REGULAR CITY COUNCIL MEETING
CITY COUNCIL CHAMBERS - CITY HALL
#1 CITY HALL PLACE
MONDAY, August 8, 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: Member Of City Council

C. PLEDGE OF ALLEGIANCE

D. ROLL CALL

E. SPECIAL RECOGNITIONS

E.1. Proclamation Presentation: "Pueblo LGBTQ+ PRIDE Day – August 21, 2022" – Tommy Farrell, President Of Southern Colorado Equality Alliance

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, July 25, 2022*** as distributed.

Documents:

07-25Minutes.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 RATIFYING AN EMERGENCY CONSTRUCTION CONTRACT IN THE AMOUNT OF $49,999 TO DOUG VAUGHN, LLC., FOR PROJECT NO. 22-068E 13TH AND OGDEN EMERGENCY CONCRETE AND ASPHALT REPAIR PROJECT AND APPROVING THE PURCHASING AGENT'S EXECUTION OF SAME

Documents:

Resolution_14952.pdf
Bid Summary.pdf

M.2. A RESOLUTION AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF $182,399 TO TOLIN MECHANICAL AND SETTING FORTH $36,480 FOR CONTINGENCIES, FOR PROJECT NO. 22-047, HVAC ROOF TOP UNIT REPLACEMENT FOR PUEBLO TRANSIT AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

Documents:

Resolution_14953.pdf
Bid Summary.pdf

M.3. A RESOLUTION RATIFYING AN EMERGENCY CONSTRUCTION CONTRACT IN THE AMOUNT OF $97,897.44 WITH PARKER EXCAVATION, INC. FOR EMERGENCY SANITARY SEWER POINT REPAIR AT 1201 FRANCISCO PROJECT NO. 20-059 (WWAN03) AND APPROVING THE PURCHASING AGENT'S EXECUTION OF SAME

Documents:

Resolution_14954.pdf
Bid Summary_Change Order_Map.pdf

M.4. A RESOLUTION AUTHORIZING THE CITY OF PUEBLO TO REFUND SANITARY SEWER FEES OF $87,797 TO GOODRICH CORPORATION

Documents:

Resolution_14955.pdf
Refund_Documents.pdf

M.5. A RESOLUTION TRANSFERRING $20,000 IN THE "PROJECTS TO BE DETERMINED" ACCOUNT IN THE EXCESS COURT FINES FUND TO THE VEHICLES AND ROLLING STOCK ACCOUNT IN THE EXCESS COURT FINES FUND

Documents:

Resolution_14956.pdf

M.6. A RESOLUTION AWARDING AN AGREEMENT FOR PROFESSIONAL SERVICES IN THE AMOUNT OF $8,000 TO SHERIE SHAFFER TO COMPLETE WORK AS THE SUCCESSION PLANNING COORDINATOR FOR PUEBLO FOOD PROJECT IN PARTNERSHIP WITH CIVIC CANOPY

Documents:

Resolution_14966.pdf
Professional Sevices Agreement.pdf

M.7. A RESOLUTION APPROVING A SERVICE AGREEMENT BETWEEN THE CITY OF PUEBLO AND FLAHERTY AND HOOD, P.A. IN THE AMOUNT OF $101,250 AND SETTING FORTH $3,750 IN CONTINGENCIES FOR CONSULTING SERVICES FOR THE PERFORMANCE OF A COMPREHENSIVE COMPENSATION STUDY AND ANALYSIS AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

Documents:

Resolution_14967.pdf
Professional Sevices Agreement.pdf

M.8. A RESOLUTION AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT TO ESA PUEBLO, LLC FOR THE USE OF THE NORTH ELIZABETH STREET RIGHT OF WAY AT 6020 NORTH ELIZABETH STREET FOR THE PURPOSE OF INSTALLING TREES

Documents:

Resolution_14957.pdf
Revocable Permit.pdf

M.9. A RESOLUTION AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT TO PAPA JOSE'S, FOR THE USE OF THE SOUTH UNION AVENUE RIGHT OF WAY TO CONTINUE USE OF THE EXISTING SIDEWALK CAFÉ AT 320 SOUTH UNION AVENUE

Documents:

Resolution_14958.pdf
Revocable Permit.pdf

M.10. A RESOLUTION AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT TO THE FOOD TRUCK UNION FOR THE USE OF A PORTION OF GOODNIGHT AVENUE INSIDE OF CITY PARK ON SUNDAY EVENINGS BETWEEN AUGUST 14TH AND OCTOBER 31ST TO HOST A WEEKLY FOOD TRUCK EVENT

Documents:

Resolution_14959.pdf
Revocable Permit.pdf

M.11. A RESOLUTION AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT TO PUEBLO COMMUNITY COLLEGE FOR THE USE OF ORMAN AVENUE IN BETWEEN HARRISON AVENUE AND ARTHUR STREET AND THEIR RIGHTS OF WAY TO HOLD A BACK-TO-SCHOOL RECRUITING EVENT ON SATURDAY, AUGUST 6, 2022

Documents:

Resolution_14960.pdf
Revocable Permit.pdf

M.12. A RESOLUTION AUTHORIZING THE CITY OF PUEBLO TO APPLY FOR A 2022 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) AND APPROVING A MEMORANDUM OF UNDERSTANDING CONCERNING RECEIPT AND DISBURSEMENT OF FUNDS FROM SAID GRANT AND AUTHORIZING THE MAYOR TO EXECUTE SAME

Documents:

Resolution_14961.pdf
JAG Project list.pdf

Memorandum of Understanding.pdf

M.13. A RESOLUTION APPROVING A DONATION OF PROPERTY AND RELEASE OF CLAIMS BETWEEN THE CITY OF PUEBLO, A MUNICIPAL CORPORATION, AND THE CITY OF LAMAR, COLORADO RELATING TO A CRAFCO CRACK FILL MACHINE LOCATED AT THE PUEBLO MEMORIAL AIRPORT

Documents:

Resolution_14962.pdf
Release of Claims.pdf
CFM Assurance.pdf

M.14. A RESOLUTION SETTING THE DATE, TIME AND PLACE FOR THE HEARING ON ANY OBJECTIONS TO AN ABATEMENT ASSESSMENT AS SEPTEMBER 16, 2022 AT 9:00 A.M. IN CITY COUNCIL CHAMBERS AND DIRECTING THE MAYOR TO APPOINT A HEARINGS OFFICER

Documents:

Resolution_14963.pdf

M.15. A RESOLUTION CONFIRMING THE APPOINTMENT BY THE MAYOR OF DEBORAH MACILROY TO THE ADA ADVISORY COMMITTEE

Documents:

Resolution_14964.pdf
Application.pdf

N. ORDINANCES – FIRST PRESENTATION

N.1. AN ORDINANCE APPROVING AN AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES IN THE AMOUNT OF $158,846.98 BETWEEN THE CITY OF PUEBLO, A MUNICIPAL CORPORATION, AND AECOM, FOR CONSULTING ENGINEERING SERVICES WITH RESPECT TO THE WEST 29TH STREET DRAINAGE IMPROVEMENTS DESIGN AND AUTHORIZING THE MAYOR TO EXECUTE SAME

Documents:

Ordinance_N-1.pdf
Engineering Services Contract.pdf

N.2. AN ORDINANCE APPROVING AND ACCEPTING COLORADO DEPARTMENT OF TRANSPORTATION (CDOT) AERONAUTICS DIVISION GRANT NO. 22-PUB-01 FOR FUNDS IN THE AMOUNT OF $18,412 FOR BOTH THE RUNWAY 8R-26L REHABILITATION DESIGN AND THE SNOW REMOVAL EQUIPMENT ACQUISITION PROJECTS, AUTHORIZING THE MAYOR TO EXECUTE SAME, BUDGETING AND APPROPRIATING $7,725 TO PROJECT NO. AP2205 – REHAB RUNWAY 8R-26L DESIGN & CONSTRUCTION, AND BUDGETING AND APPROPRIATING $10,687 TO PROJECT NO. AP2201 – SNOW REMOVAL EQUIPMENT (SRE)

Documents:

Ordinance_N-2.pdf
CDOT Aeronautics Division Resolution And Exhibits.pdf

N.3. AN ORDINANCE APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF PUEBLO AND THE PUEBLO REGIONAL BUILDING DEPARTMENT FOR

THE SHARING OF COSTS RELATED TO THE PUEBLO MEANS BUSINESS WEB-PORTAL, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

Documents:

Ordinance_N-3.pdf
InterGovernmental Agreement.pdf

N.4. AN ORDINANCE APPROVING A GRANT AWARD AGREEMENT BETWEEN THE CITY OF PUEBLO, A MUNICIPAL CORPORATION, AND STATE OF COLORADO, ACTING BY AND THROUGH THE COLORADO DEPARTMENT OF NATURAL RESOURCES, TO PROVIDE WILDLAND FIRE MITIGATION CREW TIME TO THE CITY, AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME

Documents:

Ordinance_N-4.pdf
Grant Agreement.pdf

N.5. AN ORDINANCE AMENDING ZONING RESTRICTIONS TO REZONE PARCELS 527306003 AND 527306004 FROM A-4, AGRICULTURAL FOUR ZONE DISTRICT TO I-2, INDUSTRIAL ZONE DISTRICT

Documents:

Ordinance_N-5.pdf
P_Z Report.pdf

N.6. AN ORDINANCE AMENDING CHAPTER 1 OF TITLE X AND CHAPTER 1 OF TITLE XV OF THE PUEBLO MUNICIPAL CODE WITH REGARDS TO ELECTRIC BICYCLES, ELECTRIC SCOOTERS, AND OTHER ELECTRIC DEVICES

Documents:

Ordinance_N-6.pdf

N.7. AN ORDINANCE APPROVING AND ACCEPTING AN AGREEMENT BETWEEN THE CITY OF PUEBLO AND THE U.S. DEPARTMENT OF JUSTICE, BUREAU OF ALCOHOL, TOBACCO, AND FIREARMS, REGARDING REIMBURSEMENT OF POLICE PERSONNEL OVERTIME AND OTHER EXPENSES ACCRUED WHILE WORKING JOINT OPERATIONS

Documents:

Ordinance_N-7.pdf
Memorandum of Agreement.pdf

N.8. AN ORDINANCE AMENDING TITLE XI OF THE PUEBLO MUNICIPAL CODE BY THE ADDITION OF A NEW CHAPTER 13 RELATING TO THE CREATION OF A COMMUNITY SERVICE OFFICER POSITION, AND ESTABLISHING AUTHORITY AND ENFORCEMENT POWERS IN ACCORDANCE THEREWITH

Documents:

Ordinance_N-8.pdf

N.9. AN ORDINANCE SUBMITTING TO THE ELIGIBLE ELECTORS OF THE CITY OF PUEBLO, COLORADO AT THE SPECIAL MUNICIPAL ELECTION TO BE HELD ON NOVEMBER 8, 2022, A QUESTION RELATING TO THE EXTENSION OF THE ONE-FIFTH PERCENT (.2%) SALES AND USE TAX RATE FOR FIVE YEARS FOR POLICE

PERSONNEL AND OPERATING COSTS AND THE ADOPTION OF ORDINANCE NO. 10260 TO IMPLEMENT THE EXTENSION

Documents:

Ordinance_N-9.pdf
Ordinance 10260.pdf

N.10. AN ORDINANCE SUBMITTING TO THE ELIGIBLE ELECTORS OF THE CITY OF PUEBLO, COLORADO AT THE SPECIAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 8, 2022, THE QUESTION OF RE-ESTABLISHING THE CITY'S AUTHORITY TO PROVIDE, OR TO FACILITATE OR PARTNER OR COORDINATE WITH SERVICE PROVIDERS FOR THE PROVISION OF, "ADVANCED (HIGH SPEED INTERNET) SERVICE," "CABLE TELEVISION SERVICE," AND "TELECOMMUNICATION SERVICE," EITHER DIRECTLY, INDIRECTLY, OR BY CONTRACT, TO RESIDENTIAL, COMMERCIAL, NONPROFIT, GOVERNMENT OR OTHER SUBSCRIBERS AND TO ACQUIRE, OPERATE AND MAINTAIN ANY FACILITY FOR THE PURPOSE OF PROVIDING SUCH SERVICES, RESTORING LOCAL AUTHORITY AND FLEXIBILITY THAT WAS REMOVED BY TITLE 29, ARTICLE 27, PART 1 OF THE COLORADO REVISED STATUTES, WITHOUT INCREASING TAXES

Documents:

Ordinance_N-10.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, August 22, 2022, And Order The Ordinances To Be Published BY TITLE.

P. REGULAR AGENDA

Q. RESOLUTIONS

Q.1. A RESOLUTION AUTHORIZING PAYMENT IN AN AMOUNT NOT TO EXCEED SIX HUNDRED SIXTY THOUSAND DOLLARS ($660,000) FROM PROJECT CI2113 - AMERICAN RESCUE PLAN ACT FOR TWO GOVERNMENT SERVICES PROJECTS AS AUTHORIZED BY SECTION 603(C)(1)(C) OF THE AMERICAN RESCUE PLAN ACT AND U.S. TREASURY FINAL RULE 31 CFR 35.6

Documents:

Resolution_14965.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 October 11, 2022 meeting

Documents:

Resolution_Q-2.pdf

R. ORDINANCES – FINAL PRESENTATION

R.1. AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO SIGN A SUBRECIPIENT AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND THE PUEBLO REGIONAL BUILDING DEPARTMENT, A GOVERNMENTAL ENTITY, FOR PREMIUM PAY FOR ELIGIBLE WORKERS PERFORMING ESSENTIAL WORK, AS AUTHORIZED BY SECTION 603 (C)(1)(B) OF THE AMERICAN RESCUE PLAN ACT AND U.S. TREASURY FINAL RULE 31 CFR 35.6 AND AUTHORIZING THE PAYMENT OF TWENTY-THREE THOUSAND FOUR HUNDRED FIFTY AND 74/100 DOLLARS ($23,450.74) FROM PROJECT NO. CI2113 - AMERICAN RESCUE PLAN ACT, FOR PURPOSES THEREOF

Documents:

Ordinance_10234.pdf
Subrecipient 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 SANGRE DE CRISTO HOSPICE AND PALLIATIVE CARE, A COLORADO NONPROFIT CORPORATION, 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 THIRTY-SEVEN THOUSAND FIVE HUNDRED DOLLARS ($37,500) FROM PROJECT NO. CI2113 - AMERICAN RESCUE PLAN ACT, FOR PURPOSES THEREOF

Documents:

Ordinance_10235.pdf
Subrecipient Agreement.pdf

R.3. AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO SIGN A SUBRECIPIENT AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND THE AMERICAN GI FORUM OF PUEBLO, A COLORADO NONPROFIT CORPORATION, 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 FORTY THOUSAND DOLLARS ($40,000) FROM PROJECT NO. CI2113 - AMERICAN RESCUE PLAN ACT, FOR PURPOSES THEREOF

Documents:

Ordinance_10236.pdf
Subrecipient Agreement.pdf

R.4. AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO SIGN A SUBRECIPIENT AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND THE PUEBLO SYMPHONY ASSOCIATION, INC., A COLORADO NONPROFIT CORPORATION, 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 SEVENTY-FIVE THOUSAND DOLLARS ($75,000) FROM PROJECT NO. CI2113 - AMERICAN RESCUE PLAN ACT, FOR PURPOSES THEREOF

Documents:

Ordinance_10237.pdf
Subrecipient Agreement.pdf

R.5. AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO SIGN A SUBRECIPIENT AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO

MUNICIPAL CORPORATION AND THE SENIOR RESOURCE DEVELOPMENT AGENCY, PUEBLO, INC., A COLORADO NONPROFIT CORPORATION, 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 EIGHTY-THREE THOUSAND SEVEN HUNDRED NINETY-ONE DOLLARS ($83,791) FROM PROJECT NO. CI2113 - AMERICAN RESCUE PLAN ACT, FOR PURPOSES THEREOF

Documents:

Ordinance_10238.pdf
Subrecipient Agreement.pdf

R.6. AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO SIGN A SUBRECIPIENT AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND THE COLORADO MISSION OF MERCY, INC., A COLORADO NONPROFIT CORPORATION, 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 TEN THOUSAND DOLLARS ($10,000.00) FROM PROJECT NO. CI2113 - AMERICAN RESCUE PLAN ACT, FOR PURPOSES THEREOF

Documents:

Ordinance_10239.pdf
Subrecipient Agreement.pdf

R.7. AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO SIGN A SUBRECIPIENT AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND HABITAT FOR HUMANITY OF PUEBLO, INC., A COLORADO NONPROFIT CORPORATION, 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 THREE HUNDRED THOUSAND DOLLARS ($300,000) FROM PROJECT NO. CI2113 - AMERICAN RESCUE PLAN ACT, FOR PURPOSES THEREOF

Documents:

Ordinance_10240.pdf
Subrecipient Agreement.pdf

R.8. AN ORDINANCE APPROVING AND ACCEPTING AIRPORT IMPROVEMENT PROGRAM (AIP) GRANT AGREEMENT NO. 3-08-0046-046-2022 FROM THE UNITED STATES OF AMERICA ACTING THROUGH THE FEDERAL AVIATION ADMINISTRATION FOR FUNDS IN THE AMOUNT OF $336,672 FOR COSTS RELATED TO SNOW REMOVAL EQUIPMENT ACQUISITION FOR THE PUEBLO MEMORIAL AIRPORT, AUTHORIZING THE MAYOR TO EXECUTE SAME, BUDGETING AND APPROPRIATING $345,533 TO PROJECT NO. AP2201, AWARDING THE EQUIPMENT PURCHASE TO WAUSAU EQUIPMENT COMPANY, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

Documents:

Ordinance_10241.pdf
Grant Agreement.pdf
Award Letter.pdf
Bid Summary.pdf
Department Certification.pdf

R.9. AN ORDINANCE APPROVING AND ACCEPTING AIRPORT IMPROVEMENT

PROGRAM (AIP) GRANT AGREEMENT NO. 3-08-0046-047-2022 FROM THE UNITED STATES OF AMERICA ACTING THROUGH THE FEDERAL AVIATION ADMINISTRATION FOR FUNDS IN THE AMOUNT OF $292,877 FOR COSTS RELATED TO THE REHABILITATION OF RUNWAY 8R/26L (PHASE 1 - DESIGN) AT THE PUEBLO MEMORIAL AIRPORT, ESTABLISHING PROJECT NO. AP2205 - REHAB OF RUNWAY 8R-26L DESIGN AND CONSTRUCTION, BUDGETING AND APPROPRIATING $300,585 TO SAID PROJECT, APPROVING AN AGREEMENT BETWEEN THE CITY OF PUEBLO, A MUNICIPAL CORPORATION, AND DIBBLE AND ASSOCIATES CONSULTING ENGINEERS, INC., FOR THE ENGINEERING DESIGN FOR SAID PROJECT, AND AUTHORIZING THE AUTHORIZING THE MAYOR TO EXECUTE SAME

Documents:

Ordinance_10242.pdf
Grant Agreement.pdf
Professional Services Agreement.pdf
Department Certification.pdf

R.10. AN ORDINANCE APPROVING A RENTAL AGREEMENT FOR THE USE OF AN OFFICE SPACE AND THE FIRE FIGHTING RELOAD BASE AT THE PUEBLO MEMORIAL AIRPORT BETWEEN THE CITY OF PUEBLO, A MUNICIPAL CORPORATION, AND THE STATE OF COLORADO DEPARTMENT OF PUBLIC SAFETY, DIVISION OF FIRE PREVENTION AND CONTROL, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

Documents:

Ordinance_10243.pdf
Lease Agreement.pdf

R.11. AN ORDINANCE APPROVING THE ASSIGNMENT OF A FUEL TANK AGREEMENT BY AND BETWEEN THE CITY OF PUEBLO, A MUNICIPAL CORPORATION, SAM C. BROWN, AND TRAVELAIRE SERVICES, INC., AND AUTHORIZING THE MAYOR TO EXECUTE SAME

Documents:

Ordinance_10244.pdf
Assignment of Fuel Tank Agreement.pdf
2006 Fuel Tank Agreement.pdf

R.12. AN ORDINANCE APPROVING THE ASSIGNMENT OF A HANGAR GROUND LEASE BY AND BETWEEN THE CITY OF PUEBLO, A MUNICIPAL CORPORATION, SAM C. BROWN, AND TRAVELAIRE SERVICES, INC., AND AUTHORIZING THE MAYOR TO EXECUTE SAME

Documents:

Ordinance_10245.pdf
Lease Assignment.pdf
Sale Contract to TravelAire.pdf

R.13. AN ORDINANCE APPROVING A DEPOSIT AGREEMENT BETWEEN THE CITY OF PUEBLO, A MUNICIPAL CORPORATION AND LEGENDS SUBDIVISION, LLC., A UTAH LIMITED LIABILITY COMPANY, STEPHANIE J. SUMMERS, DALE MAJORS, AND ALAN ROSE RELATED TO THE INSTALLATION AND CONSTRUCTION OF REQUIRED PUBLIC IMPROVEMENTS WITHIN RIVERS RUN SUBDIVISION AND AUTHORIZING THE MAYOR TO EXECUTE SAID AGREEMENT

Documents:

Ordinance_10246.pdf
Deposit Agreement.pdf

R.14. AN ORDINANCE APPROVING AND ADOPTING THE 2022 PUEBLO REGIONAL COMPREHENSIVE PLAN FOR THE PHYSICAL DEVELOPMENT OF PUEBLO, A COLORADO MUNICIPAL CORPORATION

Documents:

Ordinance_10247.pdf
Regional Comprehensive Plan.pdf
Memorandum.pdf
P_Z Report.pdf

R.15. AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AND RATIFYING THE MAYOR'S SIGNATURE TO A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND THE PRESIDENT AND FELLOWS OF HARVARD COLLEGE ACTING THROUGH THE BLOOMBERG HARVARD CITY LEADERSHIP INITIATIVE AT THE JOHN F. KENNEDY SCHOOL OF GOVERNMENT

Documents:

Ordinance_10248.pdf
Memorandum of Understanding.pdf

R.16. AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND THE FOUNTAIN CREEK WATERSHED, FLOOD CONTROL AND GREENWAY DISTRICT, A POLITICAL SUBDIVISION OF THE STATE OF COLORADO AND THE FOUNTAIN CREEK WATERSHED WATER ACTIVITY ENTERPRISE RELATING TO THE PUEBLO LEVEE SYSTEM FLOODPLAIN RESTORATION PROJECT

Documents:

Ordinance_10249.pdf
InterGovernmental Agreement.pdf

R.17. AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE A LETTER OF UNDERSTANDING BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AS BUYER, AND THE UNION PACIFIC RAILROAD COMPANY, A DELAWARE CORPORATION, AS SELLER, PERTAINING TO THE CONVEYANCE OF REAL PROPERTY TO FACILITATE THE PUEBLO LEVEE RESTORATION PROJECT

Documents:

Ordinance_10250.pdf
Letter of Understanding.pdf

R.18. AN ORDINANCE AMENDING THE FISCAL YEAR 2022 STAFFING ORDINANCE BY TEMPORARILY ADDING TWO (2) FIREFIGHTER POSITIONS WITHIN THE FIRE DEPARTMENT

Documents:

Ordinance_10251.pdf

R.19. AN ORDINANCE AMENDING CHAPTER 4 OF TITLE XI OF THE PUEBLO MUNICIPAL CODE WITH REGARDS TO WORKING GOATS AND IMPOSING NEW REQUIREMENTS IN ACCORDANCE THEREWITH

Documents:

Ordinance_10252.pdf

ADJOURN

REGULAR CITY COUNCIL MEETING
CITY COUNCIL CHAMBERS – CITY HALL
MONDAY, JULY 25, 2022 – 7:00 P.M.

MINUTES

A. CALL TO ORDER President Heather Graham

B INVOCATION Pastor Steve Cornella, Pueblo Christian Center

C. PLEDGE OF ALLEGIANCE

D. ROLL CALL

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

Council Members Present via Zoom: None.

Council Members Absent: Sarah Martinez.

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

E. SPECIAL RECOGNITIONS

- President Graham read the Mayoral Proclamation of Josephine Montera Day, July 27, 2022.

F. PUBLIC FORUM

- Rebecca Robles – Columbus Statue
- Michelle Garcia – Youth Awareness Week & Pawsitivity
- Aubree Adams – Marijuana
- Jim J. Major – JJ TV and FIXUSA

G. COUNCIL MEMBER AND MAYOR COMMENTARY

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

H. REVIEW AND APPROVAL OF THE AGENDA

The agenda was reviewed page by page.

Ms. Maestri, seconded by Ms. Winner, requested that items N-1 through N-7 be moved to the September 12, 2022 agenda.

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

Mr. Martinez Ortega, seconded by Mr. Flores, moved to approve the agenda as distributed.

MINUTES

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

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, July 11, 2022** as distributed.

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

K. CONSENT AGENDA

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

L. COMMUNICATIONS

L-1 NONE SUBMITTED

M. RESOLUTIONS

M-1 RESOLUTION NO 14939 AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF $183,467.50 TO DOUG VAUGHN, LLC., AND SETTING FORTH $27,520.50 FOR CONTINGENCIES, FOR PROJECT NO. 22-037 RIDGE DRIVE CONCRETE IMPROVEMENTS AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

M-2 RESOLUTION NO 14940 AWARDING AN AGREEMENT FOR PROFESSIONAL SERVICES IN THE AMOUNT OF $9,500 TO PERPETUAL HARVEST, LLC TO COMPLETE RESEARCH FOR THE PUEBLO FOOD PROJECT AND CITY OF PUEBLO ON A FARM TO SCHOOL ASSESSMENT

M-3 RESOLUTION NO 14941 AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT TO EL CAMINO HOMEOWNER'S ORGANIZATION, INC., A COLORADO NONPROFIT CORPORATION, FOR THE USE OF ENCINO DRIVE BETWEEN MILAGRO LANE AND VERDOSA DRIVE TO INSTALL A CENTER MEDIAN ISLAND

M-4 RESOLUTION NO 14942 AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT TO THE PUEBLO CHAMBER OF COMMERCE FOR THE USE OF GRAND AVENUE FROM CITY CENTER DRIVE TO UNION AVENUE, D STREET FROM VICTORIA AVENUE TO MAIN STREET, C STREET FROM VICTORIA AVENUE TO MAIN STREET, UNION AVENUE FROM CITY CENTER DRIVE TO B STREET, AND ALAN HAMEL AVENUE FROM UNION AVENUE TO MAIN STREET TO HOST THE ANNUAL CHILE AND FRIJOLES FESTIVAL

M-5 RESOLUTION NO 14943 APPROVING AN AGREEMENT TO DONATE PROPERTY AND RELEASE OF CLAIMS BETWEEN THE CITY OF PUEBLO AND OTERO COUNTY, COLORADO RELATING TO A TEN UNIT T-HANGAR LOCATED AT 32101 WALT BASSETT AVENUE

MINUTES

M-6 RESOLUTION NO 14944 PRELIMINARILY DETERMINING THAT THE PETITION FOR THE ANNEXATION OF THE 136.00 ACRE AREA COMMONLY KNOWN AS THE PASTORA RANCH ANNEXATION NO. 2, GENERALLY LOCATED SOUTHEAST OF STATE HIGHWAY 78 AND SOUTH OF EL CAMINO SUBDIVISION, 14TH FILING, IS VALID UNDER THE PROVISIONS OF COLORADO REVISED STATUTES SECTIONS 31-12-104(1)(A) AND 31-12-107(1), TABLING FINAL ACTION ON THE PETITION FOR A PERIOD OF NOT MORE THAN 180 DAYS, AND REFERRING THE PETITION TO THE PLANNING AND ZONING COMMISSION FOR REVIEW AND RECOMMENDATION

M-7 RESOLUTION NO 14945 CONFIRMING THE APPOINTMENT BY THE MAYOR OF DARREN "WOODY" PERCIVAL TO THE PUEBLO ENERGY ADVISORY COMMISSION

M-8 RESOLUTION NO 14946 CONFIRMING THE APPOINTMENT BY THE MAYOR OF HEATHER GRAHAM AS EX-OFFICIO TO THE LATINO CHAMBER OF COMMERCE BOARD

N. ORDINANCES – FIRST PRESENTATION

N-1 AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO SIGN A SUBRECIPIENT AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND THE PUEBLO REGIONAL BUILDING DEPARTMENT, A GOVERNMENTAL ENTITY, FOR PREMIUM PAY FOR ELIGIBLE WORKERS PERFORMING ESSENTIAL WORK, AS AUTHORIZED BY SECTION 603 (C)(1)(B) OF THE AMERICAN RESCUE PLAN ACT AND U.S. TREASURY FINAL RULE 31 CFR 35.6 AND AUTHORIZING THE PAYMENT OF TWENTY-THREE THOUSAND FOUR HUNDRED FIFTY AND 74/100 DOLLARS ($23,450.74) FROM PROJECT NO. CI2113 - AMERICAN RESCUE PLAN ACT, FOR PURPOSES THEREOF – *submitted for First Presentation*

Public Hearing was Set for Monday, August 8, 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 SANGRE DE CRISTO HOSPICE AND PALLIATIVE CARE, A COLORADO NONPROFIT CORPORATION, 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 THIRTY-SEVEN THOUSAND FIVE HUNDRED DOLLARS ($37,500) FROM PROJECT NO. CI2113 - AMERICAN RESCUE PLAN ACT, FOR PURPOSES THEREOF – *submitted for First Presentation*

Public Hearing was Set for Monday, August 8, 2022, Notice of Hearing was Ordered Published by Title.

N-3 AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO SIGN A SUBRECIPIENT AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND THE AMERICAN GI FORUM OF PUEBLO, A COLORADO NONPROFIT CORPORATION, AS AUTHORIZED BY SECTION 603 OF THE AMERICAN RESCUE PLAN ACT AND U.S. TREASURY FINAL RULE 31 CFR

MINUTES

35.6 AND AUTHORIZING THE PAYMENT OF FORTY THOUSAND DOLLARS ($40,000) FROM PROJECT NO. CI2113 - AMERICAN RESCUE PLAN ACT, FOR PURPOSES THEREOF – *submitted for First Presentation*

Public Hearing was Set for Monday, August 8, 2022, Notice of Hearing was Ordered Published by Title.

N-4 AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO SIGN A SUBRECIPIENT AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND THE PUEBLO SYMPHONY ASSOCIATION, INC., A COLORADO NONPROFIT CORPORATION, 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 SEVENTY-FIVE THOUSAND DOLLARS ($75,000) FROM PROJECT NO. CI2113 - AMERICAN RESCUE PLAN ACT, FOR PURPOSES THEREOF – *submitted for First Presentation*

Public Hearing was Set for Monday, August 8, 2022, Notice of Hearing was Ordered Published by Title.

N-5 AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO SIGN A SUBRECIPIENT AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND THE SENIOR RESOURCE DEVELOPMENT AGENCY, PUEBLO, INC., A COLORADO NONPROFIT CORPORATION, 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 EIGHTY-THREE THOUSAND SEVEN HUNDRED NINETY ONE DOLLARS ($83,791) FROM PROJECT NO. CI2113 - AMERICAN RESCUE PLAN ACT, FOR PURPOSES THEREOF – *submitted for First Presentation*

Public Hearing was Set for Monday, August 8, 2022, Notice of Hearing was Ordered Published by Title.

N-6 AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO SIGN A SUBRECIPIENT AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND THE COLORADO MISSION OF MERCY, INC., A COLORADO NONPROFIT CORPORATION, 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 TEN THOUSAND DOLLARS ($10,000) FROM PROJECT NO. CI2113 - AMERICAN RESCUE PLAN ACT, FOR PURPOSES THEREOF – *submitted for First Presentation*

Public Hearing was Set for Monday, August 8, 2022, Notice of Hearing was Ordered Published by Title.

N-7 AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO SIGN A SUBRECIPIENT AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND HABITAT FOR HUMANITY OF PUEBLO, INC., A COLORADO NONPROFIT CORPORATION, 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 THREE HUNDRED THOUSAND

MINUTES

DOLLARS ($300,000) FROM PROJECT NO. CI2113 - AMERICAN RESCUE PLAN ACT, FOR PURPOSES THEREOF – *submitted for First Presentation*

Public Hearing was Set for Monday, August 8, 2022, Notice of Hearing was Ordered Published by Title.

N-8 AN ORDINANCE APPROVING AND ACCEPTING AIRPORT IMPROVEMENT PROGRAM (AIP) GRANT AGREEMENT NO. 3-08-0046-046-2022 FROM THE UNITED STATES OF AMERICA ACTING THROUGH THE FEDERAL AVIATION ADMINISTRATION FOR FUNDS IN THE AMOUNT OF $336,672 FOR COSTS RELATED TO SNOW REMOVAL EQUIPMENT ACQUISITION FOR THE PUEBLO MEMORIAL AIRPORT, AUTHORIZING THE MAYOR TO EXECUTE SAME, BUDGETING AND APPROPRIATING $345,533 TO PROJECT NO. AP2201, AWARDING THE EQUIPMENT PURCHASE TO WAUSAU EQUIPMENT COMPANY, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME – *submitted for First Presentation*

Public Hearing was Set for Monday, August 8, 2022, Notice of Hearing was Ordered Published by Title.

N-9 AN ORDINANCE APPROVING AND ACCEPTING AIRPORT IMPROVEMENT PROGRAM (AIP) GRANT AGREEMENT NO. 3-08-0046-047-2022 FROM THE UNITED STATES OF AMERICA ACTING THROUGH THE FEDERAL AVIATION ADMINISTRATION FOR FUNDS IN THE AMOUNT OF $292,877 FOR COSTS RELATED TO THE REHABILITATION OF RUNWAY 8R/26L (PHASE 1 - DESIGN) AT THE PUEBLO MEMORIAL AIRPORT, ESTABLISHING PROJECT NO. AP2205 - REHAB OF RUNWAY 8R-26L DESIGN AND CONSTRUCTION, BUDGETING AND APPROPRIATING $300,585 TO SAID PROJECT, APPROVING AN AGREEMENT BETWEEN THE CITY OF PUEBLO, A MUNICIPAL CORPORATION, AND DIBBLE AND ASSOCIATES CONSULTING ENGINEERS, INC., FOR THE ENGINEERING DESIGN FOR SAID PROJECT, AND AUTHORIZING THE AUTHORIZING THE MAYOR TO EXECUTE SAME – *submitted for First Presentation*

Public Hearing was Set for Monday, August 8, 2022, Notice of Hearing was Ordered Published by Title.

