worked on the Project during Pay Period	Section 3 Hours Worked	Targeted Section 3 Hours Worked	Sec 3 %	Targeted Sec. 3 %
Totals								

Signature:		Date:	

Definitions

Section 3 worker means (24 CFR 75.5):

(1) Any worker who currently fits or when hired within the past five years (time period only goes back to the 24 CFR 75 effective date of 11-30-2020) fit at least one of the following categories, as documented:

(i) The worker's income for the previous or annualized calendar year is below the income limit established by HUD.

(ii) The worker is employed by a Section 3 business concern.

(iii) The worker is a YouthBuild participant.

(2) The status of a Section 3 worker shall not be negatively affected by a prior arrest or conviction.

(3) Nothing in this part shall be construed to require the employment of someone who meets this definition of a Section 3 worker. Section 3 workers are not exempt from meeting the qualifications of the position to be filled.

Targeted Section 3 worker means [24 CFR 75.21(a)]:

A Targeted Section 3 worker for housing and community development financial assistance means a Section 3 worker who is:

(1) A worker employed by a Section 3 business concern; or

(2) A worker who currently fits or when hired five years (time period only goes back to the 24 CFR 75 effective date of 11-30-2020) fit at least one of the following categories, as documented within the past five years:

(i) Living within the service area or the neighborhood of the project, as defined in § 75.5; or

(ii) A YouthBuild participant.

Section 3 business concern means (24 CFR 75.5):

(1) A business concern meeting at least one of the following criteria, documented within the last six- month period:

(i) It is at least 51 percent owned and controlled by low- or very low-income persons;

(ii) Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers; or

(iii) It is a business at least 51 percent owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.

(2) The status of a Section 3 business concern shall not be negatively affected by a prior arrest or conviction of its owner(s) or employees.

(3) Nothing in this part shall be construed to require the contracting or subcontracting of a Section 3 business concern. Section 3 business concerns are not exempt from meeting the specifications of the contract.

Additional Reporting if Section 3 Benchmarks are not met [24 CFR 75.25(b)]

If the Recipient's reporting indicates the Section 3 benchmarks have not been met, the Recipient must report on the nature of activities pursued in the absence of not meeting Section 3 benchmarks. In the absence of not meeting Section 3 benchmarks, the Recipient made efforts including (check all that apply and provide documentation of effort(s)):

__ Engaged in outreach efforts to generate job applicants who are Targeted Section 3 workers.

__ Provided training or apprenticeship opportunities.

__ Provided technical assistance to help Section 3 workers compete for jobs (*e.g.,* resume assistance, coaching).

__ Provided or connected Section 3 workers with assistance in seeking employment including: drafting resumes, preparing for interviews, and finding job opportunities connecting residents to job placement services.

__ Held one or more job fairs.

__ Provided or referred Section 3 workers to services supporting work readiness and retention (*e.g.,* work readiness activities, interview clothing, test fees, transportation, child care).

__ Provided assistance to apply for/or attend community college, a four-year educational institution, or vocational/technical training.

__ Assisted Section 3 workers to obtain financial literacy training and/or coaching.

__ Engaged in outreach efforts to identify and secure bids from Section 3 business concerns.

Provided technical assistance to help Section 3 business concerns understand and bid on contracts.

Divided contracts into smaller jobs to facilitate participation by Section 3 business concerns.

__ Provided bonding assistance, guaranties, or other efforts to support viable bids from Section 3 business concerns.

Additional Reporting if Section 3 Benchmarks are not met [24 CFR 75.25(b)] (Cont.)

__ Promoted use of business registries designed to create opportunities for disadvantaged and small
businesses.

__ Outreach, engagement, or referrals with the state one-stop system as defined in Section 121(e)(2)
of the Workforce Innovation and Opportunity Act.

__ Other, please describe:_____

By signing this document, as an authorized employee of the Recipient, I certify the above efforts are true and accurate to the best of my knowledge and belief.

_____

Recipient Signature Date

Section 3 Worker Certification

Employee Name _____ Project Name _____

Employee's Address _____ City _____ State _____ Zip _____

Section 3 worker means (24 CFR 75.5):

(1) Any worker who currently fits or when hired within the past five years (time period only goes back to the 24 CFR 75 effective date of 11-30-2020) fit at least one of the following categories, as documented:

(i) The worker's income for the previous or annualized calendar year is below the income limit established by HUD (see the following income limits).
(ii) The worker is employed by a Section 3 business concern.
(iii) The worker is a YouthBuild participant.

(2) The status of a Section 3 worker shall not be negatively affected by a prior arrest or conviction.

(3) Nothing in this part shall be construed to require the employment of someone who meets this definition of a Section 3 worker. Section 3 workers are not exempt from meeting the qualifications of the position to be filled.

Pueblo County 2022 Income Limit	
Section 3 Worker's Annual Income	$46,050

By signing this document, I certify that I am a Section 3 worker because I fit into one or more categories listed above.

Signature _____ Date _____

Section 3 Business Certification

If your business meets at least one of the categories listed below, please complete this form.

Business Name			
Business Address	City	State	Zip
Contact Name	Email		Phone

Section 3 business concern means (24 CFR 75.5):

(1) A business concern meeting at least one of the following criteria, documented within the last six- month period:

(i) It is at least 51 percent owned and controlled by low- or very low-income persons;

(ii) Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers; or

(iii) It is a business at least 51 percent owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.

(2) The status of a Section 3 business concern shall not be negatively affected by a prior arrest or conviction of its owner(s) or employees.

(3) Nothing in this part shall be construed to require the contracting or subcontracting of a Section 3 business concern. Section 3 business concerns are not exempt from meeting the specifications of the contract.

By signing this document, I certify

_____

is a Section 3 business concern because it fits into one or more categories listed above.

_____

Signature Title

Date

EXHIBIT G

City of Pueblo
Department of Housing and Citizen Services

Affirmative Fair Housing Marketing Procedures

It is the policy of the Department of Housing and Citizen Services to administer its housing programs affirmatively, as to achieve a condition in which individuals of similar income levels in the same housing market area have a like range of housing choices available to them regardless of their race, color, religion, sex, sexual orientation, handicap, familial status or national origin. Each applicant for participation in the Department's housing programs shall pursue affirmative fair housing marketing policies in soliciting buyers and tenants, in determining their eligibility, and in concluding sales and rental transactions.

METHODS AND PRACTICES FOR INFORMING THE PUBLIC

In order to inform the public, owners, and prospective tenants about federal fair housing laws and the City's affirmative marketing policies, the developer will include the Equal Housing Opportunity logotype and/or slogan, and a logotype and/or slogan indicating equality, non-discrimination, and equal access, in all press releases, solicitations, and program information materials.

The City shall develop an outreach plan each year, which will include, singularly or in combination, advertisements in local newspapers, public service announcements, distribution of fair housing brochures at relevant events, community presentations, or other outreach activities to inform the community about fair housing rights and responsibilities.

REQUIREMENTS AND PRACTICES FOR OWNERS

All developers who receive funds from the City are required to enter into loan and regulatory agreements with the City prior to receiving any funds. These agreements are designed to bind the recipients to all of the program requirements, including the affirmative fair marketing procedures. Developers receiving federal funds are required to create units that are accessible to people with disabilities. At least five percent of the new units must be accessible to people with mobility impairments and at least two percent must be accessible to people with hearing or vision impairments.

In addition to Federal laws requiring units for people with physical disabilities, Fair Housing laws require owners to make reasonable accommodations or modifications for people with all types of disabilities. In doing so, recipients are required to make and pay for structural modifications to dwelling units and common areas when needed as a reasonable accommodation for tenants or applicants with disabilities. In such cases where providing a requested accommodation would result in an undue financial and administrative burden, developers are required to take any other action that would not result in an undue burden.

Recipients must submit proposed marketing and management plans on the form HUD-935.2(a) for multifamily projects or 935.2(b) for single-family projects, along with supporting documentation to the City for review and approval. Prior to commencing marketing activities, owners will be required to meet with City staff to review the proposed marketing strategy to ensure that

affirmative marketing efforts will be employed.

Management plans must include policies for ensuring reasonable accommodation for persons with disabilities. Management plans must also contain policies and provisions for recordkeeping and monitoring.

Marketing plans must include information on strategies for reaching persons and groups not likely to apply including, but not limited to, households with a disabled member. Marketing plans must also include procedures for ensuring that accessible units are occupied by people with disabilities who require accessible features, as described below.

Marketing plans must include the use of the fair housing logotype and/or slogan, and use of a logotype and/or slogan and fair housing posters must be displayed at the project rental or sales office. Owners are required to advertise in newspapers of general circulation, and to provide notice to community groups when units become available.

Marketing strategies must include use of a welcoming statement to encourage people with disabilities to apply for units, as well as a description of available units, accessible features, eligibility criteria, and the application process.
Marketing plans must indicate that qualified applicants with disabilities who request accommodations shall receive priority for the accessible units. Open houses and marketing offices must be accessible to allow disabled persons to visit the site and retrieve information about accessible units.

PROCEDURES FOR OUTREACH TO PERSONS LEAST LIKELY TO APPLY

Owners are required to engage in special outreach to persons and groups in the housing market area who, in the absence of such outreach are not likely to apply for the housing. In determining what special outreach is needed, Owners should take into account past patterns of discrimination, the racial and ethnic makeup of the neighborhood, language barriers, location, or other factors that might make it less likely that some persons and groups (a) would be aware of the availability of the housing or (b) would be likely to apply for the housing.

In particular, owners are required to advertise in media, which are reasonably likely to reach such targeted groups, and to provide notice to community organizations, fair housing agencies, and other similar organizations. A list of local disability organizations and community development boards will be provided by DHCS upon request. Multilingual advertising is encouraged where such efforts would result in reaching persons and groups not likely to apply.

SPECIFIC PROCEDURES FOR ENSURING THAT ACCESSIBLE UNITS ARE OCCUPIED BY PEOPLE WITH DISABILITIES WHO REQUIRE ACCESSIBLE FEATURES

Outreach by owners to the community shall include the distribution of notices describing:

- the availability of all units;
- specific information regarding the availability and features of accessible units;
- eligibility criteria; and
- application procedures.

All application forms shall include information indicating that people with disabilities requiring accessible features shall receive priority for accessible units. The application must include a section to be filled out by any applicant requesting an accommodation with details on

the applicant's special needs for accessible features or other accommodations. Under no circumstance should an applicant be required to disclose a disability unless requesting an accommodation. This will allow developers to provide, upfront, any necessary accessible features and/or accommodations for those people requesting accommodations.

Owners shall take reasonable nondiscriminatory steps to maximize the utilization of accessible units by eligible individuals whose disability requires the accessibility features of the particular unit. To this end, any vacant, accessible unit should first be offered to a current, disabled tenant of the same project or comparable project under the owner's control.
The disabled occupant must require the features in the vacant unit and must be occupying a unit not having such features. If no such occupant exists, the developer shall then offer the unit to a qualified applicant on the waiting list who has a disability requiring the accessibility features of the unit.

Furthermore, when offering an accessible unit to applicants without disabilities, the owner may require such applicants to agree to move to a non-accessible unit when one becomes available or when the accessible unit is needed by a disabled household. Such an agreement may be incorporated into the lease.

***Note*:** An owner may not prohibit an eligible family with a member who has a disability from accepting a non-accessible unit, which may become available before an accessible unit. Owners are required to modify such a non-accessible unit as needed or move a disabled household into a unit that can be altered, unless the modifications would result in an undue financial and administrative burden or alteration in the nature of a program. All applicants should be provided information about how to request a reasonable accommodation at the time they apply for admission and at every recertification.

RECORDKEEPING AND MONITORING

Owners must maintain records for at least five years regarding marketing and tenant selection practices. Upon request, Owners are required to submit to the City copies of all advertisements indicating the date the advertisements were placed and the media outlets which were used.
Owners must also provide copies of notices sent to community groups and a listing of those groups to which notices were sent. Owners must maintain records regarding the characteristics of persons applying for vacant units, and the characteristics (including race and familial status) of persons actually selected for the units. Owners' records must also include the number, location, and description of accessible units, and success in filling such units with people who need accessible features or other accommodations. In addition, Owners should document any reasonable accommodations made to, or requested by, tenants during the reporting year.

As part of the City's monitoring of assisted housing developments, the City will review the Owners' records to verify that each qualified household living in an accessible unit has at least one household member who needs the accessible features of the unit.

The duration of monitoring of Affirmative Fair Housing Marketing (AFHM) Requirements varies with each housing program. For homeownership programs, AFHM requirements apply through the completion of initial sales transactions on units covered by the approved AFHM plan. For assisted rental housing, AFHM requirements apply throughout the term of the loan and regulatory agreements, including those periods when the project does not maintain sustaining occupancy.

ANNUAL SURVEY AND CERTIFICATION

Housing providers should complete an annual survey and certification regarding its AFHMP and submit it to the City. The Annual Survey and Certification must respond to all of the following:

1. A current Affirmative Fair Housing Marketing Plan (AFHMP) (Form HUD-935.2A) is required of all City-assisted housing projects.
    a. What is the date of the current AFHMP on file?
2. Does your site office / web site have the Equal Opportunity logo and statement posted?
3. How many units are currently vacant or have given notice to vacate?
4. How are vacant units advertised?
5. In the last year, have any applicants for units been rejected?
    a. If yes, please provide reasons for rejection.
    b. Did any rejected applicants have Housing Choice Vouchers (Section 8) or other rental subsidy sources of income?
6. In the last year, have any residents been evicted?
    a. If yes, provide list of evicted households including building and unit number and reasons for eviction.

Project Name:
Project Address:

Owner Name:
Owner Address:

Signature of Owner or its Agent / Representative: Date:
Printed name and Title:

ASSESSMENT OF SUCCESS AND CORRECTIVE ACTIONS

The City will review records maintained by owners to ensure that Affirmative Fair Housing Marketing requirements are being met. Where the characteristics of applicants are significantly different from the make-up of the City's population (i.e., in cases where specific groups are over-represented or under-represented), the City will examine in more detail the owner's actions to determine if a violation of the requirements has occurred.

The City employs a variety of corrective actions. Initially, owners who have not fully complied with the requirements are directed to engage in targeted marketing efforts to reach groups not initially reached. In cases where owners refuse to comply with the affirmative fair marketing procedures, the City may take additional actions to secure performance under the loan agreement, including declaring the loan in default and recapturing the funds.

EXHIBIT H
LEGAL DESCRIPTION

LEGAL DESCRIPTION

(2) TWO PARCELS OF LAND BEING A PORTION OF *HOUSING SUBDIVISION* RECORDED ON MAY 24, 1952 IN THE OFFICE OF THE CLERK AND RECORDER OF THE COUNTY OF PUEBLO UNDER RECEPTION NUMBER 913457 (BOOK 16, PAGE 3), A PORTION OF LOT 13, BLOCK 23 OF *UPLANDS PARK* RECORDED ON FEBRUARY 19, 1886 IN SAID RECORDS IN BOOK 2B AT PAGES 33-34 AND A PORTION OF *UPLANDS TOWNHOMES FILING NO. 2* RECORDED ON DECEMBER 6, 2019 IN SAID RECORDS UNDER RECEPTION NUMBER 2161535; LOCATED IN THE NORTHWEST ONE-QUARTER OF SECTION 11, TOWNSHIP 21 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN; MORE PARTICULARLY DESCRIBED AS FOLLOWS WITH BEARINGS REFERENCED TO THE NORTH LINE OF SAID *HOUSING SUBDIVISION*, MONUMENTED ON THE WEST END BY A FOUND 1-1/2" ALUMINUM TAG STAMPED "MANGINI REEVES INC, PLS 22101" AND ON THE EAST END BY A FOUND 1" YELLOW PLASTIC CAP STAMPED "CARDINAL, PLS 22101" (A 1-FOOT WITNESS CORNER), AND IS ASSUMED TO BEAR NORTH 88°54'18" EAST 1253.48 FEET.

PARCEL 1

COMMENCING AT THE WEST END OF SAID NORTH LINE; SAID POINT BEING ALSO THE NORTHWEST CORNER OF SAID *HOUSING SUBDIVISION* AND A POINT ON THE EAST RIGHT-OF-WAY LINE OF SOUTH PRAIRIE AVENUE; THENCE NORTH 88°54'18" EAST, ON SAID NORTH LINE OF *HOUSING SUBDIVISION*, A DISTANCE OF 381.43 FEET TO THE **POINT OF BEGINNING**;

THENCE CONTINUE NORTH 88°54'18" EAST ON SAID NORTH LINE, A DISTANCE OF 230.44 FEET TO THE NORTHWESTERLY CORNER OF SAID *UPLANDS TOWNHOMES FILING NO. 2*;

THENCE ON THE EXTERIOR OF SAID *UPLANDS TOWNHOMES FILING NO. 2* THE FOLLOWING (4) FOUR COURSES:

1. THENCE SOUTH 01°05'42" EAST, A DISTANCE OF 178.95 FEET;
2. THENCE SOUTH 89°26'28" WEST, A DISTANCE OF 32.02 FEET;
3. THENCE SOUTH 01°06'56" EAST, A DISTANCE OF 60.09 FEET;
4. THENCE SOUTH 44°14'08" WEST, A DISTANCE OF 41.63 FEET TO A 184.06 FOOT RADIUS NON-TANGENT CURVE WHOSE CENTER BEARS NORTH 13°35'26" WEST, BEING ALSO THE NORTHERLY RIGHT-OF-WAY LINE OF TRIBAL NATIONS AVENUE, AS SHOWN ON THE PLAT OF SAID *UPLANDS TOWNHOMES FILING NO. 2*;

THENCE ON SAID EXTERIOR THE FOLLOWING (4) FOUR COURSES:

1. THENCE WESTERLY ON SAID CURVE, THROUGH A CENTRAL ANGLE OF 05°56'58", AN ARC DISTANCE OF 19.11 FEET TO A 28.73 FOOT RADIUS NON-TANGENT CURVE WHOSE CENTER BEARS NORTH 07°32'42" WEST;
2. THENCE WESTERLY ON SAID CURVE, THROUGH A CENTRAL ANGLE OF 51°19'09", AN ARC DISTANCE OF 25.74 FEET;
3. THENCE NORTH 46°13'38" WEST, A DISTANCE OF 64.92 FEET;
4. THENCE SOUTH 43°46'26" WEST, A DISTANCE OF 2.99 FEET TO THE NORTHEASTERLY CORNER OF SITTER PLACE, AS SHOWN ON THE PLAT OF SAID *HOUSING SUBDIVISION*;

THENCE NORTH 46°05'32" WEST ON THE NORTHERLY RIGHT-OF-WAY LINE OF SAID SITTER PLACE, A DISTANCE OF 22.57 FEET;

THENCE NORTH 48°21'35" EAST, A DISTANCE OF 17.11 FEET;

THENCE NORTH 01°06'04" WEST, A DISTANCE OF 47.47 FEET;

THENCE SOUTH 88°53'56" WEST, A DISTANCE OF 76.58 FEET;

THENCE NORTH 00°38'19" WEST, A DISTANCE OF 144.77 FEET TO THE **POINT OF BEGINNING**.

THE ABOVE PARCEL DESCRIPTION CONTAINS A CALCULATED AREA OF 47,937 SQUARE FEET OR (1.10048 ACRES), MORE OR LESS, AND IS DEPICTED ON THE ATTACHED GRAPHICAL EXHIBIT FOR REFERENCE.

PARCEL 2

COMMENCING AT THE WEST END OF SAID NORTH LINE OF *HOUSING SUBDIVISION*; SAID POINT BEING ALSO THE NORTHWEST CORNER OF SAID *HOUSING SUBDIVISION* AND A POINT ON THE EAST RIGHT-OF-WAY LINE OF SOUTH PRAIRIE AVENUE;

THENCE SOUTH 01°05'45" EAST ON SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 477.95 FEET TO THE **POINT OF BEGINNING**;

THENCE NORTH 88°53'56" EAST, A DISTANCE OF 260.82 FEET;

THENCE NORTH 01°06'02" WEST, A DISTANCE OF 83.87 FEET;

THENCE NORTH 88°54'36" EAST, A DISTANCE OF 178.06 FEET;

THENCE NORTH 00°50'50" WEST, A DISTANCE OF 49.79 FEET;

THENCE NORTH 89°45'13" EAST, A DISTANCE OF 22.78 FEET;

THENCE NORTH 01°06'04" WEST, A DISTANCE OF 46.64 FEET TO THE EXTERIOR OF SAID *UPLANDS TOWNHOMES FILING NO. 2*, BEING ALSO THE SOUTHERLY RIGHT-OF-WAY LINE OF SITTER PLACE, AS SHOWN ON THE PLAT OF SAID *UPLANDS TOWNHOMES FILING NO. 2;*

THENCE ON SAID EXTERIOR, SAID SOUTHERLY RIGHT-OF-WAY LINE, AND THE SOUTHERLY RIGHT-OF-WAY LINE OF TRIBAL NATIONS AVENUE, AS SHOWN ON THE PLAT OF SAID *UPLANDS TOWNHOMES FILING NO. 2*, THE FOLLOWING (2) TWO COURSES:

1. THENCE SOUTH 46°13'38" EAST, A DISTANCE OF 15.21 FEET TO A 72.76 FOOT RADIUS NON-TANGENT CURVE WHOSE CENTER BEARS NORTH 43°46'21" EAST;
2. THENCE SOUTHEASTERLY ON SAID CURVE, THROUGH A CENTRAL ANGLE OF 15°53'10", AN ARC DISTANCE OF 20.17 FEET TO A 75.64 FOOT RADIUS NON-TANGENT CURVE WHOSE CENTER BEARS NORTH 27°59'04" EAST;

THENCE CONTINUE ON SAID SOUTHERLY RIGHT-OF-WAY LINE OF TRIBAL NATIONS AVENUE THE FOLLOWING (7) SEVEN COURSES:

1. THENCE EASTERLY ON SAID CURVE, THROUGH A CENTRAL ANGLE OF 23°09'13", AN ARC DISTANCE OF 30.57 FEET TO A 300.00 FOOT RADIUS REVERSE CURVE;
2. THENCE EASTERLY ON SAID REVERSE CURVE, THROUGH A CENTRAL ANGLE OF 10°01'39", AN ARC DISTANCE OF 52.50 FEET TO A 39.00 FOOT RADIUS COMPOUND CURVE;
3. THENCE SOUTHEASTERLY ON SAID CURVE, THROUGH A CENTRAL ANGLE OF 25°37'02", AN ARC DISTANCE OF 17.44 FEET TO A 63.17 FOOT RADIUS REVERSE CURVE;
4. THENCE EASTERLY ON SAID REVERSE CURVE, THROUGH A CENTRAL ANGLE OF 83°11'16", AN ARC DISTANCE OF 91.72 FEET TO A 38.83 FOOT RADIUS REVERSE CURVE;
5. THENCE NORTHEASTERLY ON SAID REVERSE CURVE, THROUGH A CENTRAL ANGLE OF 25°31'58", AN ARC DISTANCE OF 17.30 FEET TO A 301.18 FOOT RADIUS COMPOUND CURVE;
6. THENCE EASTERLY ON SAID CURVE, THROUGH A CENTRAL ANGLE OF 08°14'17", AN ARC DISTANCE OF 43.30 FEET;
7. THENCE NORTH 88°54'27" EAST, A DISTANCE OF 527.92 FEET TO THE EXTERIOR OF SAID *UPLANDS TOWNHOMES FILING NO. 2*, BEING ALSO THE WESTERLY RIGHT-OF-WAY LINE OF ACERO AVENUE;

THENCE SOUTH 01°05'33" EAST ON SAID EXTERIOR AND SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 31.69 FEET TO THE SOUTHEASTERLY CORNER OF SAID *UPLANDS TOWNHOMES FILING NO. 2*, BEING ALSO THE NORTHEASTERLY CORNER OF SAID LOT 13, BLOCK 23 OF *UPLANDS PARK*;

THENCE CONTINUE SOUTH 01°05'33" EAST ON SAID EXTERIOR AND SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 297.23 FEET TO THE SOUTHEASTERLY CORNER OF SAID LOT 13, BLOCK 23 OF *UPLANDS PARK*, BEING ALSO THE INTERSECTION OF SAID WESTERLY RIGHT-OF-WAY LINE WITH THE NORTHERLY RIGHT-OF-WAY LINE OF SPRAGUE AVENUE;

THENCE SOUTH 88°54'57" WEST ON SAID EXTERIOR AND SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 626.63 FEET TO THE SOUTHWEST CORNER OF SAID LOT 13, BLOCK 23 OF *UPLANDS PARK* AND THE SOUTHEAST CORNER

OF BLOCK 3 OF SAID *HOUSING SUBDIVISION*;

THENCE CONTINUE SOUTH 88°54'57" WEST ON THE EXTERIOR OF SAID *HOUSING SUBDIVISION* AND SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 626.81 FEET THE SOUTHWEST CORNER OF SAID *HOUSING SUBDIVISION*, BEING ALSO THE INTERSECTION OF SAID NORTH RIGHT-OF-WAY LINE WITH SAID EAST RIGHT-OF-WAY LINE OF SOUTH PRAIRIE AVENUE;

THENCE NORTH 01°05'45" WEST ON SAID EXTERIOR AND SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 181.65 FEET TO THE **POINT OF BEGINNING**.

THE ABOVE PARCEL DESCRIPTION CONTAINS A CALCULATED AREA OF 359,855 SQUARE FEET OR (8.26114 ACRES), MORE OR LESS, AND IS DEPICTED ON THE ATTACHED GRAPHICAL EXHIBIT FOR REFERENCE.

THE OVERALL PARCEL DESCRIPTION CONTAINS A CALCULATED AREA OF 407,792 SQUARE FEET OR (9.36162 ACRES), MORE OR LESS, AND IS DEPICTED ON THE ATTACHED GRAPHICAL EXHIBIT FOR REFERENCE.

DEED OF TRUST

THIS DEED OF TRUST, made this ____ day of July 2022, between Crawford Townhomes, LLLP, a Colorado limited liability limited partnership, with an address of c/o El Centro Pueblo Development Corporation, Inc., 201 South Victoria Avenue, Pueblo, Colorado 81003, hereinafter referred to as "Grantor," and the Public Trustee of the County of Pueblo, in the State of Colorado, hereinafter referred to as "Trustee," WITNESSETH:

WHEREAS, Grantor has entered into the City of Pueblo Affordable Housing Development Agreement dated the _____ day of July 2022 with the City of Pueblo, a Municipal Corporation, hereinafter referred to as the "Agreement;" and

WHEREAS, the Grantor has executed a Promissory Note, hereinafter referred to as the "Note," dated the _____ day of July 2022 for the principal sum of **Five Hundred Thousand and No/100 Dollars (U.S. $500,000.00**), payable to the order of the City of Pueblo, a Municipal Corporation, located at 1 City Hall Place, Pueblo, Colorado 81003, which amount is an indebtedness of Grantor payable with interest in accordance with the terms of said Note; and,

WHEREAS, the Grantor is desirous of securing performance of all obligations of Grantor under said Agreement and Note and payment of the indebtedness as specified therein.

NOW, THEREFORE, the Grantor, in consideration of the premises and for the purposes aforesaid, does hereby grant, bargain, sell and convey unto Trustee in trust forever, for the use and benefit of the City of Pueblo, a Municipal Corporation (the "Beneficiary"), the following described property, situated in the County of Pueblo, State of Colorado to wit:

See Exhibit A

Also known as Crawford Townhomes, Phase 2A

TO HAVE AND TO HOLD the same, together with all and singular the privileges and appurtenances thereunto belonging: In Trust Nevertheless, That in case of default in the Note or any part thereof or payment as specified therein, according to the tenor and effect of said Note, or in the payment of any prior encumbrances, principal or interest, if any, or in case of a breach of any term of the Agreement, or in case default shall be made in or in case of violation or breach of any of the terms, conditions, covenants or agreements herein contained, the Beneficiary hereunder may declare a violation of any of the covenants herein contained and elect to advertise said property for sale and demand such sale, then, upon filing notice of such election and demand for sale with the Trustee, who shall upon receipt of such notice of election and demand for sale cause a copy of the same to be recorded in the recorder's office of the county in which said real estate is situated, it shall and may be lawful for said Trustee to sell and dispose of the same (en masse or in separate parcels, as the said Trustee may think best), and all the right, title and interest of Grantor, its successors or assigns therein, at public auction at the south front door of the Court House, in the County of Pueblo, State of Colorado, or on said premises, or any part thereof as may be specified in the notice of said sale, for the highest and best price the same will bring in cash, four weeks' public notice having been previously given of the time and place of such sale, by advertisement, weekly, in some newspaper of general circulation at that time published in said County of Pueblo, a copy of which notice shall be mailed within ten days from the date of the first publication thereof to the Grantor at the address herein given and to such person or persons appearing to have acquired a subsequent record interest in said real estate at the address given in the recorded instrument; where only the county and state is given as the address then such notice shall be mailed to the county seat, and to make and give to the purchaser or purchasers of such property at such sale, a certificate or certificates in writing describing such property purchased, and the sum or sums paid therefor, and the time when the purchaser or purchasers (or other person entitled thereto) shall be entitled to a deed or deeds therefor, unless the same shall be redeemed as is provided by law; and said Trustee shall, upon demand by the person or persons holding the same certificate of purchase, when said demand is made, or upon demand by the person entitled to a deed to and for the property purchased, at the time such demand is made, the time for redemption having expired, make and execute to such person or persons a deed or deeds to the said property purchased, which said deed or deeds shall be in the ordinary form of a conveyance, and shall be signed,

acknowledged and delivered by the said Trustee, as grantor, and shall convey and quit-claim to such person or persons entitled to such deed, as grantee, the said property purchased as aforesaid and all the right, title, interest, benefit and equity of redemption of the Grantor, its successors and assigns therein, and shall recite the sum or sums for which the said property was sold and shall refer to the power of sale therein contained, and to the sale or sales made by virtue thereof; and in case of an assignment of such certificate or certificates of purchase, or in case of the redemption of such property, by a subsequent encumbrancer, such assignment or redemption shall also be referred to in such deed or deeds; but the notice of sale need not be set out in such deed or deeds and the said Public Trustee shall, out of the proceeds or avails of such sale, after first paying and retaining all fees, charges and costs of making said sale, pay to the Beneficiary hereunder or the legal holder of the indebtedness, all moneys and amounts due, according to the tenor and effect thereof, and all moneys advanced by such Beneficiary or legal holder of said indebtedness for insurance, taxes and assessments, with interest thereon at twelve percent per annum, rendering the overplus, if any, unto the said Grantor, his legal representatives or assigns; which sale or sales and said deed or deeds so made shall be a perpetual bar, both in law and equity, against the Grantor, its successors and assigns, and all other persons claiming the said property, or any part thereof, by, from, through or under said Grantor, or any of them. The Beneficiary or holders of the indebtedness may purchase said property or any part thereof; and it shall not be obligatory upon the purchaser or purchasers at such sale to see to the application of the purchase money. If a release deed be required, it is agreed that Grantor, its successors, and assigns, will pay the expense thereof.

And the Grantor, for itself and for its successors and assigns covenants and agrees to and with the Trustee, that at the time of the ensealing of and delivery of these presents he is well seized of the said land and tenements in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in the manner and form as aforesaid; hereby fully and absolutely waiving and releasing all rights and claims he may have in or to said lands, tenements and property as a Homestead Exemption, or other exemption, now existing or which may hereafter be enacted in relation thereto and that, subject to the stated title exceptions attached hereto in Exhibit B, the same are free and clear of all liens and encumbrances whatsoever, and the above bargained property shall be in the quiet and peaceable possession of the said Trustee, his successors and assigns, against all and every person or persons lawfully claiming or to claim the whole or any part thereof, the said Grantor shall and will Warrant and Forever Defend.

And that during the continuance of said Note or the indebtedness arising thereunder, the said Grantor will in due season pay all taxes and assessments levied on said property; all amounts due on account of principal and interest on prior encumbrances, if any; and will keep all buildings that may at any time be on said lands, insured against loss by fire with extended coverage endorsements in a company authorized to issue such insurance in the State of Colorado, for such sum or sums as such company or companies will insure for, not to exceed the amount of said indebtedness and any prior encumbrances, except at the option of said Grantor, with loss, if any, payable to the Beneficiary hereunder, as its interest may appear, and will deliver the policy or policies of insurance to the Beneficiary hereunder, as further security for the indebtedness aforesaid. And in case of the failure of Grantor to thus insure and deliver the policies of insurance, or to pay such taxes or assessments or amounts due or to become due on any prior encumbrances, if any, then the Beneficiary or Note Holder (as such term is defined in the Note) may procure such insurance, or pay such taxes or assessments or amount due upon prior encumbrances, if any, and all moneys thus paid, with interest thereon at twelve percent per annum, shall become so much additional indebtedness, secured by this Deed of Trust, and shall be paid out of the proceeds of the sale of the property aforesaid, if not otherwise paid by Grantor, and Beneficiary or Note Holder may for such failure declare a violation of this covenant and agreement.

If all or any part of the property or an interest therein is sold or transferred by Grantor without Beneficiary's prior written consent, excluding the creation of a lien or encumbrance subordinate to this Deed of Trust, Beneficiary may, at Beneficiary's option, declare all the sums secured by this Deed of Trust to be immediately due and payable, together with interest thereon at the rate of four percent (4%) per annum from the time of substantial completion of the Project until said repayment is made. Neither the substitution nor addition of the limited partner or special limited partner of the Grantor, or partners of such limited partner or special limited partner, pursuant to the terms of the Grantor's partnership agreement, nor the transfer of interests in the Grantor's limited partner or special limited partner pursuant to the terms of the Grantor's partnership agreement, shall constitute a default under this Deed of Trust unless such a change results in the Grantor breaching federal affordability requirements pursuant to the Agreement or such a change results in a loss of substantial equity from the property. Beneficiary's consent shall be required for any new mortgage debt, where such consent shall not be unreasonably withheld, provided however that Beneficiary consents to the refinancing of the Colorado Housing Finance Agency's Capital Magnet Fund loan in the amount of $400,000.00.

AND THAT IN CASE OF ANY DEFAULT, Including but not limited to any breach of the affordability requirements detailed in the Agreement, Note, or as otherwise may be required pursuant to 24 C.F.R. Part 92, whereby the right of foreclosure occurs hereunder, the Trustee or the Beneficiary or holder of certificate of purchase, shall at once become entitled to the possession, use and enjoyment of the property aforesaid, and to the rents, issues and profits thereof, from the accruing of such right and during the pendency of foreclosure proceedings and through the period of redemption, if any there be; and such possession shall at once be delivered to the Trustee or the Beneficiary or the holder of the certificate of purchase on request, and on refusal, the delivery of such possession may be enforced by the Trustee or the Beneficiary or holder of the certificate of purchase by any appropriate civil suit or proceeding, and the Trustee or Beneficiary or the holder of the certificate of purchase, or any thereof, shall be entitled to a Receiver for said property, and of the rents, issues and profits thereof, after such default, including the time covered by foreclosure proceedings and the period of redemption, if any there be, and shall be entitled thereto as a matter of right without regard to the solvency or insolvency of the Grantor or of the then owner of said property and without regard to the value thereof, and such Receiver may be appointed by any court of competent jurisdiction upon ex parte application and without notice--notice being hereby expressly waived--and all rents, issues and profits, income and revenue therefrom shall be applied by such Receiver to the payment of the indebtedness hereby secured, according to the law and the orders and directions of the Court.

AND, That in case of default in any of said payments of principal or interest, according to the tenor and effect of said Note aforesaid, or any part thereof, or a breach of any term of the Agreement, or of a breach or violation of any of the covenants or agreements herein, by the Grantor, its successors or assigns, then and in that case the whole of the indebtedness hereby secured, and the interest thereon to the time of the sale, may at once, at the option of the Beneficiary or the legal holder of the indebtedness, become due and payable, and the said property be sold in the manner and with the same effect as if said indebtedness had matured, and that if foreclosure be made by the Public Trustee, a reasonable attorney's fee for services in the supervision of said foreclosure proceedings shall be allowed by the Public Trustee as part of the cost of foreclosure, and if foreclosure be made through the courts a reasonable attorney's fee shall be taxed by the court as a part of the costs of such foreclosure proceedings.

The final payment of the Note and performance of the Agreement and other obligations secured by this Deed of Trust are due on January 15, 2044.

Notwithstanding anything to the contrary contained in this Deed of Trust or the Note being secured hereby, Equity Investor (as defined below) shall have the right, but not the obligation, to cure defaults of Grantor.

Any notice from the Beneficiary to the Grantor under this Deed of Trust shall be deemed to have been received by the Grantor three (3) days after being mailed by certified mail, return receipt requested, to the Grantor at 201 South Victoria Avenue, Pueblo, CO 81003, or at such other address as Grantor may designate in writing to Beneficiary. Copies of any and all notices given by Beneficiary to the Grantor shall be sent, in the same manner as such notice is given to the Grantor, to the Grantor's limited partner (the "Equity Investor") at the following address: RBC Community Investments, LLC, Attention: President and General Counsel, 600 Superior Avenue, Suite 2300, Cleveland, Ohio 44114, and Applegate & Thorne-Thomsen, P.C., Attention: Bennett P. Applegate, Esq., 425 S. Financial Place, Suite 1900, Chicago, Illinois 60605. Equity Investor may change its address for receipt of copies of notices by giving notice in writing stating its new address to the Beneficiary. Commencing on the tenth (10th) day after the giving of such notice, such newly designated address shall be effective for purposes of all such copies of notices required to be sent by the Beneficiary to the Equity Investor.

Nothing in this Deed of Trust is intended, nor shall it be construed, to grant any rights whatsoever to Grantor or create any condition precedent to the exercise of any right or remedy by the Beneficiary; nor shall any noncompliance with the requirements of this Deed of Trust constitute any defense against enforcement of the Note or this Deed of Trust, including without limitation, Beneficiary's right to accelerate maturity of the entire indebtedness and demand sale of the said property.

The person signing this Deed of Trust on behalf of the Grantor represents and warrants that he or she has the requisite power and authority to enter into, execute, and deliver this Deed of Trust on behalf of the Grantor and that this Deed of Trust is a valid and legally binding obligation of Grantor enforceable against it in accordance with its terms.

Should any provisions of this Deed of Trust be found to violate the statutes or court decisions of the State of Colorado, or of the United States, such provision shall be deemed to be amended to comply with and conform to such statutes and decisions.

RAD Rider. The RAD Rider attached to this Deed of Trust as Exhibit C is, by this reference, incorporated into and deemed a part of this Deed of Trust. In the event of a conflict between any provisions of this Deed of Trust and any provisions of the RAD Rider, the provisions of the RAD Rider shall control.

IN WITNESS, WHEREOF, the Grantor has hereunto set its hand and seal the day and year first above written.

GRANTOR:

CRAWFORD TOWNHOMES, LLLP, a Colorado limited liability limited partnership

By: Crawford MM, LLC,
a Colorado limited liability company, its general partner

By: El Centro Pueblo Development Corporation, Inc.,
a Colorado non-profit corporation, its sole member

By: _____
Steven L. Trujillo, Secretary/Treasurer

STATE OF COLORADO)
ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me in _____ County, Colorado, this _____ day of _____, 20__ by _____, as _____, on behalf of Crawford Townhomes, LLLP, A Colorado Limited Liability Limited Partnership.

Witness my hand and official seal.

My commission expires: _____.

[S E A L]

_____
Notary Public

Exhibit A
To
Deed of Trust

LEGAL DESCRIPTION

(2) TWO PARCELS OF LAND BEING A PORTION OF *HOUSING SUBDIVISION* RECORDED ON MAY 24, 1952 IN THE OFFICE OF THE CLERK AND RECORDER OF THE COUNTY OF PUEBLO UNDER RECEPTION NUMBER 913457 (BOOK 16, PAGE 3), A PORTION OF LOT 13, BLOCK 23 OF *UPLANDS PARK* RECORDED ON FEBRUARY 19, 1886 IN SAID RECORDS IN BOOK 2B AT PAGES 33-34 AND A PORTION OF *UPLANDS TOWNHOMES FILING NO. 2* RECORDED ON DECEMBER 6, 2019 IN SAID RECORDS UNDER RECEPTION NUMBER 2161535; LOCATED IN THE NORTHWEST ONE-QUARTER OF SECTION 11, TOWNSHIP 21 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN; MORE PARTICULARLY DESCRIBED AS FOLLOWS WITH BEARINGS REFERENCED TO THE NORTH LINE OF SAID *HOUSING SUBDIVISION*, MONUMENTED ON THE WEST END BY A FOUND 1-1/2" ALUMINUM TAG STAMPED "MANGINI REEVES INC, PLS 22101" AND ON THE EAST END BY A FOUND 1" YELLOW PLASTIC CAP STAMPED "CARDINAL, PLS 22101" (A 1-FOOT WITNESS CORNER), AND IS ASSUMED TO BEAR NORTH 88°54'18" EAST 1253.48 FEET.

PARCEL 1

COMMENCING AT THE WEST END OF SAID NORTH LINE; SAID POINT BEING ALSO THE NORTHWEST CORNER OF SAID *HOUSING SUBDIVISION* AND A POINT ON THE EAST RIGHT-OF-WAY LINE OF SOUTH PRAIRIE AVENUE; THENCE NORTH 88°54'18" EAST, ON SAID NORTH LINE OF *HOUSING SUBDIVISION*, A DISTANCE OF 381.43 FEET TO THE **POINT OF BEGINNING**;

THENCE CONTINUE NORTH 88°54'18" EAST ON SAID NORTH LINE, A DISTANCE OF 230.44 FEET TO THE NORTHWESTERLY CORNER OF SAID *UPLANDS TOWNHOMES FILING NO. 2*;

THENCE ON THE EXTERIOR OF SAID *UPLANDS TOWNHOMES FILING NO. 2* THE FOLLOWING (4) FOUR COURSES:

1. THENCE SOUTH 01°05'42" EAST, A DISTANCE OF 178.95 FEET;
2. THENCE SOUTH 89°26'28" WEST, A DISTANCE OF 32.02 FEET;
3. THENCE SOUTH 01°06'56" EAST, A DISTANCE OF 60.09 FEET;
4. THENCE SOUTH 44°14'08" WEST, A DISTANCE OF 41.63 FEET TO A 184.06 FOOT RADIUS NON-TANGENT CURVE WHOSE CENTER BEARS NORTH 13°35'26" WEST, BEING ALSO THE NORTHERLY RIGHT-OF-WAY LINE OF TRIBAL NATIONS AVENUE, AS SHOWN ON THE PLAT OF SAID *UPLANDS TOWNHOMES FILING NO. 2*;

THENCE ON SAID EXTERIOR THE FOLLOWING (4) FOUR COURSES:

1. THENCE WESTERLY ON SAID CURVE, THROUGH A CENTRAL ANGLE OF 05°56'58", AN ARC DISTANCE OF 19.11 FEET TO A 28.73 FOOT RADIUS NON-TANGENT CURVE WHOSE CENTER BEARS NORTH 07°32'42" WEST;
2. THENCE WESTERLY ON SAID CURVE, THROUGH A CENTRAL ANGLE OF 51°19'09", AN ARC DISTANCE OF 25.74 FEET;
3. THENCE NORTH 46°13'38" WEST, A DISTANCE OF 64.92 FEET;
4. THENCE SOUTH 43°46'26" WEST, A DISTANCE OF 2.99 FEET TO THE NORTHEASTERLY CORNER OF SITTER PLACE, AS SHOWN ON THE PLAT OF SAID *HOUSING SUBDIVISION*;

THENCE NORTH 46°05'32" WEST ON THE NORTHERLY RIGHT-OF-WAY LINE OF SAID SITTER PLACE, A DISTANCE OF 22.57 FEET;

THENCE NORTH 48°21'35" EAST, A DISTANCE OF 17.11 FEET;

THENCE NORTH 01°06'04" WEST, A DISTANCE OF 47.47 FEET;

THENCE SOUTH 88°53'56" WEST, A DISTANCE OF 76.58 FEET;

THENCE NORTH 00°38'19" WEST, A DISTANCE OF 144.77 FEET TO THE **POINT OF BEGINNING**.

THE ABOVE PARCEL DESCRIPTION CONTAINS A CALCULATED AREA OF 47,937 SQUARE FEET OR (1.10048 ACRES),

MORE OR LESS, AND IS DEPICTED ON THE ATTACHED GRAPHICAL EXHIBIT FOR REFERENCE.

PARCEL 2

COMMENCING AT THE WEST END OF SAID NORTH LINE OF *HOUSING SUBDIVISION*; SAID POINT BEING ALSO THE NORTHWEST CORNER OF SAID *HOUSING SUBDIVISION* AND A POINT ON THE EAST RIGHT-OF-WAY LINE OF SOUTH PRAIRIE AVENUE;

THENCE SOUTH 01°05'45" EAST ON SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 477.95 FEET TO THE **POINT OF BEGINNING**;

THENCE NORTH 88°53'56" EAST, A DISTANCE OF 260.82 FEET;

THENCE NORTH 01°06'02" WEST, A DISTANCE OF 83.87 FEET;

THENCE NORTH 88°54'36" EAST, A DISTANCE OF 178.06 FEET;

THENCE NORTH 00°50'50" WEST, A DISTANCE OF 49.79 FEET;

THENCE NORTH 89°45'13" EAST, A DISTANCE OF 22.78 FEET;

THENCE NORTH 01°06'04" WEST, A DISTANCE OF 46.64 FEET TO THE EXTERIOR OF SAID *UPLANDS TOWNHOMES FILING NO. 2*, BEING ALSO THE SOUTHERLY RIGHT-OF-WAY LINE OF SITTER PLACE, AS SHOWN ON THE PLAT OF SAID *UPLANDS TOWNHOMES FILING NO. 2;*

THENCE ON SAID EXTERIOR, SAID SOUTHERLY RIGHT-OF-WAY LINE, AND THE SOUTHERLY RIGHT-OF-WAY LINE OF TRIBAL NATIONS AVENUE, AS SHOWN ON THE PLAT OF SAID *UPLANDS TOWNHOMES FILING NO. 2*, THE FOLLOWING (2) TWO COURSES:

1. THENCE SOUTH 46°13'38" EAST, A DISTANCE OF 15.21 FEET TO A 72.76 FOOT RADIUS NON-TANGENT CURVE WHOSE CENTER BEARS NORTH 43°46'21" EAST;
2. THENCE SOUTHEASTERLY ON SAID CURVE, THROUGH A CENTRAL ANGLE OF 15°53'10", AN ARC DISTANCE OF 20.17 FEET TO A 75.64 FOOT RADIUS NON-TANGENT CURVE WHOSE CENTER BEARS NORTH 27°59'04" EAST;

THENCE CONTINUE ON SAID SOUTHERLY RIGHT-OF-WAY LINE OF TRIBAL NATIONS AVENUE THE FOLLOWING (7) SEVEN COURSES:

1. THENCE EASTERLY ON SAID CURVE, THROUGH A CENTRAL ANGLE OF 23°09'13", AN ARC DISTANCE OF 30.57 FEET TO A 300.00 FOOT RADIUS REVERSE CURVE;
2. THENCE EASTERLY ON SAID REVERSE CURVE, THROUGH A CENTRAL ANGLE OF 10°01'39", AN ARC DISTANCE OF 52.50 FEET TO A 39.00 FOOT RADIUS COMPOUND CURVE;
3. THENCE SOUTHEASTERLY ON SAID CURVE, THROUGH A CENTRAL ANGLE OF 25°37'02", AN ARC DISTANCE OF 17.44 FEET TO A 63.17 FOOT RADIUS REVERSE CURVE;
4. THENCE EASTERLY ON SAID REVERSE CURVE, THROUGH A CENTRAL ANGLE OF 83°11'16", AN ARC DISTANCE OF 91.72 FEET TO A 38.83 FOOT RADIUS REVERSE CURVE;
5. THENCE NORTHEASTERLY ON SAID REVERSE CURVE, THROUGH A CENTRAL ANGLE OF 25°31'58", AN ARC DISTANCE OF 17.30 FEET TO A 301.18 FOOT RADIUS COMPOUND CURVE;
6. THENCE EASTERLY ON SAID CURVE, THROUGH A CENTRAL ANGLE OF 08°14'17", AN ARC DISTANCE OF 43.30 FEET;
7. THENCE NORTH 88°54'27" EAST, A DISTANCE OF 527.92 FEET TO THE EXTERIOR OF SAID *UPLANDS TOWNHOMES FILING NO. 2*, BEING ALSO THE WESTERLY RIGHT-OF-WAY LINE OF ACERO AVENUE;

THENCE SOUTH 01°05'33" EAST ON SAID EXTERIOR AND SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 31.69 FEET TO THE SOUTHEASTERLY CORNER OF SAID *UPLANDS TOWNHOMES FILING NO. 2*, BEING ALSO THE NORTHEASTERLY CORNER OF SAID LOT 13, BLOCK 23 OF *UPLANDS PARK*;

THENCE CONTINUE SOUTH 01°05'33" EAST ON SAID EXTERIOR AND SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 297.23 FEET TO THE SOUTHEASTERLY CORNER OF SAID LOT 13, BLOCK 23 OF *UPLANDS PARK*, BEING

ALSO THE INTERSECTION OF SAID WESTERLY RIGHT-OF-WAY LINE WITH THE NORTHERLY RIGHT-OF-WAY LINE OF SPRAGUE AVENUE;

THENCE SOUTH 88°54'57" WEST ON SAID EXTERIOR AND SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 626.63 FEET TO THE SOUTHWEST CORNER OF SAID LOT 13, BLOCK 23 OF *UPLANDS PARK* AND THE SOUTHEAST CORNER OF BLOCK 3 OF SAID *HOUSING SUBDIVISION*;

THENCE CONTINUE SOUTH 88°54'57" WEST ON THE EXTERIOR OF SAID *HOUSING SUBDIVISION* AND SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 626.81 FEET THE SOUTHWEST CORNER OF SAID *HOUSING SUBDIVISION*, BEING ALSO THE INTERSECTION OF SAID NORTH RIGHT-OF-WAY LINE WITH SAID EAST RIGHT-OF-WAY LINE OF SOUTH PRAIRIE AVENUE;

THENCE NORTH 01°05'45" WEST ON SAID EXTERIOR AND SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 181.65 FEET TO THE **POINT OF BEGINNING**.

THE ABOVE PARCEL DESCRIPTION CONTAINS A CALCULATED AREA OF 359,855 SQUARE FEET OR (8.26114 ACRES), MORE OR LESS, AND IS DEPICTED ON THE ATTACHED GRAPHICAL EXHIBIT FOR REFERENCE.

THE OVERALL PARCEL DESCRIPTION CONTAINS A CALCULATED AREA OF 407,792 SQUARE FEET OR (9.36162 ACRES), MORE OR LESS, AND IS DEPICTED ON THE ATTACHED GRAPHICAL EXHIBIT FOR REFERENCE.

EXHIBIT B
TO
DEED OF TRUST

TITLE EXCEPTIONS

EXHIBIT C
TO
DEED OF TRUST

RAD RIDER

This RAD Rider to Loan Documents (the "**Rider**") modifies the Deed of Trust (HOME) (the "**Deed of Trust**") and any documents executed in connection therewith entered into between the City of Pueblo, a municipal corporation ("**Lender**") and Crawford Townhomes, LLLP, a Colorado limited liability limited partnership ("**Borrower**"), in connection with a loan by Lender to Borrower (the "**Loan**") to be used in financing five (5) units of affordable housing in a 49-unit affordable housing rental development of which 49 of the units are RAD (defined below) units known as Crawford Townhomes (the "**Project**") on the property described in Exhibit A to the Deed of Trust (the "**Property**").

WHEREAS, the Loan is evidenced and/or secured by the following documents and agreements (collectively with all other agreements, instruments and documents now or hereafter executed in connection with the Loan, all as may be amended, supplemented or replaced from time to time in accordance with the terms thereof, the "**Subordinate Documents**"):

A. This Deed of Trust by and between Borrower and the Public Trustee of the County of Pueblo, Colorado for the benefit of Lender;
B. City Promissory Note securing this Deed of Trust; and,
C. City of Pueblo Affordable Housing Development Agreement by and between the City of Pueblo, a Municipal Corporation, and Crawford Townhomes, LLLP, a Colorado limited liability limited partnership; and

WHEREAS, the U.S. Department of Housing and Urban Development ("**HUD**") has authorized, as part of the Project, the conversion of public housing to Section 8 assistance under the Rental Assistance Demonstration ("**RAD**") program, pursuant to Public Law 112-55, as amended; and

WHEREAS, the Project will be assisted by funding provided pursuant to the RAD program, thereby subjecting the Project to requirements contained in that certain RAD Conversion Commitment (Form HUD-52624) ("**RCC**"), executed by HUD, Borrower and Lender with respect to conversion of public housing units to RAD units; and

WHEREAS, as a condition of the RAD conversion, Borrower executed a Rental Assistance Demonstration Use Agreement dated and recorded as of substantially even date herewith (the "**RAD Use Agreement**") for the benefit of HUD; and

WHEREAS, HUD requires as a condition of the RAD conversion that Lender and Borrower agree to subordinate the Subordinate Documents to the RAD Use Agreement.

NOW THEREFORE, let it be known to all interested parties, that for good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned do hereby agree:

1. So long as the RAD Use Agreement, and all extensions thereto, is in effect, the Subordinate Documents shall unconditionally be and remain at all times subject in all respects to the Program Requirements (as defined in Section 1 of that certain RCC) and subordinate to the RAD Use Agreement.

2. Subordination to the RAD Use Agreement shall extend to and continue in effect with respect to any future amendment, extension, renewal, or any other modification of the RAD Use Agreement or the Subordinate Documents.

3. In the event of a conflict between a Subordinate Document and the RAD Use Agreement, the RAD Use Agreement shall control.

4. The following amendments to the Subordinate Documents require the prior written consent of HUD: (i) any amendment to any HUD-required provisions in the Subordinate Documents, (ii) an increase in the interest rate of the Loan, (iii) an increase of the total indebtedness of the Loan, (iv) an acceleration of the amortization or payment schedule of the Loan, and (v) any changes that would preclude or impair a reasonable opportunity to cure any defaults by Borrower under the Subordinate Documents.

5. Subordination to the RAD Use Agreement is intended to survive any bankruptcy and foreclosure filed by Borrower.

6. This Rider may be signed in counterparts.

7. The invalidity, in whole or in part, of any of the provisions set forth in this Rider, shall not affect or invalidate any remaining provisions.

8. This Rider and every covenant hereof shall be binding upon Lender and Borrower and their respective successors and assigns. This Rider shall not be modified or amended except by a written instrument executed by all parties hereto and approved in writing by HUD.

IN WITNESS WHEREOF, the Borrower and Lender have duly executed and delivered this Rider contemporaneous with the Loan Documents.

BORROWER:

CRAWFORD TOWNHOMES, LLLP, a Colorado limited liability limited partnership

By: Crawford MM, LLC,
a Colorado limited liability company, its general partner

By: El Centro Pueblo Development Corporation, Inc.,
a Colorado non-profit corporation, its sole member

By: _____
Steven L. Trujillo, Secretary/Treasurer

Date: _____

LENDER:

CITY OF PUEBLO, a municipal corporation

By: _____
Nicholas A. Gradisar, Mayor

Date: _____

PROMISSORY NOTE

Principal Amount: U.S. $500,000.00 Date of Note: July __, 2022

FOR VALUE RECEIVED, the undersigned Crawford Townhomes, LLLP, a Colorado limited liability limited partnership, hereinafter referred to as "Borrower", and its successors in interest, promises to pay to the City of Pueblo, a Municipal Corporation, or order, hereinafter referred to as the "Note Holder," the sum of Five Hundred Thousand and No/100ths ($500,000.00) U.S. Dollars and interest on the principal balance outstanding from the date hereof until paid, at the rate of zero percent (0%) per annum, provided payment is made in accordance herewith, and payable at the Note Holder's office at 1 City Hall Place, Pueblo, Colorado, 81003, or such other place as Note Holder may designate. A minimum annual payment of Five Hundred U.S. Dollars ($500.00) per year shall be due and payable by January 15, 2024 and each year thereafter for (20) years. Additional payments made during the term are encouraged (but not required) and shall be credited to the outstanding balance of the loan. However, such additional payments are subject to a limitation equal to one hundred percent (100%) of the net cash flow from the Project, with any payments or portion of payments that cannot be paid due to such limitation to be made at the time of the next available net cash flow. As used herein, "net cash flow from the Project" means, with respect to any fiscal year or applicable period, (a) all cash receipts of Crawford Townhomes, LLLP, its successors and assigns (collectively the "Partnership") from operations (excluding proceeds from Capital Transactions, Capital Contributions and the proceeds of any loan), subsidy payments, or rental interruption insurance recoveries received by the Partnership during such period, plus (b) any interest or like earnings of the Partnership and any amounts which the General Partners release upon approval of the Investor Limited Partner as being no longer necessary to hold as part of such reserve, less: (i) cash funds used to pay Project Expenses of the Partnership during the period, including any fees and expenses paid to the Partners, (ii) all cash payments during such period to discharge Partnership indebtedness, and (iii) any amounts added to Partnership reserves (other than the Operating Reserves) during such period. If not sooner paid or accelerated as herein provided, the entire principal amount of Five Hundred Thousand and No/100ths ($500,000.00) U.S. Dollars outstanding, less payments, and accrued interest thereon, shall be due upon the end of the twenty (20) year period of affordability pursuant to the Agreement (as defined below). The period of affordability is estimated to conclude on January 15, 2044. Any such payments of net cash flow shall be made in accordance with, at the times set forth in, and the priority set forth in the Amended and Restated Agreement of Limited Partnership of Borrower dated as of July 1, 2022, attached hereto as Exhibit B, where said priority may not be amended without Note Holder's prior written consent.

The Loan evidenced by this Note is being made to finance a residential housing project (hereinafter referred to as the "Project") in accordance with the Affordable Housing Development Loan Agreement between Borrower and Note Holder dated of even date herewith (hereinafter referred to as the "Agreement"). This Note and all principal and interest payable hereunder are secured by a Deed of Trust of even date herewith upon real property, upon which the Project is located or to be located, and all improvements thereon, situated in the County of Pueblo, State of Colorado (hereinafter referred to as the "Property") and described more particularly as:

See Exhibit A

The terms, conditions, covenants, provisions, stipulations, and agreements of said Deed of Trust and said Agreement are hereby made a part of this Note by reference in the same manner and with the same effect as if they were fully set forth herein, and the Borrower hereby covenants and promises to abide by and comply with each and every covenant and condition set forth in this Note, the Deed of Trust, and the Agreement.

The Borrower reserves the right to prepay all or any part of the principal owing on this Note at any time or times prior to maturity without notice and payment of any premium or penalty.

Upon the occurrence of any of the following events, the entire principal amount of Five Hundred Thousand and No/100ths ($500,000.00) U.S. Dollars, or the unpaid principal thereof, together with all accrued interest thereon, shall, at the option of the Note Holder, upon 20 days written notice to Borrower by certified mail or commercial express courier, unless cured within said 20 days, where Note Holder may require specific performance, become at once due and payable and shall accrue interest at the default rate of four percent (4%) per annum thereafter until paid in full, and no failure by the Note Holder to exercise such option shall be deemed or construed as a waiver of the right or as a waiver of the right to exercise the same in the event of any subsequent default or breach:

1. Any default in the payment when due, or any part of the principal or interest hereunder.

2. Any breach or failure of the Borrower to perform within the allotted time any term or condition of the Agreement, the Deed of Trust, or any other instrument securing to the Note Holder payment or performance of any obligation of the Borrower.