N-10 AN ORDINANCE APPROVING A RENTAL AGREEMENT FOR THE USE OF AN OFFICE SPACE AND THE FIRE FIGHTING RELOAD BASE AT THE PUEBLO MEMORIAL AIRPORT BETWEEN THE CITY OF PUEBLO, A MUNICIPAL CORPORATION, AND THE STATE OF COLORADO DEPARTMENT OF PUBLIC SAFETY, DIVISION OF FIRE PREVENTION AND CONTROL, AND AUTHORIZING THE MAYOR TO EXECUTE SAME – *submitted for First Presentation*

Public Hearing was Set for Monday, August 8, 2022, Notice of Hearing was Ordered Published by Title.

N-11 AN ORDINANCE APPROVING THE ASSIGNMENT OF A FUEL TANK AGREEMENT BY AND BETWEEN THE CITY OF PUEBLO, A MUNICIPAL CORPORATION, SAM C. BROWN, AND TRAVELAIRE SERVICES, INC., AND AUTHORIZING THE MAYOR TO EXECUTE SAME – *submitted for First Presentation*

MINUTES

Public Hearing was Set for Monday, August 8, 2022, Notice of Hearing was Ordered Published by Title.

N-12 AN ORDINANCE APPROVING THE ASSIGNMENT OF A HANGAR GROUND LEASE BY AND BETWEEN THE CITY OF PUEBLO, A MUNICIPAL CORPORATION, SAM C. BROWN, AND TRAVELAIRE SERVICES, INC., AND AUTHORIZING THE MAYOR TO EXECUTE SAME – *submitted for First Presentation*

Public Hearing was Set for Monday, August 8, 2022, Notice of Hearing was Ordered Published by Title.

N-13 AN ORDINANCE APPROVING A DEPOSIT AGREEMENT BETWEEN THE CITY OF PUEBLO, A MUNICIPAL CORPORATION AND LEGENDS SUBDIVISION, LLC., A UTAH LIMITED LIABILITY COMPANY, STEPHANIE J. SUMMERS, DALE MAJORS, AND ALAN ROSE RELATED TO THE INSTALLATION AND CONSTRUCTION OF REQUIRED PUBLIC IMPROVEMENTS WITHIN RIVERS RUN SUBDIVISION AND AUTHORIZING THE MAYOR TO EXECUTE SAID AGREEMENT – *submitted for First Presentation*

Public Hearing was Set for Monday, August 8, 2022, Notice of Hearing was Ordered Published by Title.

N-14 AN ORDINANCE APPROVING AND ADOPTING THE 2022 PUEBLO REGIONAL COMPREHENSIVE PLAN FOR THE PHYSICAL DEVELOPMENT OF PUEBLO, A COLORADO MUNICIPAL CORPORATION – *submitted for First Presentation*

Public Hearing was Set for Monday, August 8, 2022, Notice of Hearing was Ordered Published by Title.

N-15 AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AND RATIFYING THE MAYOR'S SIGNATURE TO A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND THE PRESIDENT AND FELLOWS OF HARVARD COLLEGE ACTING THROUGH THE BLOOMBERG HARVARD CITY LEADERSHIP INITIATIVE AT THE JOHN F. KENNEDY SCHOOL OF GOVERNMENT – *submitted for First Presentation*

Public Hearing was Set for Monday, August 8, 2022, Notice of Hearing was Ordered Published by Title.

N-16 AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND THE FOUNTAIN CREEK WATERSHED, FLOOD CONTROL AND GREENWAY DISTRICT, A POLITICAL SUBDIVISION OF THE STATE OF COLORADO AND THE FOUNTAIN CREEK WATERSHED WATER ACTIVITY ENTERPRISE RELATING TO THE PUEBLO LEVEE SYSTEM FLOODPLAIN RESTORATION PROJECT – *submitted for First Presentation*

Public Hearing was Set for Monday, August 8, 2022, Notice of Hearing was Ordered Published by Title.

N-17 AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE A LETTER OF UNDERSTANDING BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AS BUYER, AND THE UNION PACIFIC RAILROAD COMPANY, A DELAWARE CORPORATION, AS SELLER, PERTAINING TO THE CONVEYANCE OF REAL PROPERTY TO FACILITATE THE PUEBLO LEVEE RESTORATION PROJECT – *submitted for First Presentation*

Public Hearing was Set for Monday, August 8, 2022, Notice of Hearing was Ordered Published by Title.

N-18 AN ORDINANCE AMENDING THE FISCAL YEAR 2022 STAFFING ORDINANCE BY TEMPORARILY ADDING TWO (2) FIREFIGHTER POSITIONS WITHIN THE FIRE DEPARTMENT – *submitted for First Presentation*

Public Hearing was Set for Monday, August 8, 2022, Notice of Hearing was Ordered Published by Title.

N-19 AN ORDINANCE AMENDING CHAPTER 4 OF TITLE XI OF THE PUEBLO MUNICIPAL CODE WITH REGARDS TO WORKING GOATS AND IMPOSING NEW REQUIREMENTS IN ACCORDANCE THEREWITH – *submitted for First Presentation*

Public Hearing was Set for Monday, August 8, 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, August 8, 2022,** and Order the Ordinances to be published **BY TITLE.**

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

P. REGULAR AGENDA

Q. RESOLUTIONS

Q-1 RESOLUTION NO 14947 AUTHORIZING PAYMENT OF FUNDS IN THE AMOUNT OF TWO MILLION DOLLARS ($2,000,000) FROM PROJECT NO. CI2113 - AMERICAN RESCUE PLAN ACT, FOR PURPOSES OF CONSTRUCTING SEWER INFRASTRUCTURE WITHIN THE CITY, FROM WEST 11TH STREET TO WEST 21ST STREET, AS AUTHORIZED BY SECTION 603(C)(1)(D) OF THE AMERICAN RESCUE PLAN ACT AND FINAL RULE 31 CFR 35.6

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

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

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

Q-2 RESOLUTION NO 14948 AUTHORIZING PAYMENT OF FUNDS IN THE AMOUNT OF TWO MILLION DOLLARS ($2,000,000) FROM PROJECT NO. CI2113 - AMERICAN RESCUE PLAN ACT, FOR PURPOSES OF CONSTRUCTING SEWER INFRASTRUCTURE WITHIN THE CITY, ALONG NORTHERN AVENUE, BETWEEN BANDERA PARKWAY AND SURFWOOD LANE, AS AUTHORIZED BY SECTION 603(C)(1)(D) OF THE AMERICAN RESCUE PLAN ACT AND FINAL RULE 31 CFR 35

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

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

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

Q-3 RESOLUTION NO 14949 AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF $736,327.40 TO K.R. SWERDFEGER, INC. AND SETTING FORTH $147,265 FOR CONTINGENCIES, FOR PROJECT NO. 22-048 (WWAN01) FY2022 SMALL MAIN LINING PROJECT AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

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

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

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

Q-4 RESOLUTION NO 14950 AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2022 GENERAL FUND BUDGET TO ASSISTANCE LEAGUE OF PUEBLO, INC. IN THE AMOUNT OF $1,000 TO SUPPORT ITS ANNUAL FUNDRAISER

A staff report and detailed review of the Resolution was given by President Graham.

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

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

R. ORDINANCES – FINAL PRESENTATION

MINUTES

R-1 PUBLIC HEARING: 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 – *submitted for Final Presentation*

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

PUBLIC HEARING:

- Carl Wroyler appeared in person to speak about this ordinance.

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

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

Roll Call - Ayes: Winner. Nays: Atencio, Flores, Graham, Maestri, and Martinez Ortega. Motion failed 1-5.

R-2 ORDINANCE NO 10223 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 – *submitted for Final Presentation*

A staff report and detailed review of the Ordinance was given by Scott Hobson, Acting Director of Planning & Community Development. Mr. Hobson requested that the Planning & Zoning documents for this item, Case #Z-22-08 dated June 8, 2022, be made part of the record for this hearing. So ordered by President Graham.

PUBLIC HEARING:

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

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

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

R-3 ORDINANCE NO 10224 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 – *submitted for Final Presentation*

A staff report and detailed review of the Ordinance was given by Scott Hobson, Acting Director of Planning & Community Development. Mr. Hobson requested that the Planning & Zoning

documents for this item, Case #Z-22-07 dated June 8, 2022, be made part of the record for this hearing. So ordered by President Graham.

PUBLIC HEARING:

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

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

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

R-4 ORDINANCE NO 10225 VACATING A PORTION OF THE PLATTED ALLEY RIGHT-OF-WAY LOCATED WITHIN BLOCK 362, WILEY AND CHAMBERLIN'S SUBDIVISION – *submitted for Final Presentation*

A staff report and detailed review of the Ordinance was given by Scott Hobson, Acting Director of Planning & Community Development. Mr. Hobson requested that the Planning & Zoning documents and votes for this item, Case #V-22-02 dated May 11, 2022, be made part of the record for this hearing. So ordered by President Graham.

PUBLIC HEARING:

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

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

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

R-5 ORDINANCE NO 10226 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 – *submitted for Final Presentation*

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

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.

MINUTES

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

R-6 ORDINANCE NO 10227 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 – *submitted for Final Presentation*

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

PUBLIC HEARING:

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

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

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

R-7 ORDINANCE NO 10228 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 – *submitted for Final Presentation*

A staff report and detailed review of the Ordinance was given by Marisa Stoller, City Clerk.

PUBLIC HEARING:

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

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

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

R-8 ORDINANCE NO 10229 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,

MINUTES

RELATING TO THE 2022 SPECIAL MUNICIPAL ELECTION – *submitted for Final Presentation*

A staff report and detailed review of the Ordinance was given by Marisa Stoller, City Clerk.

PUBLIC HEARING:

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

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

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

R-9 ORDINANCE NO 10230 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 – *submitted for Final Presentation*

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

PUBLIC HEARING:

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

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

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

R-10 ORDINANCE NO 10231 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 – *submitted for Final Presentation*

A staff report and detailed review of the Ordinance was given by Haley Sue Robinson, Director of Public Information.

PUBLIC HEARING:

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

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

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

R-11 ORDINANCE NO 10232 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 Final Presentation*

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

PUBLIC HEARING:

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

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

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

R-12 ORDINANCE NO 10233 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 – *submitted for Final Presentation*

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

PUBLIC HEARING:

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

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

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

S. COUNCIL MEMBER CONFLICT OF INTEREST

S-1 RESOLUTION NO 14951 AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2022 GENERAL FUND BUDGET TO UNITED WAY - PUEBLO COUNTY IN THE AMOUNT OF $2,500 TO SUPPORT THE SOUTHERN COLORADO YOUTH GO PLATFORM

A staff report and detailed review of the Resolution was given by President Graham.

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

MINUTES

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

ADJOURN: 8:51 p.m. President Graham Adjourned the Meeting.

Respectfully submitted,

Marisa Stoller
City Clerk

City Clerk's Office Item # M-1

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: August 8, 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 $49,999 TO DOUG VAUGHN, LLC., FOR PROJECT NO. 22-068E 13TH AND OGDEN EMERGENCY CONCRETE AND ASPHALT REPAIR PROJECT AND APPROVING THE PURCHASING AGENT'S EXECUTION OF SAME

SUMMARY:

This Resolution ratifies and approves award of a construction contract to Doug Vaughn, LLC., for Project No. 22-068E 13th and Ogden Emergency Concrete and Asphalt Repair Project.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

In general, this project consists of emergency repairs to concrete sidewalks, curb ramps, catch basins, and the asphalt road to resolve previous failed stormwater lines. Due to work on the stormwater catch basins, the City of Pueblo is required to upgrade corners to meet ADA compliance. These repairs have been deemed an emergency to reopen the road due to the extended cost with traffic control from the road closure.

FINANCIAL IMPLICATIONS:

Funding in the amount of $26,000 will be paid from account CI2204 Street Rehabilitation and $23,999 will be paid from account SWAN03 Point Repairs & Pipe Cleaning.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

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

RECOMMENDATION:

Approval of the Resolution.

Attachments:
Bid Summary Sheet

RESOLUTION NO. 14952

A RESOLUTION RATIFYING AN EMERGENCY CONSTRUCTION CONTRACT IN THE AMOUNT OF $49,999 WITH DOUG VAUGHN, LLC., FOR PROJECT NO. 22-068E 13TH AND OGDEN EMERGENCY CONCRETE AND ASPHALT REPAIR PROJECT AND APPROVING THE PURCHASING AGENT'S EXECUTION OF SAME

WHEREAS, an emergency City of Pueblo improvement contract was requested by the Director of Public Works and authorized by the Mayor in accordance with Section 1-10-5 of the Pueblo Municipal Code for Project No. 22-068E, 13th and Ogden Emergency Concrete and Asphalt Repair Project; and

WHEREAS, the proposal of Doug Vaughn, LLC., was the only bid received by informal bidding process and was determined to be the proposal which will achieve maximum economy to the City of Pueblo under the conditions prevailing; and

WHEREAS, an emergency construction contract to complete these repairs of the concrete and asphalt was there upon awarded to Doug Vaughn, LLC., under Contract Number 22-068E; 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 concrete and asphalt at 13th and Ogden with Doug Vaughn, LLC., Project No. 22-068E 13th and Ogden Emergency Concrete and Asphalt Repair Project awarded to said contractor in the amount of $49,999.00.

SECTION 2.

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

SECTION 3.

Funds in the amount of $26,000.00 for Project 22-068E shall be from Project No. CI2204 Street Rehabilitation.

SECTION 4.

Funds in the amount of $23,999.00 for Project 22-068E shall be from Project No. SWAN03 Point Repairs & Pipe Cleaning.

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 of Pueblo 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 August 8, 2022

BY: Larry Atencio
MEMBER OF CITY COUNCIL

APPROVED: _____
PRESIDENT OF CITY COUNCIL

ATTESTED BY: _____
CITY CLERK

22-068E 13th & Ogden Emergency Concrete and Asphalt Repairs					**Doug Vaughn, LLC**	**Montano Concrete**	**Garcia Concrete**	**Martin Marietta**	**Nunn Construction**	**Beltramo**
Submittal Deadline: July 19, 2022										
Project Manager: Charles Roy, Public Works Engineering Manager										
Item	**Description**	**Estimated Quantity**								
1	Remove and replace curb and gutter, curb ramps, and roadway asphalt, including 3 inlet lids	1	LS	*Unit Price*	*49999.00*	No Bid	No Bid	No Bid	No Bid	No Bid
				Amount	49999.00					
				Grand Total Bid	**$49,999.00**					

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: August 8, 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 $182,399 TO TOLIN MECHANICAL AND SETTING FORTH $36,480 FOR CONTINGENCIES, FOR PROJECT NO. 22-047, HVAC ROOF TOP UNIT REPLACEMENT FOR PUEBLO TRANSIT AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

SUMMARY:

Attached is a resolution awarding a construction contract to Tolin Mechanical for Project No. 22-047 HVAC Roof Top Unit Replacement for Pueblo Transit.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

In general, this project will consist of the replacement of existing rooftop unit, diffusers, and air curtains at the Pueblo Transit Center (123 Court Street, Pueblo, CO) as detailed in the plans and specifications for this project. The new work includes installation of destratification fans. The electrical work is to be limited to replacement and installation of mechanical equipment.

FINANCIAL IMPLICATIONS:

Funding (including contingencies) in the amount of $218,879 will be paid from account PT2101 FY2020 5307 – PM Facilities.

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. 14953

A RESOLUTION AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF $182,399 TO TOLIN MECHANICAL AND SETTING FORTH $36,480 FOR CONTINGENCIES, FOR PROJECT NO. 22-047, HVAC ROOF TOP UNIT REPLACEMENT FOR PUEBLO TRANSIT AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

WHEREAS, competitive bids for the Project No. 22-047 HVAC Roof Top Unit Replacement for Pueblo Transit have been received and examined; and

WHEREAS, the proposal of Tolin Mechanical, 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. 22-047 to be performed; NOW, THEREFORE,

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

SECTION 1.

City Council authorizes Project No. 22-047 HVAC Roof Top Unit Replacement for Pueblo Transit to be performed, and the contract for said project is hereby awarded to Tolin Mechanical in the amount of $182,399.00.

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……$36,480.00.

SECTION 4.

Funds in the amount of $218,879.00 for Project 22-047 shall be from Project No. PT2101 FY2020 5307 – PM Facilities.

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 August 8, 2022

BY: Larry Atencio
MEMBER OF CITY COUNCIL

APPROVED: _____
PRESIDENT OF CITY COUNCIL

ATTESTED BY: _____
CITY CLERK

Bid: 22-047 HVAC Roof Top Unit Replacement at Pueblo Transit Center					
Opening Date: July 20, 2022 Time: 10:00:00 AM					**Tolin Mechanical**
Item	**Description**	**Estimated Quantity**			
1	Demolition of existing mechanical and electrical equipment	1	LS	*Unit Price*	*5,170.00*
				Amount	5,170.00
2	Install new drum diffusers and rebalance	8	EA	*Unit Price*	*625.00*
				Amount	5,000.00
3	Install new air curtains	4	EA	*Unit Price*	*3,642.00*
				Amount	14,568.00
4	Install new destratification fans	3	EA	*Unit Price*	*2,829.00*
				Amount	8,487.00
5	Connect existing duct supply and return drops to new RTU	2	EA	*Unit Price*	*1,010.00*
				Amount	2,020.00
6	Install new RTU thermostat	1	EA	*Unit Price*	*726.00*
				Amount	726.00
7	Install new RTU on existing RTU curb, reconnect natural gas piping	1	EA	*Unit Price*	*126,452.00*
				Amount	126,452.00
8	Miscellaneous new electrical work	1	LS	*Unit Price*	*8,067.00*
				Amount	8,067.00
9	Test and Balance	1	LS	*Unit Price*	*4,858.00*
				Amount	4,858.00
10	Mobilization/Demobilization	1	LS	*Unit Price*	*7,051.00*
				Amount	7,051.00
				Grand Total Bid	**$182,399.00**

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

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: August 8, 2022

TO**:** President Heather Graham and Members of City Council

CC**:** Nicholas A. Gradisar, Mayor

VIA**:** Marisa Stoller, City Clerk

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

SUBJECT: A RESOLUTION RATIFYING AN EMERGENCY CONSTRUCTION CONTRACT IN THE AMOUNT OF $97,897.44 WITH PARKER EXCAVATION, INC. FOR EMERGENCY SANITARY SEWER POINT REPAIR AT 1201 FRANCISCO PROJECT NO. 20-059 (WWAN03) 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 emergency sanitary sewer point repair at 1201 Francisco.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

The Wastewater Department's collection crew requested a television inspection (TVI) for the sanitary sewer main located at 1201 Francisco after routine maintenance was performed on the pipe segment. During the TVI, it was discovered there were severe holes on the main and the manholes associated with the pipe segment were missing their troughs. An emergency repair was needed to repair the holes and manholes, so a backup or a sink hole would not occur. During construction, adjustments to the existing system were made for better access and maintenance. The repair was unconventional since the job site was located within the Colorado State Hospital's property and coordination was required between the Colorado State Hospital, the Parks Department, and the Wastewater Department.

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

The cost breakdown for the project is as follows:

Sanitary Sewer Replacement-related

Total:	$ 52,032.83	54%

Surface Improvement Related

Total:	$ 45,864.61	46%
Grand Total:	$ 97,897.44	100%

FINANCIAL IMPLICATIONS:

Funding for this project came from the sanitary sewer rehabilitation budget funded by the Sewer User Fund. Funding was available and had been budgeted, appropriated and allocated to Project No. 20-059 (WWAN03).

BOARD/COMMISSION RECOMMENDATION:

Not applicable.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

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

RECOMMENDATION:

Approval of the Resolution.

Attachments:
Estimate Sheet
Change Order
Site Location Map

RESOLUTION NO. 14954

A RESOLUTION RATIFYING AN EMERGENCY CONSTRUCTION CONTRACT IN THE AMOUNT OF $97,897.44 WITH PARKER EXCAVATING, INC. FOR EMERGENCY SANITARY SEWER POINT REPAIR AT 1201 FRANCISCO, PROJECT NO. 20-059 (WWAN03) AND APPROVING THE PURCHASING AGENT'S EXECUTION OF SAME

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

WHEREAS, the point repair work was awarded to Parker Excavating, Inc., under the 2021-2023 multi-year point repair contract; NOW THEREFORE,

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

SECTION 1.

City Council ratifies and approves the contract for repair of the sanitary sewer at 1201 Francisco with Parker Excavating Inc., Project No. 20-059 (WWAN03) awarded to said bidder in the amount of $97,897.44.

SECTION 2.

Funds for Project 20-059 (WWAN03) shall be from the Sewer User Fund.

SECTION 3.

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

SECTION 4.

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

SECTION 5.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED August 8, 2022

BY: Larry Atencio
MEMBER OF CITY COUNCIL

APPROVED: _____
PRESIDENT OF CITY COUNCIL

ATTESTED BY: _____
CITY CLERK

2021-2023 Emergency Sanitary Sewer Point Repair					1201 FRANCISCO			
Date: 12/21/21					K.R. Swerdfeger Construction, Inc.	FRPHI ECS & Landscape, Inc.	Parker Excavating, Inc.	
Project Number: 20-059 (WWAN03)								
Item	**Description**	**Estimated**						
1	Remove and Replace 8” PVC Less than 10’ Deep	1-20	LF		$ -	$ -	$ -	
		21-100	LF		$ -	$ -	$ -	
		>100	LF		$ -	$ -	$ -	
2	Remove and Replace 8” PVC More than 10’ Deep	1-20	LF		$ -	$ -	$ -	
		21-100	LF		$ -	$ -	$ -	
		>100	LF		$ -	$ -	$ -	
3	Remove and Replace 10” PVC Less than 10’ Deep	1-20	LF		$ -	$ -	$ -	
		21-100	LF		$ -	$ -	$ -	
		>100	LF		$ -	$ -	$ -	
4	Remove and Replace 10” PVC More than 10’ Deep	1-20	LF		$ -	$ -	$ -	
		21-100	LF		$ -	$ -	$ -	
		>100	LF	366	$ 32,940.00	$ 428,220.00	$ 24,888.00	
5	Remove and Replace 12” PVC Less than 10’ Deep	1-20	LF		$ -	$ -	$ -	
		21-100	LF		$ -	$ -	$ -	
		>100	LF		$ -	$ -	$ -	
6	Remove and Replace 12” PVC More than 10’ Deep	1-20	LF		$ -	$ -	$ -	
		21-100	LF		$ -	$ -	$ -	
		>100	LF		$ -	$ -	$ -	
7	Remove and Replace 15” PVC Less than 10’ Deep	1-20	LF		$ -	$ -	$ -	
		21-100	LF		$ -	$ -	$ -	
		>100	LF		$ -	$ -	$ -	
8	Remove and Replace 15” PVC More than 10’ Deep	1-20	LF		$ -	$ -	$ -	
		21-100	LF		$ -	$ -	$ -	
		>100	LF		$ -	$ -	$ -	
9	Remove and Replace 4” Service Tap Less than 10’ Deep	1-20	LF		$ -	$ -	$ -	
		21-100	LF		$ -	$ -	$ -	
		>100	LF		$ -	$ -	$ -	
10	Remove and Replace 4” Service Tap More than 10’ Deep	1-20	LF		$ -	$ -	$ -	
		21-100	LF		$ -	$ -	$ -	
		>100	LF		$ -	$ -	$ -	
11	Asphalt Patch – 4” HMA on 4” Class 6 ABC For 8" and 10" Pipe	1-20	LF		$ -	$ -	$ -	
		21-100	LF	40	$ 2,600.00	$ 2,360.00	$ 2,160.00	
		>100	LF		$ -	$ -	$ -	
12	Asphalt Patch – 5” HMA on 6” Class 6 ABC For 8” and 10” Pipe	1-20	LF		$ -	$ -	$ -	
		21-100	LF		$ -	$ -	$ -	
		>100	LF		$ -	$ -	$ -	
13	Asphalt Patch – 4” HMA on 4” Class 6 ABC For 12" and 15" Pipe	1-20	LF		$ -	$ -	$ -	
		21-100	LF		$ -	$ -	$ -	
		>100	LF		$ -	$ -	$ -	
14	Asphalt Patch – 5” HMA on 6” Class 6 ABC For 12" and 15" Pipe	1-20	LF		$ -	$ -	$ -	
		21-100	LF		$ -	$ -	$ -	
		>100	LF		$ -	$ -	$ -	
15	Remove and Replace 7” Reinforced Concrete	1-20	SF		$ -	$ -	$ -	
		21-100	SF		$ -	$ -	$ -	
		>100	SF		$ -	$ -	$ -	
16	Remove and Replace 6” Reinforced Concrete	1-20	SF		$ -	$ -	$ -	
		21-100	SF		$ -	$ -	$ -	
		>100	SF		$ -	$ -	$ -	
17	Remove and Replace 4” Concrete	1-20	SF		$ -	$ -	$ -	
		21-100	SF		$ -	$ -	$ -	
		>100	SF		$ -	$ -	$ -	
18	Remove and Replace Standard Curb and Gutter	1-20	LF		$ -	$ -	$ -	
		21-100	LF		$ -	$ -	$ -	
		>100	LF		$ -	$ -	$ -	
19	Install Extra Lean Concrete (FlowFill)	1-20	CY	12	$ 1,800.00	$ 2,340.00	$ 1,518.00	
		21-100	CY		$ -	$ -	$ -	
		>100	CY		$ -	$ -	$ -	
20	Remove Camera/Cleaning Head/Tap Cutter	HR			$ -	$ -	$ -	
21	Remove and Replace 48” Diameter Manhole	EA		2	$ 7,200.00	$ 14,520.00	$ 6,400.00	
22	Remove and Replace 60” Diameter Manhole	EA			$ -	$ -	$ -	
23	Reinstate Services	EA		5	$ 1,500.00	$ 435.00	$ 1,325.00	
24	Mobilization	LS		1	$ 1,500.00	$ 750.00	$ 575.00	
				Total	$ 47,540.00	$ 448,625.00	$ 36,866.00	
				With Contingency	$ 57,048.00	$ 538,350.00	$ 44,239.20	

CONTRACT CHANGE ORDER

CITY OF PUEBLO DEPARTMENT OF PUBLIC WORKS

Project Number : 20-059 Change Order No. : ONE 4/5/2022 Page 1 of 1

Project Name : FY2021 & 2023 Sanitary Sewer Point Repair
1201 FRANCISCO

Contractor : Parker Excavating, Inc.

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

Bid Item No.	Description of Changes	Decrease Contract By	Increase Contract By
1	REMOVE & REPLACE 10" PVC PIPE MORE THAN 10' DEEP		$8,432.00
2	REMOVE 48" DIAMETER MANHOLE		$6,400.00
2	ASPHALT PATCH-4" HMA ON 4"CLASS 6 ABC FOR 8" AND 10" PIPE		$5,346.00
3	INSTALL EXTRA LEAN CONCRETE (FLOWFILL)	($1,518.00)	
4	REMOVE AND REPLACE 48" DIAMETER MANHOLE	($6,400.00)	
5	REINSTATE SERVICES	($1,060.00)	
6	BYPASS PUMPING		$3,413.02
7	TOILET		$201.25
8	TRAFFIC CONTROL		$2,122.33
9	TOP SOIL		$4,677.37
10	TRUCKING FOR TOP SOIL		$1,080.00
11	REMOVE AND REPLACE 4" CONCRETE		$3,960.00
12	SPRINKLER REPAIR AND FITTINGS		$5,440.00
13	TEAR DOWN AND REPLACE FENCE BACK		$2,720.00
14	RELOCATE TREES		$4,140.00
15	PURCHASE NEW TREE		$2,265.50
16	HYDRO-MULCHING		$5,175.00
17	TIE INTO EXISTING MANHOLE 8" STUB OUT		$3,300.00
18	HAUL OFF DEMO DEBRIES		$900.00
19	DISPOSE OF CONCRETE		$270.00
20	HAUL OFF AND DISPOSE OF TREES		$768.99
21	EXTRA ROCK MATERIAL		$2,700.48
22	HAMMER OUT UNFORSEEN CONCRETE		$5,937.50
23	WATER NEW HYDRO-MULCH		$760.00
24			
	TOTAL (Decrease) / Increase	($8,978.00)	$70,009.44

Net Adjustment This Change Order	$	61,031.44
Amount of Previous Change Order(s)	$	0.00
Original Contract Amount	$	36,866.00
Total Adjusted Contract Amount To Date	$	97,897.44

Reason For Change: Actual Field Quantities.
Extra work needed to complete project

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

Prepared by: _____ Date:_____
Associate Engineer II

Reviewed by: _____ Date:_____
Wastewater Engineering Manager

Accepted by: _____ Date:_____
Contractor's Representative

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

Approved by: _____ Date:_____
Iterim Director of Wastewater

FORM CO100.1299



Disclaimer: This map/information has been produced by the City of Pueblo, Wastewater Department, and is for reference only. Data provided herein is derived from sources with varying levels of accuracy. The City of Pueblo disclaims all responsibility for the accuracy or completeness of the information contained herein.

City Clerk's Office Item # M-4

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: August 8, 2022

TO: President Heather Graham and Members of City Council

CC: Nicholas A. Gradisar, Mayor

VIA: Marisa Stoller, City Clerk

FROM: Andra Ahrens, Interim Wastewater Director

SUBJECT: AN RESOLUTION AUTHORIZING THE CITY OF PUEBLO TO REFUND SANITARY SEWER FEES OF $87,797 TO GOODRICH CORPORATION

SUMMARY:

From January 2022 to June of 2022, charges for sanitary sewer fees were applied to the consumption of water that was not discharged to the sanitary sewer.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

The Wastewater Department recently received a written request from a representative from Goodrich Corporation to adjust the sewer bill based on the flow going to the sanitary sewer. The remaining water is evaporated for cooling.

Pursuant to City Ordinance 16-6-25, refunds based upon sewer user charges appearing on billings issued more than ninety (90) days prior to receipt of a written request can only be authorized by City Council and are limited to a maximum period of two years. Goodrich Corporation is requesting a credit for the $87,797.

FINANCIAL IMPLICATIONS:

The refund of $87,797 will be credited to account number.063701-020980.

BOARD/COMMISSION RECOMMENDATION:

None

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Alternative No. 1 – No Action

Goodrich Corporation will not receive compensation for sanitary sewer fees.
.

RECOMMENDATION:

Approval of the Resolution.

Attachments:
Amounts paid in sewer fees for Goodrich Corporation

RESOLUTION NO. 14955

A RESOLUTION AUTHORIZING THE CITY OF PUEBLO TO CREDIT SANITARY SEWER FEES OF $87,797 TO GOODRICH CORPORATION

WHEREAS, the City's Wastewater Department has been notified that Goodrich Corporation was overcharged for sanitary sewer fees; and

WHEREAS, pursuant to Section 16-6-23 of the Pueblo Municipal Code, the Director of Wastewater has determined that grounds exist for a refund pursuant to Section 16-6-24 of the code; and

WHEREAS, a refund for the paid amount can only be authorized by Pueblo City Council; NOW, THEREFORE,

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

SECTION 1.

The City shall credit the sum of $87,797 for the collection of fees charged for 50 William White Boulevard #2 during the period of January 2022-June 2022.

SECTION 2.

Such claim shall be credited through, Account Number 063701-121368 in the amount of $87,797.

SECTION 3.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED August 8, 2022

BY: Larry Atencio
MEMBER OF CITY COUNCIL

APPROVED: _____
PRESIDENT OF CITY COUNCIL

ATTESTED BY: _____
CITY CLERK

GOODRICH CORPORATON							
110 WILLIAM WHITE BLVD							
063701-020980							
Transaction Date	Transaction	Transaction Amount	Consumption	Average			
6/7/2022	Cycle Bill Due: 6/27/2022	$243.69	64				
5/6/2022	Cycle Bill Due: 5/26/2022	$243.69	25				
4/7/2022	Cycle Bill Due: 4/27/2022	$243.69	17				
3/8/2022	Cycle Bill Due: 3/28/2022	$243.69	15				
2/7/2022	Cycle Bill Due: 2/27/2022	$255.03	15				
1/7/2022	Cycle Bill Due: 1/27/2022	$232.35	11	24.5			
GOODRICH CORPORATION		**THIS ACCOUNT IS BILLED ON ACTUAL**					
50 WILLIAM WHITE BLVD #2		**EACH MONTH**					
063701-121368							
						$5.67	
Transaction Date	Transaction	Transaction Amount	Consumption	Average	Adjusted Sewer Base	$ Total Due	Credit
6/7/2022	Cycle Bill Due: 6/27/2022	$49,607.32	8700		3,850	21,829.50	(27,777.82)
5/6/2022	Cycle Bill Due: 5/26/2022	$44,646.07	7825		3,850	21,829.50	(22,816.57)
4/7/2022	Cycle Bill Due: 4/27/2022	$34,298.32	6000		3,850	21,829.50	(12,468.82)
3/8/2022	Cycle Bill Due: 3/28/2022	$27,596.38	4818		3,850	21,829.50	(5,766.88)
2/7/2022	Cycle Bill Due: 2/27/2022	$32,132.38	5618		3,850	21,829.50	(10,302.88)
1/7/2022	Cycle Bill Due: 1/27/2022	$30,493.75	5329	6,382	3,850	21,829.50	(8,664.25)
				6,381,667			**(87,797.22)**
Note: Consumption and billing data received 06/09/22 from Beverly Trujillo at BOWW.							

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: August 8, 2022

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Carla Sikes, Municipal Court Judge

SUBJECT: A RESOLUTION TRANSFERRING $20,000 FROM THE "PROJECTS TO BE DETERMINED" ACCOUNT IN THE EXCESS COURT FINES FUND TO THE VEHICLES AND ROLLING STOCK ACCOUNT IN THE EXCESS COURT FINES FUND

SUMMARY:

This Resolution will transfer $20,000 in funds from the "Projects to be Determined" account to the Vehicles and Rolling Stock" account in the Excess Court Fines fund.

PREVIOUS COUNCIL ACTION:

Ordinance 10050 adopted the 2022 budget for the Excess Court fines fund. $20,000 was budgeted into the Projects to be Determined account as part of that ordinance.

BACKGROUND:

In 2020, the Court's full-size pickup used for the Court's Graffiti Removal/Community Service program began experiencing mechanical problems and was rendered inoperable. The Court is in need of a used full size pick up that will tow its fully loaded dump trailer easily and transport participants and materials from location to location. The Court has found a 2016 Chevrolet Silverado 1500 4-wheel drive, which is ideal for the program, at Southwest Motors.

FINANCIAL IMPLICATIONS:

The cost of the truck is $29,484. This resolution will transfer $20,000 and the remaining funds are available in the Excess Court Fines fund.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Resolution.

STAKEHOLDER PROCESS:

Not applicable to this Resolution.

ALTERNATIVES:

City Council may deny this Resolution in which case the Court's Community Service Program will operate with its existing vehicles; however, the Program will not be able to clean as many graffiti sites.