3. If the Borrower shall be involved in financial difficulties as evidenced: (i) by an admission in writing of the Borrower's inability to pay its debts generally as they become due; (ii) by filing a petition in bankruptcy or for the adoption of an arrangement under the federal Bankruptcy Code (as now or in the future amended) or an admission seeking the relief therein provided; (iii) by making an assignment for the benefit of creditors; (iv) by consenting to the appointment of a receiver or trustee for all or a substantial part of the Borrower's assets or to the filing of a petition against the Borrower under said Bankruptcy Code; (v) by being adjudicated as bankrupt; (vi) by the entry of a court order appointing a receiver or trustee for all or a substantial part of the assets of the Borrower or approving as filed in good faith a petition filed against the Borrower under said Bankruptcy Code; (vii) by the assumption of custody or sequestration by a court of competent jurisdiction of all or substantially all of the assets of the Borrower; (viii) by an attachment for an amount in excess of $25,000 on any substantial part of the assets of the Borrower which shall not be discharged within thirty (30) days from the making thereof; or (ix) by a judgment or decree for the payment of money in excess of $25,000 being entered against the Borrower, or if an attachment, execution or levy is made upon

any of the Borrower's assets and the judgment, execution or levy, as the case may be, is not discharged or stayed within thirty (30) days from the date of the judgment, attachment, execution or levy as the case may be.

4. If the Borrower shall have made any misrepresentation of a material nature in its application for the Loan, or in any document furnished by it to the Note Holder relative to the Project.

5. If there is pending or threatened litigation with respect to the Loan or the performance by the Borrower of any of its duties or obligations hereunder.

6. If the Project cannot proceed because of inability to continue land option or secure zoning or due to any action by any branch of government which impairs use of the Property herein described for proposed Project purposes.

7. If the Note Holder determines that the Borrower has abandoned or discontinued the initiation, construction, rehabilitation or completion of the Project.

8. Any breach of the affordability requirements detailed in the Agreement, Deed of Trust, or as otherwise may be required pursuant to 24 C.F.R. Part 92. In the event the Borrower should sell or voluntarily transfer title to the Project, the Property, or other real property or improvements constructed or improved with funds provided pursuant to the Agreement, within 20 years after substantial completion of the Project or said improvements, the entire indebtedness under this Note shall immediately become due and payable and shall be collected and repaid to Note Holder.

RIGHT TO CURE: Note Holder shall use best efforts to provide a courtesy copy of all notices sent to Borrower hereunder to RBC Community Investments, LLC, Attention: President and General Counsel, 600 Superior Avenue, Suite 2300, Cleveland, Ohio 44114, and Applegate & Thorne-Thomsen, P.C., Attention: Bennett P. Applegate, Esq., 425 S. Financial Place, Suite 1900, Chicago, Illinois 60605. Any failure to deliver such courtesy copy shall not be deemed a failure to provide notice to the Borrower. Notwithstanding anything to the contrary contained in this Note, Borrower’s Investor Partner and/or Special Limited Partner shall have the right, but not the obligation, to cure defaults of Borrower.

The Borrower, and any and all endorsers, sureties, guarantors and assumers hereof, hereby jointly and severally waive presentment, protest, notices of dishonor and of protest, and all defenses whatsoever on the ground of any extension(s) of the time of payment or of the due dates of this Note, in whole or in part, before or after maturity, with or without notice, it being further agreed by the Borrower and all such parties that they will pay all collection expense, court costs, and reasonable attorneys' fees which may be incurred in the collection or enforcement of this Note or any part hereof.

The loan evidenced by this Note is a recourse obligation of Borrower.

This instrument shall be governed by the laws of the State of Colorado and any dispute regarding its terms and conditions shall be resolved in the District Courts of the State of Colorado.

Executed and delivered this _____ day of _____, 2022.

BORROWER:

CRAWFORD TOWNHOMES, LLLP, a Colorado limited liability limited partnership

By: Crawford MM, LLC,
a Colorado limited liability company, its general partner

By: El Centro Pueblo Development Corporation, Inc., a Colorado non-profit corporation, its sole member

By: _____
Steven L. Trujillo, Secretary/Treasurer

Exhibit A
To
Promissory Note

LEGAL DESCRIPTION

(2) TWO PARCELS OF LAND BEING A PORTION OF *HOUSING SUBDIVISION* RECORDED ON MAY 24, 1952 IN THE OFFICE OF THE CLERK AND RECORDER OF THE COUNTY OF PUEBLO UNDER RECEPTION NUMBER 913457 (BOOK 16, PAGE 3), A PORTION OF LOT 13, BLOCK 23 OF *UPLANDS PARK* RECORDED ON FEBRUARY 19, 1886 IN SAID RECORDS IN BOOK 2B AT PAGES 33-34 AND A PORTION OF *UPLANDS TOWNHOMES FILING NO. 2* RECORDED ON DECEMBER 6, 2019 IN SAID RECORDS UNDER RECEPTION NUMBER 2161535; LOCATED IN THE NORTHWEST ONE-QUARTER OF SECTION 11, TOWNSHIP 21 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN; MORE PARTICULARLY DESCRIBED AS FOLLOWS WITH BEARINGS REFERENCED TO THE NORTH LINE OF SAID *HOUSING SUBDIVISION*, MONUMENTED ON THE WEST END BY A FOUND 1-1/2" ALUMINUM TAG STAMPED "MANGINI REEVES INC, PLS 22101" AND ON THE EAST END BY A FOUND 1" YELLOW PLASTIC CAP STAMPED "CARDINAL, PLS 22101" (A 1-FOOT WITNESS CORNER), AND IS ASSUMED TO BEAR NORTH 88°54'18" EAST 1253.48 FEET.

PARCEL 1

COMMENCING AT THE WEST END OF SAID NORTH LINE; SAID POINT BEING ALSO THE NORTHWEST CORNER OF SAID *HOUSING SUBDIVISION* AND A POINT ON THE EAST RIGHT-OF-WAY LINE OF SOUTH PRAIRIE AVENUE; THENCE NORTH 88°54'18" EAST, ON SAID NORTH LINE OF *HOUSING SUBDIVISION*, A DISTANCE OF 381.43 FEET TO THE **POINT OF BEGINNING**;

THENCE CONTINUE NORTH 88°54'18" EAST ON SAID NORTH LINE, A DISTANCE OF 230.44 FEET TO THE NORTHWESTERLY CORNER OF SAID *UPLANDS TOWNHOMES FILING NO. 2*;

THENCE ON THE EXTERIOR OF SAID *UPLANDS TOWNHOMES FILING NO. 2* THE FOLLOWING (4) FOUR COURSES:

1. THENCE SOUTH 01°05'42" EAST, A DISTANCE OF 178.95 FEET;
2. THENCE SOUTH 89°26'28" WEST, A DISTANCE OF 32.02 FEET;
3. THENCE SOUTH 01°06'56" EAST, A DISTANCE OF 60.09 FEET;
4. THENCE SOUTH 44°14'08" WEST, A DISTANCE OF 41.63 FEET TO A 184.06 FOOT RADIUS NON-TANGENT CURVE WHOSE CENTER BEARS NORTH 13°35'26" WEST, BEING ALSO THE NORTHERLY RIGHT-OF-WAY LINE OF TRIBAL NATIONS AVENUE, AS SHOWN ON THE PLAT OF SAID *UPLANDS TOWNHOMES FILING NO. 2*;

THENCE ON SAID EXTERIOR THE FOLLOWING (4) FOUR COURSES:

1. THENCE WESTERLY ON SAID CURVE, THROUGH A CENTRAL ANGLE OF 05°56'58", AN ARC DISTANCE OF 19.11 FEET TO A 28.73 FOOT RADIUS NON-TANGENT CURVE WHOSE CENTER BEARS NORTH 07°32'42" WEST;
2. THENCE WESTERLY ON SAID CURVE, THROUGH A CENTRAL ANGLE OF 51°19'09", AN ARC DISTANCE OF 25.74 FEET;
3. THENCE NORTH 46°13'38" WEST, A DISTANCE OF 64.92 FEET;
4. THENCE SOUTH 43°46'26" WEST, A DISTANCE OF 2.99 FEET TO THE NORTHEASTERLY CORNER OF SITTER PLACE, AS SHOWN ON THE PLAT OF SAID *HOUSING SUBDIVISION*;

THENCE NORTH 46°05'32" WEST ON THE NORTHERLY RIGHT-OF-WAY LINE OF SAID SITTER PLACE, A DISTANCE OF 22.57 FEET;

THENCE NORTH 48°21'35" EAST, A DISTANCE OF 17.11 FEET;

THENCE NORTH 01°06'04" WEST, A DISTANCE OF 47.47 FEET;

THENCE SOUTH 88°53'56" WEST, A DISTANCE OF 76.58 FEET;

THENCE NORTH 00°38'19" WEST, A DISTANCE OF 144.77 FEET TO THE **POINT OF BEGINNING**.

THE ABOVE PARCEL DESCRIPTION CONTAINS A CALCULATED AREA OF 47,937 SQUARE FEET OR (1.10048 ACRES), MORE OR LESS, AND IS DEPICTED ON THE ATTACHED GRAPHICAL EXHIBIT FOR REFERENCE.

PARCEL 2

COMMENCING AT THE WEST END OF SAID NORTH LINE OF *HOUSING SUBDIVISION*; SAID POINT BEING ALSO THE NORTHWEST CORNER OF SAID *HOUSING SUBDIVISION* AND A POINT ON THE EAST RIGHT-OF-WAY LINE OF SOUTH PRAIRIE AVENUE;

THENCE SOUTH 01°05'45" EAST ON SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 477.95 FEET TO THE **POINT OF BEGINNING**;

THENCE NORTH 88°53'56" EAST, A DISTANCE OF 260.82 FEET;

THENCE NORTH 01°06'02" WEST, A DISTANCE OF 83.87 FEET;

THENCE NORTH 88°54'36" EAST, A DISTANCE OF 178.06 FEET;

THENCE NORTH 00°50'50" WEST, A DISTANCE OF 49.79 FEET;

THENCE NORTH 89°45'13" EAST, A DISTANCE OF 22.78 FEET;

THENCE NORTH 01°06'04" WEST, A DISTANCE OF 46.64 FEET TO THE EXTERIOR OF SAID *UPLANDS TOWNHOMES FILING NO. 2*, BEING ALSO THE SOUTHERLY RIGHT-OF-WAY LINE OF SITTER PLACE, AS SHOWN ON THE PLAT OF SAID *UPLANDS TOWNHOMES FILING NO. 2;*

THENCE ON SAID EXTERIOR, SAID SOUTHERLY RIGHT-OF-WAY LINE, AND THE SOUTHERLY RIGHT-OF-WAY LINE OF TRIBAL NATIONS AVENUE, AS SHOWN ON THE PLAT OF SAID *UPLANDS TOWNHOMES FILING NO. 2*, THE FOLLOWING (2) TWO COURSES:

1. THENCE SOUTH 46°13'38" EAST, A DISTANCE OF 15.21 FEET TO A 72.76 FOOT RADIUS NON-TANGENT CURVE WHOSE CENTER BEARS NORTH 43°46'21" EAST;
2. THENCE SOUTHEASTERLY ON SAID CURVE, THROUGH A CENTRAL ANGLE OF 15°53'10", AN ARC DISTANCE OF 20.17 FEET TO A 75.64 FOOT RADIUS NON-TANGENT CURVE WHOSE CENTER BEARS NORTH 27°59'04" EAST;

THENCE CONTINUE ON SAID SOUTHERLY RIGHT-OF-WAY LINE OF TRIBAL NATIONS AVENUE THE FOLLOWING (7) SEVEN COURSES:

1. THENCE EASTERLY ON SAID CURVE, THROUGH A CENTRAL ANGLE OF 23°09'13", AN ARC DISTANCE OF 30.57 FEET TO A 300.00 FOOT RADIUS REVERSE CURVE;
2. THENCE EASTERLY ON SAID REVERSE CURVE, THROUGH A CENTRAL ANGLE OF 10°01'39", AN ARC DISTANCE OF 52.50 FEET TO A 39.00 FOOT RADIUS COMPOUND CURVE;
3. THENCE SOUTHEASTERLY ON SAID CURVE, THROUGH A CENTRAL ANGLE OF 25°37'02", AN ARC DISTANCE OF 17.44 FEET TO A 63.17 FOOT RADIUS REVERSE CURVE;
4. THENCE EASTERLY ON SAID REVERSE CURVE, THROUGH A CENTRAL ANGLE OF 83°11'16", AN ARC DISTANCE OF 91.72 FEET TO A 38.83 FOOT RADIUS REVERSE CURVE;
5. THENCE NORTHEASTERLY ON SAID REVERSE CURVE, THROUGH A CENTRAL ANGLE OF 25°31'58", AN ARC DISTANCE OF 17.30 FEET TO A 301.18 FOOT RADIUS COMPOUND CURVE;
6. THENCE EASTERLY ON SAID CURVE, THROUGH A CENTRAL ANGLE OF 08°14'17", AN ARC DISTANCE OF 43.30 FEET;
7. THENCE NORTH 88°54'27" EAST, A DISTANCE OF 527.92 FEET TO THE EXTERIOR OF SAID *UPLANDS TOWNHOMES FILING NO. 2*, BEING ALSO THE WESTERLY RIGHT-OF-WAY LINE OF ACERO AVENUE;

THENCE SOUTH 01°05'33" EAST ON SAID EXTERIOR AND SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 31.69 FEET TO THE SOUTHEASTERLY CORNER OF SAID *UPLANDS TOWNHOMES FILING NO. 2*, BEING ALSO THE NORTHEASTERLY CORNER OF SAID LOT 13, BLOCK 23 OF *UPLANDS PARK*;

THENCE CONTINUE SOUTH 01°05'33" EAST ON SAID EXTERIOR AND SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 297.23 FEET TO THE SOUTHEASTERLY CORNER OF SAID LOT 13, BLOCK 23 OF *UPLANDS PARK*, BEING ALSO THE INTERSECTION OF SAID WESTERLY RIGHT-OF-WAY LINE WITH THE NORTHERLY RIGHT-OF-WAY LINE OF SPRAGUE AVENUE;

THENCE SOUTH 88°54'57" WEST ON SAID EXTERIOR AND SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 626.63 FEET TO THE SOUTHWEST CORNER OF SAID LOT 13, BLOCK 23 OF *UPLANDS PARK* AND THE SOUTHEAST CORNER OF BLOCK 3 OF SAID *HOUSING SUBDIVISION*;

THENCE CONTINUE SOUTH 88°54'57" WEST ON THE EXTERIOR OF SAID *HOUSING SUBDIVISION* AND SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 626.81 FEET THE SOUTHWEST CORNER OF SAID *HOUSING SUBDIVISION*, BEING ALSO THE INTERSECTION OF SAID NORTH RIGHT-OF-WAY LINE WITH SAID EAST RIGHT-OF-WAY LINE OF SOUTH PRAIRIE AVENUE;

THENCE NORTH 01°05'45" WEST ON SAID EXTERIOR AND SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 181.65 FEET TO THE **POINT OF BEGINNING**.

THE ABOVE PARCEL DESCRIPTION CONTAINS A CALCULATED AREA OF 359,855 SQUARE FEET OR (8.26114 ACRES), MORE OR LESS, AND IS DEPICTED ON THE ATTACHED GRAPHICAL EXHIBIT FOR REFERENCE.

THE OVERALL PARCEL DESCRIPTION CONTAINS A CALCULATED AREA OF 407,792 SQUARE FEET OR (9.36162 ACRES), MORE OR LESS, AND IS DEPICTED ON THE ATTACHED GRAPHICAL EXHIBIT FOR REFERENCE.

Exhibit B
To
Promissory Note
Amended and Restated Agreement of Limited Partnership of Borrower

SUBORDINATION AGREEMENT

THIS SUBORDINATION AGREEMENT (this "**Agreement**") dated July ___, 2022, is by the City of Pueblo, whose address is 1 City Hall Place, Pueblo, Colorado 81003, Attention: Mayor, (the "**Junior Lender**") to and for the benefit of JPMORGAN CHASE BANK, N.A., a national banking association, whose address is 2200 Ross Avenue, Floor 9, Mail Code: TX1-2951, Dallas, Texas 75201, Attention of Olivio C. Ochoa (the "**Senior Lender**").

PRELIMINARY STATEMENTS

A. Pursuant to the City of Pueblo Affordable Housing Development Agreement, the Junior Lender has made or will make a loan (the "**Junior Loan"**) to CRAWFORD TOWNHOMES, LLLP, a Colorado limited liability limited partnership (the "**Borrower**") in the principal amount of $500,000.00, evidenced by that certain subordinate Promissory Note (the "**Junior Note**") in the principal sum of $500,000.00, made by the Borrower and payable to the Junior Lender and secured by that certain subordinate Deed of Trust (the "**Junior Deed of Trust**") to the Pueblo County Public Trustee (the "**Trustee**") to be recorded in the Official Records of Pueblo County, Colorado (the "**Records**"), and covering the real property described in Exhibit "A" attached hereto (collectively with all improvements located thereon, the **"Property")**.

B. Pursuant to a Construction Loan Agreement dated on or about even date herewith (the "**Senior Loan Agreement**"), Senior Lender has made or will make a loan to Borrower to provide for a loan (the "**Senior Loan**") in the amount of $13,850,000.00 to be evidenced by a Promissory Note (the "**Senior Note**") made by the Borrower, payable to the Senior Lender in the maximum principal sum of $13,850,000.00, and shall be secured by a Deed of Trust, Security Agreement, Assignment of Leases and Rents and Fixture Filing dated on or about even date herewith, by the Borrower to the Trustee for the benefit of the Senior Lender (the "**Senior Deed of Trust**", together with all other loan documents pertaining to the Senior Loan, collectively, the "**Senior Loan Documents**"), to be recorded in the Records and covering the Property.

C. It is a condition precedent to the Senior Lender's agreement to enter into the Senior Loan Agreement that the Junior Lender enter into this Agreement.

AGREEMENT

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to induce the Senior Lender to enter into the Senior Loan Agreement, the Junior Lender hereby agrees as follows:

1. Definitions. Capitalized terms used herein and not otherwise defined herein shall have the meanings given such terms in the Senior Deed of Trust. As used herein, the following terms shall have the meanings assigned to them:

"Junior Obligations" means any deed of trust or other mortgage, lien or encumbrance made by the Borrower to and for the benefit of the Junior Lender in connection with the Junior Loan, including, without limitation, the Junior Deed of Trust and any and all security interests, liens or other encumbrances granted in connection with the Junior Loan by the Borrower and in favor of the Junior Lender.

"Senior Obligations" means each and every debt, liability and obligation of every type and description that the Borrower may now or at any time hereafter owe to Senior Lender in connection with the Senior Loan Agreement, the Senior Note, the Senior Deed of Trust, and the Senior Loan Documents, whether such debt, liability or obligation now exists or is hereafter assumed, created or incurred and whether it is or may be direct or indirect, due or to become due, or absolute or contingent.

2. Subordination. All Junior Obligations are hereby expressly subordinated to the extent and in the manner hereinafter set forth to the payment in full of the Senior Obligations relating to the Senior Note and Senior Loan Agreement. The Junior Lender hereby agrees that any security interest that the Junior Lender might now hold in the Property, is fully subordinate to any security interest that the Senior Lender may hold in the Property as provided for in the Senior Loan Documents, subject to federal law and regulations applicable to the federal housing and other programs pursuant to which the loan proceeds were made available to the Junior Lender to make the Junior Loan, including but not limited to Junior Lender's responsibilities under the HOME Investment Partnerships Act (42 U.S.C. 12701 et seq.), the Cranston Gonzales National Affordable Housing Act, and implementing regulations, including but not limited to those at 24 CFR Part 92.

3. Collateral and Security Interest. Until all of the Senior Obligations have been paid in full, or unless expressly required by federal law with respect to the Property applicable to the federal housing and other programs pursuant to which the loan proceeds were made available to the Junior Lender to make the Junior Loan, the Junior Lender shall not demand, receive or accept (i) except for the Junior Deed of Trust and any Uniform Commercial Code Financing Statement, a pledge of any of the Property as security for the Junior Obligations, or (ii) except for the Junior Deed of Trust and any Uniform Commercial Code Financing Statement, a grant of any security interest in any of the Property.

4. (Reserved)

5. Waiver and Consent. The Senior Lender shall have no obligation to the Junior Lender with respect to the Property or the Junior Obligations. The Senior Lender, without the consent of the Junior Lender, may in accordance with the Senior Loan Agreement and the Senior Deed of Trust (a) exercise collection rights, (b) take possession of, sell or dispose of, and otherwise deal with, the Property, (c) in the Senior

Lender's name or in the Borrower's name, demand, sue for, collect or receive any money or property at any time payable or receivable on account of, the Property; (d) prosecute, settle and receive proceeds on any insurance claims relating to the Property, and (e) exercise and enforce any right or remedy available to the Senior Lender with respect to the Property, whether available before or after the occurrence of any default; all without notice to or consent by anyone except as specifically required by law. The Senior Lender may apply the proceeds of the Property in any order the Senior Lender deems appropriate in its sole discretion. Except to the extent Junior Lender is required to enforce specific performance or other remedies to comply with applicable law relating to federal housing and other programs pursuant to which loan proceeds were made available to the Junior Lender for the Junior Loan, until the Senior Loan has been paid and performed in full, the Junior Lender hereby waives any and all right to require the marshalling of assets in connection with the exercise of any of the remedies permitted by agreement.

6. No Action. Except to the extent required to comply with and enforce federal affordability requirements applicable to the federal housing and other programs pursuant to which the loan proceeds were made available to the Junior Lender to make the Junior Loan, or except where Junior Lender obtains Senior Lender's permission pursuant to the following sentence, the Junior Lender will not commence any action or proceeding with respect to the collection of the Junior Note or the Junior Deed of Trust or otherwise against the Borrower, and in no event will take possession of, sell or dispose of, or otherwise deal with, the Property, and will not exercise or enforce any other right or remedy that may be available to the Junior Lender against the Borrower or with respect to the Property upon Borrower's default with respect to the Junior Obligations, without the Senior Lender's prior written consent, which shall not be unreasonably withheld or delayed.

7. Notice of Default to Senior Lender. Any notice given to Borrower by the Junior Lender of any default under the Junior Deed of Trust with respect to the Junior Obligations shall also be given to Senior Lender simultaneously with the sending of the notice to the Borrower. Senior Lender may at its option (but not being obligated therefor) cure any such default.

8. Notice of Default to Junior Lender. Senior Lender shall deliver simultaneously to the Junior Lender a copy of the default notice in each case where Senior Lender has given a default notice ("**Senior Lender Notice of Default**") to the Borrower. The Junior Lender shall have the right, but not the obligation, to cure any default which is the subject of a Senior Lender Notice of Default within the same time, and the same manner, as the Borrower pursuant to the Senior Loan Documents or the Senior Loan Agreement. All amounts paid by the Junior Lender to Senior Lender to cure a default which is the subject of a Senior Lender Notice of Default shall be deemed to have been advanced by the Junior Lender pursuant to, and shall be secured by the lien of, the Junior Deed of Trust.

9. Condemnation or Casualty. In the event of: a taking or threatened taking of

eminent domain of all or a portion of the Property (collectively, a "**Taking**"); or the occurrence of a fire or other casualty resulting in damage to all or a portion of the Property (collectively, a "**Casualty**"), at any time or times when the Senior Deed of Trust remains a lien on the Property, the following provisions shall apply:

(a) Junior Lender hereby agrees that its rights (under the Junior Deed of Trust or otherwise) to participate in any proceeding or action relating to a Taking and/or a Casualty, or to participate or join in any settlement of, or to adjust, any claims resulting from a Taking and/or a Casualty shall be and remain subordinate in all respects to the Senior Lender's (on behalf of Senior Lender or in its own right) rights under the Senior Loan Documents with respect thereto, and Junior Lender shall be bound by any settlement or adjustment of a claim resulting from a Taking or a Casualty made by the Senior Lender; provided, however, this subsection and/or anything contained in this Agreement shall not limit the rights of Junior Lender to file any pleadings, documents, claims or notices with the appropriate court with jurisdiction over the proposed Taking and/or Casualty;

(b) all proceeds received or to be received on account of a Taking and/or a Casualty, or both, shall be applied (either to payment of the costs and expenses of repair and restoration or to payment of the Senior Loan) in the manner determined by the Senior Lender in its sole discretion; provided, however, that if the Senior Lender (for and on behalf of Senior Lender or in its own right) elects to apply such proceeds to payment of the principal of, interest on and other amounts payable under the Senior Loan, any proceeds remaining after the satisfaction in full of the principal of, interest on and other amounts payable under or with respect to the Senior Loan shall be paid to, and may be applied by, Junior Lender; and

(c) Notwithstanding the foregoing, the Senior Lender agrees to use commercially reasonable promptness under the particular circumstances in determining and applying all proceeds received pursuant to this Section 9 and to consult with Junior Lender in determining the application of Taking and/or Casualty proceeds.

10. No Representations or Warranties; No Duty to Preserve or Protect Collateral. Neither the Junior Lender nor the Senior Lender (i) makes any representation or warranty concerning the Property or the validity, perfection or (except as to the subordination effected hereby) priority of any security interest therein, or (ii) shall have any duty to preserve, protect, care for, insure, take possession of, collect, dispose of or otherwise realize upon any of the Property.

11. Binding Effect; Miscellaneous. This Agreement shall be binding upon the Junior Lender and its respective successors and assigns and shall inure to the benefit of the Senior Lender and its participants, successors and assigns, but neither the Borrower nor any other secured party shall be entitled to rely on or enforce this Agreement. The Junior Lender warrants that any purchaser or transferee of, or successor to, any security interest of the Junior Lender in any or all of the Property will be given written notice of the subordination effected hereby, before such purchase, transfer or succession, and that any such purchaser, transferee or successor will be in all respects subject to and bound by this Agreement. This Agreement cannot be waived or changed or ended, except by a writing signed by the party to be bound thereby. This Agreement shall be governed by and construed in accordance with the substantive laws (other than conflict laws) of the State of Colorado. Each party consents to the personal jurisdiction of the state and federal courts located in the State of Colorado in connection with any controversy related to this Agreement, waives any argument that venue in any such forum is not convenient, and agrees that any litigation initiated by either of them in connection with this Agreement shall be venued in either the District Court for the County of Pueblo, Colorado, or the United States District Court, District of Colorado. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument. The Junior Lender waives notice of the Senior Lender's acceptance hereof. **THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED ON OR PERTAINING TO THIS AGREEMENT.**

12. Notice. Any notice required under this Agreement shall be deemed to have been given when mailed by certified mail, return receipt requested, or by overnight express mail or courier service, to the addresses of the Junior Lender or the Senior Lender, as the case may be, set out in the first paragraph of this Agreement.

13. Term. The term of this Agreement shall commence on the date hereof and shall continue until the earliest to occur of the following events: (i) the payment of all principal, interest, and other amounts payable under the Senior Obligations; or (ii) the acquisition by Senior Lender of title to the Property pursuant to a foreclosure, or a deed in lieu of foreclosure, or the exercise of a power of sale contained in the Senior Deed of Trust.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Junior Lender has executed this Agreement as of the date written above.

CITY OF PUEBLO, COLORADO

By:_____
Name: Nicholas A. Gradisar
Title: Mayor

STATE OF COLORADO §
§
COUNTY OF PUEBLO §

This instrument was acknowledged before me on the ___ day of _____, 2022, by Nicholas A. Gradisar, Mayor of the CITY OF PUEBLO, COLORADO, a Municipal Corporation, on behalf of said public body.

_____
NOTARY PUBLIC, State of _____

[Signature page to Subordination Agreement]

JPMORGAN CHASE BANK, N.A.

By:_____
Olivio C. Ochoa,
Authorized Officer

STATE OF _____ §
§
COUNTY OF _____§

This instrument was acknowledged before me on the ___ day of _____, 2022, by Olivio C. Ochoa, Authorized Officer of JPMORGAN CHASE BANK, N.A., a national banking association, on behalf of said banking association.

_____
NOTARY PUBLIC, State of _____

[Signature page to Subordination Agreement]

Acknowledged by Borrower:

CRAWFORD TOWNHOMES, LLLP, a Colorado limited liability limited partnership

By: Crawford MM, LLC, a Colorado limited liability company, its General Partner

By: El Centro Pueblo Development Corporation, Inc., a Colorado non-profit corporation, its sole member

By: _____
Name: _____
Title: _____

STATE OF COLORADO §
§
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2022, by _____, _____ of El Centro Pueblo Development Corporation, a Colorado nonprofit corporation, on behalf of said nonprofit corporation, sole member of Crawford MM, LLC, a Colorado limited liability company, general partner of CRAWFORD TOWNHOMES, LLLP, a Colorado limited liability limited partnership.

_____
Notary Public, State of Colorado

[Signature page to Subordination Agreement]

EXHIBIT A

LAND

CHFA Loan No: _____

After Recording Return To:
Colorado Housing and Finance Authority
1981 Blake Street
Denver, Colorado 80202-1272
Attn: Jocelyn Bailey, Paralegal

SUBORDINATION OF DEED OF TRUST

THIS SUBORDINATION OF DEED OF TRUST (the "**Agreement**") is dated as of _____, 2022, by _____ ("**Borrower**"), the CITY OF PUEBLO, COLORADO, a Municipal Corporation (the "**Subordinate Lender**") and COLORADO HOUSING AND FINANCE AUTHORITY, a body corporate and political subdivision of the State of Colorado (the "**Senior Lender**").

RECITALS:

A. Subordinate Lender made a loan to Borrower in the original principal amount of _____ (the "**Subordinate Loan**"), in connection with the project commonly known as _____ located at _____ in Pueblo, Colorado, as more particularly described on Exhibit A, attached hereto and made a part hereof by this reference (the "**Property**"). The Subordinate Loan is evidenced by that certain Promissory Note dated _____, made by Borrower for the benefit of Subordinate Lender (the "**Subordinate Note**"). The Subordinate Note is secured by that certain Deed of Trust for the benefit of the Subordinate Lender dated _____, recorded on _____, under Reception No. _____(the "**Subordinate Deed of Trust**"), in the real estate records of the Clerk and Recorder of the County of Pueblo, Colorado (the "**Records**"). The Subordinate Note, Subordinate Deed of Trust and all other documents and agreements related to the Subordinate Loan are collectively referred to herein as the "**Subordinate Loan Documents**").

B. Borrower has executed, or is about to execute, a Promissory Note payable to the Senior Lender (the "**Senior Note**") in up to the original principal amount of _____ ($____) (the "**Senior Loan**"). The Senior Note is secured by a Deed of Trust, Security Agreement, Financing Statement, Fixture Filing and Assignment of Rents and Leases, executed by Borrower and recorded in the Records on _____, 2022 at Reception No. _____ (the "**Senior Deed of Trust**"), which encumbers Borrower's interest in the Property. The Senior Note, Senior Deed of Trust and that certain Regulatory Agreement dated _____, 2022 between Senior Lender and Borrower (the "**Senior Regulatory Agreement**"), and all other documents and agreements evidencing, securing and/or executed in connection with the Senior Loan are collectively referred to herein as the "**Senior Loan Documents**").

C. It is a condition precedent to obtaining the Senior Loan, that the Senior Deed of Trust and Senior Regulatory Agreement shall unconditionally be and remain at all times a lien or charge upon the Property prior and superior to the lien or charge of any other lien or encumbrance except the encumbrance of that certain Rental Demonstration Assistance Use Agreement between Borrower and United States Department of Housing and Urban Development dated _____ and recorded _____ at Reception _____ in the Records.

D. The Senior Lender is willing to make the Senior Loan to Borrower provided the Subordinate Lender will specifically and unconditionally subordinate the lien or charge of the Subordinate Deed of Trust to the lien or charge of the Senior Deed of Trust and Senior Regulatory Agreement.

E. It is to the mutual benefit of all parties to this Agreement that the Senior Lender make such loan to Borrower; and Subordinate Lender agrees that the Senior Deed of Trust and Senior Regulatory Agreement, when recorded, will constitute a lien or charge upon the Property, which is unconditionally prior and superior to the lien or charge of the Subordinate Deed of Trust.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties hereto and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce the Senior Lender to make the Senior Loan to Borrower, it is hereby declared, understood and agreed as follows:

1. **Subordination**. The Subordinate Lender hereby represents to Senior Lender that it is the current beneficiary of the Subordinate Deed of Trust and payee of the Subordinate Note, and the Subordinate Lender does hereby agree that the Subordinate Loan, Subordinate Deed of Trust and other Subordinate Loan Documents, and all of the Subordinate Lender's rights thereunder, shall be in all respects subordinate, secondary, inferior and junior to the liens, terms, covenants, conditions, operations, and effects of the Senior Deed of Trust, the Senior Regulatory Agreement, and the other Senior Loan Documents and all extensions, renewals or modifications thereof, all as executed and delivered by Borrower to the Senior Lender as security for the Senior Note. Further, any and all indebtedness under the Subordinate Loan Documents is and will at all times continue to be subject and subordinate in right of payment to the prior payment in full of the Senior Loan.

2. **Subordinate Lender Acknowledgement**. For the purposes of this Agreement, the Subordinate Lender acknowledges and agrees that all disbursement of loan proceeds and other advances made by the Senior Lender pursuant to the Senior Loan Documents shall be conclusively presumed to have been disbursed in accordance therewith and for the purposes therein provided.

3. **Senior Loan Documents Superior**. No amendment of the documents evidencing or relating to the Subordinate Loan shall directly or indirectly modify the provisions of this Agreement in any manner which might terminate or impair the subordination of the Subordinate Loan to the liens, terms, covenants, conditions, operations, and effects of the Senior Loan Documents. At any time and from time to time, without notice to Subordinate Lender, Senior Lender may take such actions with respect to the Senior Loan as Senior Lender, in its sole discretion, may deem appropriate, including, without limitation, terminating advances to Borrower, increasing the principal amount, extending the time of payment, increasing applicable interest rates, renewing, compromising or otherwise amending the terms of any documents affecting the Senior Loan and any Property securing the Senior Loan, and enforcing or failing to enforce any rights against Borrower or any other person. No such action or inaction shall impair or otherwise affect Senior Lender's rights hereunder.

4. **Subordinate Loan Default; Standstill**. The Subordinate Lender hereby agrees that upon the occurrence of a default by the Borrower under the terms of any of the Subordinate Loan Documents, the Subordinate Lender shall provide written notice to the Senior Lender thereof within ten (10) days of such default. Subordinate Lender may not exercise any of its remedies, including any foreclosure action under the Subordinate Loan Documents, until delivery by Senior Lender to Subordinate Lender of Senior Lender's written consent to such remedial action by Subordinate Lender. Subordinate Lender's exercise of any of its remedies will be subject to the provisions of this Agreement. Subordinate Lender acknowledges that the provisions of this Section 4 are fair and reasonable under the circumstances, that Subordinate Lender has received a substantial benefit from Senior Lender having granted its consent to the Subordinate Deed of Trust, and that Senior Lender would not have granted such consent without the inclusion of these provisions in this Agreement.

5. **Subordinate Lender Rights**. Subordinate Lender agrees that it will not: (a) collect, enforce or receive payment upon, by setoff or in any other manner, all or any portion of the Subordinate Loan now or hereafter existing; (b) enforce or foreclose upon the Subordinate Deed of Trust or enforce or apply any other security now or hereafter existing for the Subordinate Loan; (c) commence, prosecute, or participate in any administrative, legal or equitable action against Borrower with respect to the Subordinate Loan; (d) join in any petition for bankruptcy, assignment for the benefit of creditors or creditor's agreement involving the assets of Borrower, or incur any obligation to or receive any loans, advances or gifts from Borrower with respect to the Subordinate Loan. Notwithstanding the foregoing, Borrower may make payments under the Subordinate Loan to Subordinate Lender as long as all payments under the Senior Loan Documents are current and not delinquent or in arrears, and only so long as at the time of such payment: (x) no default under the Senior Loan Documents exists and no event exists which, with the lapse of time or the giving of notice or both, would be an event of default under the Senior Loan Documents of which Subordinate Lender has received notice; and (y) such payment would not result in a violation of any of Borrower's financial covenants set forth in any of the Senior Loan Documents.

6. **Senior Lender Rights**. The Senior Lender shall have no obligation to the Subordinate Lender with respect to the Property or the Senior Loan. The Senior Lender may in accordance with the Senior Deed of Trust (a) exercise collection rights, (b) take possession of, sell or dispose of, and otherwise deal with, the Property, (c) in the Senior Lender's name, the Subordinate Lender's name or in the Borrower's name, demand, sue for, collect or receive any money or property at any time payable or receivable on account of, the Property; (d) prosecute, settle and receive proceeds on any insurance claims relating to the Property, and (e) exercise and enforce any right or remedy available to the Senior Lender with respect to the Property, whether available before or after the occurrence of any default; all without notice to or consent by anyone except as specifically required by law. The Senior Lender may apply the proceeds of the Property in any order the Senior Lender deems appropriate in its sole discretion, except as required by law.

7. **Subordination After Reinstatement of Senior Loan**. The subordination of the Subordinate Loan will continue if any payment under the Senior Loan Documents (whether by or on behalf of Borrower, as proceeds of security or enforcement of any right of set-off or otherwise) is for any reason repaid or returned to Borrower or its insolvent estate, or avoided, set aside or required to be paid to Borrower, a trustee, receiver or other similar party under any bankruptcy,

insolvency, receivership or similar law. In such event, any or all of the Senior Loan originally intended to be satisfied will be deemed to be reinstated and outstanding to the extent of any repayment, return, or other action, as if such payment on account of the Senior Loan had not been made.

8. **Subordinate Lender Representations**. All necessary action on the part of the Subordinate Lender, its officers, directors, partners, members and shareholders, as applicable, necessary for the authorization of this Agreement and the performance of all obligations of the Subordinate Lender hereunder has been taken. This Agreement constitutes the legal, valid and binding obligation of Subordinate Lender, enforceable against Subordinate Lender in accordance with its terms. The execution, delivery and performance of and compliance with this Agreement by Subordinate Lender will not (i) result in any material violation or default of any term of any of the Subordinate Lender's charter, formation or other organizational documents (such as Articles or Certificate of Incorporation, bylaws, partnership agreement, operating agreement, etc.) or (ii) violate any material applicable law, rule or regulation. Subordinate Lender further represents and warrants that each of the following is true as of the date of this Agreement: (i) the Subordinate Loan Documents are now in full force and effect; (ii) the Subordinate Loan Documents have not been modified or amended; (iii) no Subordinate Deed of Trust Default has occurred; (iv) Subordinate Lender is the beneficiary of the Subordinate Loan Documents; and (v) none of the rights of Subordinate Lender under any of the Subordinate Loan Documents are subject to the rights of any third parties, by way of subrogation, indemnification or otherwise.

9. **Confirmation of Subordinate Loan Terms**. Within 10 days after request by Senior Lender, Subordinate Lender will furnish Senior Lender with a statement, duly acknowledged and certified setting forth the then-current amount and terms of the Subordinate Loan, confirming that there exists no default under the Subordinate Loan Documents (or describing any default that does exist), and certifying to such other information with respect to the Subordinate Loan as Senior Lender may request.

10. **Notice**. Any notice which any party hereto may desire or may be required to give to any other party under this Agreement shall be in writing, and shall be deemed to have been given (i) one (1) business day after being delivered to a nationally recognized overnight delivery service, (ii) on the day sent by telecopier or other facsimile transmission, answerback requested, or (iii) on the day delivered personally, in each case, to the parties at the addresses set forth as follows: if to Senior Lender, at the address identified in the Senior Deed of Trust; if to Subordinate Lender, at the address identified in the Subordinate Deed of Trust, if to Borrower, at the address identified in the Senior Deed of Trust.

11. **Further Assurances**. Subordinate Lender hereby agrees to execute such documents and/or take such further action as Senior Lender may at any time or times reasonably request in order to carry out the provisions and intent of this Agreement, including, without limitation, ratifications and confirmations of this Agreement from time to time hereafter, as and when requested by Senior Lender.

12. **Attorney-In-Fact**. The Subordinate Lender hereby appoints the Senior Lender, or any person or entity acting upon the directions of the Senior Lender, as its attorney-in-fact for the

sole and limited purpose of inserting information in this Agreement regarding the date and recording of the Senior Deed of Trust.

13. **Payment of Costs**. Borrower shall pay all costs and expenses, including without limitation, court costs and reasonable attorneys' fees, incurred by Senior Lender in enforcing performance of the obligations of Borrower or in exercising the rights and remedies of Senior Lender hereunder. All such costs and expenses shall be secured by this Agreement and by the Senior Loan Documents. In the event of any court proceedings, court costs and attorneys' fees shall be set by the court and not by jury and shall be included in any judgment obtained by Senior Lender.

14. **Termination**. Upon payment in full of the principal, interest and all other indebtedness evidenced by the Senior Loan Documents, this Agreement shall cease, terminate and be of no further effect; provided, however, that the affidavit, certificate, letter or statement of Senior Lender or any officer, agent or attorney of Senior Lender showing any part of the principal, interest or other indebtedness on the Senior Note being unpaid shall constitute conclusive evidence of the validity, effectiveness, and continuing force of this Agreement and any person may, and is hereby authorized to, rely thereon.

15. **Severability**. If any provision of this Agreement shall be invalid or unenforceable to any extent, the remainder of this Agreement shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

16. **Entire Agreement; Amendment**. This Agreement contains the entire agreement between and among the parties hereto with respect to the subordination of the Subordinate Deed of Trust and the other Subordinate Loan Documents as to the Senior Deed of Trust, the Senior Regulatory Agreement and the Senior Loan Documents. Subordinate Lender is not relying on any representations by Senior Lender or Borrower in entering into this Agreement, and Subordinate Lender has kept and will continue to keep itself fully apprised of the financial and other condition of Borrower. This Agreement may be amended only by written instrument signed by Senior Lender and Subordinate Lender.

17. **Inurement; No Third-Party Beneficiaries**. This Agreement and each and every covenant, agreement and other provisions hereof shall be binding upon the parties hereto and their respective successors and assigns. This Agreement shall remain effective until terminated in writing by Senior Lender. This Agreement is solely for the benefit of Subordinate Lender and Senior Lender and not for the benefit of Borrower or any other party.

18. **Governing Law**. This Agreement is made and executed under and in all respects will be governed and construed by the laws of the State of Colorado.

19. **Remedies**. Each party to this Agreement acknowledges that if any party fails to comply with its obligations under this Agreement, the other parties will have all rights available at law and in equity, including the right to obtain specific performance of the obligations of such defaulting party and injunctive relief.

20. **Counterparts**. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which, when taken together, shall be deemed one and the same instrument.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first written.

SUBORDINATE LENDER:

CITY OF PUEBLO, COLORADO, a Municipal Corporation

By:_____
Name:_____
Title:_____

STATE OF COLORADO)
) ss.
_____ COUNTY)

The foregoing instrument was acknowledged before me on _____, 2022 by _____ as _____ of the City of Pueblo, Colorado, a Municipal Corporation.

Witness my hand and official seal.

(S E A L)

_____
Notary Public

My commission expires: _____

BORROWER:

_____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____, 2022, by _____, as _____ of _____.

Witness my hand and official seal.

My Commission expires: _____

(SEAL)

_____
Notary Public

SENIOR LENDER:

COLORADO HOUSING AND FINANCE AUTHORITY, a body corporate and political subdivision of the State of Colorado

By: _____
Jaime G. Gomez, Deputy Executive Director and Chief Operating Officer

STATE OF COLORADO)
) ss.
CITY AND COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this ___ day of _____, 2022, by Jaime G. Gomez, as Deputy Executive Director and Chief Operating Officer of Colorado Housing and Finance Authority, a body corporate and political subdivision of the State of Colorado.

Witness my hand and official seal.

(S E A L)

_____
Notary Public

My commission expires: _____

EXHIBIT A

LEGAL DESCRIPTION

Record and Return to:

Colorado Housing and Finance Authority
1981 Blake Street
Denver, CO 80202
Attention: Legal Operations

LOW-INCOME HOUSING TAX CREDIT
LAND USE RESTRICTION AGREEMENT

THIS LAND USE RESTRICTION AGREEMENT (this "**Agreement**"), dated as of _____, 2022, is by and between _____, a Colorado _____, and its successors and assigns (the "**Owner**"), and the Colorado Housing and Finance Authority, a body corporate and political subdivision of the State of Colorado (the "**Authority**").

RECITALS:

A. The Authority was designated by the Governor of the State of Colorado (the "**State**") as the housing credit agency for the State for the allocation of low-income housing tax credits under Section 42 of the Internal Revenue Code of 1986, as amended (the "**Code**"), and the Treasury Regulations thereunder (the "**Regulations**").

B. The Owner applied to the Authority for an allocation of [4%][9%] federal low-income housing tax credits to the Project (the "**Federal Credits**").

C. The Owner is the owner of a _____ (____) unit rental housing development located on lands in the City of _____**,** County of _____, State of Colorado, as legally described in Exhibit A hereto commonly known as _____ (the "**Project**").

D. In connection with its Application (defined below) the Owner made certain representations to the Authority about the Project, including representations as to the number of Tax Credit Units (defined below) and the term of occupancy restrictions, upon which representations the Authority relied on in considering the Application for a reservation and allocation of Federal Credits.

E. The Code requires the Owner to execute and deliver this Agreement and that it be recorded in the official land records of the county in which the Project is located to create covenants running with the land for the purpose of enforcing the Code and Regulations; and certain additional undertakings of the Owner in connection with its Application by regulating and restricting the use and occupancy of the Project as set forth herein.

F. The Authority is unwilling to allocate Federal Credits to the Project unless the Owner enters into this Agreement, and consents to being regulated by the Authority so that the Authority may enforce the occupancy restrictions and other covenants, and terms and conditions of this Agreement in accordance with the Code and the Regulations.

G. The Owner, under this Agreement, intends, declares and covenants that the regulatory and restrictive covenants set forth herein governing the use, occupancy and transfer of the Project shall be and are covenants running with the Project land for the Term (defined below) and binding upon all subsequent owners of the Project for such Term.

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth, and of other valuable consideration, the Owner and the Authority agree as follows:

1. Incorporation of Recitals. The recitals above are incorporated in and made a part of this Agreement.

2. Definitions. Unless otherwise expressly provided herein or unless the context clearly requires otherwise, the terms defined above shall have the meanings set forth above and the following terms shall have the respective meanings set forth below for the purposes hereof, and all words and phrases defined in Section 42 of the Code shall have the same meanings in this Agreement:

(a) "**AMI**" means Area Median Gross Income, as defined below.

(b) "**Applicable Fraction**" means the applicable fraction as defined in Section 42(c)(1)(B) of the Code.

(c) "**Application**" means the application submitted to the Authority by the Owner for a reservation, initial determination, or allocation of Federal Credits for the Project. The Application includes all materials provided to the Authority, as required by the applicable checklist, and any additional materials provided to the Authority that are reviewed as part of the application process.

(d) "**Area Median Gross Income**" means the median gross income of the area in which the Project is located as determined by the Secretary for purposes of Section 42 of the Code, including adjustments for family size.

(e) **"Compliance Manual**" means the Authority's Low Income Housing Tax Credit Program Compliance Manual, as amended from time to time.

(f) "**Compliance Period**" has the same meaning as defined in Section 42(i)(1) of the Code.

(g) "**Credit Period"** means, with respect to the Federal Credit, the "credit period" as defined in Section 42(f) of the Code

(h) **"Eligible Basis**" means the eligible basis as defined in Section 42(d) of the Code.

(i) "**Extended Use Period**" means for each building that is a part of the Project a period of [30/40] consecutive taxable years beginning on the first day in the Compliance Period on which the building is part of a qualified low-income housing project and ending on the date that is [15/25 years] after the close of the Compliance Period]; provided that in no event shall the Extended Use Period be shorter than the Extended Use Period as defined in Section 42(d) of the Code.

(j) **"IRS"** means the Internal Revenue Service.

(k) **"Materially Participate"** has the same meaning set forth in Section 469(h) of the Code.

(l) "**Qualified Low-Income Building**" means a "qualified low-income building" as defined in Section 42(c)(2) of the Code

(m) "**Qualified Low-Income Housing Project**" means a "qualified low-income housing project" as defined in Section 42(g)(1) of the Code.

(n) "**Qualified Nonprofit Organization**" means a qualified nonprofit organization as defined in Section 42(h)(5)(C) of the Code.

(o) "**Qualifying Tenant**" means a tenant that meets the income requirements of Paragraph 7(b).

(p) **"Rent Restricted**" a unit is "rent restricted" if the gross rent with respect to such unit does not exceed thirty percent (30%) of the imputed income limitation applicable to such unit as set forth in Paragraph 7(b), all as determined in accordance with Section 42(g)(2) of the Code.

(q) **"Secretary**" means the Secretary of the United States Department of the Treasury.

(r) "**Tax Credit Units**" means the rent-restricted units identified in Sections 7(a) and (b).

(s) "**Term**" means the Term of this Agreement, as defined in Section 5(a).

(t) "**Tenant Income Certification**" means the certification regarding resident eligibility to live in the Tax Credit Unit; and any successor certification, as required by the Authority from time to time.

3. Recording and Filing; Covenants to Run with the Land.

(a) This Agreement will be recorded in the real property records where the Project is located, and the covenants contained herein shall run with the land and shall bind, and the benefits shall inure to the Owner and its successors and assigns, the Authority and its successors and assigns, and all subsequent owners of the Project or any interest therein, for the Term.

(b) The Owner agrees that any and all requirements of the laws of the State that must be satisfied in order for the provisions of this Agreement to constitute restrictive covenants running with the land shall be deemed to be satisfied in full, and any requirements of privity of estate are intended to be satisfied, or in the alternate, that an equitable servitude has been created to insure that these restrictions run with the land.

(c) During the Term of this Agreement, each and every contract, deed or other instrument hereafter executed conveying the Project or portion thereof shall expressly provide that such conveyance is subject to this Agreement; provided, however, the covenants contained herein shall survive and be effective as to successors and/or assigns of all or any portion of the Project, regardless of whether such contract, deed or other instrument conveying the Project or portion thereof provides that such conveyance is subject to this Agreement.

4. Representations, Covenants and Warranties of the Owner. The Owner covenants, represents and warrants as follows:

(a) The Owner:

(i) is duly organized under the laws of the state of _____, and is qualified to transact business under the laws of the State;

(ii) has the power and authority to own its properties and assets and to carry on its business as now being conducted;

(iii) has the full legal right, power and authority to execute and deliver this Agreement; and

(iv) has good and marketable title to the Project.

(b) Each building that is the subject of an allocation of Federal Credits is, or by not later than the last day of the first year of the Credit Period, will be a Qualified Low-Income Building and the Project constitutes or will constitute a Qualified Low-Income Housing Project.

(c) The Owner shall not discriminate on the basis of race, creed, color, sex, age, marital status, national origin, disability or familial status or any other applicable protected class, in the lease, use or occupancy of the Project or in connection with the employment or application for employment of persons for the operation and management of the Project, and shall not refuse to lease a unit in the Project to the holder of a voucher or certificate for federal housing assistance payments pursuant to Section 8 of the United States Housing Act of 1937, or a successor federal program, on account of the status of the prospective tenant as such holder.

(d) The Owner shall not demolish any part of the Project or substantially subtract from any real or personal property of the Project; or permit the use of any residential rental unit for any purpose other than rental housing.

(e) The Owner has not and will not execute any other agreement with provisions contradictory to, or in opposition to, the provisions hereof, and in any event, the requirements of this Agreement are paramount and controlling as to the rights and obligations herein set forth and supersede any other provisions in conflict herewith.

(f) If the Owner becomes aware of any situation, event or condition that would result in non-compliance of the Project or the Owner with Section 42 of the Code, the Owner shall promptly give written notice thereof to the Authority.

(g) The Owner shall ensure that the Tax Credit Units shall be of comparable quality to other units, if any, in the Project.

(h) If the Project, or any part thereof, shall be damaged or destroyed or shall be condemned or acquired for public use, the Owner will use its best efforts to repair and restore the Project to substantially the same condition as existed prior to the event causing such damage or destruction, or to relieve the condemnation, and thereafter to operate the Project in accordance with the terms of this Agreement.

(i) The Owner has obtained or will obtain from any prior recorded lienholder on the Project its consent and partial subordination to this Agreement in a form satisfactory to the Authority.

(j) The Owner shall not evict or terminate the tenancy of an existing tenant of any Tax Credit Unit other than for good cause and shall not increase the gross rent above the maximum allowed under the Code with respect to such Tax Credit Unit.

(k) The Owner shall establish and maintain an operating reserve fund in an amount that is equal to, or greater than, four (4) months of projected annual operating expenses and four (4) months of debt service payments. The operating reserve fund must remain with the Project for a minimum of three (3) years from the time the Project is placed in service. These requirements, as well as provisions for reserve account reductions over time as Project benchmarks are achieved, must be contained in the entity partnership agreement. These requirements may not be modified without the prior written consent of the Authority

(l) **A Qualified Nonprofit Organization shall at all times own an interest in the Project (directly or through a partnership) and shall Materially Participate in the development and operation of the Project throughout the Compliance Period.**

5. Term of this Agreement

(a) Subject to the operation of Section 42(h)(6)(E)(i)(II), this Agreement shall be in effect for each building that is part of the Project until the end of the Extended Use Period.

(b) The Owner hereby waives any rights under Section 42(h)(6)(E)(i)(II) of the Code to terminate the Extended Use Period.

(c) Code Requirements that Survive Foreclosure:

(i) This Agreement shall not be terminated with respect to any portion of the Project that is acquired by foreclosure or deed in lieu of foreclosure if the Secretary determines that such acquisition is part of an arrangement with the Owner a purpose of which is such termination.

(ii) If this Agreement terminates due to foreclosure or deed in lieu of foreclosure, the Owner shall not evict or terminate the tenancy of an existing tenant of any Tax Credit Unit other than for good cause and shall not increase the gross rent above the maximum allowed under the Code with respect to such Tax Credit Unit for a period of three (3) years following the termination of this Agreement.

(iii) This subsection (c) and the rights granted to the Authority and past, present and future tenants of the Project to enforce this Agreement shall survive any such termination.

(iv) In the event foreclosure proceedings are initiated, the Authority shall receive notice of such foreclosure no less than 15 days prior to such foreclosure.

6. Qualified Low-Income Housing Project. From no later than the last day of the first year of the Credit Period through the end of the Extended Use Period, the Owner shall maintain

the Project as a Qualified Low-Income Housing Project at all times. To this end, and without limitation, the Owner shall assure that all of the residential units in the Project are available for use by the general public, suitable for occupancy and used on other than a transient basis unless the Project qualifies as a single room occupancy project or as transitional housing for the homeless pursuant to Section 42(i)(3) of the Code).

7. Occupancy Restrictions.

(a) For the purpose of Section 42(g)(1) of the Code, the Owner elects the following (select one):

___ At least twenty percent (20%) of the residential rental units in the Project shall be maintained as both rent-restricted and occupied by individuals or families whose income is fifty percent (50%) or less of AMI.

___ At least forty percent (40%) of the residential rental units in the Project shall be maintained as both rent-restricted and occupied by individuals or families whose income is sixty percent (60%) or less of AMI.

___ At least forty percent (40%) of the residential rental units in the Project shall be maintained as both rent-restricted and occupied by individuals or families whose average income does not exceed the imputed income limitation designated by the Owner with respect to the Tax Credit Units provided that: (i) the Owner shall designate the imputed income limitation of each Tax Credit Unit taking into account; (ii) the average of the imputed income limitations shall not exceed sixty percent (60%) of AMI, and (iii) the designated imputed income limitations shall be either twenty percent (20%), 30 percent (30%), 40 percent (40%), 50 percent (50%), 60 percent (60%), seventy percent (70%) or 80 percent (80%) of AMI. Any changes to these initial designations may be made only with the Authority's expressed written consent and in accordance with the Authority's [Income Averaging Policy] in place at the time of the request.

(b) Additionally, the Owner covenants and agrees that, during the Extended Use Period, the Tax Credit Units shall be maintained as both rent restricted and occupied by individuals or families whose income level does not exceed the applicable AMI as follows:

No. of Units	AMI Threshold
_____ (__) units	20% or less of AMI
_____ (__) units	30% or less of AMI
_____ (__) units	40% or less of AMI
_____ (__) units	50% or less of AMI
_____ (__) units	60% or less of AMI
_____ (__) units	70% or less of AMI
_____ (__) units	80% or less of AMI
_____ (__) units	manager

The Owner further agrees that additional residential units in the Project shall be maintained as both rent-restricted and occupied by low-income individuals or families whose incomes meet the requirements of this subsection (b) to the extent necessary to maintain the

Applicable Fraction, at not less than percentage(s) shown on Exhibit B hereto for each taxable year of the Extended Use Period.

(c) The determination of whether an individual or family is a Qualifying Tenant shall be made at least annually on the basis of the income of such Qualifying Tenant(s). Any Tax Credit Unit occupied by an individual or family who is a Qualifying Tenant at the commencement of occupancy shall continue to be treated as a Tax Credit Unit notwithstanding an increase in the income of such individual or family above the income limitation applicable under subsection (b) of this Section 7 provided that, if such Qualifying Tenant's income subsequently exceeds one hundred forty percent (140%) of the applicable income limit, such residential unit shall no longer be a Tax Credit Unit if after the determination of such increase, but prior to the next determination, any residential unit of comparable or smaller size is rented to a tenant who is not a Qualifying Tenant.

(d) As a condition to occupancy, each individual or family who is intended to be a Qualifying Tenant shall be required to sign a fully completed Tenant Income Certification prepared by the Owner, and the income and assets of such individual or family must be verified in the manner prescribed by the Authority.

(e) The form of lease to be utilized by the Owner in renting any residential unit in the Project to any person who is intended to be a Qualifying Tenant shall provide for termination of the lease and consent by such person to immediate eviction for failure to qualify as a Qualifying Tenant as a result of any material misrepresentation made by such person with respect to the Tenant Income Certification or the failure by such tenant to execute a certification annually.

8. Additional Agreements. The Owner agrees that the Authority's award and allocation of Federal Credits is based on the Owner's additional obligations and agreements, as set forth on Exhibit C, attached hereto and incorporated herein by this reference. [Intentionally deleted if N/A]

9. Compliance Monitoring; Fees.

(a) The Owner acknowledges that Section 42 of the Code requires the Authority to monitor the compliance of the Owner and the Project with the requirements of Section 42 of the Code. The Owner agrees to strictly comply, at all times, with the Compliance Manual, the terms and provisions of which are by this reference incorporated in this Agreement and made a part hereof; and to take all actions required by the Authority pursuant to the Compliance Manual to assist or cooperate with the Authority in monitoring such compliance.

(b) The Owner agrees to pay to the Authority: (i) any non-compliance fees as required in the Compliance Manual as of the date of such non-compliance, and (ii) any fees in the amounts and at the times as the Authority shall, in its sole discretion, reasonably require the Owner to pay in order to reimburse the Authority for the costs of such monitoring.

10. Owner Certifications and Reports.

(a) Within ninety (90) days of filing IRS Form 8609 with the IRS, the Owner shall provide to the Authority a copy of IRS Form 8609, for each building, as filed with the IRS for the first year of the Credit Period.

(b) The Owner shall provide to the Authority, on the dates required by the Compliance Manual, a Certification of Continuing Program Compliance and an Occupancy Report, each in the form provided by the Authority.

(c) The Owner shall maintain in its records and provide to the Authority copies of any and all notices and correspondence from or with the IRS concerning the Project or the Owner upon request.

(d) In addition to the information provided for in Section 9 and in this Section 10, the Owner shall provide any other information, documents or certifications requested, from time to time, by the Authority with respect to the Project's physical, operational and financial condition and residents which the Authority reasonably deems necessary to substantiate the Owner's continuing compliance with the provisions of this Agreement and Section 42 of the Code, including a copy of the IRS Form 8609 Schedule A.

11. Transfer Restrictions.

(a) The Owner shall not sell, assign, convey, transfer or otherwise dispose of the Project or any building in the Project without the prior written consent of the Authority. Such consent shall be given provided that: (i) the Owner is in compliance with the requirements of this Agreement and Section 42(j)(6) of the Code; (ii) the proposed transferee of the Project evidences, to the reasonable satisfaction of the Authority, by its performance with respect to other low-income housing tax credit or government-assisted housing projects and otherwise, its willingness and ability to comply with the terms of this Agreement; and (iii) the Authority shall be paid a transfer fee, as determined, from time to time, by the Authority. In no event shall the Owner dispose of any portion of any building in the Project to any person unless all of such building is disposed of to such person. For the purposes of this subsection, a transfer of any managing member or general partner of the Owner or a transfer of fifty percent (50%) or more of the ownership interests in Owner shall be deemed a transfer of the Project.