RECOMMENDATION:

Staff recommends approval of this Resolution

RESOLUTION NO. 14956

A RESOLUTION TRANSFERRING $20,000 FROM THE "PROJECTS TO BE DETERMINED" ACCOUNT IN THE EXCESS COURT FINES FUND TO THE VEHICLES AND ROLLING STOCK ACCOUNT IN THE EXCESS COURT FINES FUND

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

SECTION 1.

Funds in the amount of $20,000 is hereby transferred from the "Projects to be Determined" account in the Excess Court Fines Fund to the Vehicles and Rolling Stock account in the Excess Court Fines fund for the purchase of a truck to be used by the Municipal Court Community Service Program.

SECTION 2.

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

SECTION 3.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED August 8, 2022

BY: Larry Atencio
MEMBER OF CITY COUNCIL

APPROVED: _____
PRESIDENT OF CITY COUNCIL

ATTESTED BY: _____
CITY CLERK

City Clerk's Office Item # M-5

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: August 8, 2022

TO: President Heather M. Graham and Members of City Council

CC: Nicholas A. Gradisar, Mayor

VIA: Marisa Stoller,City Clerk

FROM: Laura Solano, Chief of Staff

SUBJECT: A RESOLUTION AWARDING AN AGREEMENT FOR PROFESSIONAL SERVICES IN THE AMOUNT OF $8,000 TO SHERIE SHAFFER TO COMPLETE WORK AS THE SUCCESSION PLANNING COORDINATOR FOR PUEBLO FOOD PROJECT IN PARTNERSHIP WITH CIVIC CANOPY

SUMMARY:

Attached is a Resolution awarding an Agreement for Professional Services to Sherie Shaffer to complete work as the Succession Planning Coordinator for the Pueblo Food Project.

PREVIOUS COUNCIL ACTION:

Not applicable to this Resolution.

BACKGROUND:

The City of Pueblo through the Pueblo Food Project solicited requests for proposals to assist Civic Canopy in completing Succession Planning for the Pueblo Food Project. Succession Planning includes many meetings, data review, and decision making for the future of the project. Civic Canopy is providing its services to the Pueblo Food Project for free as a contractor with the Colorado Health Foundation.

Three proposals were received from community members and after review from Pueblo Food Project leadership, Sherie Shaffer was chosen.

FINANCIAL IMPLICATIONS:

Funding in the amount of $8,000 will be paid out of Project No. CI2014 for this service.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Resolution.

STAKEHOLDER PROCESS:

Not applicable to this Resolution.

ALTERNATIVES:

Not applicable to this Resolution.

RECOMMENDATION:

Approval of the Resolution.

Attachments:
Agreement for Professional Services

RESOLUTION NO. 14966

A RESOLUTION AWARDING AN AGREEMENT FOR PROFESSIONAL SERVICES IN THE AMOUNT OF $8,000 TO SHERIE SHAFFER TO COMPLETE WORK AS THE SUCCESSION PLANNING COORDINATOR FOR PUEBLO FOOD PROJECT IN PARTNERSHIP WITH CIVIC CANOPY

WHEREAS, competitive bids for the Succession Planning Coordinator have been received and examined; and

WHEREAS, the proposal of Sherie Shaffer of Pueblo, Colorado was the lowest of those bids determined to be responsive for the assessment, and the Committee of Awards recommends to the City Council that it authorize Project Pueblo Food Project Succession Planning Coordinator; NOW, THEREFORE,

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

SECTION 1.

City Council authorizes Project Pueblo Food Project Succession Planning Coordinator to be performed and the agreement for said project is hereby awarded to Sherie Shaffer in the amount of $8,000.

SECTION 2.

The Agreement for Professional Services between the City of Pueblo, a Municipal Corporation, and Sherie Shaffer, which is attached hereto and incorporated herein, having been approved as to form by the City Attorney, is hereby approved.

SECTION 3.

Funds for the Project Pueblo Food Project Succession Planning Coordinator shall be paid from Project No. CI2014.

SECTION 4.

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

SECTION 5.

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

SECTION 6.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED August 8, 2022

BY: Vicente Martinez Ortega
MEMBER OF CITY COUNCIL

APPROVED: _____
PRESIDENT OF CITY COUNCIL

ATTESTED BY: _____
CITY CLERK

AGREEMENT
FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered this 21 day of July, 2022 ("Effective Date"), by and between the City of Pueblo, a Colorado Municipal Corporation, (hereinafter referred to as "Client") and Sherie Shaffer, a Colorado sole proprietor, (hereinafter referred to as "Consultant") for Consultant to render professional services for Client with respect to the Pueblo Food Project Succession Planning Coordinator and related ancillary services, hereinafter referred to as the "Project". In consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

SECTION 1. GENERAL AND SCOPE OF SERVICES.

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

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

(c) To the extent Consultant performs any of the Project work through subcontractors or subconsultants, Consultant shall be and remain as fully responsible for the full performance and quality of services performed by such subcontractors or subconsultants as it is for services performed directly by Consultant or Consultant's employees.

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

SECTION 2. CONSULTANT'S RESPONSIBILITIES.

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

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

(c) Consultant shall be completely responsible for the safety of Consultant's employees in the execution of work under this Agreement and shall provide all necessary safety and protective equipment for said employees, if any.

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

SECTION 3. FEES FOR SERVICES; PAYMENT.

(a) Client will pay to Consultant as full compensation for all services required to be performed by Consultant under this Agreement, except for services for additional work or work beyond the scope of this Agreement, the maximum sum of U.S. $8,000.00. Consultant may invoice Client for up to forty (40) hours of Consultant work per calendar month at a rate of $50 per hour of work. No monthly invoice from Consultant shall exceed $2,000.00. Payments shall be made within forty-five (45) days of

invoice by Consultant.

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

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

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

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

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

SECTION 4. CLIENT'S RESPONSIBILITIES.

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

(b) Client shall designate a Project Representative to whom all communications from Consultant shall be directed and who shall have limited administrative authority on behalf of Client to receive and transmit information and make decisions with respect to the Project. Said representative shall not, however, have authority to bind Client as to matters of governmental policy or fiscal policy.

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

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

SECTION 5. TERM AND TERMINATION.

(a) Term. The term of this Agreement begins on August 1, 2022 and ends on November 30, 2022, unless the project is completed by Consultant and approved by Client prior to that date or the term is sooner terminated in accordance with this Agreement. Client reserves the right to extend the term of this Agreement in one-year increments by written acceptance of both parties.

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

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

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

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

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

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

SECTION 6. SITE ACCESS.

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

SECTION 7. EQUIPMENT AND SOFTWARE.

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

SECTION 8. USE OF DOCUMENTS.

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

SECTION 9. INSURANCE AND INDEMNITY.

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

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

SECTION 10. REQUIRED GRANT PROVISIONS

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

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

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

SECTION 11. SUBCONTRACTS.

(a) Client acknowledges that Consultant is the prime contractor and the only party with whom Client has a contractual relationship under this Agreement. To the extent Consultant performs any Project activities through subconsultants or subcontractors, Consultant shall contractually bind each of its subconsultants and subcontractors by subcontract agreement to all of the terms of this Agreement which are for the benefit of Client, and Client shall be a third-party beneficiary of those subcontract provisions.

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

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

SECTION 12. MISCELLANEOUS.

(a) Notices. Any and all notices or other communications required or permitted by this Agreement or by law to be served on or given to either Consultant or Client by the other party shall be in writing and shall be deemed duly served and given when personally delivered to the party to whom it is directed, or in lieu of such personal service, when deposited in the United States mail, first-class postage prepaid, addressed to the Client, Attention: Nicholas A. Gradisar, Mayor, 1 City Hall Place, Pueblo, Colorado 81003; or to Consultant, Attention: Sherie Shaffer, 1917 N. Greenwood Street, Pueblo, Colorado, 81003. Either party may change its address for the purpose of this paragraph by giving written notice of such change to the other party in the manner provided in this paragraph.

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

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

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

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

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

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

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

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

SECTION 13. PERA LIABILITY.

Consultant shall reimburse the Client for the full amount of any employer contribution required to be paid by the City of Pueblo to the Public Employees' Retirement Association ("PERA") for salary or other compensation paid to a PERA retiree performing contracted services for the Client under this Agreement.

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

CITY OF PUEBLO,
A MUNICIPAL CORPORATION

By: _____
Nicholas A. Gradisar, Mayor

Attest: _____
City Clerk

[S E A L]

SHERIE SHAFFER

By: Sherie Shaffer

Title: self

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

_____
Director of Finance

APPROVED AS TO FORM:

_____
City Attorney

SCHEDULE 1
STATEMENT OF WORK

Summary:
Pueblo Food Project (PFP) is in the process of developing a succession plan that will guide the future of the coalition. PFP will partner with coalition members and Civic Canopy to create a community guided plan that defines PFP's role and work in the Pueblo community. PFP seeks a coordinator to help project manage this process and provide strategic insights along the way.

Expectations and Deliverables:
- Coordinate all succession planning efforts for the Pueblo Food Project from June 1, 2022 thru October 1, 2022
- Develop a succession plan document in collaboration with community members and Civic Canopy
- Provide strategic insights throughout the planning process
- Research possible fiscal sponsors for the Pueblo Food Project
- Work closely with PFP program manager and City of Pueblo Staff as needed

Qualifications
- Demonstrated project management skills
- Demonstrated community engagement experience skills
- Demonstrated teaching skills across diverse audiences
- Reporting and evaluation experience
- Understanding of the Pueblo Food Project

Budget
The selected vendor can bill up to forty (40) hours per month at the rate of $50/hr. No monthly invoice should exceed $2000. The maximum value of this contract is up to $8,000 total through October 2022.

Proposal Requirements
- **Bidders must submit their bid with the following sections**
  - Statement of purpose
    - Why do you want to do this work?
  - Qualifications and relevant experience
    - What qualifications do you possess that lead you to believe you are qualified to do this work?
    - What past experience do you have that is similar to this work?
  - Proposed project plan
    - How will you go about this work?
    - What resources will you provide?
    - What resources will you need?
  - References
    - Please include the name, email, and phone number of three

Consultant
Sherie Shaffer
sa.caffey89@gmail.com
719-406-7078

Statement of Purpose
I have worked closely with PFP through my job at CSU Extension-Pueblo County since the organization's creation. I have experienced firsthand the impact PFP has on the Pueblo Community through the food system and beyond. Planning the future of the organization and making sure impactful efforts can continue in the future is something I see as important on a large scale. Being familiar with the work PFP has done and having been a partner in many of the projects that have been conducted puts me in a position where I can effectively facilitate the conversation on succession with coalition members and Civic Canopy.

Qualifications and Relevant Experience
My qualifications and experience come from the work I have done in my current position at CSU Extension in Pueblo County. I have several projects happening at any one time in my position as Horticulture Agent. I manage all projects from planning, to implementation, to evaluation. Through Extension I have experience in community engagement, as we seek feedback from the community in many forms regarding the needs they are facing and how Extension programming can help meet those needs. I have a plethora of experience teaching various, and diverse audiences about a wide variety of horticulture based topics. I have also had formal classroom teaching experience as an adjunct professor at Pueblo Community College. Programs that I conduct through the Extension office are evaluated for effectiveness and impact. These parameters are reported through our reporting system as well as participant numbers and demographics when available. I am familiar with the work PFP has done since it's creation, and have been a partner in several things such as the edible landscapes project, the community garden sustainability project, the food and farm literacy working group, the Pueblo food systems organization, and most recently the succession planning task force.

Proposed Project Plan
To go about succession planning for the PFP, I would work closely with Civic Canopy and the coalition members of PFP to start conversations about the future of the organization. From those conversations I would again work with Civic Canopy to develop and written plan for the succession of the specific projects and efforts currently under PFP. That plan would be presented to the coalition members for final feedback, and a final draft completed and implemented by the end of this contract. The resources I would provide would be acting as a liaison between the coalition members and Civic Canopy. I would help set and run meetings related to succession planning, take notes and clarify that I have captured the thought and ideas of all attendees, and develop a succession plan document that could be used to guide the future of PFP's work in the community. I would need logistical resources, for example a way to communicate with the coalition as a whole and a way to host virtual/in person meetings. I would also need guidance on succession best practices from Civic Canopy, and guidance on how to best accomplish developing a successful succession plan. In addition I would need guidance on researching fiscal sponsors for the PFP when it comes to what exactly we are looking for and what kind of things we are not looking for.

References
Michael Fisher, County Director, CSU Extension-Pueblo County
fisher@pueblocounty.us, 719-583-6566
Carolyn Valdez, Program Assistant (retired), CSU Extension-Pueblo County

durkskin@gmail.com, 719-250-1076
Catherine Burst, President, Supporters of Horticulture Education
catherineburst@gmail.com

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: August 8, 2022

TO: President Heather Graham and Members of City Council

CC: Nicholas A. Gradisar, Mayor

VIA: Marisa Stoller, City Clerk

FROM: Marisa L. Pacheco – Human Resources Director

SUBJECT: A RESOLUTION APPROVING A SERVICE AGREEMENT BETWEEN THE CITY OF PUEBLO AND FLAHERTY AND HOOD, P.A. IN THE AMOUNT OF $101,250 AND SETTING FORTH $3,750 IN CONTINGENCIES FOR CONSULTING SERVICES FOR THE PERFORMANCE OF A COMPREHENSIVE COMPENSATION STUDY AND ANALYSIS AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

SUMMARY:

Attached is a Resolution approving a service agreement between the City of Pueblo and Flaherty and Hood, P.A. for consulting services to perform a comprehensive compensation study and analysis.

PREVIOUS COUNCIL ACTION:

On April 11, 2022, Resolution No. 14854 was approved by City Council authorizing payment from Project CI2113 – American Rescue Plan Act (ARPA) for governmental services and projects as authorized by section 603(c) (1)(C) of the American Rescue Plan Act and U.S. Treasury Final Rule 31 CFR 35.6. The compensation study was one of the designated projects approved in this resolution.

BACKGROUND:

The scope of services for this agreement includes the performance of a comprehensive study and analysis of the City's compensation program to evaluate market competitiveness related to City salary levels as compared to comparison agencies. The study will also identify pay structure issues such as salary compression between classes, inappropriate overlap of ranges and other structural issues as well as provide an analysis of pay equity among incumbents. In addition to wages, the study will include compilation, review, and analysis of other organizational and market data such as insurance benefits, paid leave, general pay practices and other identified categories of interest to provide a total compensation perspective of how the City of Pueblo compares to the market. Finally, the consultant will communicate the results of the study to City Council and the workforce and will strategize with City administration on the implementation of any findings and adjustments that are recommended.

FINANCIAL IMPLICATIONS:

Funding in the amount of $105,000 will be paid from account CI2113, American Rescue Plan Act for this project.

BOARD/COMMISSION RECOMMENDATION:

Not Applicable to this Resolution.

STAKEHOLDER PROCESS:

Not Applicable to this Resolution.

ALTERNATIVES:

Denial of this resolution will cancel the project.

RECOMMENDATION:

Approval of the Resolution.

Attachments:
Agreement – Flaherty and Hood, P.A.

RESOLUTION NO. 14967

A RESOLUTION APPROVING A SERVICE AGREEMENT BETWEEN THE CITY OF PUEBLO AND FLAHERTY AND HOOD, P.A. IN THE AMOUNT OF $101,250 AND SETTING FORTH $3,750 IN CONTINGENCIES FOR CONSULTING SERVICES FOR THE PERFORMANCE OF A COMPREHENSIVE COMPENSATION STUDY AND ANALYSIS AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

WHEREAS, competitive bids for Project No. 22-0238 Consultant to Perform Compensation Study and Analysis have been received and examined; and

WHEREAS, the proposal of Flaherty and Hood, P.A., 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, THERFORE,

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

SECTION 1.

City Council authorizes Project No. 22-0238 Consultant to Perform Compensation Study and Analysis to be performed, and the contract for said project is hereby awarded to Flaherty and Hood, P.A, in the amount of $101,250 plus $3,750 in contingencies.

SECTION 2.

Funds for the project shall be paid from account CI2113, American Rescue Plan Act.

SECTION 3.

The Purchasing Agent is 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.

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

SECTION 4.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED August 8, 2022

BY: Sarah Martinez
MEMBER OF CITY COUNCIL

APPROVED: _____
PRESIDENT OF CITY COUNCIL

ATTESTED BY: _____
CITY CLERK

AGREEMENT FOR PROFESSIONAL SERVICES
BY AND BETWEEN CITY OF PUEBLO AND
FLAHERTY& HOOD, P.A.

THIS AGREEMENT is made and entered this ___ day of _____, 20__, by and between Pueblo, a Municipal Corporation (hereinafter referred to as "Client") and Flaherty & Hood, P.A., a registered business in the State of Minnesota (hereinafter referred to as "Consultant") for Consultant to render professional public sector compensation consulting services for Client with respect to Bid 22-038 RFP Consultant to Perform Compensation Study and Analysis and related ancillary services, hereinafter referred to as the "Project." In consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

SECTION 1. GENERAL AND SCOPE OF SERVICES

(a) Consultant shall satisfactorily perform the professional consulting services for the Project described in more detail in Schedule 1 attached hereto and incorporated herein by reference (the "Base Services") and the Additional City-Wide Services for the Study set forth in Schedule 2 (collectively the "Scope of Services"). Such services shall include all usual and customary professional public sector compensation consulting services contemplated by the Scope of Services. In the event this Agreement follows the selection of Consultant by Client pursuant to a Request for Proposals (RFP), all of the requirements of that RFP are incorporated herein by reference, unless any requirement is expressly excluded in Schedule 1. It is expressly understood that Consultant represents that it has all required licensing and skill in the professional calling necessary to perform the Scope of Services according to the highest professional standards, and Client relies upon the skill of Consultant to do and perform said work in such manner. The acceptance of Consultant's work by Client does not operate as a release of consultant from said understanding and representation.

(b) To the extent Consultant performs any of the Project work through subcontractors or subconsultants, Consultant shall be and remain as fully responsible for the full performance and quality of services performed by such subcontractors or subconsultants as it is for services performed directly by Consultant or Consultant's employees.

SECTION 2. CONSULTANT'S RESPONSIBILITIES

(a) Consultant shall be responsible for the professional quality, accuracy, and timely completion of Consultant's work, including that performed by Consultant's subconsultants and subcontractors irrespective of Client's approval of or acquiescence in same.

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

(c) Consultant shall be completely responsible for the safety of Consultant's employees in the execution of work under this Agreement and shall provide all necessary safety and protective equipment for said employees.

(d) Consultant acknowledges that time is of the essence with respect to the completion of its services under this Agreement. Consultant represents that Schedule 3 attached hereto is the schedule by which Consultant proposes to accomplish its work, with time periods for which it will commence and complete each major work item. Except to the extent the parties agree to time extensions for delays beyond the control of Consultant, Consultant shall adhere to this schedule and perform its work in a timely manner so as not to delay Client's timetable for achievement of interim tasks and final completion of Project work. Consultant further acknowledges that its schedule has accounted for all reasonably anticipated delays, including those inherent in the availability of tools, supplies, labor, and utilities required for the work, the availability of information which must be obtained from any third parties, and all conditions to access to public and private facilities.

(e) Before undertaking any work or incurring any expense which Consultant considers beyond or in

addition to the Scope of Work described in Schedule 1 and Schedule 2 or otherwise contemplated by the terms of this Agreement, Consultant shall advise Client in writing that (i) Consultant considers the work beyond the scope of this Agreement, (ii) the reasons that Consultant believes the out of scope or additional work should be performed, and (iii) a reasonable estimate of the cost of such work. Consultant shall not proceed with any out of scope or additional work until authorized in writing by Client. The compensation for such authorized work shall be negotiated, but in the event the parties fail to negotiate or are unable to agree as to compensation, then Consultant shall be compensated for its direct costs and professional time at the rates set forth in Schedule 2 attached hereto.

SECTION 3. FEES FOR SERVICES; PAYMENT

(a) Client will pay to Consultant as full compensation for all services required to be performed by Consultant under this Agreement, except for services for additional work or work beyond the scope of this Agreement, the maximum sum of U.S. $101,250.00, computed as set forth in Schedule 2.

(b) Consultant shall submit periodic, but not more frequently than monthly, applications for payment, aggregating to not more than the maximum amount set forth above, for actual professional services rendered and for reimbursable expenses incurred. Applications for payment shall be submitted based upon the rates and expense reimbursement provisions set forth in Schedule 2 attached hereto and shall contain appropriate documentation that such services have been performed and such expenses incurred. Thereafter, Client shall pay Consultant for the amount of the application within 45 days of the date such application is received.

(c) No separate or additional payment shall be made for profit, overhead, local telephone expenses, lodging, routine photocopying, computer time, secretarial or clerical time or similar expenses unless otherwise provided and listed in Schedule 2.

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

(e) Compensation for authorized work beyond the scope of this Agreement shall be governed by the provisions of Section 2(e). No such work shall be performed without written authorization and approval of City and certification by the City Director of Finance that a balance of appropriation exists and funds are available for such work.

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

SECTION 4. CLIENT'S RESPONSIBILITIES

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

(b) Client shall designate a Project Representative to whom all communications from Consultant shall be directed and who shall have limited administrative authority on behalf of Client to receive and transmit information and make decisions with respect to the Project. Said representative shall not, however, have authority to bind Client as to matters of governmental policy or fiscal policy, nor to contract for additions or obligations exceeding a value which is the lesser of $5000 or 5% of the maximum contract price.

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

(d) Client shall perform its obligations and render decisions within a reasonable time under the circumstances presented. Based upon the nature of Client and its requirements, a period of 14 days shall be presumed reasonable for any decision not involving policy decision or significant financial impact, when all information

reasonably necessary for Client to responsibly render a decision has been furnished. A period of 46 days shall be presumed reasonable for Client to act with respect to any matter involving policy or significant financial impact. The above periods of presumed reasonableness shall be extended where information reasonably required is not within the custody or control of Client but must be procured from others.

SECTION 5. TERMINATION

(a) Client reserves the right to terminate this Agreement and Consultant's performance hereunder, at any time upon written notice, either for cause or for convenience. Upon such termination, Consultant and its subcontractors shall cease all work and stop incurring expenses, and shall promptly deliver to Client all data, reports, calculations, summaries, documents, work product, and materials as Consultant may have accumulated in performing this Agreement, together with all finished work and work in progress.

(b) Upon termination of this Agreement for events or reasons not the fault of Consultant, Consultant shall be paid at the rates specified in Schedule 2 for all services rendered and reasonable costs incurred to date of termination; together with any reasonable costs incurred within 10 days of termination provided such latter costs could not be avoided or were incurred in mitigating loss or expenses to Consultant or Client. In no event shall payment to Consultant upon termination exceed the maximum compensation provided for complete performance in Section 3(a).

(c) In the event termination of this Agreement or Consultant's services is for breach of this Agreement by Consultant, or for other fault of Consultant including but not limited to any failure to timely proceed with work, or to pay its employees and consultants, or to perform work according to the highest professional standards, or to perform work in a manner deemed satisfactory by Client's Project Representative, then in that event, Consultant's entire right to compensation shall be limited to the lesser of (a) the reasonable value of completed work to Client or (b) payment at the rates specified in Schedule 2 for services satisfactorily performed and reimbursable expenses reasonably incurred, prior to date of termination.

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

SECTION 6. USE OF DOCUMENTS

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

SECTION 7. INSURANCE AND INDEMNITY

(a) Consultant agrees that it shall procure and will maintain during the term of this Agreement, such insurance as will protect it from claims under workers' compensation acts, claims for damages because of personal injury including bodily injury, sickness or disease or death of any of its employees or of any person other than its employees, 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 Consultant shall obtain and keep in force is as follows:

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

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

SECTION 8. SUBCONTRACTS

(a) Client acknowledges that Consultant is the prime contractor and the only party with whom Client has a contractual relationship under this Agreement. To the extent Consultant performs any Project activities through subconsultants or subcontractors, Consultant shall contractually bind each of its subconsultants and subcontractors by subcontract agreement to all of the terms of this Agreement which are for the benefit of Client, and Client shall be a third-party beneficiary of those subcontract provisions.

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

(c) Consultant acknowledges that, due to the nature of the services to be provided under this Agreement, the Client has a substantial interest in the personnel and consultants to whom Consultant assigns principal responsibility for services performed under this Agreement. Consequently, Consultant represents that it has selected and intends to employ or assign the key personnel and consultants identified in its proposal submitted to Client prior to execution of this Agreement to induce Client to enter this Agreement. Consultant shall not change such consultants or key personnel except after giving notice of a proposed change to Client and receiving Client's consent thereto. Consultant shall not assign or reassign Project work to any person to whom Client has reasonable objection.

SECTION 9. REQUIRED FEDERAL PROVISIONS

(a) Consultant understands that Client may be funding the Project in whole or part with funds provided by the American Rescue Plan Act of 2021, Coronavirus State and Local Fiscal Recovery Funds (SLFRF Program). Consultant agrees it is subject to and shall comply with all applicable provisions of said Title 2 CFR, Part 200 for which the contract award has been made and applicable regulations.

(b) Consultant shall comply with the attached Special Funding Contract Requirements and any/all other Federal, State, and local laws applicable to its activities.

(c) All records with respect to any matters covered by this Agreement shall be available for inspection by Client, the U.S. Treasury Department, or any other Federal or State fund auditing agencies regarding use of ARPA funds at any time during normal business hours and as often as agencies deem necessary, to audit, examine and make excerpts or transcripts of relevant information, and otherwise to perform its official functions or duties.

SECTION 10. MISCELLANEOUS

(a) Notices. Any and all notices or other communications required or permitted by this Agreement or by law to be served on or given to either Consultant or Client by the other party shall be in writing and shall be deemed duly served and given when personally delivered to the party to whom it is directed, or in lieu of such personal service, when deposited in the United States mail, first-class postage prepaid, addressed to the Client, City's Department of Human Resources, Attention: Marisa Pacheco, HR Director, 301 W. B Street, Pueblo, Colorado, 81003, or to Consultant at Flaherty & Hood, P.A., Attention: Brandon Fitzsimmons, Shareholder Attorney, 525 Park St., Suite 470, Saint Paul, Minnesota, 55103. Either party may change his address for the purpose of this paragraph by giving written notice of such change to the other party in the manner provided in this paragraph.

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

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

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

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

(f) Equal Employment Opportunity. In connection with the performance of this Agreement, neither Consultant nor its consultants shall discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, disability or age. Consultant shall endeavor to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, national origin, disability or age.

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

SECTION 11. COMPLIANCE WITH IMMIGRATION REFORM AND CONTROL ACT OF 1986.

Consultant certifies that it has complied with the United States Immigration Reform and Control Act of 1986. Consultant represents and warrants that to the extent required by said Act, all persons employed by Consultant for performance of this Agreement have completed and signed Form I-9 verifying their identities and authorization for employment.

SECTION 12. PERA LIABILITY

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

SECTION 13. 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.

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

CITY OF PUEBLO, A MUNICIPAL CORPORATION

By_____
Naomi Hedden, Director of Purchasing

Attest_____
Marisa Stoller, City Clerk

[S E A L]

FLAHERTY & HOOD, P.A.

By_____
Brandon Fitzsimmons, Shareholder Attorney

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

_____
Laura Solano, Chief of Staff

APPROVED AS TO FORM:

_____
Dan Kogovsek, City Attorney

Attachments: Schedule 1: Scope of Services
Schedule 2: Fee Schedule
Schedule 3: Work Schedule
Consultant's project staff
Special Funding Contract Requirements
Additional Information for Agreement

SCHEDULE 1

Scope of Services

Excerpt from Request for Proposal dated May 17, 2022, Sections 2.3 – 2.4

2.3 Objective

The City of Pueblo is a full-service home-rule City that operates under the Mayor/Council form of government. The City Council is made up of a seven (7) member board elected by the residents; four (4) council seats elected by district and three (3) elected at-large.

The Mayor is responsible for supervision and control over all executive and administrative departments and appoints the City's Directors, City Attorney, and Municipal Court Judge (subject to City Council confirmation). The Mayor is also responsible for preparing the annual budget for submission to City Council with a total budget of $111.5 million.

The City has a total of 11 departments:

Airport	Finance	Human Resources	Planning	Stormwater
City Attorney	Fire	Information Technology	Police	Wastewater
City Clerk	Fleet	Mayor's Office	Public Works	
Civil Service	Housing & Citizen Services	Municipal Court	Purchasing	

The City employs approximately 805 full-time employees; many of whom belong to police, fire, and/or general service unions. The employees are assigned to a total of 235 classifications broken down as follows:

Description	**Classifications/Ranks**	**Union Participation**
Appointed	28 Classifications	N/A
General Service	139 Classifications	Pueblo Association of Government Employees
Sworn Police	3 Ranks	International Brotherhood of Police Officers #537
Sworn Fire	6 Ranks	International Association of Firefighters #3
Management	60 Classifications	N/A

The purpose of this project is to ensure appropriate compensation for all civilian employees, sworn employees, middle management, and executive employees. The City's objectives are to:

- Attract and retain qualified employees
- Provide salaries commensurate with assigned duties
- Provide benefits commensurate with comparable government agencies
- Clearly outline promotional opportunities and provide recognizable compensation growth

- Provide justifiable pay differential between individual classes

- Maintain a competitive position with other comparable government entities and private employers within the same geographic areas

2.4 Scope of Service

The Consultant shall conduct comprehensive compensation surveys for all classifications listed above. The services shall include, but not be limited to, the following:

2.4.1 The City will provide copies of all salary schedules and benefits summaries for calendar year 2022 including electronic links to the Collective Bargaining Agreements for all bargaining units/unions.

- The City will provide any other relevant materials available in-house as requested by Consultant to complete the study and analysis.

2.4.2 Consultant shall provide the City's Human Resources Department with bi-monthly reports on the project status including any issues, questions, etc.

2.4.3 Review and provide cost-effective recommendations including rationale to align City's compensation structure for all positions in consideration of the City's current pay practices and policies, internal pay relationships, and the external labor market.

2.4.4 Reevaluate and recommend changes (as applicable) to which agencies the City should compare to for compensation purposes. Due to City code requirements, the compensation study must include data from other local governments within the State of Colorado with equal to or larger citizen populations as compared to Pueblo. However, the City is interested in recommendations regarding any modifications to the list of comparison agencies and the rationale for any such recommendation.

2.4.5 Prepare and submit to the City's Human Resources Department a compensation survey final report that analyzes salary and total compensation labor market data for all job classifications, to include the following:

- Agencies surveyed
- Comparable class title
- Salary range minimum
- Salary range maximum/control point
- Number of observations
- Level of variability of the data
- Market value relative to 100th percentile and the 85th percentile
- Percent of City salary range above/below the market value percentages above
- Explanation and outline of methodology used
- Summary and assessment of City's data relative to the market data points
- Review of current pay structure relative to market data points and/or recommendation of possible change
- Identification of key issues that may need to be addressed such as compression, range overlap, any other modification
- Recommendations that include rationale for each key issue identified and a proposal for implementation
- Review of City's total compensation including health benefits compared to market data points and/or recommendations of possible change(s)
- A key explaining comparative data points used to analyze City salary and total compensation with market salary and total compensation data
- Percentile placement amounts for all positions regarding salary and total compensation relative to market position

2.4.6 Conduct a cost analysis and quantify fiscal impact of proposed implementations/recommendations for adjustment of market valued job classifications that may be out of alignment.

2.4.7 The Consultant shall provide HR a recommended strategy for implementing any changes suggested based on findings within the context of City policies and procedures.

2.4.8 Prepare and deliver presentations regarding study process, findings, and recommendations to:

- Mayor and Human Resources Department
- After approved by Mayor and Human Resources, Consultant shall present to City Council in person or possibly by Zoom if deemed appropriate by the City.

(Continue to next page.)

SCHEDULE 2

Fee Schedule

Excerpt from Consultant's Proposal Submittal dated June 8, 2022, Pages 13 – 14
Updated by Client and Consultant on July 27, 2022 to reflect revisions to payment arrangement and Additional City-Wide Services for Study

FEE SCHEDULE

Base Services

The lump sum cost for Flaherty & Hood, P.A.'s Base Services for the City of Pueblo is: $70,000.

Flaherty & Hood, P.A. proposes to bill the City for 1/3 of the Base Services and for each Additional Service up-front, 1/3 after 20 weeks or when the Market Benchmark and Survey are completed, whichever occurs first, and 1/3 upon completion of the services.

Additional City-Wide Services for Study

Service	Total Cost

Position Classification Evaluation
• Review current process used to evaluate skill, effort, responsibility, working conditions, and other relevant work-related criteria for each job
• General
  o Using city's current job evaluation system or Flaherty & Hood's Job Evaluation System:
  • Define uniform compensable factors and subfactors
  • Establish points for factors and subfactors
• Job specific
  o Establish and draft spreadsheet that systematically and objectively assigns points for each job using factors and subfactors
• Management reviews, comments, and makes any necessary changes on job evaluation system and job specific points
	$23,000

Compile, review, and analyze organizational or market compensation data other than wages and health insurance (11 Categories Have been identified): Specialty Pay • Call Back • On Call Leaves • Funeral/Bereavement • Holidays • Paid Time Off (PTO) • Personal Days • Sick • Vacation Insurance • Dental • Life Contract Language • Work Schedule-Hours	$750 per category $8,250 Total for this additional service

Hourly Rates and Expenses for Additional Services
if requested by Client pursuant to Section 2(e) of the Agreement

Fees and expenses incurred by Flaherty & Hood, P.A. in providing these additional services to the City of Pueblo will be billed as incurred on a monthly basis.

Items in addition to those above or other labor relations, employment law, and human resources services are available to the City of Pueblo and will be billed at the hourly rates of $225 per hour for attorney, $175 per hour for human resource analyst, and $95 per hour for data analyst and administrative assistant, plus expenses.

SCHEDULE 3

Work Schedule

Excerpt from Consultant's Proposal Submittal dated June 8, 2022, Pages 11 - 12

Proposed Schedule

Flaherty & Hood, P.A.'s Job Classification and Compensation Study services for the City of Pueblo will include the following services:.