(b) The Owner shall include, verbatim or by incorporation by reference, all requirements and restrictions contained in this Agreement in any deed or other documents transferring any interest in the Project or in any building in the Project to any other person or entity to the end that such transferee has notice of and is bound by such restrictions, and shall obtain the express written assumption of this Agreement by any such transferee.

12. Physical Maintenance/Management/Books/Records/Inspections.

(a) The Owner shall maintain each building in the Project such that all residential units are suitable for occupancy, taking into account applicable health, safety and building codes, and otherwise in a manner reasonably satisfactory to the Authority.

(b) The Owner shall provide for the management of the Project in a manner reasonably determined by the Authority to assure compliance with this Agreement. Any management contract entered into by the Owner involving the Project shall provide that it shall be subject to termination, without penalty and with or without cause, upon written request by the Authority addressed to the Owner. Upon such request the Owner shall immediately terminate the contract within a period of not more than thirty (30) days and shall make

arrangements reasonably satisfactory to the Authority for continuing proper management of the Project.

(c) The books, contracts, records, computerized data, documents and other papers relating to compliance of the Owner and the Project with Section 42 of the Code and with this Agreement and to the eligibility of the Owner to claim the Federal Credits with respect to the Project shall at all times be maintained at the Project, or at the Owner's principal place of business in the State of Colorado, in reasonable condition for proper audit and shall be subject to examination and inspection and copying at any reasonable time by the Authority or its authorized agents. The Authority shall also have the right to enter and inspect the Project at any reasonable time.

(d) Owners are required to keep records for each Qualified Low-Income Building in the Project showing the following:

(i) the total number of residential rental units in the building (including the number of bedrooms and the size in square feet of each unit);

(ii) the percentage of residential rental units in the building that are Tax Credit Units;

(iii) the gross rent charged on each residential rental unit in the building (including any utility allowance and any non-optional fees);

(iv) the number of occupants in each Tax Credit Unit;

(v) the Tax Credit Unit vacancies in the building and information that shows when, and to whom, the next available units were rented;

(vi) the annual income certification of each Qualifying Tenant;

(vii) documentation to support each Qualifying Tenant's income certification;

(viii) the Eligible Basis and qualified basis of the building at the end of the first year of the Credit Period; and

(ix) the character and use of the nonresidential portion of the building included in the building's Eligible Basis under Section 42(d) of the Code (e.g., tenant facilities that are available on a comparable basis to all tenants and for which no separate fee is charged for use of the facilities, or facilities reasonably required by the Project).

Owners are required to keep all records for each building for a minimum of six (6) years after the due date (with extensions) for filing the Owner's federal income tax return for any year; provided, that the records for the first year of the Credit Period must be retained for at least six (6) years beyond the due date (with extensions) for filing the federal income tax return for the last year of the Compliance Period of the building.

(e) The Authority has the right to conduct physical inspections of the Project and to conduct a review of the Owner’s files relating to the Project throughout the Extended Use Period.

13. Enforcement.

(a) The Owner covenants that it will not knowingly take or permit any action that would result in a violation of the requirements of Section 42 of the Code or of this Agreement. Moreover, the Owner covenants to take any lawful action (including amendment of this Agreement) as may be necessary, in the opinion of the Authority, to comply fully with all applicable rules, rulings, policies, procedures, regulations or other official statements promulgated or proposed by the United States Department of the Treasury or the IRS from time to time pertaining to the Owner's obligations under Section 42 of the Code and affecting the Project.

(b) The Owner shall promptly advise the Authority as to the date each building in the Project is a Qualified Low-Income Building.

(c) In the event of any failure of the Owner to comply with the provisions of Section 42 of the Code or this Agreement, consistent with the procedures set forth in the Compliance Manual, the Authority shall: (i) inform the Owner by written notice of such failure; and (ii) provide the Owner with a period of time to correct the failure. If any such failure is not corrected to the satisfaction of the Authority within the period of time specified by the Authority, without further notice the Authority may declare a default under this Agreement effective on the date of such declaration of default, and the Authority may (i) apply to any court, state or federal, for specific performance of this Agreement or an injunction against any violation of this Agreement; (ii) secure the appointment of a receiver to operate the Project in compliance with this Agreement; or (iii) exercise any other remedies at law or in equity or any such other action as shall be necessary or desirable to correct non-compliance with this Agreement.

(d) The Owner and the Authority each acknowledges that the primary purpose of requiring compliance by the Owner with the restrictions provided in this Agreement is to assure compliance of the Project and the Owner with Section 42 of the Code and the Regulations thereunder, **AND BY REASON THEREOF, THE OWNER IN CONSIDERATION OF RECEIVING AN ALLOCATION OF FEDERAL CREDITS FOR THE PROJECT HEREBY AGREES AND CONSENTS THAT THE AUTHORITY, ANY QUALIFYING TENANT AND ANY INDIVIDUAL WHO MEETS THE INCOME LIMITATION APPLICABLE TO THE BUILDING UNDER THE CODE (WHETHER PRESENT, PROSPECTIVE OR FORMER OCCUPANTS OF THE BUILDING) (ANY OR ALL OF THEM) SHALL BE ENTITLED, FOR ANY BREACH OF THE PROVISIONS HEREOF, AND IN ADDITION TO OTHER REMEDIES PROVIDED BY LAW OR IN EQUITY, TO ENFORCE SPECIFIC PERFORMANCE BY THE OWNER OF ITS OBLIGATIONS UNDER THIS AGREEMENT IN ANY COURT, STATE OR FEDERAL, OF COMPETENT JURISDICTION,** the Owner hereby further specifically acknowledging that the beneficiaries of the Owner's obligations hereunder cannot be adequately compensated by monetary damages in the event of any default hereunder.

(e) In the event of the Owner's or Project's failure to comply fully with the Code, the covenants and agreements contained herein or with all applicable rules, rulings, policies, procedures, regulations or other official statements promulgated or proposed by the United States Department of the Treasury or the IRS or the Authority from time to time pertaining to the

obligations of the Owner as set forth therein or herein, the Authority, in addition to all of the remedies provided by law or in equity, shall notify the IRS of such noncompliance.

14. Issuance of Form 8609. The Authority shall prepare and file with IRS Form 8609 with respect to each building in the Project, evidencing the Authority's allocation of Federal Credits with respect to the Project. The Authority shall issue Form 8609(s) to the Owner when the following conditions have been met:

(a) Each building in the Project for which a Form 8609 is issued is a Qualified Low-Income Building.

(b) The Owner and the Project are in compliance with the terms of this Agreement.

(c) The Owner shall have provided, on form(s) approved by the Authority, a certification of each building's Eligible Basis and the Authority shall have made its final determination of the Federal Credit amount and its final determination pursuant to Section 42(m)(2) of the Code.

(d) The Owner shall have provided a copy of the executed partnership or operating agreement.

(e) The Owner shall have provided to the Authority the partial subordination of any prior recorded lien on the Project to this Agreement.

(f) The Owner and its management agent and any management staff involved in the certification of residents shall have completed compliance training provided or approved by the Authority.

(g) The Owner shall have paid the compliance monitoring fee.

15. Return of Unused Federal Credit. Pursuant to Section 42(h)(3)(C) of the Code and Regulation §1.42-14(d), the Federal Credit amount allocated to the Owner with respect to the Project shall be canceled and returned to the Authority, in whole or in part, if (i) any building in the Project is not a Qualified Low-Income Building within the time period required by Section 42 of the Code, or (ii) the "Qualified Basis" of any building in the Project is less than the qualified basis on which the Federal Credit was allocated by the Authority.

16. Release and Indemnification. The Owner acknowledges that, in issuing IRS Form 8609(s) with respect to the Project, the Authority is relying or will rely upon information and representations given by or on behalf of the Owner and has made or will make no independent investigation and does not and will not have independent knowledge of the basis for such information and representations. Accordingly, to induce the Authority to issue IRS Form 8609(s), the Owner agrees as follows:

(a) The Owner agrees to release and forever discharge the Authority, its members, employees, agents, officers, successors and assigns of and from any and all claims, demands, causes of actions, judgments and executions which Owner has or may hereafter have against the Authority, whether in law or in equity, arising or resulting from, or on account of or pertaining to, whether directly or indirectly, the issuance of a Form 8609 with respect to the Project by the Authority.

(b) The Owner hereby agrees to indemnify, save harmless and defend the Authority, and its members officers, agents, employees, successors and assigns from any obligation, claim, loss, demand, cost, expense (including the costs of the investigation and settlement of any claim, and including reasonable attorney's fees) or judgment against the Authority arising or resulting from, or on account of or pertaining to, whether directly or indirectly, the Authority's issuance of a Form 8609 with respect to the Project. If any such claim is asserted, any indemnified party hereunder will give prompt notice to the Owner and will cooperate in the investigation and defense of any such claim. The Owner will assume the defense of any such asserted claim by engaging counsel approved by the indemnified party (which approval shall not be unreasonably withheld), it being understood that the indemnified party shall have the right to employ its own separate counsel and participate in such proceedings at its own cost and expense.

(c) If the indemnification provided in subsection (b) is, for any reason, either unavailable to the Authority or any of the other persons intended to be indemnified thereby or insufficient to hold it or any of them harmless, then the Owner hereby agrees to contribute to all amounts paid or payable by the Authority and such other persons as a result of any such obligation, claim, loss, demand, cost, expense, or judgment. The amount to be contributed by the Owner shall be the amount that is appropriate to reflect both the relative benefits received by the Owner, on the one hand, and by the Authority and such other persons, on the other hand, and the relative degrees of fault of the Owner, on the one hand, and of the Authority and such other persons, on the other hand.

17. Miscellaneous.

(a) The invalidity of any clause, part or provision of this Agreement shall not affect the validity of the remaining portions thereof.

(b) All notices to be given pursuant to this Agreement shall be in writing and shall be deemed given when mailed by certified or registered mail, return receipt requested, to the parties hereto at the addresses set forth below, or to such other place as a party may from time to time designate in writing.

To the Authority: Colorado Housing and Finance Authority
1981 Blake Street
Denver, Colorado 80202-1272
Attention: Low-Income Housing Tax Credit Program

To the Owner: [INSERT INFO]
_____
_____
Attention:_____
Email: _____

The Authority and the Owner may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

(c) This Agreement shall be governed by the laws of the State of Colorado and, where applicable, the laws of the United States of America.

This Agreement may be amended from time to time by any written instruments signed by both the Authority and the Owner. The signing of any such instrument by the Authority shall be deemed for all purposes to be on behalf of, and shall be legally binding on, the Authority, any Qualifying Tenant and any individual who meets the income limitation applicable to the Project under the Code (whether present, prospective or former occupants of the Project).

18. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Agreement by electronic image scan transmission will be effective as delivery of a manually executed counterpart of the Agreement.

[REMAINDER OF PAGE INTENTIONALLY BLANK. SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties have caused this agreement to be signed by their respective duly authorized representatives, as of the day and year first written above.

[Owner]
[NOTE: SIGNATURE BLOCK TO BE CONFIRMED BY OWNER AND ENTITY DOCUMENTS]

By:_____

Its:_____

STATE OF _____)
) ss.
_____ COUNTY OF _____)

Acknowledged before me this _____ day of _____, 20__, by_____as_____ _____of_____ _____.

My Commission expires: _____.

_____
Notary Public

COLORADO HOUSING AND FINANCE AUTHORITY

By: _____
Name: _____
Title: _____

STATE OF COLORADO)
) ss.
CITY AND COUNTY OF DENVER)

Acknowledged before me this _____ day of _____, 20__, by _____ as _____ of Colorado Housing and Finance Authority.

My Commission expires: _____.

_____
Notary Public

EXHIBIT A

LEGAL DESCRIPTION

[to be inserted from title commitment or policy]

Also known as: [INSERT STREET ADDRESS] For informational Purposes only

EXHIBIT B

Minimum Applicable Fraction by Building

Building Identification Number	Minimum Applicable Fraction

EXHIBIT C

Additional Owner Agreements

I. State Credits [insert if state credits]

RECITALS

A. The Authority is authorized by Part 21 of Article 22 of Title 39, Colorado Revised Statutes, as may be amended from time to time (the "**State Affordable Housing Credit Act**") to allocate affordable housing tax credits under the State Tax Credit Act.

B. Under the State Affordable Housing Credit Act, the Authority determines the eligibility for and allocates credits in accordance with the standards and requirements set forth in the State Affordable Housing Credit Act and Section 42 of the Code.

C. The Owner applied to the Authority for an allocation of affordable housing credits under the State Affordable Housing Credit Act (the "**State Credits**").

D. In connection with its Application (defined below) the Owner made certain representations to the Authority about the Project, including representations as to the number of Tax Credit Units and the term of occupancy restrictions, upon which representations the Authority relied in considering the Application for a reservation and allocation of State Credits.

E. The Authority is unwilling to allocate State Credits to the Project unless the Owner enters into this Agreement, and consents to be regulated by the Authority in order that the Authority may enforce the occupancy restrictions and other covenants, terms and conditions of this Agreement in accordance with the State Affordable Housing Credit Act.

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth, and of other valuable consideration, the Owner and the Authority agree as follows:

1. Incorporation of Recitals. The recitals above are incorporated in and made a part of this Agreement.

2. Definitions. All references in the Agreement to the following capitalized terms, shall have the following meaning:

a. "**Allocation Certificate**" means the Colorado Affordable Housing Tax Credit Allocation Certificate.

b. "**Application**" means the application submitted to the Authority for a reservation, initial determination, or allocation of Federal Credits and/or State Credits. The Application includes all materials provided to the Authority, as required by the applicable checklist, and any additional materials provided to the Authority that are reviewed as part of the tax application process.

c. "**Credit Period**" means, with respect to the State Tax Credit, the "credit period" as defined in Section 39-22-2101 of the State Tax Credit Act, and with respect to the Federal Credit, the "credit period" as defined in Section 42(f) of the Code.

d. "**Department**" means the Colorado Department of Revenue.

e. **"Qualified Development"** means a "qualified development" under Section 39-22-2101 (10) of the State Tax Credit Act.

3. Additional Representations, Covenants and Warranties of the Owner. The Owner covenants, represents and warrants as follows:

a. In compliance with the State Affordable Housing Credit Act:

i. Each building that is the subject of an allocation of State Credits is or by not later than the last day of the Credit Period will be a Qualified Low-Income Building and the Project constitutes or will constitute a Qualified Development.

ii. The Project will be operated and maintained as a Qualified Development.

iii. The Owner shall operate the Project in accordance with the accessibility and adaptability requirements of the Federal Credits and Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988, as amended.

iv. The Owner will not knowingly take or permit any action that would result in a violation of the State Affordable Housing Act.

b. The Owner covenants that it will not knowingly take or permit any action that would result in a violation of the requirements of the State Affordable Housing Credit Act.

c. If the Owner becomes aware of any situation, event or condition that would result in non-compliance of the Project or the Owner with the State Affordable Housing Credit Act, the Owner shall promptly give written notice thereof to the Authority.

d. The Owner covenants to take any lawful action (including amendment of this Agreement) as may be necessary, in the opinion of the Authority, to comply fully with all applicable rules, rulings, policies, procedures, regulations or other official statements promulgated or proposed by the Department or the Authority from time to time pertaining to the Owner's obligations under the State Affordable Housing Credit Act and affecting the Project.

4. Compliance Monitoring. The Owner agrees that the Authority must monitor the Owner and the Project for compliance with the State Affordable Housing Credit Act in addition to the Code, and may report any non-compliance to the Department in addition to the IRS, and may provide the Department all filings provided to the IRS. As such, the Owner agrees to be bound by all State Credit compliance requirements found in the Compliance Manual and to take all actions required by the Authority pursuant to the Compliance Manual to assist or cooperate with the Authority in monitoring such compliance.

5. Owner Certifications and Reports.

a. Within ninety (90) days of filing the Allocation Certificate with the Department, the Owner shall provide to the Authority a copy, for each building, of the Allocation Certificate, as filed by with the Department for the first year of the Credit Period.

b. The Owner shall provide the Department with any documentation, certifications, and/or reports required by the State Affordable Housing Credit Act and/or as required by the Department for its monitoring of the State Credits.

c. The Owner shall maintain its records and provide the Authority with all notices and correspondence from or with the Department concerning the Project or the Owner, and provide the Authority with any other information, documents or certifications requested, from time to time, by the Authority which the Authority reasonably deems necessary to substantiate the Owner's continuing compliance with the State Affordable Housing Credit Act.

6. Enforcement. All the enforcements rights of the Authority included in this Agreement include the Authority's rights to ensure compliance with the State Credits and the State Affordable Housing Credit Act.

7. Termination in the Event of Foreclosure. This Agreement shall not terminate, with respect to the State Credits, on the date the Project is acquired by foreclosure or instrument in lieu of foreclosure if the Authority determines that such acquisition is part of an arrangement, a purpose of which is to cause such termination.

8. Restrictions on Transfers. In addition to the requirements in Section 11 of the Agreement, the Authority's consent to a transfer of the Project will be conditioned on the Owner's and the Project's compliance with the State Affordable Housing Credit Act.

9. Allocation Certificate. The Authority's issuance of the Allocation Certificate is conditioned upon the satisfaction of the Owner of all requirements in the Qualified Allocation Plan for the issuance of such certificate.

II. Special Populations Served

1. The Owner further covenants and agrees that not later than the last day of the first year of the Credit Period, at least _____ (_____) of the residential rental units in the Project shall be constructed, equipped, set aside and occupied (or held vacant and available for immediate occupancy) by _____ [describe special housing needs resident] at all times during the term of this Agreement, and the Owner shall provide evidence to the Authority of any license, permit or other governmental approval required for such occupancy. **[USE IF SPECIAL NEEDS HOUSING]**

2. [USE IF REQUIREMENT TO ADD LANGUAGE RE SENIOR – PREFERENCE NOT TO INCLUDE, AND IF INCLUDE, NOT TO SPECIFY AGE]

3. The Owner will provide the Authority with notification of any substantial changes in population served.

BACKGROUND PAPER FOR PROPOSED ORDINANCE

COUNCIL MEETING DATE: June 27, 2022

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Laura Solano, Chief of Staff
Marisa Pacheco, Human Resources Director

SUBJECT: AN ORDINANCE AMENDING THE FISCAL YEAR 2022 STAFFING ORDINANCE BY ADDING ONE (1) FULL-TIME POSITION ENTITLED FOOD PROJECT COORDINATOR TO THE AUTHORIZED STAFFING OF THE MAYOR'S OFFICE

SUMMARY:

The Mayor requests that one full-time position be added to the Mayor's Office for the purpose of providing full-time support for the Pueblo Food Project through June 30, 2025. The position is entirely funded through the State of Colorado Department of Law Grant, Project CI2207, Ordinance No. 10116.

PREVIOUS COUNCIL ACTION:

On December 28, 2021, Ordinance No. 10085 was approved by City Council. This Ordinance provided authorized staffing for Fiscal Year 2022.

BACKGROUND:

The Pueblo Food Project is currently staffed with one part-time employee working for the City coordinating efforts with an outside contracted vendor in support of the program. The part-time employee is entirely grant funded. The request is to convert this temporary position to a full-time classified position subject to Civil Service entitled Food Project Coordinator to allow for critical work to continue in support of the program through June 30, 2025, at which time the grant is anticipated to end.

The position will lead the Pueblo Food Project team members to co-facilitate and guide agenda creation for the work groups, task forces and lead various events connected to the project. A key responsibility for the position will be to develop a succession plan for the Pueblo Food Project outlining key transition activities when the grant ends and determining next steps for the program.

FINANCIAL IMPLICATIONS:

All costs associated with this proposal will be paid out of the State of Colorado Department of

Law Grant at an approximate cost of $128,333.33 through June 20, 2025, at which time, the grant is anticipated to end.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

The suggested change allows for important transition work to occur in support of the Pueblo Food Project. If this is not approved, the hours that can be worked to perform these duties are substantially limited as only a part-time employee could continue working on the project.

RECOMMENDATION:

Approval of the Ordinance.

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FISCAL YEAR 2022 STAFFING ORDINANCE BY ADDING ONE (1) FULL-TIME POSITION ENTITLED FOOD PROJECT COORDINATOR TO THE AUTHORIZED STAFFING OF THE MAYOR'S OFFICE

WHEREAS, it is necessary to revise the position for the ultimate efficiency and functionality for the Pueblo Food Project; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY COUNCIL OF PUEBLO, that: (brackets indicate matter being deleted, underscore indicates matter being added)

SECTION 1.

The following sections captioned "Mayor's Office" of Ordinance No. 10085, being the 2022 Staffing Ordinance, is amended as follows:

Mayor's Office	
Mayor	1
Chief of Staff	1
Deputy Mayor	1
Director of Public Affairs	1
Grant & Resource Development Administrator	1
Secretary to the Mayor	1
Administrative Assistant	1
Food Project Coordinator	**1**
Total	**[7] 8**

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 transactions described therein.

SECTION 3.

This Ordinance shall be deemed to amend the Fiscal Year 2022 Budget and staffing with respect to the number and allocation of positions within the Mayor's Office and 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 June 27, 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

City Clerk's Office Item # R-8

BACKGROUND PAPER FOR PROPOSED ORDINANCE

COUNCIL MEETING DATE: June 27, 2022

TO: President Heather Graham and Members of City Council

CC: Nicholas A. Gradisar, Mayor

VIA: Marissa Stoller, City Clerk

FROM: Scott Hobson, Acting Director of Planning and Community Development

SUBJECT: AN ORDINANCE AMENDING 17-4-7 OF CHAPTER 4 OF TITLE XVII OF THE PUEBLO MUNICIPAL CODE RELATING TO LANDSCAPE PERFORMANCE STANDARDS

SUMMARY:

Attached for consideration is a text amendment that will amend Chapter 4 of Title XVII of the Pueblo Municipal Code amending the landscape regulations for existing properties in the established development area of the City.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

The City of Pueblo Planning and Community Development Department is requesting approval to remove a requirement from the current landscape performance standard code, which states that any addition to a non-single family residential structure larger than 1,000 square feet would trigger all landscaping requirements. The Planning Department is also proposing to include a residence, two family (duplex) as an exception to the landscape performance standards code. The City of Pueblo Planning Department has determined that a 1,000 square foot addition to a commercial property, currently outlined in Sec 17-4-7(b)(2)(b) and 17-4-7(b)(2)(g)(1), is triggering full landscape requirements, to include parking lot landscape islands, parking lot screening, buffering, tree lawns, and landscape setbacks. These additional landscape requirements are a financial burden and have been proven to be a detriment to the development of existing commercial properties. Therefore, the Planning Department is requesting to remove the 1,000 square foot addition requirement from the landscape code. Removing this requirement will also align the landscape performance standards code with the current small and medium scale development performance standards, which are triggered by any addition to a commercial structure exceeding 35-percent.

Prior to 2018, landscaping for commercial development was only required when a new structure was constructed or when an addition was proposed that equaled 35-percent or more of the gross square footage of the existing structure.

FINANCIAL IMPLICATIONS:

There are no financial implications for the City.

BOARD/COMMISSION RECOMMENDATION:

The Planning and Zoning Commission, at their June 8, 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 by publication of the proposed amendment fifteen (15) days prior to the Public Hearing.

ALTERNATIVES:

If City Council does not approve this Ordinance, Title XVII of the Pueblo Municipal Code will not be amended to reflect the proposed changes relating to zoning.

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 June 8, 2022 Public Hearing
Planning and Zoning Commission Staff Report with Exhibits

ORDINANCE NO. 10218

AN ORDINANCE AMENDING SECTION 17-4-7 OF CHAPTER 4 OF TITLE XVII OF THE PUEBLO MUNICIPAL CODE RELATING TO LANDSCAPE PERFORMANCE STANDARDS

BE IT ORDAINED BY THE CITY COUNCIL OF PUEBLO, that: (brackets indicate matter being deleted, underscoring indicates new matter being added)

SECTION 1.

Section 17-4-7(b)(2) of the Pueblo Municipal Code is hereby amended to read as follows:

Sec. 17-4-7. Landscape Performance Standard

. . .

(2) Applicable Zones: Unless provided through a Special Area Plan or Planned Unit Development, the provisions of this Section shall apply in the following zone districts: R-4, R-5, R-6, RCN, B-1, B-2, B-3, B-4, BP, PUD (when the PUD does not establish its own landscaping regulations), H-B, Industrial-Zoned properties in the designated high-visibility areas, O-1, CCN, S-1, S-4 and S-5 when at least one (1) of the following occurs within the above-mentioned zones:

a. The construction or placement of any building or structure upon any lot except a residence, one (1) family **and a residence, two (2) family**.

b. Any addition of thirty-five percent (35%) or more of the gross square footage of an existing building, except a residence, one (1) family **and a residence, two (2) family**; **[an addition of more than one thousand (1,000) square feet, except a residence, one (1) family;]** or an addition **[over]** **of** ten thousand (10,000) **gross square feet or more of an existing building** in an I-2 zone district (whichever quantity is less). Additional increases in floor area, based on the above zone districts, shall be a maximum allowable limit of expansion whether cumulative or not, based on structure size after 2017.

. . .

g. Those properties located in the "Established Development Area", as illustrated on the map adopted by City Council Resolution and on file in the Community Development Department, are eligible for adjustments to the Landscape Performance Standards for the landscaping locations/functions described in Section 17-4-7(b)(3), as follows:

1. A building addition **[of over one thousand (1,000) square feet, or more]** **greater** than thirty-five percent (35%) of the existing building**'s gross** square footage **[(whichever is greater),]** shall not require compliance with the requirements of Section 17-4-7(b)(3) in the "Landscape Setback", "Parking Lot", and "Landscaped Open Space" areas**,** when it has been determined by the Land Use Administrator that omitting landscaping from the proposed construction project would not be considered a significant visual impact nor detriment to the health, safety, and welfare of the neighborhood. However, additions to existing buildings within the size ranges described in this paragraph must comply with the standards described in paragraph (b)(2) g.2 below. Criteria used in determining whether this waiver shall be allowed include:

. . .

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 thirty (30) days after the date of final action by the Mayor and City Council.

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on June 27, 2022 .

Final adoption of Ordinance by City Council on July 11, 2022 .

President of City Council

Action by the Mayor:

☒ Approved on July 13, 2022 .

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

_____
Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

_____
President of City Council

ATTEST

_____
City Clerk

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, June 8, 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 3:31 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; and Joe Martellaro, Associate Engineer II.

APPROVAL OF THE JUNE 8, 2022 AGENDA:

Bailey moved to approve the June 8, 2022 agenda with S-22-06 North Vista Filing No. 5 Subdivision and Z-22-04 Keating School Rezoning continued to the July 13, 2022 Planning and Zoning Commission Public Hearing.

Second by Spinuzzi, motion carried 7-0.

PUBLIC HEARING AND ACTION

TA-21-04 Text Amendment: An ordinance amending Section 17-4-7 of Title XVII of the Pueblo Municipal Code relating to landscape requirements.

Staff presentation by Beritt Odom

BACKGROUND AND ANALYSIS:
The City of Pueblo Planning & Community Development Department is requesting approval to remove a requirement from the current landscape performance standard code, which states that any addition to a non-single family residential structure larger than 1,000 square feet would trigger all landscaping requirements. The Planning Department is also proposing to include a residence, two family (duplex) as an exception to the landscape performance standards code.

The City of Pueblo Planning Department has determined that the 1,000 square foot addition currently outlined in Sec 17-4-7(b)(2)(b) and 17-4-7(b)(2)(g)(1) is triggering full landscape requirements, to include parking lot landscape islands, parking lot screening, buffering, tree lawns, and landscape setbacks. These additional landscape requirements are a financial burden and have been proven to be a detriment to the development of existing commercial properties. Therefore, the Planning Department is requesting to remove the 1,000 square foot addition requirement from the landscape code. Removing this requirement will also align the landscape performance standards code with the current small and medium scale development performance standards, which are triggered by any addition to a commercial structure exceeding 35-percent. Prior to 2018, landscaping for commercial development was only required when a new structure was constructed or when an addition was proposed that equaled 35-percent or more of the gross square footage of the existing structure.

The Planning Department is also requesting to add a residence, two family to the exemptions within the landscape performance standards code in Sec 17-4-7(b)(2)(a) and (b). The current landscape code states a residence, single family is exempt from the landscaping requirement that is triggered by a 1,000 square foot and 35-percent addition requirement. Therefore, including residence, two family to this exemption allows residential properties the opportunity to increase in size in zone districts that require landscaping without requiring full landscape improvements. Including the residence, two family in the exemption also aligns with our new residence, multifamily definition, which is now defined as a residential structure with three or more dwelling units. Multifamily dwelling units are considered commercial and must abide by the newly implemented Sec 17-4-14, which outlines multifamily housing development design standards.

RECOMMENDATION:
Staff recommends that the Planning and Zoning Commission forward a recommendation of approval of the proposed text amendment to City Council.

HEARING: No one spoke in favor or opposition.

MOTION: Motion to recommend approval to City Council was made by Bailey, second by Aznar.

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

TEXT AMENDMENT
TA-21-04

TO:	**City of Pueblo Planning and Zoning Commission**
FROM:	**Danielle Baxter, Planner**
THROUGH:	**Scott Hobson, Acting Director of Planning and Community Development**
DATE:	**June 8, 2022**
SUBJECT:	**An ordinance amending Section 17-4-7 of Title XVII of the Pueblo Municipal Code relating to landscape requirements.**

Background:
The City of Pueblo Planning & Community Development Department is requesting approval to remove a requirement from the current landscape performance standard code, which states that any addition to a non-single family residential structure larger than 1,000 square feet would trigger all landscaping requirements. The Planning Department is also proposing to include a residence, two family (duplex) as an exception to the landscape performance standards code.