Base Services

Phase	Services	Timeline after Start

A.	**Introduction and Project Orientation**
	• Review the City of Pueblo's current classification and compensation system, which includes:
	  ○ Classification and compensation-related policies and plans and labor contracts
	  ○ Job descriptions
	  ○ Job evaluation system and ratings
	  ○ Organizational chart
	  ○ Compensation and structure
	  ○ Pay equity reports
	• **Draft communication to incumbent employees and bargaining units explaining the Job Classification and Compensation System Study, execution guides and responses to FAQs for City of Pueblo's management**
		0-4 Weeks

B.	**Market Benchmark and Survey**
	• Establish **market entities and sources** based on statistical analysis and **Market Selection Questionnaire** submitted to City of Pueblo
	• Determine **benchmark jobs** to compare
	• Compile, review and analyze **market compensation data** for benchmarked job classifications, including:
	  ○ Wages: base pay, pay structure, and longevity pay
	  ○ Insurance: health
	• Draft **market comparison data spreadsheets** and discuss with City of Pueblo's management
		10-20 Weeks

Phase	Services	Timeline after Start
C.	**Classification and Compensation System Structure** • Utilizing statistical analysis and **Base Pay Development Questionnaire** submitted to and completed City of Pueblo, analyze internal job evaluation points compared to external market survey data to develop basis on which to update or build pay structure • Draft proposed **modifications to pay structure and schedule that include pay ranges based on job points** • Draft other proposed **Total Rewards recognizing longevity** • Draft **analysis of Agency-wide cost and individual employee wage impact of the proposed pay structure**	22-24 Weeks

D.	**Preparation of Final Documents and Updated Compensation Policies and Plans**
	• Prepare a **final report describing the study results and implementation recommendations**
	• Present on findings and recommendations, including written and/or oral **reports to City of Pueblo governing body and/or employee groups**
	• Draft
	  ○ **Recommended revisions to policies**
	  ○ **Compensation plan to manage compensation clearly, effectively, consistently, and efficiently, including Total Rewards**
	  ○ **How-to and execution guides and usable electronic spreadsheets for updating compensation, including methodology for determining the validity for requests for reclassification and/or compensation changes**
		24-28 Weeks

E.	**System Implementation** • Recommend the best possible approach to coordinating the recommended pay plan with current wage plans, including timelines for implementation, and communicating it with employees	26-28 Weeks
F.	**Training on System Maintenance and Updating** • Conduct training for the City of Pueblo's management on maintaining and updating the pay structure by utilizing the compensation plan and compensation how-to guides and electronic spreadsheets	28-30 Weeks

Consultant's Project Staff

Excerpt from Consultant's Proposal Submittal dated June 8, 2022, Pages 3 – 5



Rachel Parker is a Human Resources Analyst with the law firm of **FLAHERTY & HOOD, P.A.** Rachel compiles, reviews, researches, and develops analysis in the areas of job classification and compensation, labor relations, and employment matters for public sector clients. Rachel has a Bachelor of Science in Speech, Language, and Hearing Science from Minnesota Sate Moorhead University and her Masters of Business Administration, Human Resource Management from Capella University. She is a member of SHRM, Twin Cities Compensation Network, and World at Work Compensation Institute.

Role in Pueblo Compensation Study and Analysis

Because Rachel dedicates her work to providing job classification and compensation services to the firm's public sector clients, she will be readily available and accessible to Pueblo and make Pueblo's needs a priority. Specifically, Rachel will communicate with Pueblo on the process, timeline, strategy, analysis, and recommendations. She will also draft execution guides for each phase of the study, a narrative report on the study, proposed updates to the city's compensation schedule, a recommended implementation strategy, and policies, procedures, and other guidance on updating and maintaining the City's compensation plan.

Work Experience

FLAHERTY & HOOD, P.A. — St. Paul, Minnesota
Human Resources Analyst
Conducts job classification and compensation work, including job analyses, drafting job descriptions, assigning job evaluation ratings, conducting salary surveys, and creating compensation structures. Performs organizational studies addressing services, staffing, and reporting structures, market surveys, and preparing analysis and recommendations.

THRIFTY WHITE PHARMACY — Plymouth, Minnesota & Remote
Human Resources Benefits Specialist
Oversaw employees' benefit forms and Court order forms; processed termed employees benefits; supported with audits relating to benefits; and performed E-Verify, COBRA, FMLA, and EEO.

ROOF TO DECK — St. Paul, Minnesota
Human Resources Manager / Accounting
Processed payroll system information; assisted with annual benefit processing; onboarding of new employees including new hire paperwork and orientation; maintain employee files and HR filing system, working on productivity reports, general ledgers, entering receipts, and invoices.

Education

Capella University	M.B.A., Human Resource Management
Minnesota State Moorhead University	B.S., Speech, Language, and Hearing Science

Professional Associations

Twin Cities Compensation Network
World at Work Compensation Institute Minnesota
Society for Human Resources Management



Brandon M. Fitzsimmons is a shareholder attorney with the law firm of **FLAHERTY & HOOD, P.A.** Brandon provides legal advice and representation services for public entities in labor relations, employment law, and human resources matters. Brandon has his Bachelor of Arts in Political Science with Distinction, *cum laude*, from Creighton University and his Doctor of Jurisprudence (J.D.) from William Mitchell College of Law. Brandon is a member of the National and Minnesota Public Employer Labor Relations Associations, SHRM, and MSBA–Labor and Employment Law Section.

Role in Pueblo Compensation Study and Analysis
Brandon will provide guidance to Pueblo, oversight over the project, and strategy on compensation modifications and implementation strategy.

Work Experience
FLAHERTY & HOOD, P.A. St. Paul, Minnesota
Shareholder and Associate and Senior Attorney
Responsibilities include providing consultation, legal representation, and administrative agency representation for municipal clients before the District Court and state agencies, including the Minnesota Bureau of Mediation Services and Office of Administrative Hearings.

HONORABLE RENEE L. WORKE Waseca, Minnesota
Judicial Clerk
Researched, consulted, and wrote orders and memorandums for Chief Judge and other Third Judicial District judges in south central Minnesota. Ran conciliation court settlement conference hearings and facilitated settlement agreements.

Education
William Mitchell College of Law St. Paul, Minnesota
Juris Doctor

Creighton University Omaha, Nebraska
B.A., Political Science with Distinction, *cum laude*

Bar Admissions
Minnesota

Honors and Awards
2013 and 2014 Super Lawyers-Rising Stars

Professional Associations
National and Minnesota Public Employer Labor Relations Associations
Society for Human Resources Management
Labor and Employment Law, Public Law and Administrative Law Sections of the Minnesota State Bar Association



Ethan Rundquist is a Data Analyst with the law firm of **FLAHERTY & HOOD, P.A.** Ethan compiles, analyzes, and communicates data for job analysis, job evaluation, market surveys, compensation, pay equity, and organizational structures. Ethan has a Bachelor of Arts Degree in Finance And Management from The College of Saint Scholastica. He is a member of Society for Human Resources Management, Twin Cities Compensation Network, and World at Work Compensation Institute.

Role in Pueblo Compensation Study and Analysis
Ethan will draft demographic comparisons on the market entities, market surveys, the market analysis, and details of the proposed modifications to compensation, including the base pay structure, implementation for each employee, and costs.

Work Experience

FLAHERTY & HOOD, P.A. — St. Paul, Minnesota
Data Analyst
Compiles, analyzes, and communicates data for job analysis, job evaluation, market surveys, compensation, pay equity, and organizational structures.

FRANDSEN BANK AND TRUST — Arden Hills, Minnesota
Records Management Specialist
Entered data and prepared documents, spreadsheets, reports and other materials; updated indexes and file data for legal and official documents; set up, optimized and enforced consistent document management policies; maintained files and retrieved information from computer and manual filing systems; and filled out and stored transmittal logs for permanent records.

THE COLLEGE OF ST. SCHOLASTICA — Duluth, Minnesota
REIF Economic Research Project
Collected information from business confidence surveys of businesses in the Duluth community; compiled data in Excel for REIF/regional economic forum; and presented via Powerpoint presentation.

Education

The College of Saint Scholastica — Duluth, Minnesota
Bachelor of Arts Degree in Finance and Management

Certifications
Google Data Analytics
Microsoft Excel Training

Professional Associations
Twin Cities Compensation Network
World at Work Compensation Institute Minnesota
Society for Human Resources Management

SPECIAL FUNDING CONTRACT REQUIREMENTS FOR CITY OF PUEBLO
For use with FEMA, ARPA, SLFRF, and/or other state and federal grant funds and cooperative agreements

This Appendix D shall be added to all City bid projects with the potential utilization of federal or state fund projects (including projects utilizing FEMA, ARPA, SLFRF, or grant funds). The following clauses mirror the Federal Required Contract Provisions available at www.fema.gov/procurement-disaster-assistance-team. Questions about the City's Purchasing Policy and the federal project requirements may be directed to bidinfo@pueblo.us.

Definitions:

Agreement: For the purposes of this bid and/or project, *agreement* shall indicate a contract between City and Contractor.

Contractor: Awarded bidder, consultant, and/or engineer contracted or under agreement with the City for a specified duration or for specific project work.

Contract: Any form of agreement, award, written contract, issued purchase order, purchase agreement, etc. as issued by the City as a result of a formal or informal bid, cooperative agreement, or other award as determined appropriate by the Purchasing Director and/or City Mayor and/or City Council.

Notice:

The project(s) and contracts utilizing funds from a federally established fund, disaster relief program, state program, or other grant fund are subject to the sections contained herein and signature of the bid by the Contractor shall constitute Contractor's agreement to all terms within this bid, agreement, and/or contract.

Failure to adhere to all federal, FEMA, state, grant, and City project requirements may mean suspension or department by the City of Pueblo, the federal government, and other FEMA awarded projects (as per 2 CFR, Part 180, Implementing Executive Orders 12549 and 12689).

It is the Contractor's responsibility to adhere to any federal fund project requirements that may be revised, added, stipulated by the situation or federal fund advisor, etc. Additionally, Contractor must adhere to the terms of the grant award as applicable for each project, including all federal laws, executive orders, federal regulations, state oversight regulations, etc. Failure to adhere to these and all other project requirements may mean suspension or department (see Section 9 below).

As indicated below each Section, some clauses determined nonapplicable for this project may be removed.

1. REMEDIES
Applicable to all contracts/agreements in excess of $250,000; 2 CFR, Part 200, Appendix II(A)
This contract is not estimated to exceed $249,999 and this section has been removed.

2. TERMINATION FOR CAUSE AND CONVENIENCE
Applicable to all contracts/agreements in excess of $10,000; 2 CFR, Part 200, Appendix II(B)

2.1 Termination for Cause. Contractor's failure to perform or observe any covenant, condition, provision, or term of the contract shall constitute Contractor's default. In the event of Contractor's default, the City shall have the right to exercise its legal and equitable remedies as listed in Section 1 above and may immediately terminate the agreement upon written notice to Contractor.

2.2 Termination for Convenience. City shall have the option, in its sole discretion, to terminate the contract at any time during the term for convenience and without cause. City shall exercise this option by giving Contractor written notice of termination including date on which termination shall become effective.

2.3 Within 30 days after specified termination, Contractor shall submit to City a final invoice for actual property shipped, received, and accepted and/or services (partial or in full) accepted as complete by the City's authorized representative. All invoices shall be pro-rated for exact amount of product received or

work submitted. City shall not pay any additional costs for loss of work or contract, administrative or work costs after termination date, costs to subcontractors or subconsultants for loss of work, or any other conditions. The City's payment obligation under this Section shall survive termination of the contract.

3. EQUAL EMPLOYMENT OPPORTUNITY

This section is required for all federal grant and cooperative agreement programs; 2 CFR, Part 200, Appendix II(C)

During the performance of this contract, the Contractor agrees as follows:

3.1 The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

3.2 The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

3.3 The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

3.4 The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

3.5 The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

3.6 The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

3.7 In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of

September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

3.8 The Contractor will include the portion of the sentence immediately preceding paragraph (3.1) and the provisions of paragraphs (3.1) through (3.8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

4. DAVIS BACON ACT

Only applicable for construction contracts in excess of $2,000; include most current Davis Bacon Wages supplement; 2 CFR, Part 200, Appendix II(D)

This contract is not for construction and the Davis Bacon Act section has been removed.

5. COPELAND ANTI-KICKBACK ACT

Only applicable for construction contracts in excess of $2,000; 29 CFR, Part 3

This contract is not for construction and the Copeland Anti-Kickback Act section has been removed.

6. COMPLIANCE WITH CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Applicable for projects in excess of $100,000 that involve employment of mechanics or laborers; 2 CFR, Part 200, Appendix II(E)

This contract is not estimated to exceed $99,999 and this section has been removed.

7. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT/AGREEMENT

Applicable to contracts for performance of experimental, developmental, or research work; 2 CFR, Part 220, Appendix II(F)

This contract is not for use of experimental, developmental, or research and this section has been removed.

8. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

Contracts in excess of $150,000; 2 CFR, Part 200, Appendix II(G)

This contract is not estimated to exceed $149,999 and this section has been removed.

9. DEBARMENT AND SUSPENSION

Required for all federal, state, grant, and cooperative agreement programs; 2 CFR, Part 200, Appendix II(H)

9.1 This contract is a covered transaction for purposes of 2 CFR, Part 180 and 2 CFR, Part 3000. As such the Contractor is required to verify that none of the Contractor, its principals (defined at 2 CFR Section 180.995) or its affiliates (defined at 2 CFR Section 180.905) are excluded (defined at 2 CFR Section 180.940) or disqualified (defined at 2 CFR Section 180.935).

9.2 The Contractor must comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

9.3 This certification is a material representation of fact relied upon by City. If it is later determined that the Contractor did not comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C, in addition to remedies available to City, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

9.4 The bidder agrees to comply with the requirements of 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

10. BYRD ANTI-LOBBYING AMENDMENT

Award of $100,00 or more; 2 CFR, Part 200, Appendix II(I)
This contract is not estimated to exceed $99,999 and this section has been removed.

11. PROCUREMENT OF RECOVERED MATERIALS
Required for all federal grant and cooperative agreement programs; 2 CFR, Part 200, Appendix II(J)

11.1 In the performance of this contract/agreement, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items in accordance with 40 C.F.R. Part 247, unless the product cannot be acquired:

- Competitively within a timeframe providing for compliance with the contract performance schedule.
- Meeting contract performance requirements.
- At a reasonable price.

11.2 Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

11.3 The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.

12. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT
Required for all federal grant and cooperative agreement programs used to purchase telecommunications and video surveillance services or equipment; 2 CFR, Part 200, Appendix II(K)
This contract does not involve telecommunications and video surveillance services or equipment and this section has been removed.

13. DOMESTIC PREFERENCES FOR PROCUREMENT
Required for all federal grant and cooperative agreement programs; 2 CFR, Part 200, Appendix II(L)

To the extent consistent with law and in accordance with 2 C.F.R. § 200.322, Contractor and all of its subcontractors will to the greatest extent practicable under the Contract, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). This requirement must be included in all contracts and purchase orders that Contractor may enter into.

14. ACCESS TO RECORDS
This section from Recommended Contract Provision No. 1; Required for all City federally funded projects

14.1 The Contractor agrees to provide the federal fund and/or grant provider, the City, the Comptroller General of the United States, and/or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

14.2 The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

14.3 In compliance with the Disaster Recovery Act of 2018, the City and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the federal fund and/or grant provider or the Comptroller General of the United States.

15. CHANGES
This section from Recommended Contract Provision No. 2; Required for all City federally funded projects

The cost of changes, modifications, change orders, or constructive changes must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of the project scope.

Changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract as long as the City and Contractor agree to change in writing and change still meets any funding submittal and expiration dates.

16. DEPARTMENT OF HOMELAND SECURITY SEAL, LOGO, AND FLAGS
This section from Recommended Contract Provision No. 3; Required for all City federally funded projects

The Contractor shall not use the Department of Homeland Security (DHS) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific federal fund and or grant administrator approval.

17. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS
This section from Recommended Contract Provision No. 4; Required for all City federally funded projects

This is an acknowledgement that federal financial assistance will be used to fund all or a portion of the contract. The Contractor will comply with all applicable federal law, regulations, executive orders, federal policies, procedures, and directives.

18. NO OBLIGATION BY FEDERAL GOVERNMENT
This section from Recommended Contract Provision No. 5; Required for all City federally funded projects

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-federal entity, Contractor, or any other party pertaining to any matter resulting from the contract.

19. FRAUD AND FALSE OR FRAUDULENT OR RELATED ACTS
This section from Recommended Contract Provision No. 6; Required for all City federally funded projects

The Contractor acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims or Statements) applies to the Contractor's actions pertaining to this contact.

ADDITIONAL INFORMATION FOR AGREEMENT

System for Award Management (SAM) Information

Certificate of Good Standing

Colorado PERA Questionnaire

Affirmative Action Plan

Insurance Certificate(s)

Brandon Fitzsimmons

From: donotreply@sam.gov
Sent: Monday, July 25, 2022 2:31 PM
To: Brandon Fitzsimmons
Subject: CONFIRMATION: Registration Submitted for FLAHERTY & HOOD P A / YVFAETGU1QF8 in the U.S. Government's System for Award Management (SAM)

Solution Builders - ThnAir

Warning: Sender donotreply@sam.gov is not yet trusted by your organization.
Please be careful before replying or clicking on the URLs.
Report Phishing Mark Safe
powered by Graphus®

This email was sent by an automated administrator. Please do not reply to this message.

Dear BRANDON FITZSIMMONS,

You successfully submitted the entity registration for FLAHERTY & HOOD P A / YVFAETGU1QF8 in the U.S. federal government's System for Award Management (SAM). This registration record will remain in Submitted status until all external validations are complete.

What happens next?

1. If you provided a Taxpayer Identification Number (TIN), the Internal Revenue Service (IRS) will conduct a validation of your TIN and Taxpayer Name. This step can take two business days. You will get an email from SAM.gov when that review is complete.

2. Your registration will then be sent to the Defense Logistics Agency (DLA) Commercial and Government Entity (CAGE) Code system for assignment or validation of your CAGE Code. This step averages two business days, but the DLA CAGE team can take up to ten business days, or longer, in peak periods. You will get an email from SAM.gov when that review is complete.

3. If the DLA CAGE team has any questions, they will contact the individual you listed as the Government Business Point of Contact (POC) via email. The email will come from a dla.mil address. Please tell your Government Business POC to respond right away to any requests from a dla.mil email. If a timely response is not received, your registration will be returned to SAM and your registration status changed to Work in Progress. You will have to resubmit and provide the requested information to DLA CAGE to continue.

4. You will get an email from SAM.gov when your registration passes these external validations and becomes Active. Until then, use the Check Registration Status link at SAM.gov to see where your registration is in the review process.

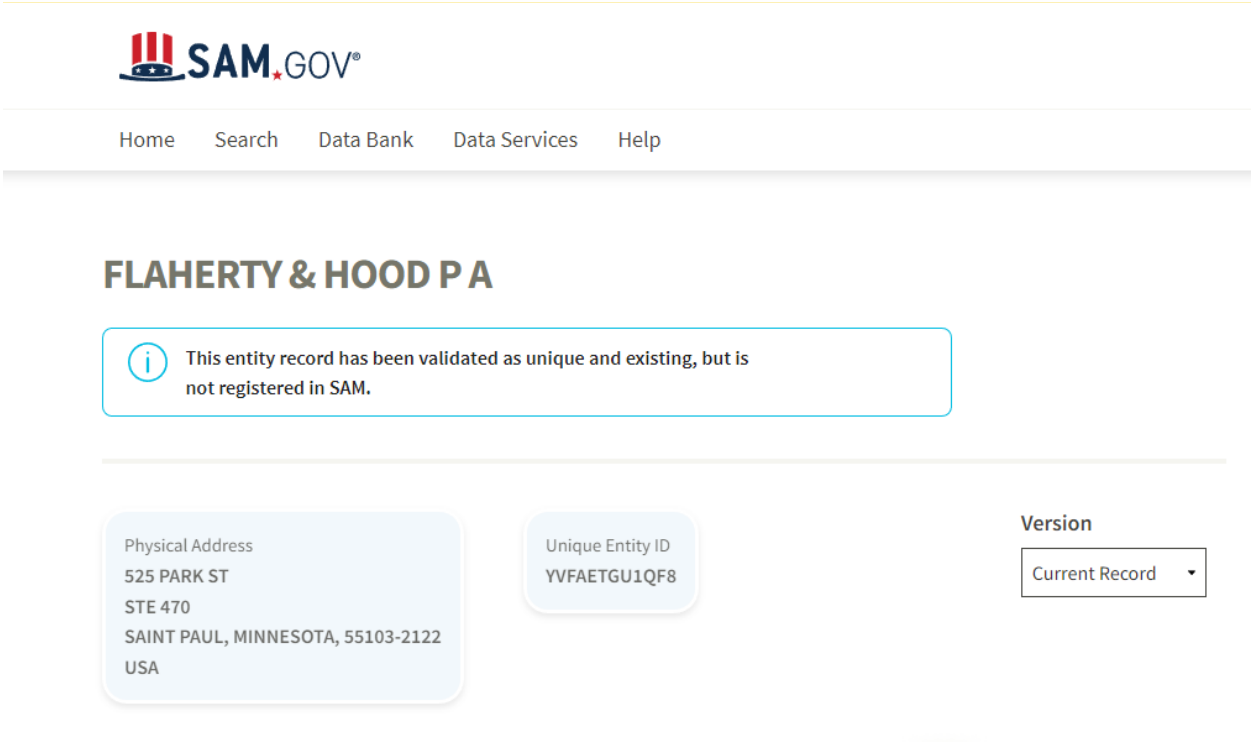
5. If you have not previously submitted a notarized letter formally designating the Entity Administrator for your entity, you must do so now. Failure to do so within 60 days of activation may result in the registration no longer being active. NOTE: You are not required to provide a notarized letter for a federal entity registration.

Remember, this process is entirely FREE to you. It is FREE to register and maintain your registration in SAM. It is FREE to get help with your registration from the Federal Service Desk at www.fsd.gov or by telephone at 866-606-8220 (toll free) or 334-206-7828 (internationally).

In addition, if you are located in the U.S. and its outlying areas, you can get FREE support from your local Procurement

Technical Assistance Center (PTAC), an official resource for government contracting assistance. Go to http://www.aptac-us.org/ to find your closest PTAC.

Thank you,
The System for Award Management (SAM) Administrator
https://sam.gov


SAM.GOV
Home
Search
Data Bank
Data Services
Help
FLAHERTY & HOOD P A
This entity record has been validated as unique and existing, but is not registered in SAM.
Physical Address
525 PARK ST
STE 470
SAINT PAUL, MINNESOTA, 55103-2122
USA
Unique Entity ID
YVFAETGU1QF8
Version
Current Record

Business Record Details »

Minnesota Business Name
Flaherty & Hood, P.A.

Business Type
Business Corporation (Domestic)

File Number
7N-284

Filing Date
08/17/1992

Renewal Due Date
12/31/2022

Number of Shares
1,000,000

Principal Executive Office Address
525 PARK STREET SUITE 470
St Paul, MN 55103
USA

MN Statute
302A

Home Jurisdiction
Minnesota

Status
Active / In Good Standing

Registered Office Address
525 Park Str #470
St Paul, MN 55103
USA

Registered Agent(s)
(Optional) Currently No Agent

Chief Executive Officer
Tim Flaherty
525 PARK STREET SUITE 470
St Paul, MN 55103
USA

Filing History

Filing History

Select the item(s) you would like to order: Order Selected Copies

	Filing Date	Filing	Effective Date
☐	08/17/1992	Original Filing - Business Corporation (Domestic)	
	08/17/1992	Business Corporation (Domestic) Business Name (Business Name: Flaherty & Koebele, P.A.)	

	Filing Date	Filing	Effective Date
☐	03/12/1993	Registered Office and/or Agent - Business Corporation (Domestic)	
☐	03/25/1998	Registered Office and/or Agent - Business Corporation (Domestic)	
☐	10/19/1998	Business Corporation (Domestic) Business Name (Business Name: Flaherty & Associates, P.A.)	
☐	10/27/2000	Business Corporation (Domestic) Business Name (Business Name: Flaherty & Hood, P.A.)	
☐	10/14/2011	Registered Office and/or Agent - Business Corporation (Domestic)	

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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.

N/A

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: Flaherty & Hood, P.A.

Authorized Signature: Brandon Fitzsimmons Title: Principal

Printed Name: Brandon M. Fitzsimmons Date: 7/20/2022

FLAHERTY | HOOD P.A.

SUBMITTAL FOR AFFIRMATIVE ACTION

AFFIRMATIVE ACTION PLAN

Flaherty & Hood, P.A. does not discriminate against any employee or applicant or employment because of race, color, religion, sex, national origin, creed or age.

Flaherty & Hood, P.A. 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, transer, 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,

Brandon Fitzsimmons

Signature

Brandon M. Fitzsimmons

Printed Name

Vice President

Title (must be signed by Managing Member, President, Vice President, or Secretary)

July 25, 2022

Date

525 Park Street | Suite 470 | St. Paul, MN 55103 | 651-225-8840 | Fax 651-225-9088 | FH@flaherty-hood.com

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/26/2022

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	CONTACT NAME:
USI INSURANCE SERVICES LLC 2375 E CAMELBACK RD STE 250 PHOENIX, AZ 85016 (888) 661-3938	PHONE (A/C, No, Ext): (888) 661-3938 FAX (A/C, No): (877) 872-7604 E-MAIL ADDRESS: service.center@travelers.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA	
INSURER B : TRAVELERS CASUALTY AND SURETY COMPANY	
INSURER C : THE TRAVELERS INDEMNITY COMPANY OF CONNECTICUT	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
FLAHERTY & HOOD P.A.
525 PARK ST, SUITE 470
SAINT PAUL, MN 55103

COVERAGES **CERTIFICATE NUMBER:** 181910319451602 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	X		680-391H9322-21	09/01/2021	09/01/2022	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 $2,000,000 $
C	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			BA-5162W239-21	09/01/2021	09/01/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$1,000,000 $ $ $ $
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 5,000			CUP-435H142A-21	09/01/2021	09/01/2022	EACH OCCURRENCE AGGREGATE $	$2,000,000 $2,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		UB-4J622741-21	09/01/2021	09/01/2022	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $500,000 $500,000 $500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: 22-038 RFP CONSULTANT TO PERFORM COMPENSATION STUDY AND ANALYSIS. AS RESPECTS TO GENERAL LIABILITY, THE CITY OF PUEBLO, ITS AGENTS, OFFICERS AND EMPLOYEES IS ADDITIONAL INSURED - BLANKET ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS, CG D1 05, BUT ONLY AS RESPECTS TO WORK PERFORMED BY THE INSURED.

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 Michael J Mulligan

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MINNESOTA LAWYERS MUTUAL
INSURANCE COMPANY

CERTIFICATE OF INSURANCE

ISSUE DATE 07/20/22

333 South Seventh Street
Suite 2200
Minneapolis, MN 55402
612-341-4530 or 800-422-1370
FAX 800-305-1510

THIS CERTIFICATE OF INSURANCE IS FOR INFORMATIONAL PURPOSES ONLY. THIS CERTIFICATE OF INSURANCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND, OR ALTER THE COVERAGE AFFORDED BY THE INSURANCE POLICY(IES)

Named Insured	Company Providing Coverage
Flaherty & Hood, P.A. **525 Park Street, Suite 470** **Saint Paul, MN 55103**	Minnesota Lawyers Mutual Insurance Co. 333 South Seventh Street Suite 2200 Minneapolis, MN 55402

Type of Insurance	Policy Number	Policy Period	Limits of Liability
Lawyers Professional Liability	**4001 30**	**9/1/2021** to **9/1/2022**	**$2,000,000** per claim **$5,000,000** aggregate

Special Items

Certificate Holder	Cancellation
City of Pueblo **230 S Mechanic Street** **Pueblo, CO 81003**	IF ANY OF THE POLICIES LISTED ABOVE ARE CANCELLED PRIOR TO THE POLICY EXPIRATION DATE, MINNESOTA LAWYERS MUTUAL INS. CO. WILL ENDEAVOR TO PROVIDE THE CERTIFICATE HOLDER WITH WRITTEN NOTICE WITHIN 30 DAYS, BUT FAILURE TO PROVIDE SUCH NOTICE WILL NOT IMPOSE LIABILITY OF ANY KIND UPON MINNESOTA LAWYERS MUTUAL INS. CO., ITS AGENTS OR REPRESENTATIVES.

Jennifer Straw

Authorized Representative

MLM-150 (04-10)

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: August 8, 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 ESA PUEBLO, LLC FOR THE USE OF THE NORTH ELIZABETH STREET RIGHT OF WAY AT 6020 NORTH ELIZABETH STREET FOR THE PURPOSE OF INSTALLING TREES

SUMMARY:

Attached is an application for a revocable permit submitted by ESA Pueblo, LLC.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

ESA Pueblo, LLC requests to use the North Elizabeth Street right of way along the side of his property at 6020 North Elizabeth Street. The intent is to meet the City's the landscaping requirements and to provide shade for their customers.

FINANCIAL IMPLICATIONS:

None.

BOARD/COMMISSION RECOMMENDATION:

The Revocable Permit Review Committee recommends approval.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Denying the Resolution will cause the construction to be canceled.

RECOMMENDATION:

Approval of the Resolution.

Attachments:
Revocable Permit, Letter of Intent, Certificate of Insurance, Site Plan

RESOLUTION NO. 14957

A RESOLUTION AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT TO ESA PUEBLO, LLC FOR THE USE OF THE NORTH ELIZABETH STREET RIGHT OF WAY AT 6020 NORTH ELIZABETH STREET FOR THE PURPOSE OF INSTALLING TREES

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

SECTION 1.

The attached Revocable Permit is authorized to be issued to ESA Pueblo, LLC for the use of the right of way on North Elizabeth Street at 6020 North Elizabeth Street.

SECTION 2.

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

SECTION 3.

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

SECTION 4.

The City Clerk is directed to cause said Revocable Permit to be forthwith recorded in the office of the Pueblo County Clerk and Recorder

SECTION 5.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED August 8, 2022

BY: Larry Atencio
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: ESA, Pueblo LLC 1375 Remington Blvd, Suite E Schaumburg, IL 60173 (630) 774-6736
2. Permitted Area: 6020 North Elizabeth Street right of way
3. Purpose of Revocable Permit: Installation of parkway trees.
4. Authorized Improvements: N/A
5. Commencement Date: 06/30/2022 Time: 08:00 AM
6. Ending Date: Indefinite Time:

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~~ SCHAUMBURG, IL this 8TH day of JUNE, 2022.

PERMITTEE:

Organization: ESA Pueblo LLC

By: PAUL BUSCHING

Title: MEMBER

STATE OF ~~COLORADO~~ ILLINOIS)
COUNTY ~~OF PUEBLO~~ COOK) ss.

The foregoing instrument was acknowledged before me the 08 day of JUNE, 2022 by PAUL ERIC BUSCHING as member.

My commission expires: JAN 13, 2024.

[SEAL]

PATRICIA L GIBLER
Official Seal
Notary Public - State of Illinois
My Commission Expires Jan 13, 2024

Notary Public

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

By _____
Nicholas A. Gradisar, Mayor

To Whom It May Concern:

The reason for the request of the revocable permit is to place required landscape trees from the property into the City public right of way due to site constraints, according to Zoning Code Chapter 4, Section 17-4-7, Landscape Performance Standards.

(3) Landscape Locations.

a. Landscape Setback Area.

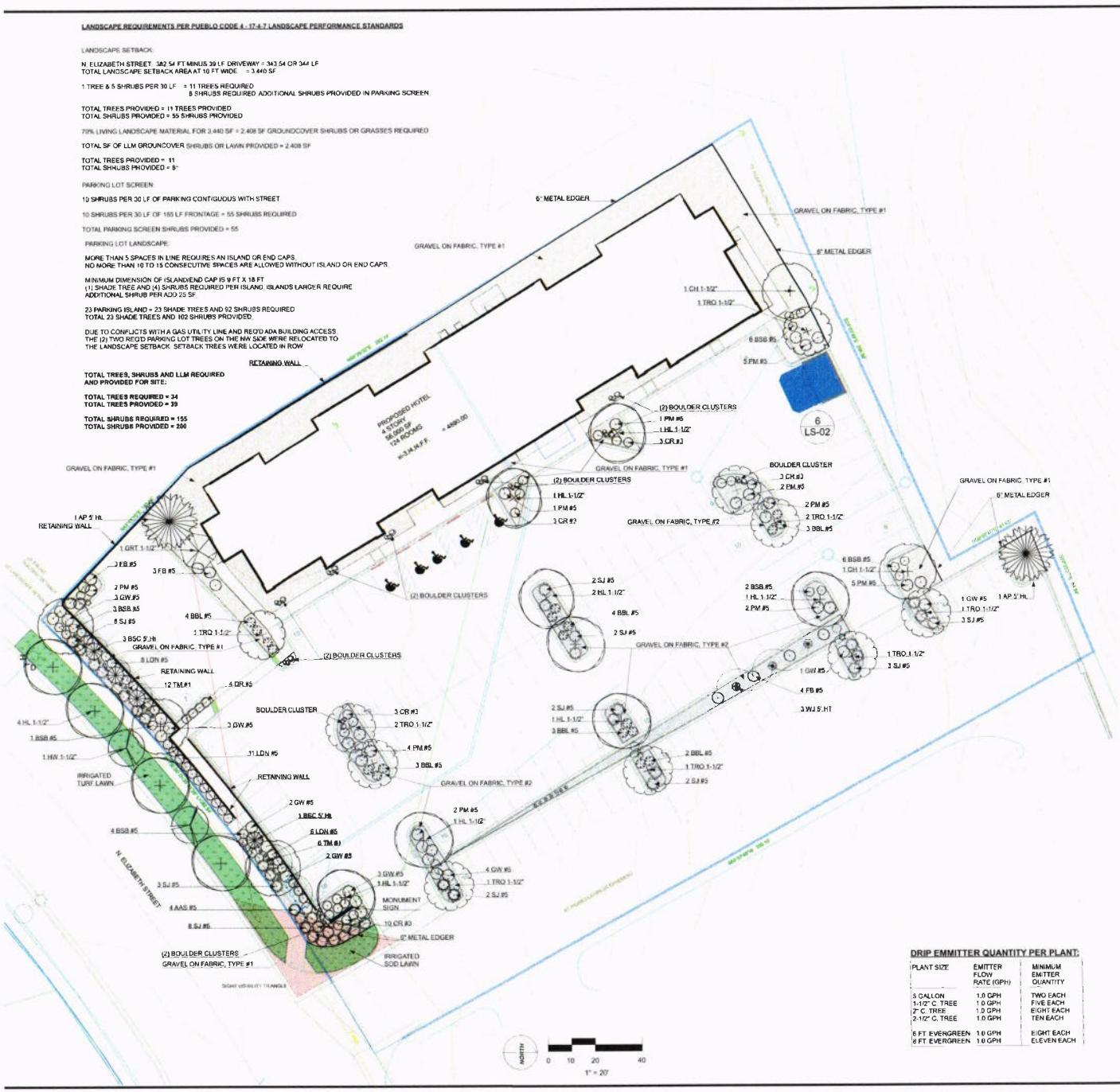
3. On such sites where landscaping of the public right-of-way would comply with the general intent of this Section, the transfer of the area requirements, or a portion thereof, from within the property line to the public right-of-way may be approved by the designated review agency; provided that:

a) The area measurement shall not be less than that required by Subparagraph (b)(3)a. and shall comply with all other design standards and requirements of this Section.

b) The general planning of the City, with particular respect to the transportation system, will not be jeopardized.

c) Execution of a revocable permit between the City and the owner for the use of right-of-way for the purpose of landscaping, with the owner accepting full financial responsibility for all costs for the movement, replacement and relocation of the landscaping thereon to the landscape setback should such permit be revoked by the City. In cases where the City requests a tree-lawn with a detached sidewalk that is located on property, a revocable permit shall not be required.

The revocable permit is requesting the placement of a total of five trees into the public right of way tree lawn area to fulfill the landscape requirement. Three trees were relocated from the landscape setback on property to the public right of way tree lawn area due to the construction of the required ADA public access sidewalk from public sidewalk to front entrance of building. In addition, two parking lot shade trees were relocated to the public right of way tree lawn area due to 1) conflict of the ADA access sidewalk located in a parking island and 2) conflict with utilities located in a parking lot island. All five trees were located in the public tree lawn area on N. Elizabeth Street.



DRIP EMMITTER QUANTITY PER PLANT:

PLANT SIZE	EMITTER FLOW RATE (GPH)	MINIMUM EMITTER QUANTITY
5 GALLON	1.0 GPH	TWO EACH
1-1/2" C. TREE	1.0 GPH	FIVE EACH
2" C. TREE	1.0 GPH	EIGHT EACH
2-1/2" C. TREE	1.0 GPH	TEN EACH
6 FT. EVERGREEN	1.0 GPH	EIGHT EACH
8 FT. EVERGREEN	1.0 GPH	ELEVEN EACH

GENERAL NOTES:

1. ALL WORK SHALL CONFORM TO ALL APPLICABLE STATE AND LOCAL CODES, STANDARDS, AND SPECIFICATIONS.
2. LANDSCAPE DESIGN IS DIAGRAMMATIC IN NATURE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR HIS OWN TAKEOFFS AND QUANTITY CALCULATIONS. IN THE EVENT OF A DISCREPANCY BETWEEN THE PLAN AND THE LANDSCAPE LEGEND, THE PLANT QUANTITY AS SHOWN ON THE PLAN SHALL TAKE PRECEDENCE AND NOTIFY THE LANDSCAPE ARCHITECT OF THESE DISCREPANCIES. MINOR ADJUSTMENTS TO THE LANDSCAPE MATERIAL AND LOCATIONS MAY BE PROVIDED FOR OWNER CONSIDERATION AT THE CONSTRUCTION DOCUMENT STAGE TO RESPOND TO MARKET AND FIELD CONDITIONS. HOWEVER, THERE SHALL BE NO REDUCTION IN THE NUMBER AND SIZE OF MATERIALS.
3. THE CONTRACTOR SHALL MAKE HIMSELF AWARE OF THE LOCATIONS OF EXISTING AND PROPOSED UTILITIES, AND SHALL BE RESPONSIBLE FOR ANY DAMAGE TO THE UTILITIES AND/OR ANY INJURY TO ANY PERSON.
4. ALL UTILITY EASEMENTS SHALL REMAIN UNOBSTRUCTED AND FULLY ACCESSIBLE ALONG THEIR ENTIRE LENGTH FOR MAINTENANCE EQUIPMENT.
5. THE CONTRACTOR SHALL TAKE EXTREME CARE NOT TO DAMAGE ANY EXISTING PLANTS INDICATED AS "TO REMAIN". ANY SUCH PLANTS DAMAGED BY THE CONTRACTOR SHALL BE REPLACED WITH THE SAME SPECIES, SIZE, AND QUANTITY AT THE CONTRACTOR'S OWN EXPENSE, AND AS ACCEPTABLE TO THE OWNER. REFER TO THE TREE PROTECTION NOTES ON THE PLANS (AS APPLICABLE).
6. LANDSCAPE CONTRACTOR SHALL EXAMINE THE SITE CONDITIONS UNDER WHICH THE WORK IS TO BE PERFORMED AND NOTIFY THE GENERAL CONTRACTOR IN WRITING OF UNSATISFACTORY CONDITIONS. IF SITE CONDITIONS OR PLANT AVAILABILITY REQUIRE CHANGES TO THE PLAN, THEN AN APPROVAL WILL BE OBTAINED FROM THE OWNER. DO NOT PROCEED UNTIL CONDITIONS HAVE BEEN CORRECTED.
7. ALL CONSTRUCTION DEBRIS AND MATERIAL SHALL BE REMOVED AND CLEANED OUT PRIOR TO INSTALLATION OF TOPSOIL, TREES, SHRUBS, AND TURF.
8. FOR ALL INFORMATION ON SURFACE MATERIAL OF WALKS, DRIVES, AND PARKING LOTS, SEE THE SITE PLAN. SEE GRADING PLANS FOR EXISTING AND PROPOSED SLOPE CONDITIONS. SEE PHOTOMETRIC PLAN FOR FREE STANDING LIGHTING INFORMATION.
9. ALL LANDSCAPE NOTES SHALL BE COORDINATED WITH ALL APPLICABLE SPECIFICATION SECTIONS. ANY DISCREPANCY SHALL BE BROUGHT TO THE ATTENTION OF THE GENERAL CONTRACTOR AND LANDSCAPE ARCHITECT BEFORE PROCEEDING WITH WORK.
10. THE LANDSCAPE CONTRACTOR SHALL NOTIFY THE LANDSCAPE ARCHITECT ONE WEEK PRIOR TO BEGINNING CONSTRUCTION.
11. WINTER WATERING SHALL BE AT THE EXPENSE OF THE CONTRACTOR UNTIL SUCH TIME AS FINAL ACCEPTANCE IS RECEIVED.
12. ALL LANDSCAPE CONSTRUCTION PRACTICES, WORKMANSHIP, AND ETHICS SHALL BE IN ACCORDANCE WITH INDUSTRY STANDARDS SET FORTH IN THE CONTRACTORS HANDBOOK PUBLISHED BY THE COLORADO LANDSCAPE CONTRACTORS ASSOCIATION.
13. LANDSCAPE AND IRRIGATION WORK SHALL BE COMPLETED PRIOR TO THE ISSUANCE OF THE FINAL CERTIFICATE OF OCCUPANCY.
14. CONTRACTOR SHALL PROVIDE ALL NECESSARY TRAFFIC CONTROL AND SAFETY FENCING FOR THE PROJECT SITE DURING CONSTRUCTION. CONTRACTOR SHALL PROVIDE NECESSARY FENCING TO PROTECT "PRESERVE AREA".

FINISH GRADE AND SOIL PREPARATION

15. CONTRACTOR SHALL RIP EXISTING SUBSOIL A MIN. OF 12" INCHES AND REMOVE ALL ROCKS AND CONSTRUCTION DEBRIS LARGER THAN 2" INCHES, PREPARE FOR TOPSOIL.
16. TO ASSURE POSITIVE DRAINAGE ALL TREE LOCATIONS SHALL HAVE A 12" MOUND OF TOPSOIL MIXTURE TAPERED TO SURROUNDING GRADE IN 12'.
17. CONTRACTOR SHALL CONSTRUCT AND MAINTAIN FINISH GRADES AS RECOMMENDED BY THE GEOTECHNICAL REPORT. ALL LANDSCAPE AREAS SHALL HAVE POSITIVE DRAINAGE AWAY FROM STRUCTURES AT THE MINIMUM SLOPE SPECIFIED IN THE REPORT AND AREAS OF POTENTIAL PONDING SHALL BE REGRADED TO BLEND IN WITH THE SURROUNDING GRADES AND ELIMINATE PONDING POTENTIAL. SHOULD ANY CONFLICTS AND/OR DISCREPANCIES ARISE BETWEEN THE GEOTECHNICAL REPORT, THE GRADING PLANS, THESE NOTES AND ACTUAL CONDITIONS, THE CONTRACTOR SHALL IMMEDIATELY BRING SUCH ITEMS TO THE ATTENTION OF THE LANDSCAPE ARCHITECT AND OWNER.
18. AFTER FINISH GRADES HAVE BEEN ESTABLISHED, IT IS RECOMMENDED THAT THE CONTRACTOR SHALL HAVE SOIL SAMPLES TESTED BY AN ESTABLISHED SOIL TESTING LABORATORY FOR THE FOLLOWING: GENERAL SOIL FERTILITY, PH, ORGANIC MATTER CONTENT, SALT (EC), LIME, SODIUM ADSORPTION RATIO (SAR) AND BORON CONTENT. EACH SAMPLE SUBMITTED SHALL CONTAIN NO LESS THAN ONE QUART OF SOIL. THE SOIL REPORT PRODUCED BY THE LABORATORY SHALL CONTAIN RECOMMENDATIONS FOR THE FOLLOWING (AS APPROPRIATE): GENERAL SOIL PREPARATION AND BACKFILL MIXES, PRE-PLANT FERTILIZER APPLICATIONS, AND ANY OTHER SOIL RELATED ISSUES. THE REPORT SHALL ALSO PROVIDE A FERTILIZER PROGRAM FOR THE ESTABLISHMENT PERIOD AND FOR LONG-TERM MAINTENANCE.
19. THE CONTRACTOR SHALL RECOMMEND INSTALLATION OF SOIL AMENDMENTS AND FERTILIZERS PER THE SOILS REPORT FOR REVIEW BY THE OWNER/OWNER'S REPRESENTATIVE CONSIDERATION.
20. AT A MINIMUM, ALL TOPSOIL SHALL BE AMENDED WITH THE FOLLOWING:
-NITROGEN STABILIZED ORGANIC AMENDMENT COMPOST AT A RATE OF 4.0 CUBIC YARDS PER THOUSAND SQUARE FEET.)
-AMMONIUM PHOSPHATE 16-20-0 AT A RATE OF 10 POUNDS PER THOUSAND SQUARE FEET.
21. COMPOST SHALL BE MECHANICALLY INTEGRATED INTO THE TOP 6" OF SOIL BY MEANS OF ROTOTILLING AFTER GYPSUM RIPPING. GROUND COVER & PERENNIAL BED AREAS SHALL BE AMENDED AT A RATE OF 8 CUBIC FEET PER THOUSAND SQUARE FEET OF NITROGEN STABILIZED ORGANIC AMENDMENT AND 10 LBS. OF [(10-12-12 FERTILIZER PER CU. YD.. ROTOTILLED TO A DEPTH OF 6". NO MANURE OR ANIMAL-BASED PRODUCTS SHALL BE USED FOR ORGANIC AMENDMENTS.

PLANTING

22. ALL DECIDUOUS TREES SHALL HAVE FULL, WELL-SHAPED HEADS; ALL EVERGREENS SHALL BE UNSHEARED AND FULL TO THE GROUND; UNLESS OTHERWISE SPECIFIED. TREES WITH CENTRAL LEADERS WILL NOT BE ACCEPTED IF LEADER IS DAMAGED OR REMOVED. PRUNE ALL DAMAGED TWIGS AFTER PLANTING.
23. ALL PLANTS WITHIN A SPECIES SHALL HAVE SIMILAR SIZE, AND SHALL BE OF A FORM TYPICAL FOR THE SPECIES. ANY PLANT DEEMED UNACCEPTABLE BY THE LANDSCAPE ARCHITECT SHALL BE IMMEDIATELY REMOVED FROM THE SITE AND SHALL BE REPLACED WITH AN ACCEPTABLE PLANT OF LIKE TYPE AND SIZE AT THE CONTRACTOR'S OWN EXPENSE. ANY PLANTS APPEARING TO BE UNHEALTHY, EVEN IF DETERMINED TO STILL BE ALIVE, SHALL NOT BE ACCEPTED. THE LANDSCAPE ARCHITECT SHALL BE THE SOLE JUDGE AS TO THE ACCEPTABILITY OF PLANT MATERIAL.
24. ALL TREES SHALL BE GUYED AND WOOD STAKED AS PER DETAILS. NO "T-STAKES" SHALL BE USED FOR TREES.
25. ALL PLANT MATERIALS SHALL BE TRUE TO TYPE, SIZE, SPECIES, QUALITY, AND FREE OF INJURY, BROKEN ROOT BALLS, PESTS, AND DISEASES, AS WELL AS CONFORM TO THE MINIMUM REQUIREMENTS DESCRIBED IN THE "AMERICAN STANDARD FOR NURSERY STOCK". FOLLOW GREENCO TREE PLANTING RECOMMENDATIONS FOR MINIMUM QUALITY REQUIREMENTS FOR TREES.
26. ALL TREE AND SHRUB BED LOCATIONS ARE TO BE STAKED OUT ON SITE FOR APPROVAL BY THE LANDSCAPE ARCHITECT PRIOR TO INSTALLATION.
27. ALL TREES PLANTED ADJACENT TO PUBLIC AND/OR PEDESTRIAN WALKWAYS SHALL BE PRUNED CLEAR OF ALL BRANCHES BETWEEN GROUND AND A HEIGHT OF EIGHT (8) FEET FOR THAT PORTION OF THE PLAN LOCATED OVER THE SIDEWALK AND/OR ROAD.
28. SPECIFIED ROOT BARRIER SHALL BE INSTALL ADJACENT TALL SIDEWALKS.
29. ALL PLANT MATERIAL SHALL NOT BE PLANTED PRIOR TO INSTALLATION OF TOPSOIL.
30. ALL PLANT BEDS SHALL BE CONTAINED WITH STEEL EDGER. STEEL EDGER IS NOT REQUIRED ALONG CURBS, WALKS OR BUILDING FOUNDATIONS. ALL EDGING SHALL BE 14 GAUGE, OVERLAP AT JOINTS A MINIMUM OF 6 INCHES, AND SHALL BE PAINTED WITH A MINIMUM OF 4 PINS EACH 10 FOOT SECTION. THE TOP OF ALL EDGING MATERIAL SHALL BE A ROLLED TOP AND 1/2 INCH ABOVE THE FINISHED GRADE OF ADJACENT LAWN OR MULCH AREAS. COLOR: GREEN.
31. THE DEVELOPER, HIS SUCCESSOR, OR ASSIGNEE SHALL BE RESPONSIBLE FOR ESTABLISHING AND CONTINUING A REGULAR PROGRAM OF MAINTENANCE FOR ALL LANDSCAPED AREAS. SEE LANDSCAPE GUARANTEE AND MAINTENANCE NOTE.
32. A 5-FOOT CLEAR SPACE SHALL BE MAINTAINED AROUND THE CIRCUMFERENCE OF ALL FIRE HYDRANTS. NO TREES PLANTED CLOSER THAN 10' TO LIGHT POLES. NO SHRUBS PLANTED CLOSER THAN 2' FROM WALK OR CURB.
33. LANDSCAPE CONTRACTOR TO SUBMIT SAMPLES OF MISCELLANEOUS LANDSCAPING MATERIALS TO THE LANDSCAPE ARCHITECTS AND OWNER'S REPRESENTATIVE FOR APPROVAL PRIOR TO INSTALLATION: IE.: MULCH, EDGER, LANDSCAPE FABRIC, ETC.
34. WHERE NECESSARY, INSTALL STANDARD NURSERY CREPE TAPE NOT LESS THAN 4" WIDE, DESIGNED TO PREVENT WITH SUN-SCALD. SECURE EVERY 24" BY TAPING. DO NOT USE DUCT TAPE.

MULCHING

35. AFTER ALL PLANTING IS COMPLETE, THE CONTRACTOR SHALL INSTALL A MINIMUM 4" THICK LAYER OF MULCH AS SPECIFIED IN THE PLANTING LEGEND. INSTALL A 4" THICK RING OF DOUBLE SHREDDED DYED BARK MULCH AROUND ALL PLANT MATERIAL IN ROCK MULCH BEDS WHERE LANDSCAPING IS SHOWN ON THE PLANS. WOOD MULCH RING SIZE SHALL BE 1-1/2 TIME SIZE OF THE OF SHRUB, PERENNIAL, AND ORNAMENTAL GRASS'S ROOTBALL. TREE RING SIZE SHALL BE GREEN INDUSTRIES OF COLORADO INDUSTRY STANDARD WIDTH.
36. ALL MULCH SHALL BE HARVESTED IN A SUSTAINABLE MANNER FROM A LOCAL SOURCE.
37. INSTALL DEWITT PRO 5 WEED BARRIER FABRIC OR APPROVED EQUAL UNDER ALL ROCK MULCH SHRUB BEDS SPECIFIED ON THE PLANS ONLY. NO LANDSCAPE FABRIC SHALL BE USED IN WOOD MULCH AREAS. NO PLASTIC WEED BARRIERS SHALL BE SPECIFIED.
38. ABSOLUTELY NO EXPOSED GROUND SHALL BE LEFT SHOWING ANYWHERE ON THE PROJECT AFTER MULCH HAS BEEN INSTALLED.
39. ALL PLANTING AREAS WITH LESS THAN A 6:1 GRADIENT SHALL RECEIVE A LAYER OF MULCH; TYPE AND DEPTH PER PLANS. SUBMIT 1 CUBIC FOOT SAMPLE OF MULCH (ONE SAMPLE PER TYPE) TO LANDSCAPE ARCHITECT FOR APPROVAL PRIOR TO INSTALLATION. THE MULCH SHALL BE SPREAD EVENLY THROUGHOUT ALL PLANTING AREAS EXCEPT SLOPES 4:1 OR STEEPER, OR AS OTHERWISE DENOTED ON THE PLAN.
40. ALL SHRUB BEDS SHALL BE MULCHED WITH 3" INCHES DEPTH OF SPECIFIED GRAVEL OVER WEED BARRIER FABRIC DISTANCE BELOW CURB HEAD MAY VARY BUT SHOULD BE SAME AS ADJACENT TO WALK. DO NOT BURY LIGHT POLE BASES. ADJUST GRADE WHERE NEEDED. PROVIDE 1/2" DIFFERENCE FROM TOP OF WALK AND TOP OF GRAVEL.

IRRIGATION NOTES (SEE IRRIGATION SHEETS: IR01 & IR02

ALL REQUIRED LANDSCAPE AREAS SHALL INCLUDE A PERMANENTLY INSTALLED AUTOMATIC IRRIGATION SYSTEM. UNLESS A PLANTING AND MAINTENANCE PLAN THAT DOES NOT REQUIRE IRRIGATION IS APPROVED BY THE CITY ADMINISTRATOR. OTHERWISE, THE USE OF IRRIGATION SYSTEM WATER CONSISTENT ON BEST MANAGEMENT PRACTICES ARE RECOMMENDED. DRIP SYSTEM SHALL BE INSTALLED TO IRRIGATE ALL NEW PLANT MATERIAL AND SPRAY NOZZLE SYSTEM FOR GRASS AREAS. GRASS AREAS MUST BE SEPARATELY INSTALLED FROM DRIP NOZZLE PER LOCAL CODE. ALL IRRIGATION EQUIPMENTS SHALL BE INSTALLED PER MANUFACTURER RECOMMENDATIONS.

WJZ Enterprise, LLC
Landscape Architecture
11 Temple Drive
Pueblo, CO 81005
(719) 320-6483

SHEET DESCRIPTION: Landscape Plan

EXTENDED STAY AMERICA HOTEL
6020 North Elizabeth Street
Pueblo, Colorado 81008

REVISIONS:
FOR CONSTRUCTIO
05-13-2022

DATE: 5/18/2021
JOB NUMBER: 00001
DRAWN BY: WJZ
CHECKED BY: WJZ
SCALE: 1" = 20'
SHEET: LS-01

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/15/2022

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	CONTACT NAME: Stuart Adams, Jr	
Adams Insurance Solutions 4390 Hoyt Ct Wheat Ridge CO 80033	PHONE (A/C, No, Ext): (303) 980-0303	FAX (A/C, No): (303) 980-0807
	E-MAIL ADDRESS: stuart@adamsinsurance.biz	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Evanston Insurance Company	35378
INSURED ESA Pueblo LLC 25587 Conifer Road Suite 105-313 Conifer CO 80433	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR	x	x	3FD8083	06/24/22	06/24/23	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ Excluded
	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 ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) Y / N [ ] If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

See Attached

CERTIFICATE HOLDER

The City of Pueblo
Attn: Revocable Permit Review Committee
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 Stuart Adams Jr <SAS>

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ACORD

AGENCY CUSTOMER ID: 7068

LOC #: 1

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
Adams Insurance Solutions		ESA Pueblo LLC 25587 Conifer Road Suite 105-313 Conifer CO 80433
POLICY NUMBER		
3FD8083		
CARRIER	NAIC CODE	
Evanston Insurance Company		EFFECTIVE DATE: 06/24/2022

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

The City of Pueblo is listed as an Additional Insured. A Waiver of Subrogation has been issued in favor of The City of Pueblo.

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Background Paper for Proposed Resolution

COUNCIL MEETING DATE: August 8, 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 PAPA JOSE'S, FOR THE USE OF THE SOUTH UNION AVENUE RIGHT OF WAY TO CONTINUE USE OF THE EXISTING SIDEWALK CAFÉ AT 320 SOUTH UNION AVENUE

SUMMARY:

Attached is an application for a revocable permit submitted by the Papa Jose's, Inc.

PREVIOUS COUNCIL ACTION:

Revocable permit approval for previous owners of business.

BACKGROUND:

Luis Montes with Papa Jose's is requesting the use of the South Union Avenue right of way directly in front of 320 South Union Avenue to continue to use the previously installed sidewalk café.

FINANCIAL IMPLICATIONS:

None.

BOARD/COMMISSION RECOMMENDATION:

The Revocable Permit Review Committee recommends approval.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Denying the Resolution will cause the sidewalk café to be removed.

RECOMMENDATION:

Approval of the Resolution.

Attachments:
Revocable Permit, Letter of Intent, Certificate of Liability, Drawing

RESOLUTION NO. 14958

A RESOLUTION AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT TO PAPA JOSE'S, FOR THE USE OF THE SOUTH UNION AVENUE RIGHT OF WAY TO CONTINUE USE OF THE EXISTING SIDEWALK CAFÉ AT 320 SOUTH UNION AVENUE

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

SECTION 1.

The attached Revocable Permit is authorized to be issued to Luis Montes with Papa Jose's, for use of the right of way at 320 South Union Avenue, for the continued use of the previously installed sidewalk café.

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.

The City Clerk is directed to cause said Revocable Permit to be forthwith recorded in the office of the Pueblo County Clerk and Recorder.

SECTION 5.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED August 8, 2022

BY: Larry Atencio
MEMBER OF CITY COUNCIL

APPROVED: _____
PRESIDENT OF CITY COUNCIL

ATTESTED BY: _____
CITY CLERK

REVOCABLE PERMIT

(Existing Structure)

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: **Papa Jose's 320 S. Union AVe 719-545-7476 4030 Hillside Dr**
2. Permitted Area: **parklet located directly in front of restuarant that includes 4, 4 top tables and 2 benches**
3. Purpose of Revocable Permit: **Allow the Authorized Structure to be within the Permitted Area until termination or revocation of this Revocable Permit.**
4. Authorized Structure: **existing**
5. Commencement Date: **June 28, 2022**
6. Ending Date: **Indefinite**

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. In no event shall the Authorized Structure be enlarged or otherwise expanded beyond its current size or location.

(b) The Authorized Structure shall be 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, the Authorized Structure shall not be tied-down or chained to any tree within or adjacent to the Permitted Area nor shall the Authorized Structure 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) Before the Time of the Ending Date, or immediately upon any other termination of this Permit, Permittee shall, at Permittee's expense, remove the Authorized Structure from the Permitted Area, repair any damage caused by such removal and restore the Permitted Area to a condition compliant with all existing laws. Failure to timely remove the Authorized Structure from the Permitted Area, repair any damage caused by such removal and restore the Permitted Area to a condition compliant with all existing laws shall constitute Permittee's abandonment of the Authorized Structure, and the City may, at Permittee's expense, remove the Authorized Structure from the Permitted Area, repair any damage caused by such removal and restore the Permitted Area to a condition compliant with all existing laws. Permittee agrees to pay all City's costs and expenses, including reasonable attorney fees, incurred in the enforcement of this Permit.

(e) Permittee shall keep the Authorized Structure and Permitted Area in good, clean and safe condition and repair, free from litter, waste and debris.

(f) 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, repair or maintenance of the Authorized Structure in the Permitted Area, or the use of the Permitted Area or Authorized Structure by Permittee, its officers, agents, employees, invitees or general public.

(g) 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.

(h) Permittee shall keep and maintain commercial general liability insurance covering the Permitted Area and the Authorized Structure 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 CA – 4/6/10 and each renewal thereof shall be delivered to the City. Failure to maintain such insurance shall cause this Permit to be automatically revoked.

(i) 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.

(j) 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 (j).

(k) 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 Permittee's Authorized Structure 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 Authorized Structure 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.

(l) 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 (g) and (h) above; or (v) revocation or termination of this Permit by resolution of the City Council of City.

(m) 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 28 day of July, 2022.

PERMITTEE:

Organization or Individual: Papa Joses Inc

By: Luis Montes

Title: OWNER

STATE OF COLORADO)

COUNTY OF PUEBLO) SS..

The foregoing instrument was acknowledged before me the 28 day of July, 2022 by Luis Dani Montes-Delossantos as owner.

My commission expires: November 20, 2023

GERALDINE JACQUELINE ROQUE
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20194043857
MY COMMISSION EXPIRES 11/20/2023

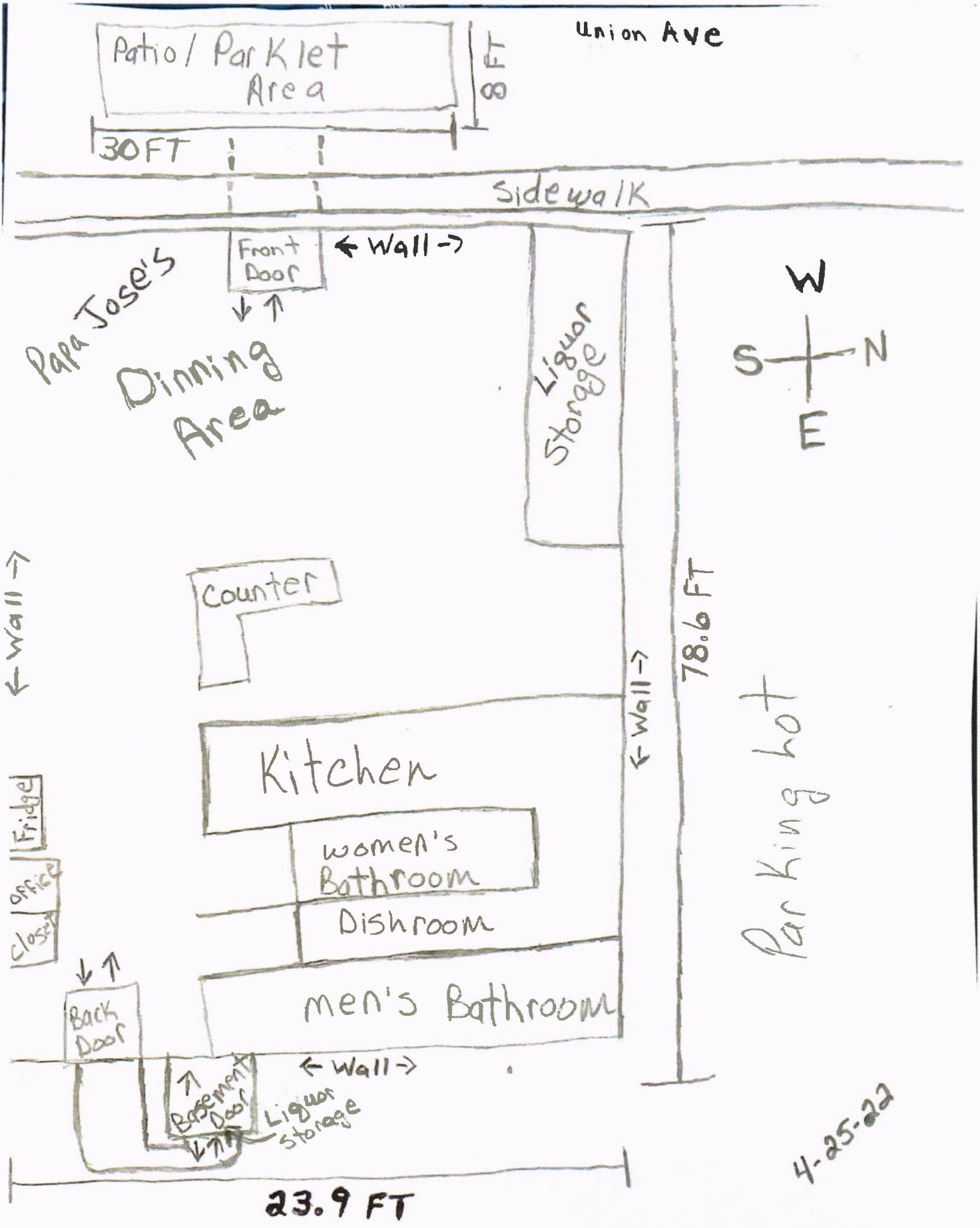
Geraldine Jacqueline Roque

Notary Public

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

By _____

Nicholas A. Gradisar, Mayor


Union Ave
Patio / Parklet Area
8 FT
30 FT
Sidewalk
Front Door
← Wall →
Papa Jose's
Dinning Area
Liquor Storage
W
S
N
E
← Wall →
Counter
← Wall →
78.6 FT
Kitchen
Fridge
Office
Closet
women's Bathroom
Dishroom
men's Bathroom
Back Door
Basement Door
Liquor storage
← Wall →
Parking Lot
4-25-22
23.9 FT

City Council Members,

We are requesting permission to continue to serve alcohol in our existing Parklet located directly in the front of the restaurant. Our parklet consists of 4 four top tables and 2 benches. We are requesting the permit to continue to offer our customers and community an enjoyable responsible experience if they chose to enjoy and alcoholic beverage with their meal. Offering the option also increases revenue for our business. Thank you for your time!

Sincerly,

Dan & Chera Montes
Papa Jose's Inc.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/13/2022

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

Austin Insurance Agency Inc
1301 W. 17th St
Pueblo, CO 81003

CONTACT NAME: Brenda Austin
PHONE (A/C, No, Ext): (719)545-1075 FAX (A/C, No): (719)545-4368
E-MAIL ADDRESS: brenda@austin-ins-agency.com

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

INSURED

PAPA JOSE'S INC
DBA PAPA JOSE'S UNION CAFE
320 S Union Ave
Pueblo, CO 81003-3430

COVERAGES **CERTIFICATE NUMBER: 00006966-67210** **REVISION NUMBER: 2**

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			34SBAAS80JV	06/01/2022	12/01/2022	EACH OCCURRENCE	$ 2,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
	X Liquor Liability						MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 4,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 4,000,000
	OTHER:						Waiver of Subro	$ Included
	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	$
A	BPP			34SBAAS80JV	06/01/2022	12/01/2022	1000 Deductible	142,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

City Of Pueblo
211 East D ST
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

Brenda Austin (BLA)

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City Clerk's Office Item # M-10

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: August 8, 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 FOOD TRUCK UNION FOR THE USE OF A PORTION OF GOODNIGHT AVENUE INSIDE OF CITY PARK ON SUNDAY EVENINGS BETWEEN AUGUST 14TH AND OCTOBER 31ST TO HOST A WEEKLY FOOD TRUCK EVENT

SUMMARY:

Attached is an application for a revocable permit submitted by The Food Truck Union.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

The Food Truck Union requests to use Goodnight Avenue from the Y at Lake Joy Drive to the Y at Nuckolls Avenue on Sundays between August 14 and October 31 2022, from 12:30 pm until 9:30 pm to host their weekly food truck event.

FINANCIAL IMPLICATIONS:

None.

BOARD/COMMISSION RECOMMENDATION:

The Revocable Permit Review Committee recommends approval.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

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

RECOMMENDATION:

Approval of the Resolution.

Attachments:
Revocable Permit, Letter of Intent, Certificate of Liability, Traffic Control Plan

RESOLUTION NO. 14959

A RESOLUTION AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT TO THE FOOD TRUCK UNION FOR THE USE OF A PORTION OF GOODNIGHT AVENUE INSIDE OF CITY PARK ON SUNDAY EVENINGS BETWEEN AUGUST 14TH AND OCTOBER 31ST TO HOST A WEEKLY FOOD TRUCK EVENT

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

SECTION 1.

The attached Revocable Permit is authorized to be issued to The Food Truck Union for the use of Goodnight Ave. from the Y at Lake Joy Drive to the Y at Nuckolls Avenue inside of City Park between August 14th and October 31st, 2022, from 12:30 pm, until 9:30 pm to host their weekly food truck event.

SECTION 2.

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

SECTION 3.

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

SECTION 4.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED August 8, 2022

BY: Larry Atencio
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: **The Food Truck Union 2515 W St. Pueblo, CO 81003 (719)250-7971 City of Pueblo**
2. Permitted Area: **Requesting a road closure of Goodnight ave. within city park from the Y at Lake Joy Drive until the City Park Ave/Nuckolls Ave. Y at the termination of Goodnight Ave.**
3. Purpose of Revocable Permit: **The permit request entails a request to close the road to allow Food Trucks to park with windows facing each other in the street to allow for better ADA access. This will be happening on Sunday afternoons from 08/14/2022 - 10/31/2022**
4. Commencement Date: **August 14, 2022** Time: **12:30pm**
5. Ending Date: **October 31, 2022** Time: **9:30pm**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(l) City reserves and is hereby granted by Permittee access to, under and through the Permitted Area for any and all purposes. City may injure, damage or remove any and all Permittee's Improvements in the Permitted Area in exercising the right of access hereby reserved and granted. Permittee assumes the

risk of injury, loss and damage to Permittee's Improvements within the Permitted area, and City shall have no responsibility or liability for any damage or injuries thereto, whatsoever the cause, including, but not limited to, the acts or omissions of City, its officers, employees, or agents.

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

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

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

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

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

Signed in Pueblo, Colorado this 27 day of July, 2022.

PERMITTEE:

Organization or Individual: Cooper Watts

By:

Title: Founder The Food Truck Union

STATE OF COLORADO)

COUNTY OF PUEBLO) SS..

The foregoing instrument was acknowledged before me the 27 day of July, 2022 by Cooper Russell Watts as Founder "The Food Truck Union".

My commission expires: November 20, 2023.