Analysis:
The City of Pueblo Planning Department has determined that the 1,000 square foot addition currently outlined in Sec 17-4-7(b)(2)(b) and 17-4-7(b)(2)(g)(1) is triggering full landscape requirements, to include parking lot landscape islands, parking lot screening, buffering, tree lawns, and landscape setbacks. These additional landscape requirements are a financial burden and have been proven to be a detriment to the development of existing commercial properties. Therefore, the Planning Department is requesting to remove the 1,000 square foot addition requirement from the landscape code. Removing this requirement will also align the landscape performance standards code with the current small and medium scale development performance standards, which are triggered by any addition to a commercial structure exceeding 35-percent. Prior to 2018, landscaping for commercial development was only required when a new structure was constructed or when an addition was proposed that equaled 35-percent or more of the gross square footage of the existing structure.

The Planning Department is also requesting to add a residence, two family to the exemptions within the landscape performance standards code in Sec 17-4-7(b)(2)(a) and (b). The current landscape code states a residence, single family is exempt from the landscaping requirement that is triggered by a 1,000 square foot and 35-percent addition requirement. Therefore, including residence, two family to this exemption allows residential properties the opportunity to increase in size in zone districts that require landscaping without requiring full landscape improvements. Including the residence, two family in the exemption also aligns with our new residence, multifamily definition, which is now defined as a residential structure with three or more dwelling units. Multifamily dwelling units are considered commercial and must abide by the newly implemented Sec 17-4-14, which outlines multifamily housing development design standards.

Recommendation:
Staff recommends that the Planning and Zoning Commission forward a recommendation of approval of the proposed text amendment to City Council.

Attachments:
Ordinance Amending §17-4-7 of Title XVII of the Pueblo Municipal Code Relating to Landscape Performance Standards.

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 17-4-7 OF CHAPTER 4 OF TITLE XVII OF THE PUEBLO MUNICIPAL CODE RELATING TO LANDSCAPE PERFORMANCE STANDARDS.

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

(brackets indicate matter being deleted, underscoring indicates new matter being added)

SECTION 1.

Section 17-4-7(b)(2) of the Pueblo Municipal Code is hereby amended to read as follows:

Sec. 17-4-7. Landscape Performance Standard

. . .

(2) Applicable Zones: Unless provided through a Special Area Plan or Planned Unit Development, the provisions of this Section shall apply in the following zone districts: R-4, R-5, R-6, RCN, B-1, B-2, B-3, B-4, BP, PUD (when the PUD does not establish its own landscaping regulations), H-B, Industrial-Zoned properties in the designated high-visibility areas, O-1, CCN, S-1, S-4 and S-5 when at least one (1) of the following occurs within the above-mentioned zones:

a. The construction or placement of any building or structure upon any lot except a residence, one (1) family **and a residence, two (2) family**.

b. Any addition of thirty-five percent (35%) or more of the gross square footage of an existing building, except a residence, one (1) family **and a residence, two (2) family**; **[an addition of more than one thousand (1,000) square feet, except a residence, one (1) family;]** or an addition **[over] of** ten thousand (10,000) **gross square feet or more of an existing building** in an I-2 zone district (whichever quantity is less). Additional increases in floor area, based on the above zone districts, shall be a maximum allowable limit of expansion whether cumulative or not, based on structure size after 2017.

. . .

g. Those properties located in the "Established Development Area", as illustrated on the map adopted by City Council Resolution and on file in the Community Development Department, are eligible for adjustments to the Landscape Performance Standards for the landscaping locations/functions described in Section 17-4-7(b)(3), as follows:

1. A building addition **[of over one thousand (1,000) square feet, or more] greater** than thirty-five percent (35%) of the existing building**'s gross** square footage **[(whichever is greater),]** shall not require compliance with the requirements of Section 17-4-7(b)(3) in the "Landscape Setback", "Parking Lot", and "Landscaped Open Space" areas**,** when it has been determined by the Land

Use Administrator that omitting landscaping from the proposed construction project would not be considered a significant visual impact nor detriment to the health, safety, and welfare of the neighborhood. However, additions to existing buildings within the size ranges described in this paragraph must comply with the standards described in paragraph (b)(2)g.2 below. Criteria used in determining whether this waiver shall be allowed include:

SECTION 2.

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

SECTION 3.

This Ordinance shall become effective thirty (30) days after the date of final action by the Mayor and City Council.

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

_____

President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

_____

President of City Council

ATTEST

_____

City Clerk

BACKGROUND PAPER FOR PROPOSED ORDINANCE

COUNCIL MEETING DATE: June 27, 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 SECTIONS 6 AND 15 OF CHAPTER 10 OF TITLE XVII OF THE PUEBLO MUNICIPAL CODE RELATING TO HIGH RISE SIGN DISTRICT NUMBER 3

SUMMARY:

Attached for consideration is a Text Amendment that will amend sections 6 and 15 of chapter 10 of Title XVII of the Pueblo Municipal Code relating to the location of allowed high-rise signs in Special Sign District 3.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

Under the existing code, properties fronting Interstate-25, West Pueblo Boulevard, and Gateway Drive, north and west of Interstate 25, are in Special Sign District 3 and are allowed to install one 30-foot pole/free standing sign with a maximum sign area of 300 square feet. These properties are also allowed an additional low-profile sign if they are a through lot and have an arterial street right of way adjacent to the rear property line. The proposed Ordinance revises the sign code by including commercial/industrial properties, adjacent to the east side of Interstate-25, in the Special Sign District. The Ordinance also modifies the language describing the district to aid in understanding the intent and purpose of the district. Finally, the Ordinance amends the Special Sign District table to allow properties within Districts 1-4 to have a low-profile sign adjacent to another street right-of-way if the property is a through lot or a corner lot. Previously, only through lots that fronted on a right-of-way, identified in the district, and on an arterial street were allowed to have both a high-rise sign and low-profile sign. This language prevented several lots with multiple frontages on rights-of-way to have both types of signs. The Planning and Community Development Department received interest to develop a convenience store on the unimproved parcel located north-east of the West Pueblo Boulevard and Interstate-25 interchange. The developers requested to be included in the Special Sign District 3 to receive equitable sign opportunities as the properties located directly west of their site. To further equitable sign opportunities along Interstate-25, the Planning Department proposes to extend the district south of the West Pueblo Boulevard and Interstate-25 interchange for the

properties that front Interstate-25 and Greenhorn Drive. The district is proposed to end at the point where Greenhorn Drive jogs west to run adjacent to Interstate-25.

FINANCIAL IMPLICATIONS:

There are no financial implications for the City.

BOARD/COMMISSION RECOMMENDATION:

The Planning and Zoning Commission, at their June 8, 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 by publication of the proposed amendment fifteen (15) days prior to the Public Hearing.

ALTERNATIVES:

If City Council does not approve this Ordinance, sections 6 and 15 of chapter 10 of Title XVII of the Pueblo Municipal Code relating to high rise sign district number 3 will remain.

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

RECOMMENDATION:

Approval of the Ordinance.

Attachments:
Proposed Ordinance
District 3 Map
Minutes of the Planning and Zoning Commission June 8, 2022 Public Hearing
Planning and Zoning Commission Staff Report

ORDINANCE NO. 10219

AN ORDINANCE AMENDING SECTIONS 6 AND 15 OF CHAPTER 10 OF TITLE XVII OF THE PUEBLO MUNICIPAL CODE RELATING TO HIGH RISE SIGN DISTRICT NUMBER 3

BE IT ORDAINED BY THE CITY COUNCIL OF PUEBLO, that: (brackets indicate matter being deleted, underscoring indicating matter being added)

SECTION 1.

Section 6 of Chapter 10, Title XVII of the Pueblo Municipal Code is hereby amended to read as follows:

Sec. 17-10-06. Special S[s]ign D[d]istricts.

Special **S**[s]ign **D**[d]istricts have been established to prescribe special regulations to modify or supplement **sign** regulations of the **properties identified in Appendix A, Special Sign Districts, 17-10-15.** **[**general district**]** **Properties located** in **the Special Sign Districts either front Interstate 25, Highway 50 West, and/or arterial roadways, which warrant high profile signs and additional low-profile signs to aid travelers and customers in wayfinding.** **[**recognition of distinguishing circumstances while maintaining the character and purposes of the general use district area over which it is superimposed (See attached map descriptions in Appendix A).**]**

Type	Maximum number permitted	Maximum Height	Maximum Area per Sign	Additional Requirements
District 1: Freestanding "high-rise" signs on properties fronting on Street between Highway 50 West and Wills Boulevard.	1*	75'	300 sq. ft.	Entire sign must be placed within 75' of the public right-of-way.

District 2: Freestanding "high-rise" signs on properties fronting on the east side of Interstate 25 between Highway 50 and the proposed Dillon Drive interchange.	1*	75'	300 sq. ft.	Entire sign must be placed within 75' of the public right-of-way.
District 3: Freestanding "high-rise" signs on properties fronting on Interstate 25, Pueblo Boulevard, Gateway Drive and Southgate Place**.** **[**between the JJ Raigoza Park and Lake Avenue.**]**	1*	75'	300 sq. ft.	Entire sign must be placed within 75' of the public right-of-way.
District 4: Freestanding "high-rise" signs on properties fronting on Highway 50 between Interstate 25 and the railroad track.	1*	50'	300 sq. ft.	Entire sign must be placed within 75' of the public right-of-way.
District 5: Freestanding "high-rise" signs on properties fronting on Interstate 25 generally between Highway 50 and 29th Street.	1	65'	300 sq. ft.	Entire sign must be placed within 75' of the public right-of-way.

District 6: Freestanding "high-rise" signs on properties in the Pinion Ridge Commercial Center Subdivision.	1 high rise sign per "sign area" **	Sign Area 1 – 75' Sign Area 2 – 50'	300 sq. ft. ***	Only one (1) high-rise sign may be located in each of the two (2) sign areas indicated on the map.

Note:

*If property adjoins I-25 and **[**an arterial**]** **another** street right-of-way on a through lot **or corner lot**, an additional 1 low-profile sign is permitted at a maximum of 125 sq. ft. and 25' high; however, the high-rise sign must be placed adjacent to I-25 and the low-profile sign must be placed adjacent to the other public right-of-way.

**Each parcel located in the Pinion Ridge Commercial Center Subdivision may also install one (1) monument sign at a maximum of 80 sq. ft. and 8' high.

***For shopping center signage allowable area see Section 17-10-05 (f) multiple tenant "maximum area".

SECTION 2.

Appendix A, Section 15 of Chapter 10, Title XVII of the Pueblo Municipal Code is hereby amended as follows:

District 3 of Appendix A is deleted in its entirety, and District 3 attached hereto is adopted in substitution thereof.

SECTION 3.

This Ordinance shall become effective thirty (30) days after the date of final action by the Mayor and City Council.

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on June 27, 2022 .

Final adoption of Ordinance by City Council on July 11, 2022 .

President of City Council

Action by the Mayor:

☒ Approved on July 13, 2022 .

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

_____
Mayor

Action by City Council After Disapproval by the Mayor:

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

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

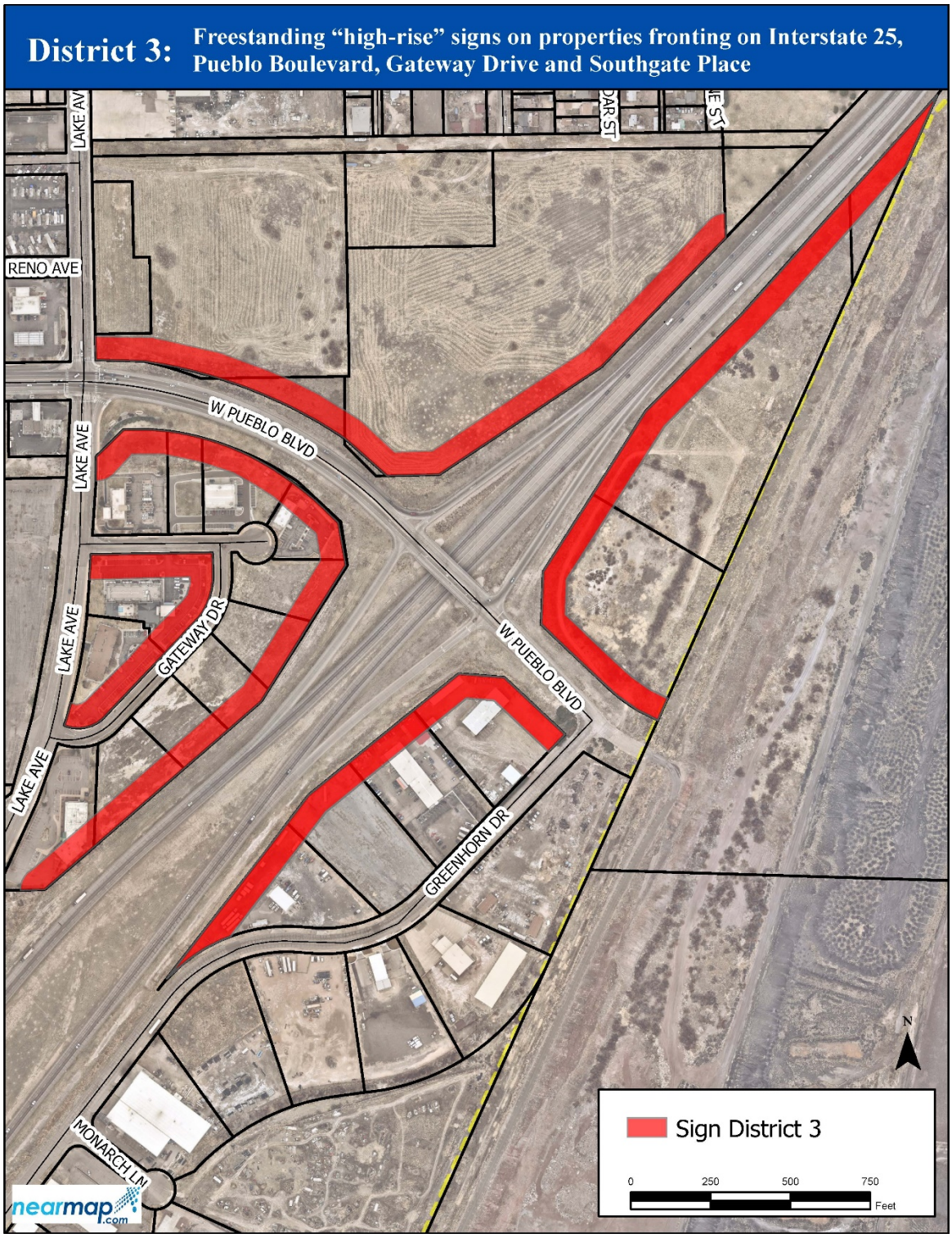
☐ Council action on _____ failed to override the Mayor's veto.

_____
President of City Council

ATTEST

_____
City Clerk

Appendix A


District 3: Freestanding "high-rise" signs on properties fronting on Interstate 25, Pueblo Boulevard, Gateway Drive and Southgate Place
LAKE AV
RENO AVE
W PUEBLO BLVD
LAKE AVE
GATEWAY DR
GREENHORN DR
MONARCH LN
N
Sign District 3
0
250
500
750
Feet
nearmap.com

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, June 8, 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 3:31 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; and Joe Martellaro, Associate Engineer II.

APPROVAL OF THE JUNE 8, 2022 AGENDA:

Bailey moved to approve the June 8, 2022 agenda with S-22-06 North Vista Filing No. 5 Subdivision and Z-22-04 Keating School Rezoning continued to the July 13, 2022 Planning and Zoning Commission Public Hearing.

Second by Spinuzzi, motion carried 7-0.

PUBLIC HEARING AND ACTION

TA-22-02 Text Amendment: An Ordinance amending Sections 6 and 15 of Chapter 10 of Title XVII of the Pueblo Municipal Code (PMC) relating to the location of allowed high-rise signs in Special Sign District 3.

Staff presentation by Beritt Odom

BACKGROUND AND ANALYSIS:
Under the existing code, properties fronting Interstate-25, W. Pueblo Blvd., and Gateway Drive north and west of Interstate 25 are in Special Sign District 3 and are allowed to install one 30-foot pole/free standing sign with a maximum sign area of 300 square feet. These properties are also allowed an additional low-profile sign if they are a through lot and have an arterial street right of way adjacent to the rear property line. The proposed ordinance revises the sign code by including commercial/industrial properties, adjacent to the east side of Interstate-25, in the Special Sign District. The ordinance also modifies the language describing the district to aid in understanding the intent and purpose of the district. Finally, the ordinance amends the Special Sign District table to allow properties within Districts 1-4 to have a low-profile sign adjacent to another street right-of-way if the property is a through lot or a corner lot. Previously, only through lots that fronted on a right-of-way, identified in the district, and on an arterial street were allowed to have both a high-rise sign and low-profile sign. This language prevented several lots with multiple frontages on rights-of-way to have both types of signs.

The Planning and Community Development Department received interest from a large national convenience store on the unimproved parcel located north-east of the W. Pueblo Blvd. and Interstate-25 interchange. The developers requested to be included in the Special Sign District 3 to receive equitable sign opportunities as the properties located directly west of their site. To further equitable sign opportunities along Interstate-25, the Planning Department proposes to extend the district south of the W. Pueblo Blvd. and Interstate-25 interchange for the properties that front Interstate-25 and Greenhorn Drive. The district is proposed to end at the point where Greenhorn Drive jogs west to run adjacent to Interstate-25.

RECOMMENDATION:
Staff recommends that the Planning and Zoning Commission forward a recommendation of approval of the proposed text amendment to City Council.

HEARING: No one spoke in favor or opposition.

MOTION: Motion to recommend approval to City Council was made by Bailey, second by Avalos.

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

TEXT AMENDMENT
TA-22-02

TO: **City of Pueblo Planning and Zoning Commission**

FROM: **Beritt Odom, Principal Planner**

THROUGH: **Scott Hobson, Acting Director of Planning and Community Development**

DATE: **June 8, 2022**

SUBJECT: **An ordinance amending Sections 6 and 15 of Chapter 10 of Title XVII of the Pueblo Municipal Code (PMC) relating to the location of allowed high-rise signs in Special Sign District 3.**

Background and Analysis:
Under the existing code, properties fronting Interstate-25, W. Pueblo Blvd., and Gateway Drive north and west of Interstate 25 are in Special Sign District 3 and are allowed to install one 30-foot pole/free standing sign with a maximum sign area of 300 square feet. These properties are also allowed an additional low-profile sign if they are a through lot and have an arterial street right of way adjacent to the rear property line. The proposed ordinance revises the sign code by including commercial/industrial properties, adjacent to the east side of Interstate-25, in the Special Sign District. The ordinance also modifies the language describing the district to aid in understanding the intent and purpose of the district. Finally, the ordinance amends the Special Sign District table to allow properties within Districts 1-4 to have a low-profile sign adjacent to another street right-of-way if the property is a through lot or a corner lot. Previously, only through lots that fronted on a right-of-way, identified in the district, and on an arterial street were allowed to have both a high-rise sign and low-profile sign. This language prevented several lots with multiple frontages on rights-of-way to have both types of signs.

The Planning and Community Development Department received interest from a large national convenience store on the unimproved parcel located north-east of the W. Pueblo Blvd. and Interstate-25 interchange. The developers requested to be included in the Special Sign District 3 to receive equitable sign opportunities as the properties located directly west of their site. To further equitable sign opportunities along Interstate-25, the Planning Department proposes to extend the district south of the W. Pueblo Blvd. and Interstate-25 interchange for the properties that front Interstate-25 and Greenhorn Drive. The district is proposed to end at the point where Greenhorn Drive jogs west to run adjacent to Interstate-25.

Recommendation:
Staff recommends that the Planning and Zoning Commission forward a recommendation of approval of the proposed text amendment to City Council.

Attachments:
Draft Ordinance

ORDINANCE NO._____

AN ORDINANCE AMENDING SECTIONS 6 AND 15 OF CHAPTER 10 OF TITLE XVII OF THE PUEBLO MUNICIPAL CODE RELATING TO HIGH RISE SIGN DISTRICT NUMBER 3

BE IT ORDAINED BY THE CITY COUNCIL OF PUEBLO, that:
(brackets indicate matter being deleted, underscoring indicating matter being added)

SECTION 1.

Section 6 of Chapter 10, Title XVII of the Pueblo Municipal Code is hereby amended to read as follows:

Sec. 17-10-06. Special S[s]ign D[d]istricts.

Special **S**[s]ign **D**[d]istricts have been established to prescribe special regulations to modify or supplement **sign** regulations of the **properties identified in Appendix A, Special Sign Districts, 17-10-15. [**general district] **Properties located** in **the Special Sign Districts either front Interstate 25, Highway 50 West, and/or arterial roadways, which warrant high profile signs and additional low-profile signs to aid travelers and customers in wayfinding. [**recognition of distinguishing circumstances while maintaining the character and purposes of the general use district area over which it is superimposed (See attached map descriptions in Appendix A).**]**

Type	Maximum number permitted	Maximum Height	Maximum Area per Sign	Additional Requirements
District 1: Freestanding "high-rise" signs on properties fronting on Street between Highway 50 West and Wills Boulevard.	1*	75'	300 sq. ft.	Entire sign must be placed within 75' of the public right-of-way.
District 2: Freestanding "high-rise" signs on properties fronting on the east side of Interstate 25 between Highway 50 and the proposed Dillon Drive interchange.	1*	75'	300 sq. ft.	Entire sign must be placed within 75' of the public right-of-way.

District 3: Freestanding "high-rise" signs on properties fronting on Interstate 25, Pueblo Boulevard, Gateway Drive and Southgate Place**.** **[**between the JJ Raigoza Park and Lake Avenue.**]**	1*	75'	300 sq. ft.	Entire sign must be placed within 75' of the public right-of-way.
District 4: Freestanding "high-rise" signs on properties fronting on Highway 50 between Interstate 25 and the railroad track.	1*	50'	300 sq. ft.	Entire sign must be placed within 75' of the public right-of-way.
District 5: Freestanding "high-rise" signs on properties fronting on Interstate 25 generally between Highway 50 and 29th Street.	1	65'	300 sq. ft.	Entire sign must be placed within 75' of the public right-of-way.
District 6: Freestanding "high-rise" signs on properties in the Pinion Ridge Commercial Center Subdivision.	1 high rise sign per "sign area" **	Sign Area 1 – 75' Sign Area 2 – 50'	300 sq. ft. ***	Only one (1) high-rise sign may be located in each of the two (2) sign areas indicated on the map.

Note:

*If property adjoins I-25 and **[**an arterial**]** **another** street right-of-way on a through lot **or corner lot**, an additional 1 low-profile sign is permitted at a maximum of 125 sq. ft. and 25' high; however, the high-rise sign must be placed adjacent to I-25 and the low-profile sign must be placed adjacent to the other public right-of-way.

**Each parcel located in the Pinion Ridge Commercial Center Subdivision may also install one (1) monument sign at a maximum of 80 sq. ft. and 8' high.

***For shopping center signage allowable area see Section 17-10-05 (f) multiple tenant "maximum area".

SECTION 2.

Appendix A, Section 15 of Chapter 10, Title XVII of the Pueblo Municipal Code is hereby amended as follows:

District 3 of Appendix A is deleted in its entirety, and District 3 attached hereto is adopted in substitution thereof.

SECTION 3.

This Ordinance shall become effective thirty (30) days after the date of final action by the Mayor and City Council.

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

_____
President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____
Mayor

Action by City Council After Disapproval by the Mayor:

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

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

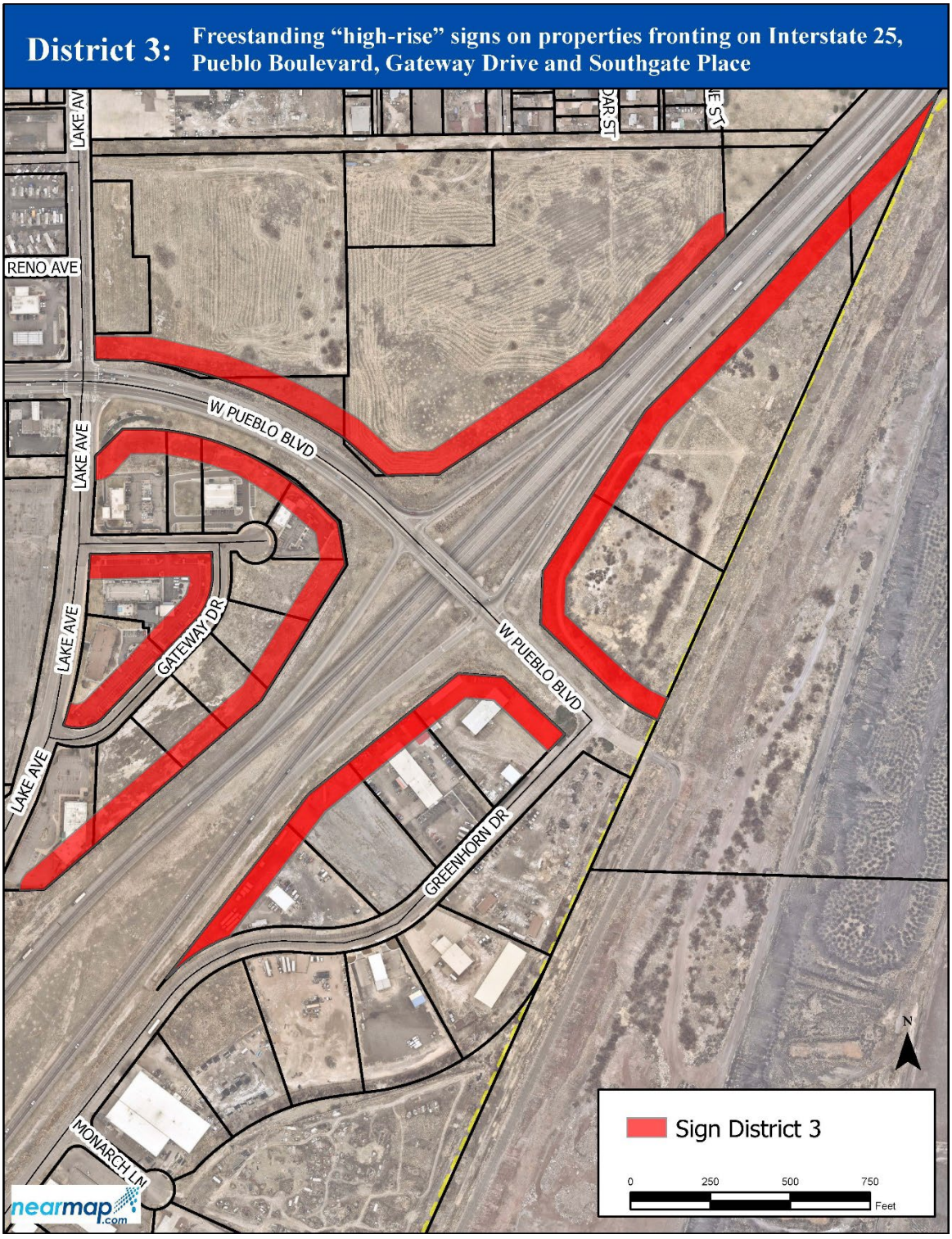
☐ Council action on _____ failed to override the Mayor's veto.

_____
President of City Council

ATTEST

_____
City Clerk

Appendix A


District 3:
Freestanding "high-rise" signs on properties fronting on Interstate 25, Pueblo Boulevard, Gateway Drive and Southgate Place
LAKE AV
RENO AVE
W PUEBLO BLVD
LAKE AVE
GATEWAY DR
LAKE AVE
LAKE AVE
W PUEBLO BLVD
GREENHORN DR
MONARCH LN
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nearmap.com

City Clerk's Office Item # R-10

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: June 27, 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 FIXED BASE OPERATOR GROUND LEASE AND OPERATING AGREEMENT BETWEEN THE CITY OF PUEBLO, A MUNICIPAL CORPORATION, AND FREEMAN HOLDINGS OF COLORADO, LLC, A LIMITED LIABLITY CORPORATION, RESCINDING ALL PREVIOUS AGREEMENTS WITH ROCKY MOUNTAIN FBO, LLC, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

SUMMARY:

Attached is an Ordinance approving and authorizing the Mayor to sign a Fixed Base Operator Ground Lease and Operating Agreement with Freeman Holdings of Colorado, LLC, a limited liability corporation ("Freeman"), which also rescinds all previous agreements with Rocky Mountain FBO, LLC dba Flower ("Flower").

PREVIOUS COUNCIL ACTION:

City Council has approved previous lease and management agreements for Fixed Base Operators, most recently with Rocky Mountain FBO, LLC.

BACKGROUND

The City owns 31000 Bryan Circle, 30900 Bryan Circle, 525 Skyway Street, and the Fuel Farm at 415 Bell Street at the Pueblo Memorial Airport, which can all be leased out for Fixed Based Operator services. The facilities are currently being leased to Flower, but Flower wishes to sell and assign its interests in the properties to Freeman. To establish a clean record, and instead of assigning a number of documents from Flower to Freeman, the parties wish to enter into a new Ground Lease and Operating Agreement that incorporates all prior terms and establishes one agreement that will control.

FINANCIAL IMPLICATIONS:

The hangars, office spaces, and ramp will be rented at various rates and two percent (2%) of Freeman's gross revenues derived from its business activities conducted at Pueblo Memorial Airport will be paid to the City. The fuel farm tanks will also be leased and there will be commissions paid based on fuel delivered.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

If this Ordinance is not approved, the current leases will remain in effect.

RECOMMENDATION

It is the recommendation of the Department of Aviation that this Ordinance be approved.

Attachments:
Fixed Base Operator Ground Lease and Operating Agreement

ORDINANCE NO. 10220

AN ORDINANCE APPROVING A FIXED BASE OPERATOR GROUND LEASE AND OPERATING AGREEMENT BETWEEN THE CITY OF PUEBLO, A MUNICIPAL CORPORATION, AND FREEMAN HOLDINGS OF COLORADO, LLC, A LIMITED LIABLITY CORPORATION, RESCINDING ALL PREVIOUS AGREEMENTS WITH ROCKY MOUNTAIN FBO, LLC, 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, Freeman Holdings of Colorado, LLC is desirous of leasing certain property for the purpose of a fixed base operation, where said property is owned by the City of Pueblo; NOW, THEREFORE,

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

SECTION 1.