GERALDINE JACQUELINE ROQUE
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20194043857
MY COMMISSION EXPIRES 11/20/2023

Geraldine Jacqueline Roque
Notary Public

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

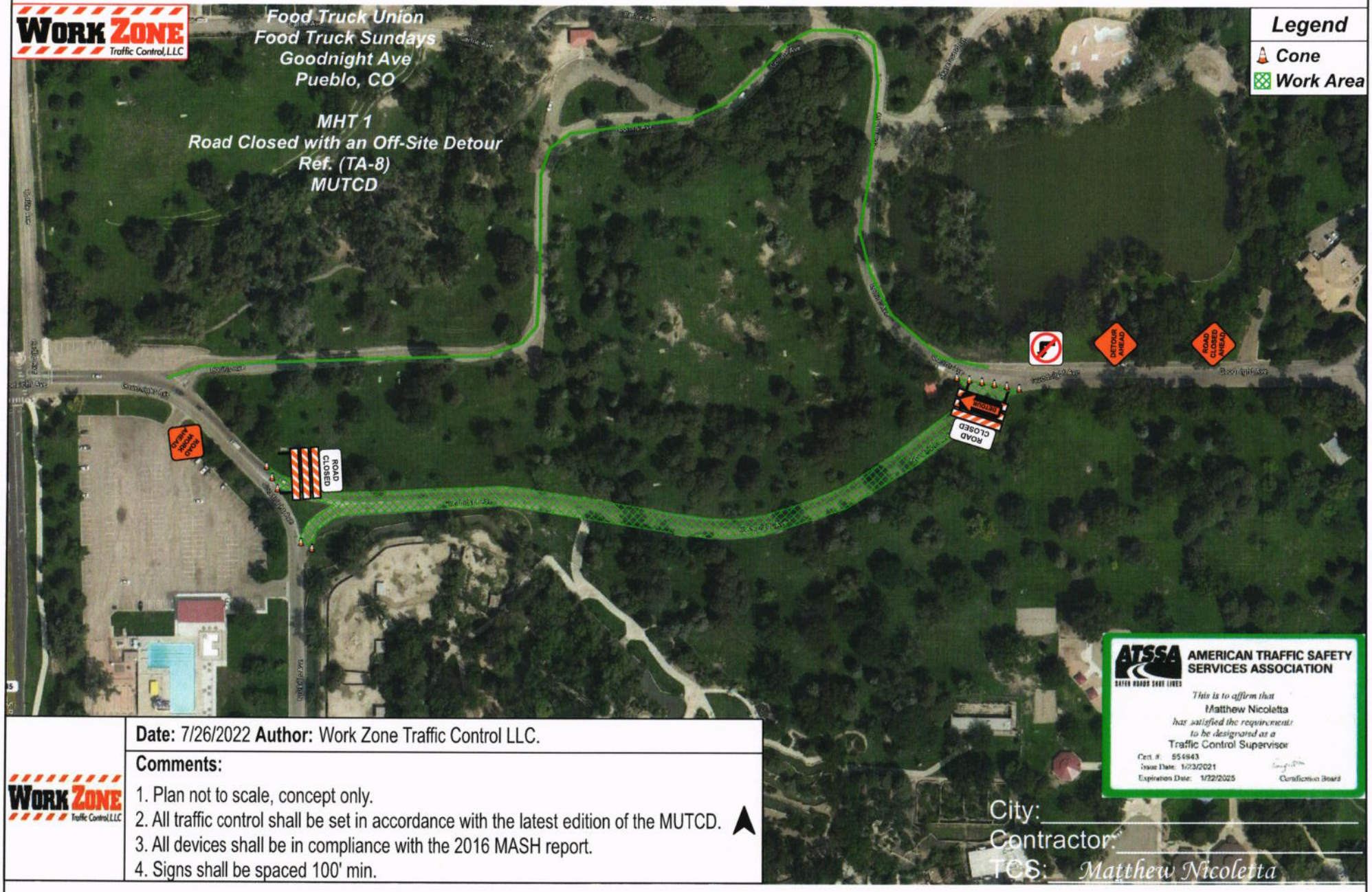
By _____

Nicholas A. Gradisar, Mayor

WORK ZONE Traffic Control, LLC

Food Truck Union
Food Truck Sundays
Goodnight Ave
Pueblo, CO

MHT 1
Road Closed with an Off-Site Detour
Ref. (TA-8)
MUTCD



ATSSA AMERICAN TRAFFIC SAFETY SERVICES ASSOCIATION
SAFER ROADS SAVE LIVES
This is to affirm that
Matthew Nicoletta
has satisfied the requirements
to be designated as a
Traffic Control Supervisor
Cert. #: 554943
Issue Date: 1/23/2021
Expiration Date: 1/22/2025
Certification Board

Date: 7/26/2022 **Author:** Work Zone Traffic Control LLC.

Comments:

1. Plan not to scale, concept only.
2. All traffic control shall be set in accordance with the latest edition of the MUTCD.
3. All devices shall be in compliance with the 2016 MASH report.
4. Signs shall be spaced 100' min.

WORK ZONE Traffic Control, LLC

City: _____
Contractor: _____
TCS: Matthew Nicoletta

Dear Pueblo City Council,

We are requesting the closure of Goodnight Ave from just after the Y at LakeJoy Drive until the Y at Nuckolls on Sundays from 12:30pm-9:30pm for the use of the Food Truck Union event.

There are no sidewalks that will be impeded.

All wastewater is handled in a contained system by each truck and disposed of according to the requirements for a mobile food unit.

All garbage and trash is handled by each individual truck and disposed of in the dumpsters authorized and provided by Pueblo City Parks and Recreation.

We are requesting this closure in hopes that this will make the event safe and more accessible to the entire community, especially for members of the ADA community and those that cannot navigate the grassy hills to access truck windows. This will also allow us more space to allow for access of emergency vehicles/fire department if needed.

Allowing a pedestrian thoroughfare through the center of open food trucks will hopefully allow for a safe, successful, and increasingly popular event throughout the community through the end of the season October 31st, 2022.

Thank you for the support and consideration of this road closure for the safety and ongoing success of this event.

Sincerely,
The FTU Team

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/21/2022

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

StateFarm

Debbi J Gardner Insurance Agency LLC
1300 Fortino Blvd, Ste A
Pueblo CO 81008

CONTACT NAME: Aly Beaudoin
PHONE (A/C, No, Ext): 719-560-9555 FAX (A/C, No):
E-MAIL ADDRESS: aly.m.beaudoin.yd0c@statefarm.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : State Farm Fire and Casualty Company	25143
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

The Food Truck Union LLC
2515 West St
Pueblo CO 81003

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 INSD	SUB WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
L	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	Y	Y	96ERN4348	07/21/2022	07/21/2023	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE OTH-ER	$
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

ADDITIONAL INSURED:
CITY OF PUEBLO, 1 CITY HALL PL, PUEBLO, CO 81003

CITY PARK OF PUEBLO, 800 GOODNIGHT AVE, PUEBLO CO 81005

MINERAL PALACE PARK, 1600 MINERAL PALACE, PUEBLO, CO 81003

CERTIFICATE HOLDER

CITY OF PUEBLO
1 CITY HALL PL
Pueblo CO 81003

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Completed by an authorized State Farm representative. If signature is required, please contact a State Farm agent.

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Background Paper for Proposed Resolution

COUNCIL MEETING DATE: August 8, 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 PUEBLO COMMUNITY COLLEGE FOR THE USE OF ORMAN AVENUE IN BETWEEN HARRISON AVENUE AND ARTHUR STREET AND THEIR RIGHTS OF WAY TO HOLD A BACK-TO-SCHOOL RECRUITING EVENT ON SATURDAY, AUGUST 6, 2022

SUMMARY:

Attached is an application for a revocable permit submitted by Pueblo Community College.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

Pueblo Community College requests to use Orman Avenue from Harrison Avenue to Arthur Street and their rights of way on August 6TH 2022, from 2:00 PM thru 9:00 PM to hold a back-to-school recruiting event call Pantherfest.

FINANCIAL IMPLICATIONS:

None.

BOARD/COMMISSION RECOMMENDATION:

The Revocable Permit Review Committee recommends approval.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

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

RECOMMENDATION:

Approval of the Resolution.

Attachments:
Revocable Permit, Letter of Intent, Certificate of Liability, Traffic Control Plan

RESOLUTION NO. 14960

A RESOLUTION AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT TO PUEBLO COMMUNITY COLLEGE FOR THE USE OF ORMAN AVENUE IN BETWEEN HARRISON AVENUE AND ARTHUR STREET AND THEIR RIGHTS OF WAY TO HOLD A BACK-TO-SCHOOL RECRUITING EVENT ON SATURDAY, AUGUST 6, 2022

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

SECTION 1.

The attached Revocable Permit is authorized to be issued to Pueblo Community College for the use of Orman Avenue in between Harrison Avenue and Arthur Street to hold a back-to-school recruiting event called Pantherfest..

SECTION 2.

The use of the public rights 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 this Resolution to implement the policies and procedures described herein.

SECTION 4.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED August 8, 2022

BY: Larry Atencio
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 Community College 900 W. Orman St. 719-549-3291 Pueblo Community College--State of Colorado**
2. Permitted Area: **Closure of Orman St. between Arthur and Marilynn Streets**
3. Purpose of Revocable Permit: **Road closure from 2:00 pm to 9:00 pm on August 6th, 2022**
4. Commencement Date: **August 6, 2022** Time: **2:00 pm**
5. Ending Date: **August 6, 2022** Time: **9:00 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. Covid-19

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

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

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

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

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

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

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

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

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

Signed in Pueblo, Colorado this 04 day of August, 2022.

PERMITTEE:
Organization or Individual: Pueblo Community College
By: Joe Waneka
Title: Director of Facilities

STATE OF COLORADO)

COUNTY OF PUEBLO) SS..

The foregoing instrument was acknowledged before me the 04 day of August, 2022 by Joseph Wayne Waneka as Director of Facilities.

My commission expires: November 20, 2023

GERALDINE JACQUELINE ROQUE
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20194043857
MY COMMISSION EXPIRES 11/20/2023

Geraldine Jacqueline Roque
Notary Public

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

By _____

Nicholas A. Gradisar, Mayor

Department of Facilities Services
900 W. Orman Ave., SJ 120
Pueblo, CO 81004
719-549-3291

Date: **August 3, 2022**

To: **City of Pueblo**

From: **Joe Waneka, Director of Facilities**

Re: **Orman St. Closure**

Good day,

Pueblo Community College will be hosting our 2nd annual Pantherfest on August 6th. This a campus wide evening event hosted between the hours of 4:00 pm – 7:00 pm. will require the closure of Orman Street between Arthur and Marilyn.

Pantherfest brings continuing and new students to campus to get the help they need to register for the fall semester, learn about PCC programs and resources, and to enjoy an evening of food, games, and fun!

Set-up will start at 2:00 pm with tear down complete at 9:00 pm on August 6th.

If you have additional questions, please let me know.

Respectfully,

Joe Waneka

Joe Waneka
Director of Facilities

www.invarion.com

Pueblo Community College

PUEBLO COMMUNITY COLLEGE
CONSTRUCTION & SPECIAL EVENTS
ORMAN AVE & HARRISON
PUEBLO, CO
AUG, 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

APPROVALS:

CITY: _____ DATE: _____

CONTRACTOR: _____ DATE: _____

TCS: _____ DATE: _____

STATE of COLORADO | CERTIFICATE of INSURANCE

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. It does not amend, extend or alter the coverage afforded below.

INSURED
The State of Colorado, its departments, institutions, agencies, boards, officials, employees and authorized volunteers (except all entities of the University of Colorado, CSU-Fort Collins, University of Northern Colorado, Colorado Mesa University, Fort Lewis, Adams State University and Western State Colorado University).

INSURED (Re: certificate)

Pueblo Community College

SOURCES OF COVERAGE
Cov A… State Risk Management Office
Cov B… State Risk Management Office
All coverages are effective continuously per State Law.

COVERAGES
Self-insured coverages and limits shown on this certificate are those for which the State accepts responsibility pursuant to the Colorado Governmental Immunity, Risk Management, and Workers' Compensation Acts. Notwithstanding any requirement, term or condition of any document to which this certificate may be issued or may pertain, the coverage afforded herein is controlled and limited by the above laws. Commercial coverages are subject to policy terms and conditions.

COV	DESCRIPTION	LIMITS
A	State Self-Insured Liability Fund	Per CRS 24-30-1510(3)(a)
B	State Self-Insured Worker Compensation Fund	Standard Limits (State Law)

PROPERTY LEASES….: This certificate does not apply to a lease agreement that does not conform strictly to the requirements of CRS 24-30-1510(3)e.

ADDITIONAL INSUREDS: The Colorado constitution prohibits including certificate holders as additional insureds.

INDEMNIFICATION and HOLD HARMLESS clauses: This certificate applies to such provisions only to the extent permitted by Colorado law; including the Colorado Constitution, the Governmental Immunity Act, and the Risk Management Act.

CANCELLATION
Should any of the above coverage change, the insured State of Colorado will endeavor to mail notice to the certificate holder named, but failure to mail such notice shall impose no obligation or liability of any kind upon the State.

DESCRIPTION OF OPERATIONS to which this certificate pertains:

The City of Pueblo is included as an additional insured regarding general liability. A waiver of subrogation applies. Coverage dates include set-up and duration of installation of equipment.

CERTIFICATE HOLDER
City of Pueblo
1 City Hall Place
Pueblo, CO 81003

Attn:
Aaron Emerson

Certificate #:
Issue Date: 03/01/22

Eileen Taylor
AUTHORIZED REPRESENTATIVE

Updated June 2021

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: August 8, 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: A RESOLUTION AUTHORIZING THE CITY OF PUEBLO TO APPLY FOR A 2022 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) AND APPROVING A MEMORANDUM OF UNDERSTANDING CONCERNING RECEIPT AND DISBURSEMENT OF FUNDS FROM SAID GRANT AND AUTHORIZING THE MAYOR TO EXECUTE SAME

SUMMARY:

Attached is a Memorandum of Understanding between the City of Pueblo and Pueblo County concerning the disbursements of the FY2022 JAG Local Solicitation award.

PREVIOUS COUNCIL ACTION:

The FY2022 JAG Local Solicitation is an annual formula grant that has been in existence for the past eighteen (18) years. The City and County of Pueblo have received $2,129,180 in JAG Local Solicitation funds since its inception.

BACKGROUND:

The Edward Byrne Memorial Justice Assistance Grant (JAG) Program provides funds to units of local government for the purpose of improving law enforcement technology and upgrading necessary equipment. The program is designed to help local communities address problems specific to their area.

FINANCIAL IMPLICATIONS:

This grant funding represents $101,117.00 to the City and County of Pueblo with no required match. The City's share of the $101,117.00 is $76,849.00.

The City's share will be used to fund seven (7) Police Department equipment projects, including desktop, laptop, and other computer-related equipment for the entire Department, additional investigative tools for the Traffic Unit, and other law enforcement enhancing equipment projects as determined by the Chief of Police. (See attachment for detailed list of proposed equipment). Mr. Gradisar will need to sign the award document and initial the lower right corner of each page of the Special Conditions.

BOARD/COMMISSION RECOMMENDATION:

Not Applicable

STAKEHOLDER PROCESS:

City and County law enforcement leaders have met and agreed to the distribution terms of this annual formula grant since its inception in 2005. A signed MOU between the City and County is a requirement for acceptance of the award. Additionally, a public meeting, to receive public comments on the expenditures, is a requirement of the award. That public meeting will occur on July 26th, 2022. The City and County Attorney Offices, as well as the City Finance Department, will review and approve the attached MOU.

ALTERNATIVES:

The FY2022 JAG Local Solicitation is an annual formula grant that has been in existence for the past eighteen (18) years. The City and County of Pueblo have received $2,129,180 in JAG funds since its inception. In order to receive the funds, the City and County of Pueblo must sign the MOU. If either entity does not sign the MOU, no JAG funds will be received by either entity.

RECOMMENDATION:

Approval of the Resolution.

Attachments:
Memorandum of Understanding (MOU)
Listing of FY2022 JAG Local Solicitation Projects

RESOLUTION NO. 14961

A RESOLUTION AUTHORIZING THE CITY OF PUEBLO TO APPLY FOR A 2022 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) AND APPROVING A MEMORANDUM OF UNDERSTANDING CONCERNING RECEIPT AND DISBURSEMENT OF FUNDS FROM SAID GRANT AND AUTHORIZING THE MAYOR TO EXECUTE SAME

WHEREAS, the City of Pueblo Police Department is requesting the City of Pueblo submit an application to the United States Department of Justice (DOJ) for the 2022 Edward Byrne Memorial Justice Assistance Grant (JAG); and

WHEREAS, the funds from this grant will be utilized by the Police Department, Sheriff's Department, and the District Attorney's Office to benefit the health, welfare, and safety of the citizens of the City; NOW, THEREFORE,

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

SECTION 1.

The 2022 JAG Local Solicitation Application O-BJA-2022-171368 (Grant Application), a copy of which is attached hereto, is hereby approved and authorized for submittal to the United States Department of Justice.

SECTION 2.

The Memorandum of Understanding dated as of July 26th, 2022, by and between the City of Pueblo, a Municipal Corporation, and Pueblo County, Colorado concerning the receipt and disbursement of the 2022 JAG funds, a copy of which is attached hereto, having been approved as to form by the City Attorney, is hereby approved.

SECTION 3.

The Mayor of the City is authorized to execute the Grant Application and Memorandum of Understanding in the name of the City, and his prior signature thereto is hereby ratified and approved. The City Clerk is directed to affix the seal to the Memorandum of Understanding and attest same. The Mayor is also authorized to execute any and all other certifications, assurances and other documents associated therewith.

SECTION 4.

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

SECTION 5.

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

INTRODUCED August 8, 2022

BY: Larry Atencio
MEMBER OF CITY COUNCIL

APPROVED: _____
PRESIDENT OF CITY COUNCIL

ATTESTED BY: _____
CITY CLERK

FY2022 Justice Assistance Grant (JAG) Local Solicitation
Projects & Programs

Grant # 2022 JAG Project # PSxxxx

Disparate Certification

A disparate allocation occurs when a city or municipality is scheduled to receive one and one-half times (150 percent) more than a county with concurrent jurisdiction, while that county bears more than 50 percent of the costs associated with prosecution or incarceration of the municipality's Part 1 violent crime. Multiple disparate allocations occur when multiple cities or municipalities are collectively eligible to receive four times (400 percent) more than the county.

JAG disparate jurisdictions are certified by the Director of the Bureau of Justice Assistance (BJA), based in part on input from the state's Attorney General. For a listing of disparate jurisdictions, go to www.ojp.usdoj.gov/BJA/recoveryJAG/recoveryallocations.html.

Proj #	Name of Project	Agency	Amount	Description
1	Desktop/Laptop and Related Computer Replacement Project	**PPD Services**	$50,159	This project proposes to purchase technical computer equipment for law enforcement and public safety use including desk top computers (towers, monitors, keyboards, etc), laptop computers, and other related computer componets such as mobile printers, and applicable and related software.
2	Remote area lighting (portable)	**PPD CAProp**	$3,410	This project proposes to purchase two (2) 9490 Remote Area Lights and four (4) back-up batteries. These lights will be used by Property Crimes for processing crime scenes, especially remote ones without power.
3	D2M Cable Package	**PPD Traffic**	$12,000	This project proposes to purchase a Bosch crash data recorder cable package which will enable the Traffic section to better analyze fatal/SBI traffic accidents
4	Wireless microphone/headsets	**PPD SID**	$2,775	This project proposes to purchase 15 Air Pro wireless combo kits for wireless earbuds to be used by SID during surveillance.
5	Bluetooth wireless headsets for Crisis Negotiation Team	**PPD CNT**	$1,600	This project proposes to purchase 8 Bluetooth wireless headsets for use by the Crisis Negotiation Team allowing for hands free communication with suspects.
6	Grappling mats for academy	**PPD Academy**	$3,168	This project proposes to purchase 77 grappling mats for use in the Training section for the academy and for in-service training. These mats will ensure safer training for all involved. These will also allow for multiple classes.
7	Loudspeaker	**PPD Patrol**	$3,738	This project proposes to purchase 25 handheld controllers which will enable officers to utilize the loudspeaker from the rear of the car providing for increased safety to the officers.
			$76,849	
1	Automated Defibrillators for Patrol Deputies.	**PCSO**	$19,414	This project proposes to purchase AED's to equip all patrol deputies with this life saving technology. The devices cost $1,495.00 each. This funding will provide for nearly 13 of the reqired 18 AED's needed. Agency funds will cover the remaining devices.
			$19,414	
1	Technical projects/training and equipment.	**PCDA**	$4,854	Purchase technology, supplies, equipment and system upgrades, including the potential purchase of computers, monitors, color printers, and fax
			$4,854	
	Total Grant Amount =		**$101,117**	

MEMORANDUM OF UNDERSTANDING
CONCERNING RECEIPT AND DISBURSEMENT OF
EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG)
FUNDS FOR FY 2022
(GRANT OPPORTUNITY#_O-BJA-2022-171368)

THIS MEMORANDUM OF UNDERSTANDING is made and entered into this 26th_day of July, 2022, by and between the City of Pueblo, a Municipal Corporation (hereafter referred to as the "City") and Pueblo County, Colorado (hereafter referred to as the "County").

WITNESSETH:

WHEREAS, the parties recognize that for FY 2022 Edward Byrne Memorial Justice Assistance Grant (JAG) funding, administered by the U.S. Office of Justice Programs, Pueblo County has been certified as a disparate jurisdiction by the Colorado State Attorney General's Office; and

WHEREAS, Federal Edward Byrne Memorial Justice Assistance Grant funding requires that a certified disparate county and the city or cities within the county are to divide available funds to their mutual satisfaction, and that if the parties are unable to reach a mutual agreement, no jurisdiction is eligible to receive funds; and

WHEREAS, the parties reached an agreement over the receipt of $101,117.00 in JAG funds and the disbursement of those funds and wish to set such agreement as follows.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and in accordance with Federal law, the parties agree as follows:

1. The $101,117.00 JAG Grant Funds will be allocated as follows: The City will receive $76,849.00 and will use these resources to fund one or more projects/programs that are outlined in the Program Narrative attachment of the application. The County will receive $24,268.00 of which the Pueblo County Sheriff's Department will receive $19,414.00 to fund one or more different projects/programs that are outlined in the Program Narrative attachment of the application. The Pueblo County District Attorney will receive $4,854.00 of the County's allocation to fund one or more different projects/programs that are outlined in the Program Narrative attachment of the application. The City will serve as the applicant/fiscal agent.

2. The City, County, Pueblo County Sheriff's Department and Pueblo County District Attorney shall each meet and comply with the assurances, certifications, general and special conditions set forth in the FY 2022 JAG Grant Funds Award which are incorporated herein as if set out herein in full and shall expend their respective funds solely for their approved projects.

IN WITNESS WHEREOF, the parties have entered into this Memorandum of Understanding the day and year first written above.

ATTEST:

By _____
Clerk to the Board

PUEBLO COUNTY, COLORADO

By _____
Chairman, Board of County Commissioners

ATTEST:

By _____
City Clerk

CITY OF PUEBLO, A Municipal Corporation

By _____
Mayor

ATTEST:

By _____

PUEBLO COUNTY SHERIFF

By _____
Kirk Taylor, Sheriff

ATTEST:

By _____

CITY OF PUEBLO POLICE DEPARTMENT

By _____
Chris Noeller, Chief of Police

ATTEST:

By _____

10TH JUDICIAL DISTRICT ATTORNEY

By _____
Jeff Chostner, District Attorney

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: August 8, 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: A RESOLUTION APPROVING A DONATION OF PROPERTY AND RELEASE OF CLAIMS BETWEEN THE CITY OF PUEBLO, A MUNICIPAL CORPORATION, AND THE CITY OF LAMAR, COLORADO RELATING TO A CRAFCO CRACK FILL MACHINE LOCATED AT THE PUEBLO MEMORIAL AIRPORT

SUMMARY:

The Pueblo Memorial Airport would like to donate a CRAFCO crack fill machine to the Southeast Colorado Regional Airport (LAA) and the City of Lamar, Colorado, in conjunction with the Grant Assurances for the Colorado Department of Transportation (CDOT) Division of Aeronautics Grant No. 21-PUB-01.

PREVIOUS COUNCIL ACTION:

Ordinance No. 9921 was passed and approved on May 17, 2021, with accepted CDOT Grant No. 21-PUB-01 and established Project No. AP2104.

BACKGROUND:

As part of the Colorado Division of Aeronautics' pavement program, a grant was issued to the Pueblo Memorial Airport for the purchase of a new crack sealing machine that will be available to all airports within the region. As a CDOT required assurance to the grant, the Pueblo Memorial Airport will donate its old CRAFCO crack fill machine and deliver it to the Southeast Colorado Regional Airport (LAA) and the City of Lamar, Colorado.

FINANCIAL IMPLICATIONS:

Not applicable to this Resolution.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Resolution.

STAKEHOLDER PROCESS:

Not applicable to this Resolution.

ALTERNATIVES:

If this Resolution is not approved, the Pueblo Memorial Airport will not be able to comply with the conditions of CDOT Division of Aeronautics Grant No. 21-PUB-1.

RECOMMENDATION:

Approval of the Resolution.

Attachments:
Colorado Regional Crack Fill Machine Assurance
Agreement for Release of Waiver of Claims

RESOLUTION NO. 14962

A RESOLUTION APPROVING A DONATION OF PROPERTY AND RELEASE OF CLAIMS BETWEEN THE CITY OF PUEBLO, A MUNICIPAL CORPORATION, AND THE CITY OF LAMAR, COLORADO RELATING TO A CRAFCO CRACK FILL MACHINE LOCATED AT THE PUEBLO MEMORIAL AIRPORT

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

SECTION 1.

The donation of the CRAFCO crack fill machine, VIN 1CWZV122561418148, to the Southeast Colorado Regional Airport (LAA) and the City of Lamar, Colorado is hereby approved, subject to the related Agreement for Release and Waiver of Claims ("Release") and the Colorado Regional Crack Fill Machine Assurance ("Assurance"), copies of which are attached hereto, having been approved as to form by the City Attorney.

SECTION 2.

The Mayor is authorized to acknowledge the Release and the Assurance in the name of the City.

SECTION 3.

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

SECTION 4.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED August 8, 2022

BY: Larry Atencio
MEMBER OF CITY COUNCIL

APPROVED: _____
PRESIDENT OF CITY COUNCIL

ATTESTED BY: _____
CITY CLERK

AGREEMENT FOR
RELEASE AND WAIVER OF CLAIMS

THIS AGREEMENT for Release and Waiver of Claims ("Agreement") is made and entered into this _____day of _____, 2022, by the City of Lamar, for its Southeast Colorado Regional Airport, ("Donee") for the benefit of and to be enforceable by the City of Pueblo, a Municipal Corporation ("Donor").

WITNESSETH:

WHEREAS, Donor owns one CRAFCO Crack Fill Machine, VIN: 1CWZV122561418148, along with all associated ancillary equipment, for use at its Pueblo Memorial Airport (herein the "Property"), which is surplus to its needs and is willing to transfer the Property to Donee; and

WHEREAS, the Donee has agreed to accept the Property in its current condition without warranty and to release Donor from any and all claims and demands with respect to the condition or future use of the Property; and

WHEREAS, the Donee desires to enter into this Agreement for the benefit of Donor, setting forth the terms and conditions of its acceptance of the Property.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Transfer. Donor donates and transfers all its right, title, and interest in and to the Property to the Donee and Donee accepts such transfer.

2. Disclaimer of Warranty. DONEE ACCEPTS THE PROPERTY "AS IS, WITH ALL ITS FAULTS." DONOR MAKES NO WARRANTY, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE DESIGN, OPERATION, OR CONDITION OF THE PROPERTY, ITS MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, THE ABSENCE OF LATENT OR OTHER DEFECTS (WHETHER OR NOT DISCOVERABLE), AND DONOR HEREBY DISCLAIMS THE SAME.

3. Release and Discharge. Donee agrees to completely release and forever discharge Donor and its agents, employees, and officers of and from any and all claims, liabilities, or causes of action, whether known or unknown, disclosed or undisclosed, material, or immaterial, liquidated or unliquidated, which Donee or its officers, agents, and employees may have or may hereafter have against the Donor for or by reason of any matter, cause, or thing relating to the transfer, use, or condition of the Property.

4. Donee shall indemnify, defend and hold harmless the Donor and its officers, agents, and employees from any and all claims, actions, assessments, demands, liabilities, causes of

action, whatsoever which may arise after the date of this Agreement out of the transfer, use, operation, or condition of the Property.

5. Nothing in this Agreement 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.

6. 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.

7. The parties hereto agree to execute such other documents and to take such other actions, which may reasonably be necessary to further the purpose of this Agreement.

8. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, and assigns.

9. This Agreement constitutes the entire understanding between the parties pertaining to the subject matter hereof and supersedes any prior understandings, representations, warranties, and agreements between the parties hereto pertaining to the subject matter hereof and may be modified only by a written agreement signed by all of the parties hereto.

10. The person signing this Agreement on behalf of Donee represents and warrants that he or she has the requisite power and authority to enter into, execute, and deliver this Agreement on behalf of Donee and that this Agreement is a valid and legally binding obligation of Donee enforceable against it in accordance with its terms.

IN WITNESS WHEREOF, the parties have entered into this Agreement the day and year first written above.

DONEE
OTERO COUNTY, COLORADO

By_____

Name:_____

Title:_____

DONOR ACKNOWLEDGEMENT
CITY OF PUEBLO, COLORADO

By_____
Nicholas A. Gradisar, Mayor

COLORADO
Department of Transportation
Division of Aeronautics

Colorado Regional Crack Fill Machine Assurance

The purpose of the Colorado Airport Pavement Crack Fill Program is to support and improve the State Aviation System. Eligibility requirements to secure crack fill machines through this program are as follows:

1. Must be an owner or sponsor of an eligible Colorado airport (section 2.3, CDOT Aero P & P Manual).
2. Crack fill machines purchased through this program must be used exclusively on airport.
3. Equipment must be freely shared between other eligible airports within the local area.
4. **Specific to Pueblo Memorial Airport (PUB), authorization for 100% state grant funding for new crack fill equipment is contingent upon safe transfer of currently owned CRAFCO crack fill machine, VIN 1CWZV122561418148, along with all associated ancillary equipment to the Southeast Colorado Regional Airport (LAA) and the City of Lamar CO. PUB will ensure the machine is safe for use, clean and free of structural and operational defects that would impede full utilization of all capabilities inherent with this equipment prior to transfer to LAA. PUB is responsible for coordinating shipment and delivery of the machine to LAA.**

Airport owners and sponsors are responsible for registering, titling, insuring and plating crack fill machines purchased through the Airport Pavement Crack Fill Program. This equipment will have a 7 to 10-year useful life unless otherwise determined by the Division of Aeronautics.

Crack fill machines purchased through the Airport Pavement Crack Fill Program shall be used on eligible COLORADO PUBLIC-USE AIRPORTS ONLY and will be maintained by the airport entity for the useful life of the equipment. Furthermore, airports that possess state-funded crack fill machines shall make this equipment available for use by all eligible airports within the local area free of charge and without encumbrance, condition or caveat. The Division of Aeronautics, as manager of the program may inspect the equipment during periodic airport visits to evaluate their condition and serviceability and to verify proper use.

Crack fill machines purchased through the Airport Pavement Crack Fill Program may be disposed of, traded, or sold by the airport at any time after the pre-determined useful life of the unit. However, Division of Aeronautics approval is required prior to disposing of, selling or trading a state-funded crack fill machine before the end of said useful life. Sponsors shall submit a written request for authorization to the Division of Aeronautics clearly stating the justification for early removal and the intended use of proceeds from any sale.

As an authorized representative I commit the airport sponsor to the above assurances regarding procurement and use of crack fill machines through the Colorado Airport Pavement Crack Fill Program. I will coordinate with the Division of Aeronautics upon disposal of the equipment. Noncompliance with the above assurances may affect my ability to receive Division of Aeronautics grant funding in the future.

Airport - Pueblo Memorial Airport

Airport Sponsor City of Pueblo

Signature _____ **Date** _____

Printed Name & Title _____

Signature _____ **Date** _____

Kip McClain -Division of Aeronautics

City Clerk's Office Item # M-14

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: August 8, 2022

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: James Wagner, Assistant City Attorney

SUBJECT: A RESOLUTION SETTING THE DATE, TIME AND PLACE FOR THE HEARING ON ANY OBJECTIONS TO AN ABATEMENT ASSESSMENT AS SEPTEMBER 16, 2022 AT 9:00 A.M. IN CITY COUNCIL CHAMBERS AND DIRECTING THE MAYOR TO APPOINT A HEARINGS OFFICER

SUMMARY:

Attached is a Resolution directing the Mayor to appoint a hearings officer to hear objections relating to lien assessment notices that will be mailed out on or about August 26, 2022, and setting the date, time and place for the hearing as September 16, 2022 at 9:00 a.m. in City Council Chambers.

PREVIOUS COUNCIL ACTION:

On September 14, 2015, Council approved Ordinance No. 8917, which provides for the assessment of abatement costs. On October 13, 2015, Council approved Ordinance No. 8926, which certified Assessment Roll No. 2015-1. On December 14, 2015, Council approved Ordinance No. 8953, which certified Assessment Roll No. 2016-1. On September 26, 2017, Council approved Ordinance No.'s 9043 and 9044, which certified Assessment Roll No.'s 2016-2 and 2016-3, respectively. On October 23, 2017, Council approved Ordinance No. 9189 which certified Assessment Roll No. 2017-1. On October 23, 2018, Council approved Ordinance No. 9355 which certified Assessment Roll No. 2018-1. On July 22, 2019, Council approved Ordinance No. 9502 which amended the notice of hearing and protest deadlines by expanding each by five days to create more time between the protest filing deadline and hearing date. On October 15, 2019 Council approved Ordinance No. 9570 which certified Assessment Roll No. 2019-1. On October 13, 2020 Council approved Ordinance No. 9789 which certified Assessment Roll No. 2020-1. On October 12, 2021, Council approved Ordinance No. 10023 which certified Assessment Roll No. 2021-1.

BACKGROUND:

Chapter 8 of Title VII of the Pueblo Municipal Code allows for anyone interested in a property for which an abatement lien assessment will be certified to the County Treasurer to object to or protest the assessment. Pursuant to Section 7-8-4, City Council may direct the Mayor to appoint a hearings officer to hear the objections and protests. The hearings officer will provide recommendations for the resolution of any objections or protests to City Council for its review

and consideration. Thereafter, City Council may elect to certify any or all of the assessments to the County Treasurer for collection.

FINANCIAL IMPLICATIONS:

None.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Resolution.

STAKEHOLDER PROCESS:

Not applicable to this Resolution.

ALTERNATIVES:

City Council may choose not to pass this Resolution.

RECOMMENDATION:

The Law Department recommends approval of this Resolution.

Attachments:
Proposed Resolution

RESOLUTION NO. 14963

A RESOLUTION SETTING THE DATE, TIME AND PLACE FOR THE HEARING ON ANY OBJECTIONS TO AN ABATEMENT ASSESSMENT AS SEPTEMBER 16, 2022 AT 9:00 A.M. IN CITY COUNCIL CHAMBERS AND DIRECTING THE MAYOR TO APPOINT A HEARINGS OFFICER

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

SECTION 1.

Pursuant to Chapter 8 of Title VII of the Pueblo Municipal Code, City Council hereby directs the Mayor to appoint a hearings officer to hear any protests or objections to the lien assessment notices that will be posted and/or mailed on or about August 26, 2022.

SECTION 2.

A hearing shall be held at 9:00 a.m. on September 16, 2022 in the City Council Chambers at which time any protests or objections to the report may be heard. Any person interested in or affected by proposed charge may file written protests or objections with the City Clerk no later than seven (7) days prior to the time set for the hearing on the report pursuant to P.M.C. § 7-8-3. Each objection must be in writing, contain a description of the property in which the signer thereof is interested, a description of the signer's interest in the property, and the grounds for such protest or objection. No protests shall be accepted later than close of business on the seventh (7th) day prior to the hearing.

SECTION 3.

The City Clerk is hereby directed to cause notice of said hearing to be posted upon the property involved, published once in a newspaper of general circulation within the City, and served by certified mail, postage prepaid addressed to the owner of the property as the owner's name and address appears on the last assessment roll of the county, if such so appears, or as known to the City Clerk. Such notice or mailing shall be given at least fifteen (15) days prior to the date set for the hearing and shall specify the day, hour and place when the hearing shall be held and when City Council shall pass upon the City's Report of Abatement Lien Assessments and the recommendations of the Hearings Officer.

SECTION 4.

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

SECTION 5.

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

INTRODUCED August 8, 2022

BY: Larry Atencio
MEMBER OF CITY COUNCIL

APPROVED: _____
PRESIDENT OF CITY COUNCIL

ATTESTED BY: _____
CITY CLERK

City Clerk's Office Item # M-15

Background Paper for Proposed RESOLUTION

COUNCIL MEETING DATE: August 8, 2022

TO: President Heather Graham and Members of City Council

CC: Nicholas A. Gradisar, Mayor

VIA: Marisa Stoller, City Clerk

FROM: Alyssa Parga, Secretary to the Mayor

SUBJECT: A RESOLUTION CONFIRMING THE APPOINTMENT BY THE MAYOR OF DEBORAH MACILROY TO THE ADA ADVISORY COMMITTEE

SUMMARY:

This Resolution confirms the appointment by the Mayor of a member to the to serve a four-year term expiring August 30, 2026.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

The Americans with Disabilities Act (ADA) was signed into law on July 26, 1990 and was amended most recently in January 2009. The ADA is a wide-ranging civil rights law that prohibits discrimination based on disability. Disability is defined as "a physical or mental impairment that substantially limits a major life activity," such as walking, seeing, hearing, breathing, thinking, socializing, and working, for example. The ADA includes a list of impairments to major life activities. For more information about what the ADA says, go to the ADA website.

Appointments for this committee are now being processed through the Mayor's Office. Following an announcement in the Chieftain and on the City's website and social media seeking volunteers to serve on this committee, one application was received.

FINANCIAL IMPLICATIONS:

This a volunteer committee and members serve without compensation.

BOARD/COMMISSION RECOMMENDATION:

The Committee recommends approval of this applicant.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Remove from agenda and re-advertise for additional applications.

RECOMMENDATION:

Approval of the Resolution

ATTACHMENTS:
Proposed Resolution
Application

RESOLUTION NO. 14964

A RESOLUTION CONFIRMING THE APPOINTMENTS BY THE MAYOR OF DEBORAH MACILROY TO THE ADA ADVISORY COMMITTEE

WHEREAS, Mayor Nicholas A. Gradisar has requested confirmation by the City Council of his appointment of Deborah MacIlroy to ADA Advisory Committee to serve a four-year term expiring August 30, 2026; NOW, THEREFORE;

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

SECTION 1.

The following individual are hereby appointed to the ADA Advisory Committee to serve a four-year term expiring August 30, 2026.

___Deborah MacIlroy _

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____August 8, 2022_____

BY: _____Larry Atencio_____
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: Wednesday, June 29, 2022 8:58:38 PM

External email. Please use caution.

BOARDS & COMMISSIONS Application

	BOARDS & COMMISSIONS Application for Appointment
	(Section Break)
DATE	6/29/2022
BOARD OR COMMISSION	ADA Advisory Committee
Contact Information	
FIRST NAME	Deborah
LAST NAME	MacIlroy
HOME ADDRESS	4405 Turnberry Crescent
CITY	Pueblo
STATE	CO
ZIP	81001
OFFICE ADDRESS	n/a
CITY	*Field not completed.*
STATE	*Field not completed.*
ZIP	*Field not completed.*
DAYTIME PHONE	602-616-3047
E-MAIL ADDRESS	debmacilroy@gmail.com
ARE YOU CURRENTLY EMPLOYED WITH	NO

THE CITY OF PUEBLO?	
ARE YOU A RESIDENT OF THE CITY OF PUEBLO?	YES
OCCUPATION (or if RETIRED, your previous occupation)	Vision Rehabilitation Therapist
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.	In my work one of my most satisfying accomplishments was working with an older woman who had recently lost her vision. She felt despondent that she would no longer be able to cook for her family, which was something that gave her joy. Together we developed goals and a plan for learning to cook without vision. After teaching her new skills that helped to adapt her kitchen and cooking to her abilities, she was able to cook an entire Thanksgiving meal for her family. It is seemingly simple, but meaningful adaptations in the kitchen that gave her hope and I was able to help facilitate that.
2. Why are you interested in being appointed to this Board or Commission?	I worked for over 10 years on behalf the State of Arizona with adults who are blind or visually impaired teaching skills that enabled them to live their lives to the fullest. This exposed me to other types of disabilities people experience and has made me aware of the diverse needs that can make our world more accessible. I would like to be appointed to this commission in order to advocate on behalf of fellow citizens with disabilities, making our city more accessible.
3. What Goals would you like to see this Board or Commission accomplish?	As a blind person, I know the feeling of isolation that additional challenges can create, preventing inclusion for activities. I want to work to make sure that regardless of ability or disability, Pueblo is a friendly place for all its citizens.
4. List any other items that might be useful in consideration for your appointment to this Board or Commission.	I have lived with a degenerative eye disease for the past 40 years and am now considered blind. My own journey and struggles inform the work I did before retirement and my passion for making Pueblo a friendly place for all residents.
(Section Break)	
Upload résumé, references and/or other pertinent information	*Field not completed.*

Email not displaying correctly? View it in your browser.

City Clerk's Office Item # N-1

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: August 8, 2022

TO: President Heather Graham and Members of City Council

CC: Nicholas A. Gradisar, Mayor

VIA: Marisa Stoller, City Clerk

FROM: Jeff Hawkins, Director of Stormwater

SUBJECT: AN ORDINANCE APPROVING AN AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES IN THE AMOUNT OF $158,846.98 BETWEEN THE CITY OF PUEBLO, A MUNICIPAL CORPORATION, AND AECOM, FOR CONSULTING ENGINEERING SERVICES WITH RESPECT TO THE WEST 29TH STREET DRAINAGE IMPROVEMENTS DESIGN AND AUTHORIZING THE MAYOR TO EXECUTE SAME

SUMMARY:

This Ordinance accepts an agreement between the City of Pueblo and AECOM for consulting engineering services relating to the design to alleviate flooding problems in the residential neighborhood areas along West 29th Street.

PREVIOUS COUNCIL ACTION:

On November 14, 2011, the City Council Approved Resolution No. 12263, approving professional engineering services with Drexel, Barrell & CO. and the project was never completed.

On February 14, 2022, the City Council Approved Ordinance No. 10123, selecting AECOM as the Engineer of Record for the Stormwater Utility Department.

BACKGROUND:

The Stormwater Utility Department is requesting design services to alleviate flooding problems in the residential neighborhood areas along West 29th Street. This project was previously studied, and design plans were produced in 2012. AECOM will take the 2012 design, incorporate new requirements from Colorado 811 SB-18-167, evaluate cost saving alternatives, and revise the cost estimate for 2022 prices.

FINANCIAL IMPLICATIONS:

The cost of the agreement with AECOM to provide design services for the residential neighborhood areas along West 29th Street will not exceed $158,846.98. Funding for this project will be paid from funds available for 29th Street Phase 1. Funding is available and has been budgeted, appropriated, and allocated to Project No. SW1808.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

Alternatives No. 1 – No action
The no-action alternative increases the construction costs significantly and the 29th Street Corridor will continue to experience flooding issues and create maintenance challenges for the Stormwater Maintenance Crew.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:
Professional Services Agreement between the City of Pueblo and AECOM.

ORDINANCE NO. _____

AN ORDINANCE APPROVING AN AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES IN THE AMOUNT OF $158,846.98 BETWEEN THE CITY OF PUEBLO, A MUNICIPAL CORPORATION, AND AECOM, FOR CONSULTING ENGINEERING SERVICES WITH RESPECT TO THE WEST 29TH STREET DRAINAGE IMPROVEMENTS DESIGN AND AUTHORIZING THE MAYOR TO EXECUTE SAME

WHEREAS, consulting engineering services are required with respect to the design of alleviating flooding problems in the residential neighborhood areas along West 29th Street, and;

WHERAS, AECOM is the consulting Engineer of Record and is the most qualified to serve the Pueblo Stormwater Utility Department for such project; NOW, THEREFORE,

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

SECTION 1.

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

SECTION 2.

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

1. Review design plans produced in 2012;
2. Evaluate corrugated high density polyethylene storm pipe as an alternative pipe material to reinforced concrete pipe;
3. Revise the cost estimate for 2022; and
4. Provide updated construction documents.

SECTION 3.

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

SECTION 4.

Funds for work performed under this Agreement shall be from the 29th Street Phase 1 Project No. SW1808.

SECTION 5.

The offices and staff of the City are authorized to perform any and all acts consistent with the intent of this Ordinance and the Agreement approved to implement the transactions described therein.

SECTION 6.

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

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

_____
President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____based on the following objections:

_____
_____
_____
_____

_____
Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

_____
President of City Council

ATTEST

_____
City Clerk

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CONTRACT FOR ENGINEERING SERVICES
BY AND BETWEEN
CITY OF PUEBLO
AND
AECOM TECHNICAL SERVICES, INC.

THIS CONTRACT is made and entered this 1st day of March, 2022, by and between Pueblo, a Municipal Corporation, PO Box 1427, Pueblo, CO 81001 (hereinafter referred to as the "City") and AECOM Technical Services, Inc., a registered California Corporation authorized to do business in the State of Colorado, located at 2315 Briargate Pkwy, Suite 150, Colorado Springs, CO 80920 (hereinafter referred to as the "Engineer"), WITNESSETH:

RECITALS

A. The City solicited competitive proposals for Bid 21-071 Stormwater Department Engineer of Record to provide engineering services to include modeling analysis, long range project planning, engineering design, and construction project management assistance and related services for future City of Pueblo Stormwater Utility projects(hereinafter referred to as "RFP").

B. In response to the RFP, Engineer submitted its statement of qualification and experience (hereinafter referred to as "Response").

C. City has evaluated all Responses submitted and selected Engineer to perform engineering services for various anticipated projects.

NOW, THEREFORE, in consideration of the foregoing Recitals and mutual covenants, City and Engineer agree as follows:

1. ENGAGEMENT.

(a) City engages Engineer and Engineer accepts such engagement to perform the services set forth in this Contract and the Standard Form Agreement for Professional Engineering Services (hereinafter referred to as “Agreement”), execution of which will be required for each project as may be directed by the City. A copy of the Agreement is attached hereto. Anticipated projects (hereinafter referred to as the "Projects") may include and the Scope of Services for each Agreement for any Project shall be consistent with and meet following requirements:

- Perform design services for all types of stormwater infrastructure including stream and habitat rehabilitation, open channels, storm sewers, detention basins, levees, energy dissipation, erosion protection, existing or conflicting utility, and/or Right of Way infrastructure modifications.
- Perform hydrologic/hydraulic modeling and master planning for stormwater projects utilizing EPA SWMM and 1D & 2D modeling software such as MIKE+, FLO 2-D, and HEC-RAS.
- Provide Civil and Structural Engineering required for the design of projects.
- Provide Environmental Engineering and Ecological Consulting as required to complete tasks such as environmental studies, wetlands delineation, geotechnical assessments, Threatened and Endangered species surveys, habitat and wildlife assessments, etc.
- Provide Landscape Architecture and Urban Planning services including landscape design, renderings, and drawings as required.
- Provide Geotechnical Engineering services required for the design process and testing during construction projects.

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- Provide surveying required for the design of the projects and baseline control for contractor use during construction. This service shall be performed by a Professional Land Surveyor.

- Identify easements and properties required for any on/off-site construction, prepare legal descriptions, and provide exhibits needed by City staff for acquiring easements and/or properties. These services may include surveying by a Professional Land Surveyor.

- Prepare and integrate BMP water quality solutions (Low Impact Development/Green Infrastructure, etc.) into stormwater design solutions and develop guidelines for long-term maintenance of water quality facilities.

- Prepare or review floodplain permit applications (as required) including No-Rise certifications and CLOMR/LOMR (as required) for both FEMA and City regulated floodplains.

- Prepare permits and documentation necessary for certification of a levee with all applicable regulatory agencies (as required).

- Prepare project reports, technical memorandums, and basis of design documents.

- Prepare construction contract documents (in conjunction with City) including construction drawings (including Plan & Profile, Details, etc.) and Technical Specifications for capital improvement projects.

    - Drawings will be AutoCAD Civil 3D (Version 2018 or newer) generated.

    - "As-Built or Record Drawings" will be provided to the City in electronic format (PDF and AutoCAD files) on flash-drives/thumb-drives at the completion of each project.

    - Each "As-Built" drawing will be stamped original at the completion of each project, which will become the property of the City of Pueblo.

- Prepare erosion control plans in accordance with all applicable regulatory agencies (as required).

- Prepare Engineer's Opinion of Probable Construction Costs for project at 30-60-90% design stages throughout project or as requested.

- Provide resident engineering, construction administration and oversight, submittal review and field inspection services. Resident Engineering duties must be performed with experienced and qualified personnel approved by City of Pueblo Stormwater Utility. .

- Provide detailed written monthly progress reports throughout the duration of the design and construction of projects.

- Additional support services that may be needed:

    - Provide support reviewing technical drainage reports and plans that address storm water runoff quantity and quality including water quality structures and floodplain issues.

    - Provide trenchless design for the rehabilitation of underground utility infrastructure.

    - Coordinate, manage, and participate in Public Outreach efforts including presentations, individual meetings, publications, graphics, etc.

    - Other projects requiring support from Consultant/Engineer as need arises. Consultant will be contacted to create/review Scope of Service prior to inclusion of service in agreement or subsequent amendments.

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(b) City may, or may not, in its sole discretion undertake any of the Projects. Upon written direction from City, the Engineer shall execute with the City one of the Agreements for each of the Projects as directed by City.

i. If City directs performance of Engineer for one of the Projects, , Engineer shall prepare a specific Scope of Service, Fee Schedule, Timeline, and Identification of Personnel, Subcontractors, and Task Responsibility to be attached to the Agreement as Schedules 1, 2, 3, and 4.

(c) Within a reasonable time after receipt of the Agreement, Engineer shall review same and advise City if the Agreement is acceptable to Engineer, or which modifications/changes Engineer requests with respect thereto.

(d) After mutual approval of the terms and provisions of the Agreement, City will submit same to City Council of City for approval.

2. TERM. This Contract is for a term of three (3) years commencing on the date shown above and ending February 28, 2025. The term of this Contract may be extended for an additional period of two (2) years by way of two (2) one (1) year options, upon mutual agreement of City and Engineer. This Contract may be terminated by either party at any time, without cause or liability, upon ninety (90) days prior written notice given to the other party specifying the date of termination, provided, however, that the termination of this Contract shall not terminate or be deemed to terminate any existing Agreements executed by and between the parties with respect to any specified Project.

3. GENERAL COVENANTS. Engineer covenants that it is:

(a) Competent and qualified to perform the services and work contemplated by this Contract and the Agreement(s) in compliance with applicable Standards of Professional Care in a professional manner and in accordance with the terms of this Contract.

(b) Familiar with the regulations and requirements of the Minimum Qualifications as stated in the RFP, Section 2 with respect to the services and work contemplated by this Contract and the Agreement(s) and will perform such services and work in compliance therewith.

4. RECORDS AND DATABASE. Engineer shall maintain a cost accounting system acceptable to City. The City shall have access to any books, documents, papers, and records of the Engineer that are directly pertinent or relate to this Contract or any Agreements for a specified Project, for the audit purposes, examination, inspection, excerpts, and transcription. The Engineer shall maintain such records for three (3) years after City makes final payments to Engineer and all pending matters are closed. Engineer shall prepare and maintain an electronic database (compatible with AutoCAD) that accurately represents all existing and future civil infrastructure for all Projects completed under this Contract and any Agreements for a specified Project.

5. SPECIFIC COVENANTS. Engineer covenants that, during the performance of this Contract and any Agreement for a specified Project, Engineer will:

(a) comply with all federal statutes and regulations relating to nondiscrimination in federally assisted programs.

(b) comply with the State of Colorado's requirements for State Revolving Fund Loan Projects.

(c) comply with all other laws, regulations, and requirements for applicable Federal, State, local , and grant funded Projects.

6. RIGHTS TO INVENTIONS. Plans, drawings, designs, specifications, inventions, reports and all other documents and materials generated under this Contract or any Agreement for a specified Project shall become the sole property of City, subject to applicable federal grant requirements, and City shall be vested with all rights

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therein of whatever kind and however created, whether by common law, statute, or equity. Engineer shall retain sole ownership of pre-existing proprietary property, including but not limited to, computer programs, software, diagrams, and models.

7. INSURANCE AND INDEMNITY.

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

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

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

(2) Commercial General Liability Insurance. The Engineer 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 Engineer 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 Engineer under the provisions of the Agreement/Contract, and "Completed Operations and Projects Liability" coverage.

(3) Professional Liability Insurance with coverage of not less than $1,000,000 and in a form and with a deductible acceptable to City.

(4) Comprehensive Automobile Liability Insurance. The Engineer 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 Engineer 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 Engineer.

(c) Engineer shall furnish to City a certificate or certificates of insurance showing compliance with this section 7. Engineer shall obtain a special endorsement from its insurance carrier that provides that the insurance shall not be changed or cancelled until ten (10) days after written notice has been given to City and provide a copy of such endorsement to City. Engineer shall immediately notify City of any substantial change in, or cancellation, or non-renewal of any such insurance.

(d) Engineer agrees to hold harmless, defend and indemnify City from and against liability to third parties, to the proportionate extent caused by or arising out of negligent acts, errors or omissions of Engineer, its employees, subcontractors, and consultants.

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

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

(b) Engineer shall not:

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

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

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

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

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

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

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

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

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

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

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

10. CERTIFICATIONS. Engineer certifies that:

(a) Neither Engineer nor any of its principals are presently, or at the time of execution of any Agreement for a specified Project, debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Contract or in any such subsequent Agreement for a specified Project by any entity or agency. Engineer will include this clause in all lower tier transactions, solicitations, proposals, contracts, subcontracts, and agreements.

(b) Engineer is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representatives and that it will comply with the Department of Transportation trade restriction regulations 49 CFR Part 30. Engineer will include this clause and other clauses required by said trade restriction regulations in all lower tier transactions, solicitations, proposals, contracts. subcontracts, and agreements.

11. NOTICES. Any notice required or permitted by this Contract shall be in writing and may be served personally or mailed by first-class mail, postage prepaid, addressed to the party at its address shown on the first page hereof, and if to the City, a copy of thereof shall be given to City of Pueblo, Department of Stormwater Utility, Attn: Jeff Hawkins, Director, 211 E. D Street, Pueblo, CO 81003. Either party may change addresses upon written notice given to the other party specifying the changed address.

12. FINANCIAL OBLIGATIONS OF CITY. All financial obligations of the City under this Contract and any Agreement for a specified Project in any subsequent fiscal year of the City are subject to, and contingent upon, funds being specifically budgeted and appropriated for such purposes (Projects). This Contract 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 of Pueblo, contrary to Article X, § 20 Colorado Constitution or any other constitutional, statutory, or charter debt limitation. Notwithstanding any other provision of this Contract and any Agreement for a specified Project, with respect to any financial obligation of the City which may arise under this Contract in any fiscal year after 2021, in the event the budget or other means of appropriations for any such year fails to provide funds in sufficient amounts to discharge such obligation, such failure shall not constitute a default or breach of this Contract or any Agreement for a specified Project by the City, and the City may terminate this Contract or any Agreement for a specified Project without liability.

13. MISCELLANEOUS.

(a) This Contract shall be governed and interpreted in accordance with the laws of the State of Colorado.

(b) In the event of any litigation arising out of this Contract, the court shall award to the prevailing party its costs and reasonable attorney fees. Venue for any such litigation shall be Pueblo County, Colorado.

(c) This Contract contains the entire agreement between the City and Engineer and incorporates all prior written and oral understandings and agreements between the parties.

(d) This Contract may only be modified or amended by written instrument signed by both City and Engineer.

(e) This Contract shall be binding upon and inure to the benefit of City and Engineer and their respective successors and assigns, provided, however, Engineer shall not assign this Contract, Agreement for a specific Project, or any interest herein without the prior written consent of City.

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14. PERA LIABILITY

The Engineer 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 Contract. The Engineer shall fill out the Colorado PERA Questionnaire attached hereto and submit the completed form to City as part of the signed Contract.

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

CITY OF PUEBLO, A MUNICIPAL CORPORATION

DocuSigned by:
By Naomi Hedden by Teresa May Burns
D2C4F08130C34EB...
Naomi Hedden, Director of Purchasing

DocuSigned by:
Attest Marisa Stoller
7C02EBDFFC3D43...
City Clerk

[S E A L]

AECOM TECHNICAL SERVICES, INC.

DocuSigned by:
By
19BE242674EC45A...
Ryan Weaver, Vice President

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

DocuSigned by:
Laura Solano - City of Pueblo Chief of Staff
141EBFEB4706648F...
Director of Finance

APPROVED AS TO FORM:

DocuSigned by:
Daniel C. Kogovsek - City of Pueblo City Attorney
245CE6E532484B9...
City Attorney

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ADDITIONAL INFORMATION FOR CONTRACT

System for Award Management (SAM) Information

Certificate of Good Standing

Colorado PERA Questionnaire

Affirmative Action Plan

E-Verify Participation Letter

Insurance Certificate(s)

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SAM.GOV®

AECOM TECHNICAL SERVICES, INC.

DUNS Unique Entity ID	SAM Unique Entity ID	CAGE / NCAGE
003184462	**EPUXNLX5EYC4**	**4L767**
Purpose of Registration	Registration Status	Expiration Date
All Awards	**Active**	**Nov 17, 2022**
Physical Address	Mailing Address	
300 S Grand AVE Suite 900 **Los Angeles, California 90071-3135** **United States**	**300 S Grand AVE Suite 900** **Los Angeles, California 90071-3135** **United States**	

Business Information

Doing Business as	Division Name	Division Number
(blank)	**Corporate Office**	**(blank)**
Congressional District	State / Country of Incorporation	URL
California 34	**California / United States**	**https://www.aecom.com**

Registration Dates

Activation Date	Submission Date	Initial Registration Date
Nov 19, 2021	**Nov 17, 2021**	**Sep 7, 2001**

Entity Dates

Entity Start Date	Fiscal Year End Close Date
Sep 29, 1970	**Sep 30**

Immediate Owner

CAGE	Legal Business Name
3ZLQ7	**AECOM**

Highest Level Owner

CAGE	Legal Business Name
(blank)	**(blank)**

Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

Proceedings Questions

Registrants in the System for Award Management (SAM) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2.C.F.R. 200 Appendix XII. Their responses are not displayed in SAM. They are sent to FAPIIS.gov for display as applicable. Maintaining an active registration in SAM demonstrates the registrant responded to the proceedings questions.

Exclusion Summary

Active Exclusions Records?

No

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

Entity Types

Business Types

Entity Structure	Entity Type	Organization Factors
Corporate Entity (Not Tax Exempt)	**Business or Organization**	**(blank)**

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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,

AECOM Technical Services, Inc.

is an entity formed or registered under the law of California , 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 19961159924 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 01/20/2022 that have been posted, and by documents delivered to this office electronically through 01/21/2022 @ 13:35:17 .

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 01/21/2022 @ 13:35:17 in accordance with applicable law. This certificate is assigned Confirmation Number 13734774 .

Jena Griswold

Secretary of State of the State of Colorado

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

Notice: A certificate issued electronically from the Colorado Secretary of State's 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."

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Secretary of State
Certificate of Status

I, SHIRLEY N. WEBER, Ph.D., Secretary of State of the State of California, hereby certify:

Entity Name:	AECOM TECHNICAL SERVICES, INC.
File Number:	C0608461
Registration Date:	09/29/1970
Entity Type:	DOMESTIC STOCK CORPORATION
Jurisdiction:	CALIFORNIA
Status:	ACTIVE (GOOD STANDING)

As of January 12, 2022 (Certification Date), the entity is authorized to exercise all of its powers, rights and privileges in California.

This certificate relates to the status of the entity on the Secretary of State's records as of the Certification Date and does not reflect documents that are pending review or other events that may affect status.

No information is available from this office regarding the financial condition, status of licenses, if any, business activities or practices of the entity.

IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of January 13, 2022.

SHIRLEY N. WEBER, Ph.D.
Secretary of State

Certificate Verification Number: ZN45NMY

To verify the issuance of this Certificate, use the Certificate Verification Number above with the Secretary of State Certification Verification Search available at *bebizfile.sos.ca.gov/certification/index*.

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COLORADO PUBLIC EMPLOYEES RETIREMENT ASSOCIATION
SUPPLEMENTAL QUESTIONNAIRE TO BE ANSWERED BY
ANY BUSINESS PERFORMING SERVICES FOR THE CITY OF PUEBLO

Pursuant to section 24-51-1101(2), C.R.S., salary or other compensation from the employment, engagement, retention or other use of a person receiving retirement benefits (Retiree) through the Colorado Public Employees Retirement Association (PERA) in an individual capacity or of any entity owned or operated by a PERA Retiree or an affiliated party by the City of Pueblo to perform any service as an employee, contract employee, consultant, independent contractor, or through other arrangements, is subject to employer contributions to PERA by the City of Pueblo. Therefore, as a condition of contracting for services with the City of Pueblo, this document must be completed, signed and returned to the City of Pueblo:

(a) Are you, or do you employ or engage in any capacity, including an independent contractor, a PERA Retiree who will perform any services for the City of Pueblo? Yes___, No✓. (If you answered "no" please proceed to signature section at bottom of this page.)

(b) If you answered "yes" to (a) above, please answer the following question: Are you an individual, sole proprietor or partnership, or a business or company owned or operated by a PERA Retiree or an affiliated party? For purposes of responding to this question, an "affiliated party" includes (1) any person who is the named beneficiary or cobeneficiary on the PERA account of the PERA Retiree; (2) any person who is a relative of the PERA Retiree by blood or adoption to and including parents, siblings, half-siblings, children, and grandchildren; (3) any person who is a relative of the PERA Retiree by marriage to and including spouse, spouse's parents, stepparents, stepchildren, stepsiblings, and spouse's siblings; and (4) any person or entity with whom the PERA Retiree has an agreement to share or otherwise profit from the performance of services for the City of Pueblo by the PERA Retiree other than the PERA Retiree's regular salary or compensation. Yes ____, No____.

If you answered "yes" please state which of the above entities best describes your business:

_____.

(c) If you answered "yes" to both (a) and (b), you agree to reimburse the City of Pueblo for any employer contribution required to be paid by the City of Pueblo to PERA for salary or other compensation paid to you as a PERA Retiree or paid to any employee or independent contractor of yours who is a PERA Retiree performing services for the City of Pueblo. You further authorize the City of Pueblo to deduct and withhold all such contributions from any moneys due or payable to you by the City of Pueblo under any current or future contract or other arrangement for services between you and the City of Pueblo.

Please provide the name, address, date of birth, and social security number of each such PERA Retiree. If more than two, please attach a supplemental list.

NA			
Name	Address	DOB	Social Security Number
NA			
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: AECOM Technical Services, Inc.

Authorized Signature: _____ Title: Vice President

Printed Name: Ryan Weaver Date: February 2, 2022

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AECOM

AECOM
2315 Briargate Parkway
Suite 150
Colorado Springs, CO 80920
719.531.0001
www.aecom.com

February 3, 2022

City of Pueblo
230 S Mechanic Street
Pueblo, CO 81003

Re: Affirmative Action Plan

Bid: 21-071 Stormwater Engineer of Record

AFFIRMATIVE ACTION PLAN

AECOM is compliant with US Federal Regulations and prepares Affirmative Action Plans annually for all its locations with 50 and more employees. The Colorado Springs office in 2021 had less than 50 employees therefore a standalone AAP was not created for this location.

AECOM does not discriminate against any employee or applicant or employment because of race, color, religion, sex, national origin, creed or age.

AECOM 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,

AECOM Technical Services, Inc.

Ryan Weaver, PE
Vice President

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AECOM

Equal Employment Opportunity and Affirmative Action

AECOM is committed to providing equal employment opportunity, without discrimination, to all employees and qualified applicants for employment without regard to race, sex, pregnancy, age, ancestry, military or veteran status, color, religion, creed, disability, marital status, medical condition, genetic information, national origin, gender, gender identity, gender expression, sexual orientation, citizenship status or any characteristic protected by applicable state, federal or local laws. AECOM also prohibits unlawful discrimination based on the perception that anyone has any of those characteristics or is associated with a person who has, or is perceived as having, any of those characteristics. AECOM intends to comply with all applicable federal, state and local laws with respect to fair employment practices. AECOM will also reasonably accommodate religious beliefs and practices in accordance with applicable laws and as set forth in this Handbook.

Equal employment opportunity applies to all terms, conditions and privileges of employment, including, but not limited to, recruitment, hiring, compensation, training, promotion, demotion, transfer, termination, benefits, transfers to standby or part-time variable (PTV) status and retirement.

All employees are responsible for maintaining a workplace free of unlawful discrimination, harassment and retaliation.

Any employee who experiences, witnesses or observes any form of discrimination, including harassment, related to this policy must report the incident to his or her supervisor, someone in management or a Human Resources representative. For additional information regarding how to make a report, please see the Making a Report section for more information.

Any manager or supervisor who is made aware of, knows of or witnesses a potential violation of this policy has an added responsibility to act and must notify Human Resources immediately.

As a government contractor, AECOM is committed to complying with requirements for federal contractors and subcontractors, including Executive Order 11246, as amended, Section 503 of the Rehabilitation Act, as amended, and the Vietnam Era Veterans' Readjustment Assistance Act, as amended. As such, AECOM will create and maintain written Affirmative Action Plans. U.S.-based employees are able to review the nonconfidential aspects of Affirmative Acton Plans during normal business hours by contacting the Senior Director, Employee Relations and Compliance, who serves as the U.S. Equal Employment Officer.

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AECOM

AECOM
2315 Briargate Parkway
Suite 150
Colorado Springs, CO 80920
719.531.0001
www.aecom.com

February 3, 2022

City of Pueblo
230 S Mechanic Street
Pueblo, CO 81003

Re: Compliance with E-Verify Program

Bid: 21-071 Stormwater Engineer of Record

To Whom It May Concern:

Please accept this letter as certification that AECOM Technical Services, Inc. does not knowingly employ or contract with any workers without authorization 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 workers without authorization.

Sincerely,

AECOM Technical Services, Inc.

Ryan Weaver, PE
Vice President

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/03/2022

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
Marsh Risk & Insurance Services
CA License #0437153
633 W. Fifth Street, Suite 1200
Los Angeles, CA 90071
Attn: LosAngeles.CertRequest@Marsh.Com
CN101348564-STND-GAUE-21-22 12 2023

CONTACT NAME: Marsh Risk & Insurance Services
PHONE (A/C, No, Ext): 213-346-5000 **FAX (A/C, No):**
E-MAIL ADDRESS: LosAngeles.CertRequest@marsh.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : ACE American Insurance Company	22667
INSURER B : N/A	N/A
INSURER C : Illinois Union Insurance Co	27960
INSURER D : SEE ACORD 101	
INSURER E :	
INSURER F :	

INSURED
AECOM
AECOM Technical Services, Inc.
7595 Technology Way
Denver, CO 80237

COVERAGES **CERTIFICATE NUMBER:** LOS-002578223-01 **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			HDO G72486304	04/01/2021	04/01/2022	EACH OCCURRENCE	$	2,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$	2,000,000
							MED EXP (Any one person)	$	5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	$	2,000,000
	X POLICY PRO-JECT LOC						GENERAL AGGREGATE	$	2,000,000
	OTHER:						PRODUCTS - COMP/OP AGG	$	2,000,000
								$	
A	AUTOMOBILE LIABILITY			ISA H25549211	04/01/2021	04/01/2022	COMBINED SINGLE LIMIT (Ea accident)	$	2,000,000
	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 $							$	
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N			SEE ACORD 101	04/01/2021	04/01/2022	X PER STATUTE OTH-ER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N	N / A					E.L. EACH ACCIDENT	$	2,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$	2,000,000
							E.L. DISEASE - POLICY LIMIT	$	2,000,000
C	ARCHITECTS & ENG.			EON G21654693 005	04/01/2021	04/01/2022	Per Claim/Agg		1,000,000
	PROFESSIONAL LIAB.			"CLAIMS MADE"			Defense Included		

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: Bid 21-071 Stormwater Engineer of Record; For RFP/RFQ Purposes.

The City of Pueblo, its agents, officers, and employees are named as additional insured for GL & AL coverages, but only as respects work performed by or on behalf of the named insured and where required by written contract. Waiver of Subrogation is applicable where required by written contract with respect to WC.

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

Marsh Risk & Insurance Services

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AGENCY CUSTOMER ID: CN101348564
LOC #: Los Angeles

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Marsh Risk & Insurance Services	AECOM AECOM Technical Services, Inc. 7595 Technology Way Denver, CO 80237
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Workers Compensation/Employer Liability cont.