A certain Fixed Base Operator Ground Lease and Operating Agreement ("Lease"), by and between the City of Pueblo, a Municipal Corporation, and Freeman Holdings of Colorado, LLC, a Limited Liability Company, and Rocky Mountain FBO, LLC, a Colorado Limited Liability Company, to lease space for a fixed base operation 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.

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 June 27, 2022 .

Final adoption of Ordinance by City Council on July 11, 2022 .

President of City Council

Action by the Mayor:

☒ Approved on July 13, 2022 .

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

President of City Council

ATTEST

City Clerk

FIXED BASE OPERATOR
GROUND LEASE AND OPERATING AGREEMENT

THIS LEASE AGREEMENT ("Lease") is made and entered into as of _____, **2022** ("Effective Date"), between the City of Pueblo, a Municipal Corporation, with an address of One City Hall Place, Pueblo, Colorado 81003, ("Lessor") and Freeman Holdings of Colorado, LLC, a Colorado limited liability company, d/b/a Freeman Jet Center Pueblo, with an address of 16221 Foster Street, Overland Park, Kansas 66085, ("Lessee") and Rocky Mountain FBO, LLC, a Colorado limited liability company, d/b/a/ Flower Aviation FBO, with an address of 31000 Bryan Circle, Pueblo, Colorado 81001 ("Flower").

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 leasing certain real property, ramp space, and fuel tanks on said Airport property for the purpose of the sale of aviation fuels and other related aviation services; and

WHEREAS, Lessor entered into a certain Ground Lease and Operating Agreement dated June 25, 2005 ("Lease No. 1") with Travelaire Service, Inc., a Colorado corporation, ("Travelaire") for the parcel commonly known as 525 Skyway Street, Pueblo, Colorado, and Jet-A Tank No. 4, the legal description for which is contained in Lease No. 1; and

WHEREAS, Lessor entered into Amendment No. 1 ("Amendment") to the Lease No. 1 dated April 24, 2006 with Travelaire and Flower, evidenced by Resolution No. 10700, where several changes were made, including but not limited to, the initial term of Lease No. 1 being amended to end April 30, 2026, AV-Fuel Tank No. B being added to the lease, and Lessor consenting to assignment of Lease No. 1 from Travelaire to Flower; and

WHEREAS, Lessor entered into the Fuel Tank Agreement ("FT Agreement") dated May 1, 2008 with Flower, where Lease No. 1 was further amended to substitute AV-Fuel Tank No. C for AV-Fuel Tank No. B and more specific terms were set out with regards to use of the fuel tanks under the lease; and

WHEREAS, Lessor executed the Consent to Assignment evidenced by Resolution No. 13354 on December 28, 2015, consenting to and assigning Lease No. 1 from Flower to PDC Acquisition Corp., a Colorado corporation ("PDC"); and

WHEREAS, Lessor entered into the Assignment of Lease Agreement ("Assignment") to the Lease No. 1 dated March 24, 2017 with PDC and Flower, where Lease No. 1, was assigned back to Flower; and

WHEREAS, Lessor entered into a certain Ground Lease and Operating Agreement dated October 26, 2015 ("Lease No. 2") with PDC for Parcel C, more commonly known as 31000 and 30900 Bryan Circle, Pueblo, Colorado, and attached spaces; and

WHEREAS, Lessor executed the Assignment of Lease Agreement dated December 31,

2016 with PDC and Flower, assigning Lease No. 2 from PDC to Flower; and

WHEREAS, Flower is selling all of its assets to Lessee in accordance with the Asset Purchase Agreement, including its interests in Lease No. 1 and Lease No. 2, as each were amended and assigned, and Lessor does not object to the sale and transfer; and

WHEREAS, the parties desire to condense the aforementioned documents and create a single agreement with which to bind the parties.

NOW THEREFORE, in consideration of the mutual covenants set forth herein, the parties agree as follows:

1. **Leased Property:**

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, the real property marked as "Leased Premises" on the plot plan, attached hereto and incorporated herein as Exhibit B, ("Leased Premises") situated in the County of Pueblo, State of Colorado, subject to existing easements and deed restrictions, including all structures thereon which Lessee acknowledges are the property of Lessor, including but not limited to:

i. 525 Skyway Street: six thousand four hundred (6,400) square foot hangar and two thousand four hundred seventy-two (2,472) square feet of office space that includes one thousand three hundred fifty-two (1,352) square feet of ground floor and one thousand one hundred twenty (1,120) square feet of second story. Land leased for 525 Skyway Street is 36,216 square feet.

ii. 30900 Bryan Circle: ten thousand (10,000) square foot hangar, two thousand five hundred (2,500) square foot ground floor office and garage, thousand five hundred (2,500) square foot of second story improved space, two thousand (2,000) square foot attached shop, two thousand (2,000) square foot second story storage, three thousand (3,000) square foot ground floor vehicle shop, and five hundred eighty-eight (588) square foot second story improved space.

iii. 31000 Bryan Circle: four thousand three hundred sixty-seven (4,367) square feet of improved space. Land leased for 30900 Bryan Circle and 31000 Bryan Circle totals 79,335 square feet.

The term Leased Premises as used herein, means and includes the real property and structures described above, as well as any improvement hereafter constructed or added thereto.

B. Subject to the terms of this Lease, Lessor hereby leases to Lessee 83,626 square feet of ramp space, meaning and including that ramp space indicated as "Ramp" on the plot plan attached hereto and incorporated herein as Exhibit C, ("Ramp")

situated in the County of Pueblo, State of Colorado. The Leased Premises and Ramp do not include gates through the Airport fence, including but not limited to Gate D or the FBO Pedestrian Gate adjacent to the Ramp, and Lessor, its staff, and all users of the Airport may use such gates in accordance with applicable rules and regulations. Lessor, its staff, and all users of the Airport may use such areas of the Ramp as necessary for persons to access and use Airport gates for ingress and egress.

C. Subject to the terms of this Lease, Lessor hereby leases to Lessee four fuel tanks designated as (i) 40-3a, (ii) 40-2, (iii) 40-2a, (iv) 40-1, (v) 20-3, and (vi) 20-1 (together the "Fuel Tanks") at Lessor's fuel farm, indicated as "Fuel Tanks" on the plot plan attached hereto and incorporated herein as Exhibit D, situated in the County of Pueblo, State of Colorado.

D. The Leased Premises will be used for the regular business of a full service fixed base operator ("FBO"), including the sale of aviation fuel and related products and services. Any aircraft stored on the Leased Premises must be continually registered with the Federal Aviation Administration ("FAA") throughout the life of this Lease and the tail numbers for same must be reported to Lessor. Lessee agrees to report any changes in aircraft tail numbers to Lessor within fourteen (14) days, in order for Lessor to comply with FAA reporting requirements.

E. This Lease and Lessee's use of the Leased Premises, Ramp, and Fuel Tanks, together on the plot plan attached hereto and incorporated herein as Exhibit A, 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, Ramp, and Fuel Tanks and their respective uses. Lessee shall have exclusive use of the Leased Premises, Ramp, and Fuel Tanks subject to the terms of this Lease.

2. <u>Term</u>:

A. The term of this Lease is for a period of twenty (20) years commencing on the Effective Date ("Commencement Date") and ending midnight on July 31, 2042, ("Initial Term") unless sooner terminated as herein provided. Provided that Lessee is not in default beyond any applicable cure period, the Lessee shall have the option to renew this Lease for one additional term of ten (10) years ("First Extension Term"). After the end of the First Extension Term, provided that Lessee is not in default beyond any applicable cure period, Lessee shall have the option to renew this Lease for an additional term of ten (10) years ("Second Extension Term") (the First Extension Term and Second Extension Term together the "Extension Terms").

B. These Extension Terms shall automatically be deemed exercised by the Lessee unless it provides the Lessor with written notice of its intention not to do so at least

sixty (60) days prior to the end of the then current term. Should either the Lessor or Lessee not wish to renew this Lease for the Second Extension Term, a party may provide the other written notice of its intention not to renew this Lease. This written notice shall be given not earlier than one hundred eighty (180) days nor less than one hundred twenty (120) days prior to the expiration of the Initial Term or either Extension Term.

C. All conditions and covenants contained herein shall remain in full force and effect during any and all extension periods.

3. <u>Rental Rate, Other Fees, and Commercial Charge</u>:

A. Lessee shall pay to Lessor monthly as rent for the land and structures covered by this Lease, the following amounts: $1,529.86 per month for the land portion of Leased Premises; and $8,551.13 per month for the structures located on the Leased Premises; and $567.81 per month for exclusive use Ramp. The total monthly rent for the land, structures, and Ramp is equal to $10,648.80.

B. Lessee shall also pay as rent and for the privilege to sell or dispense aviation fuel from the Leased Premises a monthly fuel flow fee of nine and four-tenths cents ($0.094) per gallon, starting with the month of August 2022 and each month thereafter for each gallon of aviation fuel delivered, or caused to be delivered to the Fuel Tanks, or if Lessee constructs its own fuel storage facilities, either alone or with Lessor or other lessees, or uses other fuel storage facilities at the Airport, delivered, or caused to be delivered by Lessee to such fuel storage facilities. Lessee shall not construct its own fuel storage facilities, either alone or with Lessor or other lessees, or use other fuel storage facilities at the Airport, without Lessor's prior written consent and an agreement governing the work and use. Lessee may choose, at its sole and absolute expense, to install fuel meters on the dispensing units of the fuel tanks. Such dispensing meters shall not be installed without the prior written approval of the Airport.

C. In addition, Lessee shall pay a monthly fee to Lessor for the Lease herein granted of two percent (2%) of Lessee's monthly gross revenues derived from all sales, operations, and services made, furnished, or conducted on or from the Leased Premises, Ramp, and Fuel Tanks, with the exception of revenue derived from the sale and dispensing of aviation fuel. 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.

D. The rents for land, structures, and the Ramp 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 rents 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 rents will remain the same as the preceding 2-year period for the next 2-year period. In no event, shall the percentage increase for the rents be greater than five percent (5%) for any 2-year period.

E. At the option of the Lessor, the monthly fuel flow fee may be increased by up to three cents ($0.03) every four (4) years, the first increase being available and effective in 2024 immediately upon expiration or termination of Lessee's now current Domestic-Into-Plane Purchase Program contract with the Defense Logistics Agency – Energy ("DLA Energy"), and every four (4) years thereafter. Any increase in the fuel flow fee shall not take effect until the then current Domestic-Into-Plane Purchase Program contract with DLA Energy entered into by Lessee expires or terminates after its four (4) year term. Notwithstanding the foregoing, in no event may any increase in fees be deferred for more than one calendar year from whenever such an increase would normally become available, where Lessor may increase the fee after the additional calendar year if the Domestic-Into-Plane Purchase Program contract is extended or otherwise modified to continue after its standard four (4) year period. Such a deferral shall not otherwise alter when a fee increase becomes available.

F. 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, security charges, and administrative or service fees.

G. Such rents shall be paid monthly without notice, offset, or deduction on or before the tenth (10th) of the month, and fees shall be paid monthly without notice, offset, or deduction on or before the tenth (10th) of the following month, at the City of Pueblo Director of Aviation's office and shall be accompanied with such reporting forms as the Director of Finance shall determine. Rent not paid by the tenth (10th) of the month shall accrue a late fee of eight percent (8%) per month. Lessor shall have the right to examine and audit Lessee's and its subtenant's books and records to determine the accuracy of the numbers of gallons sold and the revenues derived by Lessee, fees, and their calculation.

4. <u>Deposit</u>:

A. Lessee agrees to pay a security deposit to the Lessor equal to one month's rent of $10,648.80. 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, Ramp, or Fuel Tanks.

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. The Leased Premises shall be used and occupied by Lessee as a full service fixed base operator and facility for the sale of aviation fuel and other related aeronautical services and products. The office areas shall be used for Lessee's business, flight preparation, and other incidental office work. 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.

B. All aircraft stored on the Leased Premises for more than seven (7) days must be reported to Airport administration. Lessee may perform maintenance and repairs to aircraft in accordance with the Airport's minimum standards, including routine maintenance, preventative maintenance, and regular maintenance required prior to flight. Lessee may wash 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.

C. 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.

D. Lessee shall maintain the Leased Premises, Ramp, and Fuel Tanks 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, Ramp, and Fuel Tanks 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, Ramp, and Fuel Tanks 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 Leased Premises or Ramp, excepting those used in accordance with all laws and regulations and in the

furtherance of Lessee's authorized use of the leased premises, to include, but not limited to, the fuel in the Fuel Tanks, 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 aircraft to prevent damage to the floor, should any aircraft leak any fluids.

E. Lessee, at its sole cost and expense, may cause to be constructed and installed upon the Leased Premises and Fuel Tanks additional improvements in accordance with plans and specification approved by Lessor, including architectural approval, which consent will not be unreasonably withheld or arbitrarily denied. The improvements shall be constructed in a good and workmanlike manner in accordance with the applicable laws, ordinances, and building codes and pursuant to a building permit issued by the Regional Building Department. Lessee will not modify, alter, or improve any structure or improvements upon the Leased Premises whether now existing or hereafter constructed without the prior written approval of Lessor, which approval shall not be unreasonably or arbitrarily denied. Lessee may paint any improvements upon the Leased Premises and the Fuels Tanks with the approval of Lessor.

F. 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, Ramp, or Fuel Tanks in a manner which interferes with or obstructs access to adjacent hangars or public areas. Parking of automobiles will be permitted only in designated spaces outside of the airport fence. No person or public roadway going 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. Nothing in this agreement provides exclusive access to the entrance and exit gates into and out of the Airport to Lessee.

G. 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.

H. 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.

I. 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 changes to the Lessor upon such change being made.

J. 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.

K. Lessee acknowledges and agrees that Lessor's primary obligation is to operate the Airport for the use and benefit of the public and that the leased premises and ramp are prime locations for full service fixed-based operations at the Airport. Therefore, in view of the foregoing and long-term nature of this Lease, Lessee and Lessor shall meet at least annually to discuss Lessee's plans for the development and use of the Leased Premises, Ramp, and Fuel Tanks and the types, kinds, and classes of aeronautical activities then reasonably anticipated to be provided in the future, and Lessee's planned additions to and/or modifications of the Leased Premises and Fuel Tanks.

6. <u>Ramp Use</u>:

A. Lessee's use of the common ramp area, 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. Lessee shall not use common area ramp space for the fueling of aircraft, temporary parking of aircraft, servicing and tie-down of aircraft, parking or storage of aircraft service vehicles, or any other purpose without the prior express written consent of the City of Pueblo. If Lessee collects a fee for any use of common areas at the Airport, it shall pay to Lessor as commission ten percent (10%) of said fees.

B. Lessee shall use the Ramp and common ramp area 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 this Lease.

C. Lessee acknowledges that portions of the Ramp, common ramp area, taxiways, and runways are currently in need of repairs and resurfacing and accept in whole the Ramp, common ramp area, 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 Ramp, common ramp area, taxiways, and runways. Lessor maintains the right to close any portion of the Airport not limiting Lessee's access to airport runways.

D. Lessee shall maintain the surface of the Ramp free and clear of debris, snow, sand, and ice and shall be responsible to remove same from the Ramp as soon as reasonably possible in order for the Ramp to be continuously available for use.

7. <u>Fuel Tank Use</u>:

A. The Fuel Tanks and accessory equipment, including, but not limited to, pumps, motors, and fuel meter calibrations for each tank, are being leased "AS IS" "WITH ALL ITS FAULTS," without warranty or representation, express or implied, including, but not limited to, any warranties of merchantability or fitness for a particular purpose or condition or usability in their present condition.

B. Lessor has registered the above ground storage tanks located in its fuel farm with the Director of the Colorado Division of Oil and Public Safety pursuant to C.R.S. 8-20-.5-105 and updated its Spill Prevention Control and Countermeasure ("SPCC") Plan as required by law. Lessor shall continue to maintain compliance with those requirements.

C. Lessee shall be responsible for quality control of fuel, loading and unloading fuel to and from the Fuel Tanks, and compliance with the SPCC Plan for the fuel farm and leased fuel tanks. Lessee shall properly train its employees in the use of the fuel farm, Fuel Tanks, and the SPCC Plan.

D. Except for structural repairs not caused by the acts or omissions of Lessee, its officers, agents, employees, contractors, or fuel suppliers, Lessee shall be responsible to maintain and keep in good and safe repair and working condition the Fuel Tanks and accessory equipment, ordinary wear and tear excepted. Lessee will not be responsible for any reconstruction, remodeling, alteration, or modification of the fuel tanks of the fuel farm required to meet environmental standards not currently satisfied, unless caused by the acts or omissions of Lessee, its officers, agents, employees, contractors, or fuel suppliers.

If any such activity is required by the Lessor or if Lessor is required to make structural or other repairs to or replace the Fuel Tanks or any other fuel tanks located at the fuel farm for any reason, including fire or other casualty, or if Lessor is required to remediate or remove any contamination or hazardous materials

(including petroleum products) at or from the fuel farm, Lessor may, at its sole option, either (1) complete, at its cost, the required activities, replacement, or repairs, (2) negotiate a cost-sharing arrangement with Lessee to complete the required activities, replacement, and repairs, or (3) upon thirty (30) days prior written notice, terminate the Fuel Tanks lease and Lessee's right to store aviation fuel in the Fuel Tanks. In the event the Lessor terminates the fuel tanks lease as provided in (3) above, Lessor will, at the request of Lessee, negotiate in good faith with Lessee to lease sufficient land to construct and operate its own farm storage facilities for its own use at a location mutually agreeable to Lessor and Lessee.

E. Lessee shall:

(1) Maintain fuel meter calibration on the fuel tanks and provide required testing and copies thereof to the Lessor.

(2) Provide filters, hoses, and nozzles required for the Fuel Tanks.

(3) Immediately notify the Lessor of any fuel release or spills during the loading or unloading of the fuel storage tanks or when fueling or maintaining aircraft. Lessee shall be responsible for clean up to the satisfaction of Lessor of any such fuel releases or spills whether caused by Lessee, its officers, agents, employees, contractors, or fuel suppliers.

F. Lessee's mobile refuelers (fuel trucks) and Lessee's use thereof shall meet and comply with all applicable EPA spill prevention control and countermeasure regulations including, if required, drafting and implementing an SPCC Plan therefor.

G. At the time of the signing of this Lease, the fuel tanks 40-1 and 40-3a each need a significant capital expenditure to bring them to an operational state and all Fuel Tanks need Skully Systems installed. More specifically, the fuel tanks need the following repairs:

a. Tank 40-1 needs:

i. Hose replacement;
ii. Single point installation;
iii. Filter change;
iv. Water slug valve installation;
v. Deadman installation;
vi. Filter diff gauge installation; and
vii. Relief valve installation.

b. Tank 40-3a needs:

i. Water slub valve repair;
ii. Relieve valve repair;
iii. Filter diff gauge repair; and

iv. Deadman installation.

In exchange for Lessee's use of the Fuel Tanks however it sees fit to meet its operational needs but subject to this Lease, Lessee agrees to expend the funds necessary to make all leased Fuel Tanks operational by completing the above listed repairs, installing Skully Systems, and making other repairs and installations directed by Lessor. Once the Fuel Tanks are made operational and compliant with law, all remaining expenditures for maintenance and repair of the Fuel Tanks will be in accordance with the remaining terms of this Lease. After ten (10) years from the Effective Date, if any of the Fuel Tanks have not been used to store fuel within the preceding six (6) months, the parties may negotiate a monthly rent for the lease of unused fuel tanks.

8. <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 materials shall be permitted.

B. Lessee will at all times, at its sole cost and expense, keep and maintain in good repair the interior of all buildings and grounds designated for the Lessee's exclusive use. The maintenance of the interior of the Leased Premises shall include, but not be limited to, the hangar door and the operation thereof, other entry/exit doors, ventilation filters, sprinkler systems, all interior walls, interior ceilings, floors/floor coverings, wiring, plumbing fixtures, and other interior utility fixtures. However, the Lessee's obligation for the maintenance of the exterior of the Leased Premises shall not include any repairs or replacement of the roof, foundation, or exterior walls. Lessee shall perform routine service and maintenance on all heating and air conditioning equipment and appurtenances thereto, except to the extent such repairs are occasioned by the negligence or fault of the Lessor. At the termination of the Lease, or any extension thereof, Lessee shall return the Leased Premises to the Lessor in good order and condition, ordinary wear and tear excepted.

C. Lessee, at its sole cost and discretion, shall maintain all walkways, sidewalks, and apron access on the Leased Premises and Fuel Tanks, 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, Ramp, and Fuel Tanks is always the responsibility of Lessee. However, Lessor, at its sole cost and discretion, shall be responsible for all major repairs of the public areas.

9. <u>Utility Costs</u>:

Lessee shall be responsible for all utilities supplied to the Leased Premises, Ramp, and Fuel Tanks. Agreements for service with utility providers are the responsibility of Lessee. Additions, deletions, or adjustments to utilities extended to the Leased Premises shall not be made without prior written approval from the Director of Aviation.

10. Signs:

Lessee shall not erect, paint, or maintain any signs whatsoever upon the Leased Premises, Ramp, or Fuel Tanks 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. All worn, faded, damaged, or outdated signs will be repaired or corrected by Lessee upon notice from the Director of Aviation.

11. Right of Inspection:

The Lessor reserves and retains for its officers, employees, and authorized representatives the right to enter the Leased Premises, Ramp, and Fuel Tanks during reasonable business hours, and after prior notice, for the purpose of inspecting and protecting the Leased Premises, Ramp, and Fuel Tanks 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.

12. Title to Improvements:

A. All structures and improvements constructed or erected by Flower on the Leased Premises and Fuel Tanks, excluding movable trade fixtures, constitute a part of the Leased Premises and Fuel Tanks and may not be removed from the land. Flower and Lessee acknowledge and agree that fee simple title to these structures and improvements vested in Lessor immediately upon completion of construction of same, free of all liens and encumbrances. Notwithstanding the foregoing, Lessor shall not be responsible for any defects in the Leased Premises, Fuel Tanks, structures, or improvements and shall have no obligation or responsibility to maintain, repair, or restore the same; all such obligation and responsibility shall be held by Lessee.

B. The structures leased to Lessee hereunder and any improvements constructed or erected hereunder by Lessee, excluding movable trade fixtures, shall constitute a part of the Leased Premises and Fuel Tanks and therefore such structures and improvements cannot be removed from the land. Fee simple title to the structures are in the Lessor and fee simple title to subsequently constructed improvements shall vest with Lessor immediately upon completion of construction of same, free of all liens and encumbrances. Notwithstanding that title is in or vests in Lessor, Lessor shall not be responsible for any defects in the Leased Premises, Fuel Tanks, structures, or improvements and shall have no obligation or responsibility to maintain, repair, or restore the same; all such obligation and responsibility shall be that of Lessee.

13. 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 Lessee, the Leased Premises, Ramp, and Fuel Tanks, or to Lessee's property and operations thereon. 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. 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, Ramp, or Fuel Tanks 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, Ramp, and Fuel Tanks, 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 without the Lessor's prior consent which will not be unreasonably withheld, except that in no instance will the lien, mortgage, judgment, or execution be in any way an impairment of the rights of Lessor.

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 badging and produce it upon request.

14. <u>Indemnification</u>:

Lessee assumes the risk of loss or damage to the Leased Premises, Ramp, and Fuel Tanks 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 except for loss or damage caused by the gross negligence and/or willful misconduct of Lessor, its agents, officer, representatives, and employees. 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, Ramp, or Fuel Tanks; (iii) arising out of or resulting from the Leased Premises, Ramp, or Fuel Tanks, or any condition thereon, or from Lessee's use and occupancy of the Leased Premises, Ramp, or Fuel Tanks, 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. Except, Lessee is not required to indemnify, defend and save Lessor, its agents, officer, representatives, and employees from 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 Lessor's gross negligence or willful misconduct. 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, Ramp, or Fuel Tanks or the Airport, irrespective of how such injury or damage may be caused or occasioned, unless that injury, including loss of life, to any person, or for damage to any property is caused by the gross negligence or willful misconduct of Lessor, its agents, officer, representatives, and employees. However, nothing herein shall limit the applicability of the Colorado Governmental Immunity Act or other law limiting the Lessor's liability. The provisions of this Section 14 shall survive the termination of this Lease.

15. <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, Ramp, and Fuel Tanks and Lessor shall not be liable or responsible for any such loss, damage or injury, regardless of the cause thereof, except any 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, Ramp, and Fuel Tanks caused by the gross negligence or willful misconduct of Lessor, its agents, officer, representatives, and employees.

B. Lessor shall maintain storage tank pollution liability insurance covering the Fuel Tanks located within the fuel farm which are being used by Lessee. This policy shall name Lessee as an additional insured and loss payee for the policy and waive subrogation. So long as Lessee uses the Fuel Tanks for storage of aviation fuel, Lessee shall pay annually to Lessor, on the anniversary dates of the Commencement Date, a proportional share of Lessor's cost for storage tank pollution liability insurance. Lessee's portion of such charges shall be the ratio of the gallon capacity of Fuel Tanks Lessee leases hereunder compared to the total gallon capacity of the fuel tanks in Lessor's fuel farm being used by Lessor, Lessee, and other parties.

C. Lessee, at its sole cost and expense, shall, during the life of this agreement, procure, pay for and keep in full force and affect the following types of insurance:

(1) Aviation General Liability Insurance: A comprehensive policy of aviation general liability insurance, including but not limited to personal injury, products liability, hangar keepers' liability, and property damage. 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, Ramp, and Fuel Tanks (including acts or omissions of the Lessee).

(2) Automobile Insurance: At all times during the term of this Lease, and 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 ($1,000,000.00).

(3) Workers Compensation Insurance: 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.

(4) Storage Tank Pollution Liability Insurance: Lessee shall maintain storage tank pollution liability insurance covering the Fuel Tanks located within the fuel farm which are being used by Lessee. This policy shall name Lessor as an additional insured and loss payee for the policy and waive subrogation.

D. Lessee shall insure the structures and other improvements, except fuel tanks, in an amount equal to their full insurable value naming Lessor as a loss payee. 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.

E. If the structures or other improvements (the "Improvements"), except for the fuel tanks, 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 shall be retained by Lessor, or (3) demolish the damaged or destroyed Improvements and commence construction of replacement Improvements, and thereafter complete such construction as soon as practicable, but at least within eighteen (18) months from the occurrence of such casualty, unless Lessor approves additional time which shall not be unreasonably withheld. 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 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.

F. 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, 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.

16. <u>Waivers and Holdovers</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 thirty (30) days prior written notice.

17. <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 Airport in order that the 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 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 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.

18. 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 Department of Aviation, 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.

19. Assignments and Subletting:

A. Lessee may not assign this Lease, in whole or in part, without the written consent of Lessor which may be granted or denied in its sole and absolute discretion, except that Lessee may assign this Lease to a successor legal entity which has merged with, or acquired substantially all the assets of the Lessee, if such successor legal entity should specifically agree in writing to perform this Lease, unless Lessor determines in its sole and absolute discretion based upon written information supplied to Lessor by Lessee at least sixty (60) days prior to the effective date of the assignment that the successor legal entity does not have the ability to fulfill the obligations of this Lease in a competent or financially responsible manner. Failure of Lessee to provide adequate written information concerning subtenants is sufficient for Lessor to make such determination and shall be, in and of itself, a sufficient basis for the Lessor to deny its consent to any proposed assignment.

B. Lessee, with the prior written consent of Lessor, the consent of which may be granted or denied in Lessor's sole and absolute discretion, may sublet a portion of the Leased Premises to a subtenant or subtenants ("Subtenant") pursuant to a written sublease, which shall contain among other provisions the following:

(1) The sublease must be subject to and governed by all of the covenants and provisions of this Lease. Subtenant must abide by all of the terms and conditions thereof applicable to the Leased Premises, Ramp, and Fuel Tanks and use thereof. The sublease may only be for a lesser term than specified in Section 2.

(2) The Subtenant shall maintain and keep in force aviation general liability insurance as described in Section 15.C. with a combined single limit not less than one million dollars ($1,000,000). Such insurance requirement will be satisfied if Subtenant is provided with coverage under Lessee's master liability insurance policy.

(3) The sublease must contain an Indemnification provision, substantially the same as set forth in Section 14 hereof, indemnifying Lessor.

(4) The sublease shall not become effective until an executed copy thereof is delivered to Lessor's Department of Aviation.

C. Subtenants for Hangaring of Aircraft: Lessee may, upon notice to Lessor but without Lessor's prior written consent, sublet to an entity or person sufficient hangar space to hangar the Sublessee's aircraft and any needed office space to perform Subtenant's aircraft operations pursuant to a template sublease agreement ("Template Agreement") that was prior approved by Lessor. Should Lessee wish to sublease a portion of the Leased Premises other than through a Template Agreement, it must obtain Lessor prior written approval in accordance with Section 19.B. above. All Subtenants intending to conduct business at the Airport must first obtain a commercial permit from the Director of Aviation. Upon entering into a sublease with a Subtenant, Lessee will provide written notice to Lessor that includes the name, address, tail number, aircraft model, length of term of sublease, and a copy of the sublease.

20. <u>Agreements with United States</u>:

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.

21. <u>Lessee's Default</u>:

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, fees, additional rent, or pro rata portion of fuel farm insurance 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. Lessee shall have thirty (30) days to cure any default. In the case of a continuing event of default by Lessee, Lessor shall have the following remedies 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 sixty (60) days prior written notice given to Lessee specifying the date of termination, and Lessee shall within said sixty (60) day period vacate the Leased Premises, Ramp, and Fuel Tanks and surrender possession thereof to Lessor.

(2) Without terminating this Lease, retake possession of the leased areas and relet the same or any part thereof for such term or terms and upon such other conditions as Lessee in its reasonable judgment shall determine. If the rent, fees, and other charges are less than those provided for herein, Lessee shall be responsible and liable for any deficiency between the amount of the rent, fees and charges provided for herein and those received through such reletting. Lessor shall not be responsible or liable for any failure to relet the leased premises or any part thereof, or failure to collect any rent, fees, or other charges due upon such reletting. No notices from Lessor hereunder or under a forcible entry and detainer statute or similar law shall constitute an election by Lessor to terminate this Lease unless such notice specifically so states. Lessor reserves the right following any such reentry and/or reletting to exercise its right to terminate this Lease as provided in Section 21.B.(1) above.

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.

22. 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 with a copy to City of Pueblo, City Attorney's Office, 1 City Hall Place, Pueblo, Colorado 81003. All notices required to be given to Lessee hereunder shall be in writing and sent by certified mail, addressed to Freeman Holdings of Colorado, LLC, Attn: Scott Freeman, 16221 Foster Street, Overland Park, Kansas 66085, email: sfreeman@pvillc.com; with a copy to Freeman Holdings Group, Attn: Reese Hays, 16221 Foster Street, Overland Park, Kansas 66085, email: rhays@freeemanholdingsgroup.com, 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.

23. 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, Ramp, and Fuel Tanks. No activity shall be undertaken by Lessee, its guests, employees, agents, contractors, or subcontractors, on all or any portion of the Leased Premises, Ramp, and Fuel Tanks 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, Ramp, and Fuel Tanks or any part thereof in violation of any Environmental Regulations; (ii) any portion of the Leased Premises, Ramp, and Fuel Tanks 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. Except to the extent Lessor is covered by an insurance policy, 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, Ramp, and Fuel Tanks, or any part thereof, by Lessee, its employees, agents, guests, contractors and subcontractors.

24. <u>Law, Rules and Regulations</u>:

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, Ramp, and Fuel Tanks, 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. If any provision of this Lease shall conflict with any provision of the minimum standards or 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 secured at all times except for ingress and egress. Only public road going automobiles under escort will be permitted on the air operations area. Any public road going 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.

25. <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, Ramp, and Fuel Tanks, or in the event of any planned modification or alteration of any present or future building or structure on the Leased Premises, Ramp, or Fuel Tanks.

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, Ramp, and Fuel Tanks, 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, Ramp, and Fuel Tanks 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, Ramp, and Fuel Tanks 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, Ramp, and Fuel Tanks 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, Ramp, and Fuel Tanks 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, Ramp, or Fuel Tanks 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, Ramp, and Fuel Tanks, in which event, Lessee 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, Ramp, and Fuel Tanks. Lessor will attempt to ensure such easements or rights of way will not impede, prohibit, or infringe upon Lessee's ability to carry out its authorized uses of the Leased Premises, but makes no guarantees as to such.

L. Lessee agrees to annually complete and submit a Department of Transportation - Federal Aviation Administration Airport Activity Survey (FAA Form 1800-31), as may be amended, that documents Lessee's air taxi-commercial passenger enplanements for each calendar year.

M. It is not the intent of this Lease to grant to Lessee the exclusive right to provide any or all of the services which Lessee may engage in at any time during the term of this agreement. Accordingly, the Lessor reserves the right, to grant others certain rights and privileges upon the Airport which may be similar in part or in whole to those granted to Lessee, in accordance with any applicable minimum standards and procedures adopted by the Lessor and amended from time to time for the Airport. Nothing herein shall prevent Lessor from entering into leases or subleases with other tenants who may be in competition with the rights and privileges granted to Lessee hereunder.

26. <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, Ramp, and Fuel Tanks 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.

E. Notwithstanding anything contained herein that may be or appear to the contrary, it is expressly understood and agreed that the rights granted under this agreement are non-exclusive and the Lessor reserves the right to grant similar privileges to another operator or operators on other parts of the Airport. It is not the intent of the Lease to grant to Lessee the exclusive right to provide any or all of the services Lessee may engage in at any time during the term of the Lease. Accordingly:

(1) Lessor reserves the right, to grant others certain rights and privileges upon the Airport which may be similar in part or in whole to those granted to Lessee, in accordance which any applicable minimum standards and procedures adopted by Lessor and amended from time to time.

(2) Nothing shall prevent Lessor from entering into leases or subleases with other tenants who may be in competition with the rights and privileges granted to Lessee hereunder. However, the Lessor agrees not to enter into any sublease, lease, contract or other agreement with any similarly situated full service fixed base operator at the Airport, which contains more favorable terms than this lease or grants rights, privileges or concessions which are not granted to Lessee herein, to the extent required by FAA Grant

Assurances, except where such differences are nondiscriminatory and substantially comparable.

(3) Lessor will require that a competitor make an investment sufficient to meet the full requirements of the Airport's applicable minimum standards prior to competitor's operation.

F. The Lessee for itself, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree 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 Lease for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the Lessee will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Pertinent List of Nondiscrimination Authorities (as may be amended) such that no person on the grounds of race, color, religion, national origin, sex, disability, or age, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

(2) In the event of breach of any of the above Nondiscrimination covenants, City will have the right to terminate the agreement and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the agreement had never been made or issued.

27. <u>Prior Agreements</u>:

Upon the Effective Date, Lease No. 1 and Lease No. 2, as each were amended and assigned, will immediately terminate and all of Flower's interests in Lease No. 1, Lease No. 2, the Leased Premises, Ramp, and Fuel Tanks shall terminate and Flower's rights to the same will cease and be of no force nor effect. All other agreements entered into between Lessor and Flower and all other interests in property at the Airport held by Flower will also terminate on the Effective Date. All interest in the Leased Premises, Ramp, and Fuel Tanks shall be held solely by Lessee in accordance with the terms of this Lease. All parties acknowledge and agree that the Leased Premises, Ramp, and Fuel Tanks, and all structures and improvements thereon, are owned solely by Lessor and Lessor has all rights and powers to lease the same.

28. <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, Ramp, and Fuel Tanks "AS IS, WHERE IS, WITH ALL FAULTS" in their present condition. Lessor makes no representation or warranties of any kind or character, express or implied, with respect to the Leased Premises, Ramp, and Fuel Tanks, 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, Ramp, and Fuel Tanks 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, Ramp, and Fuel Tanks. Lessor shall be under no obligation to maintain the Leased Premises, Ramp, and Fuel Tanks 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 herein shall not apply, and the Lessee may use the Leased Premises, Ramp, and Fuel Tanks 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, Ramp, Fuel Tanks, 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, Ramp, and Fuel Tanks. Lessee's taking of possession of the Leased Premises, Ramp, and Fuel Tanks shall be conclusive evidence that Lessee accepts the Leased Premises, Ramp, and Fuel Tanks in their present condition and that the Leased Premises, Ramp, and Fuel Tanks are 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, Ramp, and Fuel Tanks 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.

[Remainder of page intentionally left blank.]

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:

Freeman Holdings of Colorado, LLC
a Colorado limited liability company

By_____
Francis B. Freeman Jr.

Title: Managing Member

FLOWER:

Rocky Mountain FBO, LLC
a Colorado limited liability company
d/b/a/ Flower Aviation FBO

By_____

Name _____

Title:_____

Exhibit A
All Leased Areas



Exhibit B
Structures and Ground Lease

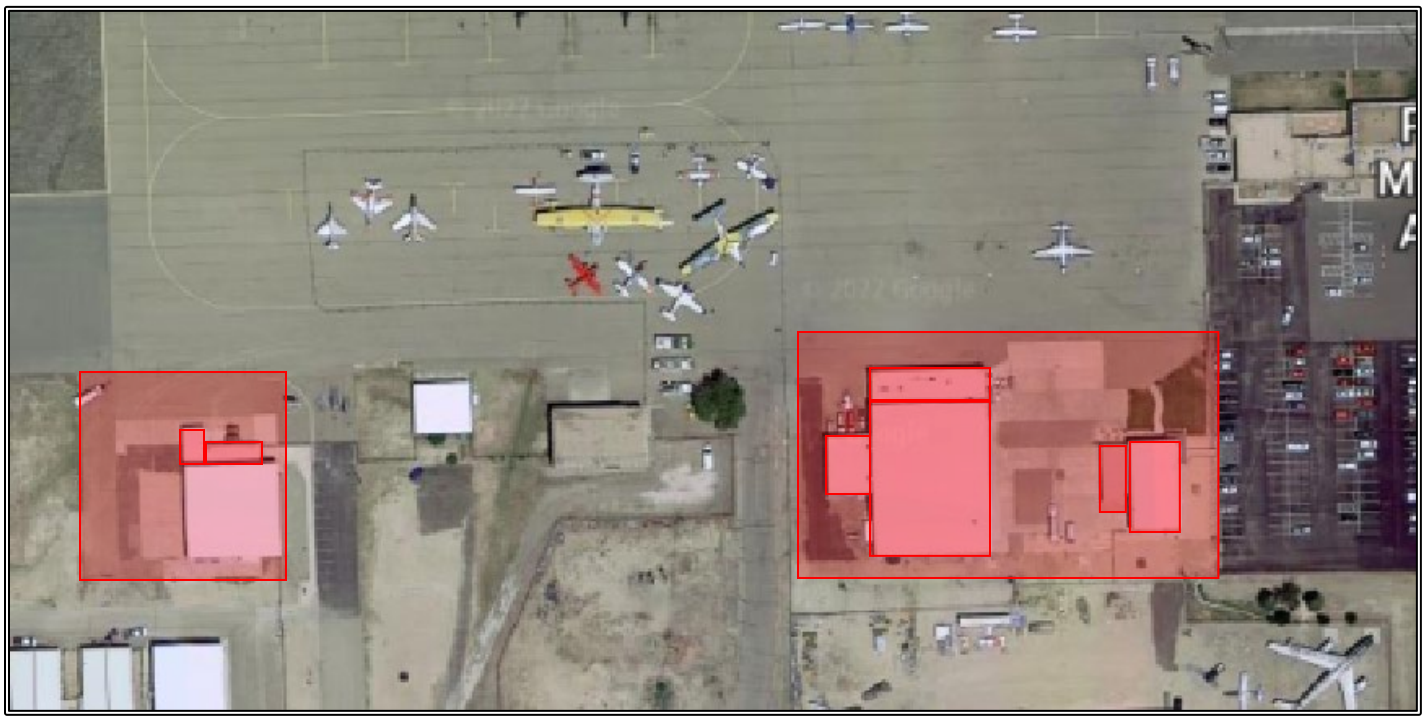


Exhibit C
Ramp Area



Exhibit D
Fuel Tanks



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: June 27, 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 AUTHORIZING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF PUEBLO, A MUNICIPAL CORPORATION, AND ROCKY MOUNTAIN S.E.R./JOBS FOR PROGRESS, INC., REGARDING THE PUEBLO FOOD PROJECT'S ENTREPRENEUR START-UP PROGRAM, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

SUMMARY:

Attached is an Ordinance approving and authorizing a Memorandum of Understanding ("MOU") with Rocky Mountain S.E.R./Jobs for Progress, Inc. ("RMSER") for the short term rental of a room for the Pueblo Food Project's Entrepreneur Start-up program.

PREVIOUS COUNCIL ACTION:

Not applicable to this Ordinance.

BACKGROUND:

The room to be rented, Room 114, is contained within the grounds of RMSER's Empowerment Center at 330 Lake Avenue, Pueblo, Colorado. It will be used as a working classroom and collaborative resource center for education, an office, storage space, and for other programmatic related needs of the Pueblo Food Project's Food Entrepreneurial Start-up program.

FINANCIAL IMPLICATIONS:

Under the attached MOU, the City would pay RMSER a flat rate of $7,800 for the short term rental access.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

If this Ordinance is not approved, the Pueblo Food Project will need to find another location to host community educational programming.

RECOMMENDATION:

Approval of the Ordinance.

Attachments:
Proposed Ordinance
Proposed Memorandum of Understanding

ORDINANCE NO. 10221

AN ORDINANCE APPROVING AND AUTHORIZING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF PUEBLO, A MUNICIPAL CORPORATION, AND ROCKY MOUNTAIN S.E.R./JOBS FOR PROGRESS, INC., REGARDING THE PUEBLO FOOD PROJECT'S ENTREPRENEUR START-UP PROGRAM, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

WHEREAS, the City of Pueblo ("City") is desirous of obtaining a location for food systems educational programming; and

WHEREAS, Rocky Mountain S.E.R./Jobs for Progress, Inc. ("RMSER") shares the Pueblo Food Project's desire and mission of improving the delivery of community services and resources and wishes to maintain a collaborative relationship for responsive solutions to community needs; NOW, THEREFORE,

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

SECTION 1.

The Memorandum of Understanding ("MOU") between the City of Pueblo, a Municipal Corporation, and Rocky Mountain S.E.R./Jobs for Progress, Inc., 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 aforesaid MOU in the name of the City and the City Clerk is directed to affix the seal of the City thereto and attest same.

SECTION 3.

Funds in the total amount of $7,800 shall be paid from Project CI2014 – PFP Entrepreneur Start Up Program.

SECTION 4.

The officers and staff of the City are authorized to perform any and all acts consistent with this Ordinance and the attached MOU, which are necessary or appropriate to implement the transactions described therein.

SECTION 5.

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

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on June 27, 2022.

Final adoption of Ordinance by City Council on July 11, 2022.

President of City Council

Action by the Mayor:

☒ Approved on July 13, 2022.

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

President of City Council

ATTEST

City Clerk

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is made and entered into this __ day of _____, 2022 ("Effective Date"), by and between **Rocky Mountain S.E.R./Jobs for Progress, Inc.**, hereinafter referred to as the "RMSER", and the **City of Pueblo, a Municipal Corporation**, through the **Pueblo Food Project**, hereinafter referred to as "PFP", collectively the Parties.

PURPOSE STATEMENT:

WHEREAS, RMSER desires to continue its active role in community service and charitable community activities through the establishment of ongoing, collaborative relationships with community organizations like PFP to promote access to community services and resources for all Pueblo residents; and

WHEREAS, PFP shares RMSER's desire and mission of improving the delivery of community services, resources and to maintain a collaborative relationship for responsive solutions to community needs;

WHEREAS, PFP has worked to address hunger, food insecurity and to strengthen its community's ability to fortify its own responses to food access issues;

WHEREAS, RMSER desires to be a collaborative partner with PFP by improving existing services and creating of new solutions and opportunities for residents in Pueblo, Colorado (and surrounding counties).

NOW, THEREFORE, the Parties agree to the following:

INTENT: To establish a cooperative relationship and work together to provide human health and wellness services, projects, programming, and solutions for all families in Pueblo Colorado and surrounding areas, and to continue to collaborate on future projects and programs to positively impact and serve the greater good of all.

SCOPE OF SERVICES & PERFORMANCE: Parties further agree that:

<u>RMSER will</u>:

- Provide a 1 year Rental of Room 114, contained within the grounds of RMSER's Empowerment Center at 330 Lake Avenue, Pueblo, Colorado, for use as a working classroom and collaborative resource center for education, office, storage and other programmatic related needs of the Pueblo Food Project's Food Entrepreneurial Program.
    - The rental will be for Room 114 from June 1, 2022 through May 31, 2023. This will include access during normal business hours (7 am to 8 pm, Monday through Sunday) for the

Entrepreneurial Program staff and students for the purposes of group project work, meetings, and planning sessions.
    - It will also include access to Room 114 June 1,2022 to May 31,2023 during the term of this MOU, for actual class instruction time.
    - It will also include access and use of (1 day) Kitchen usage (monthly) on the following dates: June 2022, July 2022, August 2022, September 2022, November 2022, December 2022, January 2023, February 2023, March 2023, April 2023, and May 2023 . This access and use will be from 5:00pm -8:00pm on these evenings and PFP will be responsible for cleaning, and repair if applicable.
    - The Rental Fee for 1 year use will be a flat fee of $7,800.00, and shall be inclusive of all utilities, cam fees, and property taxes if applicable. In Lieu of a Damage Deposit, Pueblo Food Project will pay the entire fee ($7,800.00) up front, prior to start of the 1 year Rental access.
    - This rental will also include 2 keys. One key will be to get access into the RMSER Empowerment Center at 330 Lake Avenue in Pueblo Colorado. The other key will be for access into room 114.
- Collaborate with PFP in creating future activities and opportunities to improve and empower social and community conditions for the City of Pueblo and its surrounding communities.
- Collaborate with PFP to offer opportunities for community engagement and training, as opportunities arise.
- Share responsibility in seeking out additional resources for the Pueblo community.

<u>The Pueblo Food Project will:</u>

- Rent Room 114 at RMSER's Empowerment Center located at 330 Lake Avenue for $7,800 for a term from June 1, 2022 to May 31, 2023.
    - Pueblo Food Project shall have the ability to use agreed upon premises (Room 114 and additional nights in Kitchen and Cafeteria) to further its organizational interests, including schooling, office, storage, and related uses.
    - Pueblo Food Project, at its own expense, will comply promptly with all applicable statutes, ordinances, rules, regulations, orders, restrictions of record and requirements in effect during the Term or any part of the Term hereof that regulate the use of the Premises and that pertain to Pueblo Food Project's use of the Premises.
    - Pueblo Food Project understands and agrees that the Premises is accepted in its current as-is, where-is condition with all faults and without representation or warranty by RMSER of any kind, including, the suitability thereof for PFP's intended use. No promises to construct, alter, remodel, or improve the Premises and no representations concerning the condition of the Premises have been made by RMSER to PFP other than as may be expressly stated in this MOU. Pueblo Food Project accepts possession of the Premises on the Possession Date in their then-current condition on an "AS IS, WHERE IS AND WITH ALL FAULTS" basis.
    - Pueblo Food Project shall, at its sole cost and expense, keep and maintain in good order, condition, and repair all portions of the Premises utilized by PFP as part of this agreement, not required to be maintained by RMSER as provided below. PFP shall make, at PFP's expense, all necessary nonstructural minor repairs to the Premises if said repairs are required due to PFP's staff or guests. Minor repairs shall include such items as repairs of floors, walls, fixtures, doors, and other parts of the Premises damaged by PFP's staff or guests but shall not include normal wear and tear ("Minor Repairs"). Minor Repairs shall not include repairs

to major mechanical systems, plumbing, heating and air conditioning units, windows, exterior walls or to the roof of the building.
    - PFP shall, at its own expense, maintain a policy or policies of comprehensive general liability insurance.
    - If this agreement needs to be extended, it must be done in a signed writing by both parties prior to May 31, 2023.
- Collaborate with RMSER in creating future activities and opportunities to improve and empower social and community conditions for the City of Pueblo and its surrounding communities.
- Collaborate with RMSER to offer opportunities for community engagement and training, as opportunities arise.
- Share responsibility in seeking out additional resources for the Pueblo community.

JOINT EFFORTS:
- The Parties hereby agree to collaborate on maintaining open and ongoing communication, and each may maximize supportive efforts for the other, while utilizing resources to accomplish in unison, their respective Mission and Vision objectives.
- The Parties will problem solve together to determine how best to approach and provide community solutions. Together where applicable
- The Parties may post respective logos on website and co-market the efforts together with the written consent of the Parties.

NOTICES: Notices concerning this MOU shall be given to RMSER as follows:

Rocky Mountain S.E.R./Jobs for Progress, Inc.
Attn: Lance Vieira, COO
3555 Pecos Street
Denver, CO 80211
Email: Lance@rmser.org

Notices concerning this MOU shall be given to PFP as follows:

Mayor's Office
Pueblo Food Project
1 City Hall Place
Pueblo, CO 81003

With a copy to:

Law Department
1 City Hall Place
Pueblo, CO 81003

MODIFICATION OF AGREEMENT: All modifications to this agreement shall be in writing and signed by both Parties.

TIME OF PERFORMANCE: The term of this MOU shall commence on the Effective Date and shall expire and terminate on May 31, 2023.

NO THIRD-PARTY BENEFICIARIES; NO WAIVER OF IMMUNITIES: Nothing in this MOU is intended, nor should it be construed, to create any rights, claims, or benefits or assume any liability for or on

behalf of any third party, or to waive any immunities or limitations conferred under federal or state law, including but not limited to the Colorado Governmental Immunity Act, § 24-10-101 et seq., C.R.S.

WAIVER OF BREACH: A waiver by any party to this MOU of the breach of any term or provision of this MOU shall not operate or be construed as a waiver of any subsequent breach by either party.

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

IN WITNESS WHEREOF, the Parties hereto have executed this Memorandum of Understanding as of the day and year above written.

SIGNATURES:

ROCKY MOUNTAIN S.E.R./Jobs for Progress, Inc.
3555 Pecos Street
Denver, CO 80211

By: _____
Christopher W. Hall, CEO

CITY OF PUEBLO, a Municipal Corporation
1 City Hall Place
Pueblo, Colorado 81003

By: _____
Nicholas A. Gradisar, Mayor

City Clerk's Office Item # S-1

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: July 11, 2022

TO: President Heather Graham and Members of City Council

CC: Nicholas A. Gradisar, Mayor

VIA: Marisa Stoller, City Clerk

FROM: Steven Meier, Director of Parks and Recreation

SUBJECT: AN EMERGENCY ORDINANCE APPROVING AND ACCEPTING A GRANT FROM THE COLORADO DEPARTMENT OF LOCAL AFFAIRS (DOLA) FOR THE STATE'S POOLS SPECIAL INITIATIVE PROGRAM, AUTHORIZING THE MAYOR TO EXECUTE SAME, ESTABLISHING PROJECT NO. CI2211, BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF $25,000 TO SAID PROJECT NO. CI2211

SUMMARY:

This Emergency Ordinance approves and accepts a Pools Special Initiative Program grant from the Colorado Department of Local Affairs, authorizes the Mayor to execute the grant project award notification, establishes Project No. CI2211, and budgets and appropriates $25,000.00 to Project No. CI2211.

PREVIOUS COUNCIL ACTION:

Not applicable to this Ordinance.

BACKGROUND:

On June 24, 2022, the City of Pueblo, along with numerous other Colorado municipalities and agencies, applied for the Governor's "Pools Special Initiative" grant to receive state funding to help ensure public swimming pools across the State of Colorado are open and properly staff in time for the July 4th holiday and for the remainder of the summer months.

On June 30, 2022, Governor Polis announced the grants ahead of the July 4th holiday weekend, where the City of Pueblo along with seventy-one other municipalities and agencies across Colorado would receive funds to help swimming pools to open and expand hours this summer in light of the country's workforce shortage. Pueblo was one of the few in Southern Colorado who received this maximum grant amount.

The "Pools Special Initiative 2022" provides incentives to attract and retain public pool employees through the summer and ensure adequate staffing levels to allow pools to open at maximum capacity. The grant will be beneficial in keeping qualified lifeguards, ensuring that our pools can increase operating hours and stay open longer in the summer after many lifeguards return to school in the fall, and expanding capacity to teach life-saving swim lessons.

FINANCIAL IMPLICATIONS:

The grant award funds will be utilized to cover additional personnel expenses at the City's four outdoor swimming pools as a result of increased operating hours and programs through the end of the summer season, which ends on Labor Day, September 5, 2022.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

If this Ordinance is not approved, the City will be required to return the grant funds to the Colorado Department of Local Affairs, and the City swimming pools will not add additional operating hours or days to enhance the recreational swimming needs of the community.

RECOMMENDATION:

Approval of the Ordinance.

Attachments:
PSI-22-003 City of Pueblo – Pools Special Initiative 2022 Grant Award and Next Steps Agreement

ORDINANCE NO. 10222

AN EMERGENCY ORDINANCE APPROVING AND ACCEPTING A GRANT FROM THE COLORADO DEPARTMENT OF LOCAL AFFAIRS (DOLA) FOR THE STATE'S POOLS SPECIAL INITIATIVE PROGRAM, AUTHORIZING THE MAYOR TO EXECUTE SAME, ESTABLISHING PROJECT NO. CI2211, BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF $25,000 TO SAID PROJECT NO. CI2211

WHEREAS, on June 30, 2022, the City of Pueblo was notified by the Colorado Department of Local Affairs that it will receive grant funds in the amount of $25,000.00 for the Governor's Pools Special Initiative 2022 (PSI) program; and

WHEREAS, if the PSI program and grant funds are not immediately approved, and the $25,000.00 is not budgeted and appropriated, staff will not be recruited and retained for public swimming pools per the PSI program prior to closure of the pool season on September 5, 2022; and

WHEREAS, acceptance and execution of the grant and the budgeting and appropriating of the associated $25,000.00 is immediately needed for Pueblo's public swimming pools in order: (1) to attract and retain public pool employees through the summer and ensure adequate staffing levels, where having insufficient staff and lifeguards at public pools would create conditions hazardous to the public health and safety; and (2) to attract and retain public pool employees to preserve public pool properties and ensure they does not fall into a derelict or dangerous condition; and

WHEREAS, in accordance with Charter Section 3-20, an emergency ordinance is required for the immediate preservation or protection of public health, property, or safety, and the completion of the PSI program and acceptance of the grant is declared an emergency. NOW, THEREFORE,

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

SECTION 1.

The Pools Special Initiative 2022 Grant ("Grant") between the City of Pueblo, a Municipal Corporation, and the Colorado Department of Local Affairs, a copy of which is attached hereto, having been approved as to form by the City Attorney, is hereby approved.

SECTION 2.

The Mayor is authorized to accept the Grant in the name of the City and the City Clerk is directed to affix the seal of the City thereto and attest same.

SECTION 3.

Project No. CI2211 – Pools Special Initiative Grant is hereby established.

SECTION 4.

Funds in the amount of $25,000.00 are hereby accepted from the Colorado Department of Local Affairs pursuant to the Grant and are hereby budgeted and appropriated to Project No. CI2211 – Pools Special Initiative Grant.

SECTION 5.

Grant funds shall be used in accordance with the PSI-22-003 City of Pueblo – Pools Special Initiative 2022 Grant Award and Next Steps Agreement notification received on June 30, 2022.

SECTION 6.

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

SECTION 7.

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

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on July 11, 2022.

Final adoption of Ordinance by City Council on July 11, 2022.

_____
President of City Council

Action by the Mayor:

☒ Approved on July 13, 2022 .

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

_____
Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

_____
President of City Council

ATTEST

_____
City Clerk

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COLORADO
Department of Local Affairs
Division of Local Government

June 29, 2022

Nicholas Gradisar, Mayor
City of Pueblo
1 City Hall Place
Pueblo, CO 81003

RE: PSI-22-003 – City of Pueblo - Pools Special Initiative 2022 - Grant Award and Next Steps Agreement

Dear Mayor Gradisar:

The Colorado Department of Local Affairs (DOLA) has reviewed your application for the Pools Special Initiative 2022 (PSI) program, a State funded initiative. As DOLA's Executive Director, I am pleased to inform you of your award of $25,000.00. Your submitted application and this award letter serve as your agreement with the State. Recipients of these funds do **not** require any additional contracts.

By accepting the funding, you as the PSI grantee are agreeing to spend the funds on recruitment and retention efforts for public swimming pool employees within your jurisdiction and are agreeing to the attached Terms & Conditions.

You must make two separate advance requests using DOLA's online grants portal system to obtain your grant funding:

- 1st half - upon receipt of this agreement, and
- 2nd half - upon fully expending and reporting on the 1st half.

The first advance request should be submitted as soon as possible after the Effective Date of this signed award letter. The advance request form, as well as the report form, are included along with this grant award letter agreement.

Thank you for your interest in the Pools Special Initiative 2022 program. Please contact your regional manager with any questions.

Sincerely,

Rick M. Garcia

Rick M. Garcia
Executive Director

cc: Luann Martinez, Responsible Administrator
Tara Marshall, DOLA Regional Manager

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

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

DocuSigned by:
Beulah Messick - DOLA
090ACD88A721474...

By: Beulah Messick, Controller Delegate

Effective Date: 6/30/2022 | 3:15 PM MDT

CMS# 177165 VCUST# 14170 ADDR AD001 EFT DLG# 22-003

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Pools Special Initiative 2022 - Grant Award
Terms & Conditions

1. **Statutory Authority**. C.R.S. 24-32-106(1)(c)
2. **Funding Period**: July 1, 2022 through September 30, 2022
3. **Use of Funds**
    - **a.** Grant funds will only be spent on costs associated with the recruitment and retention of public swimming pool employees. Eligible expenses include but are not limited to:
        - any expenses related to recruitment of public swimming pool employees such as marketing and advertising, job board fees, referral bonuses;
        - any expenses related to retention of public swimming pool employees such as to pay increases, signing bonuses, fringe benefits, team building opportunities, employee appreciation expenses.
    - **b.** Grantee counties, municipalities, and special districts understand that any grant funds expended outside of the intent of this program must be returned to the Department of Local Affairs within 30 days of the ruling by DOLA of improper fund use.
    - **c.** Grant funds expire September 30, 2022. Grantee counties, municipalities, and special districts must not incur any expenses after September 30, 2022.
    - **d.** Ineligible expenses include but are not limited to: any expenses not related to recruitment and retention of public swimming pool employees such as utilities, pool supplies, pool equipment and furniture, maintenance expenses, recruitment and retention expenses for non-swimming pool employees, training*, any expenses already accounted for in your current budget. **for assistance with training costs, contact your local workforce center.*
4. **Documentation.** Recipient shall retain documentation on all uses of the funds, including invoices, receipts, data and financial records, and any other documentation that establishes compliance for up to three (3) years after the final report is approved using PSI funds. Such documentation shall be provided to DOLA or its duly authorized representatives upon request.
5. **Monitoring**.
    - **a.** DOLA or the State of Colorado reserves the right to initiate detailed monitoring or auditing of any grantee at its sole discretion.
    - **b.** The review shall provide assurance that the information self-reported by Grantee is accurate and complete, and identify unallowable or questionable expenditures for follow-up. When concerns are noted during the review process, the Grantee shall provide documentation of the expenditures or accounting practices to DOLA for verification.
    - **c.** Funds spent outside of the stated program intent must be returned to DOLA within 30 days of identification by DOLA of improper use.
6. **Financial Reporting**.
    - **a.** Recipient counties, municipalities, and special districts must provide DOLA with itemized reports upon the complete expense of both (2) advance payments detailing how grant funds were spent. Invoices and proof of payment must be provided to support the expenditures.
    - **b.** Recipient counties, municipalities, and special districts must submit a final report upon the completion of the project.
    - **c.** Any unspent funds must be returned to DOLA no later than October 31, 2022 and prior to submitting the final report. Unspent funds will be deobligated by DOLA.
7. In the event of a conflict between the terms and conditions of the Grantee's Application and the terms and conditions of this award agreement letter, the terms and conditions of this award agreement letter shall prevail.