Policy Number	Insurer	States Covered
WLR C67806025	Indemnity Insurance Company of North America - NAIC # 43575	AOS
WLR C67805987	ACE American Insurance Company - NAIC # 22667	CA, MA
SCF C67806104	ACE American Insurance Company - NAIC # 22667	WI Retro

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POLICY NUMBER: ISA H25549211

Endorsement Number: 136

COMMERCIAL AUTO
CA 20 48 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: AECOM

Endorsement Effective Date: 04/01/2021

SCHEDULE

Name Of Person(s) Or Organization(s):
Any person or organization whom you have agreed to provide additional insured status or additional insured status on a primary, non-contributory basis, under written contract, provided such contract was executed prior to the date of loss, except where such contract is prohibited by law
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section II – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section I – Covered Autos Coverages of the Auto Dealers Coverage Form.

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POLICY NUMBER: HDO G72486304

Endorsement Number: 278

COMMERCIAL GENERAL LIABILITY
CG 20 10 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any Owner, Lessee or Contractor whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss.	All locations where you are performing ongoing operations for such additional insured pursuant to any such written contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

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

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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

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

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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POLICY NUMBER: HDO G72486304

Endorsement Number: 213

COMMERCIAL GENERAL LIABILITY
CG 20 37 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss.	All locations where you perform work for such additional insured pursuant to any such written contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

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

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

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

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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Workers' Compensation and Employers' Liability Policy

Named Insured AECOM 999 TOWN & COUNTRY ROAD ORANGE CA 92868	Endorsement Number Policy Number Symbol: WLR Number: C67806025
Policy Period 04-01-2021 **TO** 04-01-2022	Effective Date of Endorsement 04-01-2021
Issued By (Name of Insurance Company) INDEMNITY INS. CO. OF NORTH AMERICA	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.	

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

Schedule

ANY PERSON OR ORGANIZATION AGAINST WHOM YOU HAVE AGREED TO WAIVE YOUR RIGHT OF RECOVERY IN A WRITTEN CONTRACT, PROVIDED SUCH CONTRACT WAS EXECUTED PRIOR TO THE DATE OF LOSS.

For the states of CA, UT, TX, refer to state specific endorsements.
This endorsement is not applicable in KY, NH, and NJ.

The endorsement does not apply to policies in Missouri where the employer is in the construction group of code classifications. According to Section 287.150(6) of the Missouri statutes, a contractual provision purporting to waive subrogation rights against public policy and void where one party to the contract is an employer in the construction group of code classifications.

For Kansas, use of this endorsement is limited by the Kansas Fairness in Private Construction Contract Act(K.S.A.. 16-1801 through 16-1807 and any amendments thereto) and the Kansas Fairness in Public Construction Contract Act(K.S.A 16-1901 through 16-1908 and any amendments thereto). According to the Acts a provision in a contract for private or public construction purporting to waive subrogation rights for losses or claims covered or paid by liability or workers compensation insurance shall be against public policy and shall be void and unenforceable except that, subject to the Acts, a contract may require waiver of subrogation for losses or claims paid by a consolidated or wrap-up insurance program.

Authorized Agent

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AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES
BY AND BETWEEN
CITY OF PUEBLO
AND
AECOM TECHNICAL SERVICES, INC.

THIS AGREEMENT made and entered this ____ day of _____, 20____ by and between the City of Pueblo, a Municipal Corporation (hereinafter "Owner" or "City") and AECOM Technical Services, Inc., a California Corporation authorized to do business in the State of Colorado, a professional engineering firm (hereinafter "Engineer") for Engineer to render certain professional planning, design, engineering and related services for Owner in connection with Bid 21-071 Stormwater Department Engineer of Record hereinafter referred to as the "Project." In consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

SECTION 1. GENERAL

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

[ ] - Study and Report Phase

[ ] - Preliminary Design (Schematic) Phase

[ ] - Final Design Phase

[ ] - Construction Documents & Bidding Phase

[ ] - Construction Phase

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

Such services shall include all usual and customary professional engineering services and the furnishing (directly or through its professional consultants) of customary and usual civil, structural, mechanical, electrical engineering, environmental, and planning services. Engineer shall also provide any landscape engineering, surveying, and geotechnical services incident to its work on the Project.

1.2 In performing the professional services, Engineer shall complete the work items described generally in Schedule 1 – "Scope of Services" and the items identified in Section 2 of this Agreement which are applicable to each phase for which Engineer is to render professional services.

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

1.4 Surveying work included within 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 architect services provided under this Agreement shall be performed under the direction and supervision of an architect licensed to practice architecture in the state of Colorado.

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SECTION 2. ENGINEERING SERVICES

2.1 Study and Report Phase. If Engineer is to provide professional services with respect to the Project during the Study and Report Phase, Engineer shall:

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

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

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

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

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

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

(g) Furnish one (1) hard copy and one (1) electronic copy of the Report and present and review it in person with Owner. Owner may request additional copies as needed for no additional charge.

2.2 Preliminary Design (Schematic) Phase. If Engineer is to provide professional services with respect to the Project during the Preliminary Design Phase, Engineer shall:

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

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

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

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

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

(f) Engineer shall furnish one (1) hard copy and one (1) electronic copy of each above referenced submittal document to Owner for Owner's use and shall review same in person with Owner. Owner may request additional copies as needed for no additional charge.

2.3 Final Design Phase. If Engineer is to provide professional services with respect to the Project during the Final Design Phase, Engineer shall:

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(a) After consultation with the Owner, receipt of Owner's selection of any design options and review of the Preliminary Design Documents, if any, prepare and submit to Owner final Drawings showing the scope, extent, and character of the work to be performed by contractors, and Specifications describing such work and the requirement therefor. Such plans and Specifications shall comply with all applicable building codes and requirements of regulatory agencies having any approval authority. Final design, including Drawings and Specifications, shall also comply with ADA Accessibility Guidelines (ADAAG) Manual developed by the U. S. Architectural and Transportation Barriers Board (1998) or ADA Standards for Accessible Design published at 28 C.F.R. Part 36, Appendix A, whichever is applicable. Engineer shall include an attest statement on each record drawing sheet of final plan drawings that certifies compliance with either the ADAAG Manual or 28 CFR ' 36 Standards.

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

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

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

(e) Engineer shall furnish one (1) hard copy and one (1) electronic copy of each above referenced submittal document to Owner for Owner's use and shall review same in person with Owner. Owner may request additional copies as needed for no additional charge.

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

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

(b) After review and comment by Owner, prepare and submit all deliverables identified in Schedule 1 to this Agreement, final forms of contract agreement, general and special conditions, Drawings, specifications, bid forms, invitations to bid, information for bidders, and forms of warranty, together with any Addenda which may be required or appropriate to correct errors, clarify Drawings or Specifications or advise of changes. One (1) hard copy and one (1) electronic copy of these final bid documents shall be furnished to Owner. Unless otherwise specified in Schedule 1, a copy of all contract documents and drawings shall also be submitted to Owner in Microsoft Word and AutoCAD (2006 or later version) format on electronic media.

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

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

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

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

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

(b) Visit the Project site, perform observations as to the progress and quality of the work and advise the Owner as to same. The frequency and level of observation shall be commensurate with the nature of the work and size of the Project, except that any specific provisions set forth in Schedule 1 - Scope of Services concerning the level of observation shall determine Engineer's obligation concerning level of observation.

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

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

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

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

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

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

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

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

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

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

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

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

(b) Engineer shall be responsible, in accordance with applicable law, to Owner for all loss or damage to Owner caused by Engineer's negligent act or omission; except that Engineer 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) Engineer'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) Engineer shall be completely responsible for the safety of Engineer'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 Engineer's employees.

(e) Engineer acknowledges that, due to the nature of engineering and related professional services and the impact of same on the Project, the Owner has a substantial interest in the personnel and consultants to whom Engineer assigns principal responsibility for services performed under this Agreement. Consequently, Engineer represents that Engineer has selected and intends to employ or assign the key personnel and consultants identified in Schedule 3 - "Identification of Personnel, Subcontractors, and Task Responsibility", attached hereto for the Project assignments and areas of responsibility stated therein. Within 10 days of execution of this Agreement, Owner shall have the right to object in writing to employment on the Project of any such key person, consultant, or assignment of principal responsibility, in which case Engineer will employ alternate personnel for such function or reassign such responsibility to another to whom Owner has no reasonable objection. Thereafter, Engineer shall not assign or reassign Project work to any person to whom Owner has reasonable objection.

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

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

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

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negotiated, but in the event the parties fail to negotiate or are unable to agree as to compensation, then Engineer shall be compensated for his direct costs and professional time at the rates set forth in Schedule 2 - "Fee Schedule".

2.7 Requirements Where Federal Assistance Provided. [Select one]

[THIS SECTION RESERVED - NOT APPLICABLE TO THIS CONTRACT]

or

(a) Engineer understands that Owner will be funding the Project in part or in whole by a grant or loan from _____ (the "Federal Agency"). Engineer agrees it is subject to and shall comply with all applicable grant or loan conditions and the regulations of the Federal Agency which apply to the work under this Agreement, whether referenced in Schedule 1 or not. All applicable loan or grant conditions and regulations of the Federal Agency and regulations are incorporated into this Agreement by reference.

or

[insert specific language required by the federal agency or state entity as required]

SECTION 3. OWNER'S RESPONSIBILITIES

3.1 Owner shall:

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

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

(c) Provide Engineer with available information pertinent to the Project including any previous reports, studies or data possessed by Owner which relates to design or construction of the Project.

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

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

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

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

(h) 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.

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SECTION 4. TIME FOR PERFORMANCE

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

SECTION 5. PAYMENT

5.1 Owner will pay to Engineer as full compensation for all services required to be performed by Engineer under this Agreement, except for services for additional work or work beyond the scope of this Agreement, an amount not to exceed $ _____ 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 the event compensation for services is set forth in Exhibit B as to each phase of work indicated in Section 1.1 of this Agreement, the maximum amount of compensation for any phase shall not exceed the amount specified in Schedule 2 for such phase.

5.2 Engineer shall submit monthly, applications for payment, aggregating to not more than the maximum amount, for actual professional services rendered and reimbursable expenses incurred. Such applications shall be submitted with appropriate documentation that such services have been performed and expenses incurred. Thereafter, Owner shall pay Engineer for the amount of the application within 30 days of the date of receipt by Owner's representative of the 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 Engineer's services on the Project phases for which this Agreement is applicable have been completed to Owner's reasonable satisfaction and all required Engineer submittals have been provided.

5.3 The rates of compensation for service and for reimbursable expenses to be used with periodic and final payment applications shall be those set forth in 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 Engineer for services required and expenditures incurred in correcting Engineer's errors, omissions, 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 Engineer's performance hereunder, at any time upon written notice, either for cause or for convenience. Upon such termination, Engineer and its subcontractors shall cease all work and stop incurring expenses, and shall promptly deliver to Client all data, drawings, specifications, reports, plans, calculations, summaries and all other information, documents, work product and materials as Engineer may have accumulated in performing this Agreement, together with all finished work and work in progress.

6.2 Upon termination of this Agreement for events or reasons not the fault of Engineer, Engineer shall be paid at the rates specified in 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 Engineer or Client. In no event shall payment to Engineer upon termination exceed the maximum compensation provided for complete performance in Section 3(a).

6.3 In the event termination of this Agreement or Engineer's services is for breach of this Agreement by Engineer, or for other fault of Engineer including but not limited to any failure to timely proceed with work, or to pay its employees and Engineers, or to perform work according to the applicable professional standards of care, or to perform work in a manner deemed satisfactory by Client's Project Representative, then in that event, Engineer's entire

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

SECTION 7. GENERAL PROVISIONS

7.1 (a) Ownership of Documents. All designs, Drawings, Specifications, technical data, and other documents or instruments procured or produced by the Engineer in the performance of this Agreement 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 Engineer agrees that the Owner shall have access at all reasonable times to inspect and make copies of all notes, designs, drawings, specifications, and all other technical data pertaining to the work to be performed under this Agreement. In the event Owner uses the designs, Drawings or Specifications provided hereunder for another project independent from Project, without adaptation by Engineer, Owner shall hold harmless and indemnify Engineer from all loss, claims, injury, and judgments arising from the use of such designs, Drawings or Specifications for such other project.

(b) Advertising. Unless specifically approved in advance in writing by Owner, Engineer shall not include representations of the Project in any advertising or promotional materials, except for accurate statements contained in resumes or curriculum vitae of Engineer's employees. If Engineer 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) Engineer agrees that he has procured and will maintain during the term of this Agreement, such insurance as will protect him from claims under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any of his employees or of any person other than his employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom; and such insurance will provide for coverage in such amounts as set forth in subparagraph (b).

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

(i) Workers' Compensation Insurance complying with statutory requirements in Colorado and in any other state or states where the work is performed.

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

(iii) Professional Liability Insurance with coverage of not less than $1,000,000 and in a form and with a deductible acceptable to owner.

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

7.3 Notices. Any and all notices or other communications required or permitted by this Agreement or by law to be served on or given to either the Owner or the Engineer by the other party shall be in writing and shall be

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deemed duly served and given when personally delivered to the party to whom it is directed, or in lieu of such personal service when deposited in the United States mail, first-class postage prepaid, addressed to the City of Pueblo (Owner), Attn: Jeff Hawkins, Director of Stormwater, 211 E. "D" Street, Pueblo, CO 81003, or to AECOM Technical Services, Inc. (Engineer), Attn: Ryan Weaver, 2315 Briargate Pkwy, Suite 150, Colorado Springs, CO 80920. Either party may change his address for the purpose of this paragraph by giving written notice of such change to the other party in the manner provided in this paragraph.

7.4 Entire Agreement. This instrument contains the entire agreement between the Owner and the Engineer respecting the Project, and any other written or oral agreement or representation respecting the Project or the duties of either the Owner or the Engineer in relation thereto not expressly set forth in this instrument is null and void. In the event of any conflict between any provision of this Agreement and a provision of any 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 Engineer 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 Engineer and by Owner's Director of Public Works.

7.7 Choice of Law. This Agreement shall be governed and interpreted in accordance with the laws of the State of Colorado.

7.8 Equal Employment Opportunity. In connection with the performance of this Agreement, Engineer shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, disability, or age. Engineer shall endeavor to 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 Engineer shall confirm availability of funds before proceeding with work exceeding initial and subsequent annual appropriations.

7.11 Additional Requirements on Federally Funded Contracts. If any of the work to be performed by Engineer under this Agreement is funded in whole or in part with federal funds, then this Agreement shall be construed to include all applicable terms required by the federal assistance agreement and integrated federal regulations. By executing this Agreement, Engineer agrees to be bound by all such mandatory federal requirements, irrespective of Engineer'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. Engineer acknowledges that the Project may require access to property not under the control of Owner at the time of execution of this Agreement. Engineer and

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Engineer's employees and consultants shall, at Engineer's expense, obtain all additional necessary approvals and clearances required for access to such property. Owner shall assist Engineer in obtaining access to such property at reasonable times but make no warranty or representation whatsoever regarding access to such property. Engineer understands and agrees that entry to properties not under Owner's control may require Engineer 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 Engineer and Owner arising from or relating to this Agreement or Engineer'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, Engineer shall proceed diligently with performance of his work under this Agreement.

SECTION 9. SCHEDULES

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

Schedule 1 - "Scope of Services" consisting of _____ pages.

Schedule 2- "Fee Schedule" consisting of ___ pages.

Schedule 3 - "Identification of Personnel, Subcontractors, and Task Responsibility."

SECTION 10. ACCESSIBILITY.

The Americans with Disabilities Act (ADA) provides that it is a violation of the ADA to design and construct a facility for first occupancy later than January 26, 1993, that does not meet the accessibility and usability requirements of the ADA except where an entity can demonstrate that it is structurally impractical to meet such requirements. The Engineer therefore, will use his or her best reasonable professional efforts 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, Engineer shall submit to the Purchasing Agent of the City its certification that it does not knowingly employ or contract with a "Worker Without Authorization", as that term is defined within §8-17.5-101 (9), C.R.S. (herein "Worker Without Authorization"), who will perform work under this Contract and that the Engineer will participate in either the "E-Verify Program" created in Public Law 208, 104th Congress, as amended and expanded in Public law 156, 108th Congress, as amended, that is administered by the United States Department of Homeland Security or the "Department Program" established pursuant to section 8-17.5-102(5)(c), C.R.S. that is administered by the Colorado Department of Labor and Employment in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.

(b) Engineer shall not:

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

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

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

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

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

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

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

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

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

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

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

SECTION 12. PERA LIABILITY

The Engineer shall reimburse the 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 Engineer shall fill out the Colorado PERA Questionnaire attached hereto and submit the completed form to City as part of the signed Agreement.

(Signature page follows)

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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 **AECOM TECHNICAL SERVICES, INC.**

By_____ By_____
Naomi Hedden, Director of Purchasing Ryan Weaver, Vice President

Attest_____
City Clerk

[S E A L]

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

_____
Director of Finance

APPROVED AS TO FORM:

_____
City Attorney

DocuSign

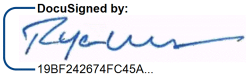
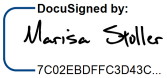
Certificate Of Completion

Envelope Id: C691CC34F8BF4710912799B7B02A8B5C
Status: Completed
Subject: Please DocuSign: 21-071 AECOM Contract - Stormwater Engineer of Record.pdf
Source Envelope:
Document Pages: 35
Signatures: 5
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Envelope Originator:
Purchasing
230 S Mechanic
Pueblo, CO 81003
purchasing@pueblo.us
IP Address: 208.82.107.130

Record Tracking

Status: Original
2/15/2022 5:50:18 PM
Holder: Purchasing
purchasing@pueblo.us
Location: DocuSign

Signer Events	Signature	Timestamp
Ryan Weaver ryan.weaver@aecom.com Vice President AECOM Technical Services, Inc. Security Level: Email, Account Authentication (None)	DocuSigned by:  19BF242674FC45A... Signature Adoption: Uploaded Signature Image Using IP Address: 65.240.194.21	Sent: 2/15/2022 5:57:28 PM Viewed: 2/15/2022 7:21:46 PM Signed: 2/16/2022 3:26:12 PM
Electronic Record and Signature Disclosure: Accepted: 2/15/2022 7:21:46 PM ID: cfc83540-e30b-470c-ac94-3e541fdbf797		
Naomi Hedden by Teresa May Burns tburns@pueblo.us Purchasing Agent City of Pueblo Security Level: Email, Account Authentication (None)	DocuSigned by:  D2C4F08130C34EB... Signature Adoption: Pre-selected Style Using IP Address: 208.82.107.130	Sent: 2/16/2022 3:26:14 PM Resent: 3/1/2022 9:02:00 AM Viewed: 3/1/2022 9:03:37 AM Signed: 3/1/2022 9:03:49 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Marisa Stoller mstoller@pueblo.us Security Level: Email, Account Authentication (None)	DocuSigned by:  7C02EBDFFC3D43C... Signature Adoption: Pre-selected Style Using IP Address: 208.82.107.130	Sent: 3/1/2022 9:03:50 AM Viewed: 3/1/2022 9:04:56 AM Signed: 3/1/2022 9:05:28 AM
Electronic Record and Signature Disclosure: Accepted: 12/3/2021 1:21:37 PM ID: d4b20520-f52e-4781-a288-ed72c1cbf692		
Laura Solano - City of Pueblo Chief of Staff lsolano@pueblo.us Security Level: Email, Account Authentication (None)	DocuSigned by:  141EBFEB470648F... Signature Adoption: Pre-selected Style Using IP Address: 208.82.107.130	Sent: 3/2/2022 9:09:53 AM Viewed: 3/2/2022 1:23:54 PM Signed: 3/2/2022 1:24:10 PM
Electronic Record and Signature Disclosure: Accepted: 3/2/2022 1:23:54 PM ID: 3fbfa4ac-e886-4e77-8bcb-fc1ee2612211		

Signer Events	Signature	Timestamp
Daniel C. Kogovsek - City of Pueblo City Attorney dkogovsek@pueblo.us Security Level: Email, Account Authentication (None)	DocuSigned by:  245CE6E532484B9...	Sent: 3/2/2022 1:24:11 PM Viewed: 3/2/2022 1:25:20 PM Signed: 3/2/2022 1:25:55 PM
	Signature Adoption: Pre-selected Style Using IP Address: 208.82.107.130	

Electronic Record and Signature Disclosure:
Accepted: 3/2/2022 1:25:20 PM
ID: 69e5fb12-2c6b-4cb6-8288-3baedce67dd1

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp
Anna Elliss - City of Pueblo Finance Dept aelliss@pueblo.us Security Level: Email, Account Authentication (None)	VIEWED Using IP Address: 208.82.107.130	Sent: 3/1/2022 9:05:29 AM Viewed: 3/2/2022 9:09:52 AM

Electronic Record and Signature Disclosure:
Accepted: 3/2/2022 9:09:52 AM
ID: 4ac3e2ba-4fa2-4339-868a-a09da4d4a3b3

Carbon Copy Events	Status	Timestamp
Laura Kindt - AECOM laura.kindt@aecom.com Security Level: Email, Account Authentication (None)	COPIED	Sent: 2/16/2022 3:26:14 PM Viewed: 2/17/2022 10:02:01 AM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	2/15/2022 5:57:28 PM
Certified Delivered	Security Checked	3/2/2022 1:25:20 PM
Signing Complete	Security Checked	3/2/2022 1:25:55 PM
Completed	Security Checked	3/2/2022 1:25:55 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: August 8, 2022

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Greg Pedroza, Director of Aviation

SUBJECT: AN ORDINANCE APPROVING AND ACCEPTING COLORADO DEPARTMENT OF TRANSPORTATION (CDOT) AERONAUTICS DIVISION GRANT NO. 22-PUB-01 FOR FUNDS IN THE AMOUNT OF $18,412 FOR BOTH THE RUNWAY 8R-26L REHABILITATION DESIGN AND THE SNOW REMOVAL EQUIPMENT ACQUISITION PROJECTS, AUTHORIZING THE MAYOR TO EXECUTE SAME, BUDGETING AND APPROPRIATING $7,725 TO PROJECT NO. AP2205 – REHAB RUNWAY 8R-26L DESIGN & CONSTRUCTION, AND BUDGETING AND APPROPRIATING $10,687 TO PROJECT NO. AP2201 – SNOW REMOVAL EQUIPMENT (SRE)

SUMMARY:

This Ordinance will approve and accept a Colorado Department of Transportation Aeronautics Division Grant for both the Runway 8R-26L Rehabilitation Design and the Snow Removal Equipment Acquisition projects for the Pueblo Memorial Airport.

PREVIOUS COUNCIL ACTION:

Ordinance No. 10108 approved by City Council on February 14, 2022, established Project No. AP2201 and awarded a contract to Dibble and Associates Consulting Engineers, Inc., to conduct the acquisition per FAA requirements.

BACKGROUND:

Through processes outlined by the FAA and in accordance with the Capital Improvement Project (CIP) schedule, the Pueblo Memorial Airport is in need of a new piece of Snow Removal Equipment (SRE) to continue to provide safe and efficient airport operations for all users. The FAA has designated Entitlement Funds from passenger enplanements for this purchase. The Colorado Department of Transportation (CDOT) has also offered Discretionary Aviation Grant Funding for the same purpose.

CDOT conducted a pavement condition assessment of this Runway, and it was determined that the pavement needs rehabilitation. This project is on the Capital Improvement Plan schedule for 2022, approved by both the FAA and CDOT for Entitlement Fund and Grant Fund use.

FINANCIAL IMPLICATIONS:

Funds in the amount of $10,687.00 will be budgeted and appropriated to Project No. AP2201 – Snow Removal Equipment.

Funds in the amount of $7,725.00 will be budgeted and appropriated to Project No. AP2205 – Rehab Runway 8R-26L Design & Construction.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

If this Ordinance is not approved, the grant will not be accepted from the State and project will not occur.

RECOMMENDATION:

Approve the Ordinance.

Attachments:
Ordinance
CDOT Grant No. 21-PUB-01

ORDINANCE NO. _____

AN ORDINANCE APPROVING AND ACCEPTING COLORADO DEPARTMENT OF TRANSPORTATION (CDOT) AERONAUTICS DIVISION GRANT NO. 22-PUB-01 FOR FUNDS IN THE AMOUNT OF $18,412 FOR BOTH THE RUNWAY 8R-26L REHABILITATION DESIGN AND THE SNOW REMOVAL EQUIPMENT ACQUISITION PROJECTS, AUTHORIZING THE MAYOR TO EXECUTE SAME, BUDGETING AND APPROPRIATING $7,725 TO PROJECT NO. AP2205 – REHAB RUNWAY 8R-26L DESIGN & CONSTRUCTION, AND BUDGETING AND APPROPRIATING $10,687 TO PROJECT NO. AP2201 – SNOW REMOVAL EQUIPMENT (SRE)

WHEREAS, the General Assembly of the State of Colorado declared in Title 43 of the Colorado Revised Statutes, Article 10, 1991 in C.R.S. §43-10-101 ("the Act") "…that there exists a need to promote the safe operations and accessibility of general aviation in this state: that improvements to general aviation transportation facilities will promote diversified economic development across the state; and that accessibility to airport facilities for residents of the state is crucial in the event of a medical or other type of emergency…"; and,

WHEREAS, The Act created the Colorado Aeronautical Board ("the Board") to establish policy and procedures for distribution of monies in the Aviation Fund and created the Division of Aeronautics ("the Division") to carry out the directives of the Board, including technical and planning assistance to airports and the administration of the state aviation system grant program. See C.R.S. §43-10-103 and C.R.S. §43-10-105 and C.R.S. §43-10-108.5 of the Act; and,

WHEREAS, any eligible entity operating an FAA-designated public-use airport in the state may file an application for and be recipient of a grant to be used solely for aviation purposes. The Division is authorized to assist such airports and such airports may request assistance by means of an Ordinance passed by the applicant's duly-authorized Governing body, which understands that all funds shall be used exclusively as defined in the Division's Programs and Procedures Manual ("the Manual") and the Airport Sponsor Assurances for the Colorado Discretionary Aviation Grant Funding ("Grant Assurances") for the project detailed in the Discretionary Aviation Grant Application ("Application") and in conjunction with CDOT's Small Dollar Grant Award Terms and Conditions; NOW, THEREFORE,

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

SECTION 1.

The City Council of the City of Pueblo, as a duly authorized governing body of the grant applicant, hereby formally requests assistance from the Colorado Aeronautical Board and the Division of Aeronautics ("Division") in the form of a state aviation system grant. The City of Pueblo states that such grant shall be used solely for aviation purposes, as determined by the State, and as generally described in the Application. By signing this Ordinance, the City of Pueblo commits to keep open and accessible for public use all grant funded facilities, improvements, and services for their useful life, as determined by the Division and stated in this Ordinance and Grant Assurances.

SECTION 2.

The Small Dollar Grant Award CDAG No. 22-PUB-01, including the Grant Assurances and Application, (together the "Grant Agreement") by and between the Colorado Department of Transportation Aeronautics Division ("CDOT") and the City of Pueblo, a Municipal Corporation, a true copy of which is attached hereto, having been approved as to form by the City Attorney, is hereby accepted and approved.

SECTION 3.

The Mayor is hereby authorized to execute the Grant Agreement in the name and on behalf of the City of Pueblo, where the Mayor may execute the Grant Agreement by electronic signature and such electronic signature shall be attributable to the Mayor and the City of Pueblo.

SECTION 4.

The City of Pueblo hereby designates the Director of Aviation as the Project Director, as described in the Manual, and authorizes the Project Director to act in all matters relating to the work project proposed in the Application on City's behalf.

SECTION 5.

Funds in the amount of $10,867.00 from the Grant Agreement are hereby budgeted and appropriated to Project No. AP2201 – Snow Removal Equipment (SRE).

SECTION 6.

Funds in the amount of $7,725.00 from the Grant Agreement are hereby budgeted and appropriated to Project No. AP2205 – Rehab Runway 8R-26L Design & Construction.

SECTION 7.

The City of Pueblo has appropriated all funds that are currently required to be provided by the Application under the terms and conditions of the Grant Agreement.

SECTION 8.

Pursuant to the Grant Agreement, CDOT may make amendments to the grant terms and its obligations thereunder, including the increasing or decreasing of its grant obligation. In accordance therewith, such amendments shall be effective without the need for an additional ordinance or other action by City Council. Should CDOT increase the maximum grant obligation, said funds shall be automatically budgeted and appropriated to Project No. AP2201 – Snow Removal Equipment (SRE) or Project No. AP2205 – Rehab Runway 8R-26L Design & Construction, as designated by CDOT respectively, without the need for further action.

SECTION 9.

The City of Pueblo hereby accepts all guidelines, procedures, standards, and requirements described in the Manual as applicable to the performance of the grant work and hereby approves the Grant Agreement submitted by the State, including all terms and conditions contained therein.

SECTION 10.

The officers and staff of the City are authorized to perform any and all acts consistent with this Ordinance and the Grant Agreement to implement the policy and procedures described therein.

SECTION 11.

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 Division of Aeronautics
Discretionary Aviation Grant Resolution

RESOLUTION

WHEREAS:

The General Assembly of the State of Colorado declared in Title 43 of the Colorado Revised Statutes, Article 10, 1991 in CRS §43-10-101 (the Act) "… that there exists a need to promote the safe operations and accessibility of general aviation in this state; that improvements to general aviation transportation facilities will promote diversified economic development across the state; and that accessibility to airport facilities for residents of this state is crucial in the event of a medical or other type of emergency…"

The Act created the Colorado Aeronautical Board ("the Board") to establish policy and procedures for distribution of monies in the Aviation Fund and created the Division of Aeronautics ("the Division") to carry out the directives of the Board, including technical and planning assistance to airports and the administration of the state aviation system grant program. SEE CRS §43-10-103 and C.R.S. §43-10-105 and CRS §43-10-108.5 of the Act.

Any eligible entity operating an FAA-designated public-use airport in the state may file an application for and be recipient of a grant to be used solely for aviation purposes. The Division is authorized to assist such airports and request assistance by means of a Resolution passed by the applicant's duly-authorized governing body, which understands that all funds shall be used exclusively for aviation purposes and that it will comply with all grant procedures, grant assurances and requirements as defined in the Division's Programs and Procedures Manual, ("the Manual") and the Airport Sponsor Assurances for Colorado Discretionary Aviation Grant Funding ("Grant Assurances") attached hereto as **Exhibit B** for the project detailed in the Discretionary Aviation Grant Application ("Application") attached hereto as **Exhibit A** and inconjunction with CDOT's Small Dollar Grant Award Terms and Conditions attached hereto as **Exhibit C**.

NOW, THEREFORE, BE IT RESOLVED THAT:

The **City of Pueblo,** as a duly authorized governing body of the grant applicant, hereby formally requests assistance from the Colorado Aeronautical Board and the Division of Aeronautics in the form of a state aviation system grant. The **City of Pueblo** states that such grant shall be used solely for aviation purposes, as determined by the State, and as generally described in the Application.

By signing this Grant Resolution, the applicant commits to keep open and accessible for public use all grant funded facilities, improvements and services for their useful life, as determined by the Division and stated in the Grant Assurances.

FURTHER BE IT RESOLVED:

That the **City of Pueblo** hereby designates **Greg Pedroza** as the Project Director, as described in the Manual and authorizes the Project Director to act in all matters relating to the work project proposed in the Application, including execution of any amendments.

FURTHER:

The **City of Pueblo** has appropriated or will otherwise make available in a timely manner all funds, if any, that are required to be provided by the applicant as shown on the Application.

FINALLY:

The **City of Pueblo** hereby accepts all guidelines, procedures, standards, and requirements described in the Manual as applicable to the performance of the grant work and hereby approves this Grant Resloution, including all terms and conditions contained therein.

By:_____ Date: _____

Print Name and Title:_____

ATTEST (if needed)

By:_____

Print Name and Title:_____

EXHIBIT A

Colorado Division of Aeronautics
Discretionary Aviation Grant Application

APPLICANT INFORMATION		
APPLICANT SPONSOR: City of Pueblo	**AIRPORT:** Pueblo Memorial Airport	**IDENTIFIER:** PUB
PROJECT DIRECTOR: Greg Pedroza		
MAILING ADDRESS: 31201 Bryan Circle, Pueblo, CO 81001	**EMAIL ADDRESS:**	gpedroza@pueblo.us
	PHONE NUMBER:	(719) 553-2744

GRANT NAME AND TERMS		
22-PUB-01	**TERMS**	
	Execution Date:	Expiration Date: June 30, 2025

FUNDING SUMMARY

Funding Source	Funding Amount
State Aviation Grant:	$18,412.00
Local Cash:	$18,413.00
Local In-Kind:	$0.00
Federal Aviation Grant:	$699,675.00
Total Project Funding:	$736,500.00

PROJECT SCHEDULE & BUDGET

ELEMENT DESCRIPTION	STATE FUNDING		LOCAL FUNDING		FEDERAL FUNDING		TOTAL
A. Participate in Federally Funded SRE Acquisition	$10,687.00	Up to 2.50%	$10,688.00	2.50%	$406,125.00	95.00%	$427,500.00
B. Participate in Federally Funded RW 8R-26L Rehabilitation & Txy A2 Removal Design	$7,725.00	Up to 2.50%	$7,725.00	2.50%	$293,550.00	95.00%	$309,000.00
TOTALS	**$18,412.00**		**$18,413.00**		**$699,675.00**		**$736,500.00**

EXHIBIT B, GRANT ASSURANCES

Airport Sponsor Assurances for Colorado Discretionary Aviation Grant Funding

Approved by CAB January 22, 2018

I. APPLICABILITY

a. These assurances shall be complied with by Airport Sponsors in the performance of all projects at airports that receive Colorado Department of Transportation – Division of Aeronautics (Division) Colorado Discretionary Aviation Grant (CDAG) funding for projects including but not limited to: master planning, land acquisition, equipment acquisition or capital improvement projects (Project). It is not the intent of these Assurances to expand existing Federal Aviation Administration (FAA) Grant Assurances for airports included in the National Plan of Integrated Airport Systems (NPIAS); as similar assurances already exist for acceptance of FAA funding.

b. Upon acceptance of this grant agreement these assurances are incorporated in and become a part thereof.

II. DURATION

a. The terms, conditions and assurances of the grant agreement shall remain in full force and effect throughout the useful life of the Project as defined in Table 1 (Useful Life), or if the airport for which the Project is funded ceases to function as a public airport, for twenty (20) years from the date of Project completion, whichever period is greater. However, there shall be no limit on the duration of the assurances with respect to real property acquired with CDAG Project funds.

III. COMPLIANCE

a. Should an Airport Sponsor be notified to be in non-compliance with any terms of this agreement, they may become ineligible for future Division funding until such non-compliance is cured.

b. If any Project is not used for aviation purposes during its Useful Life, or if the airport for which the Project is funded ceases to function as a public airport, for twenty (20) years from the date of Project completion or at any time during the estimated useful life of the Project as defined in Table 1, whichever period is greater, the Airport Sponsor may be liable for repayment to the Division of any or all funds contributed by the Division under this agreement. If the airport at which the Project is constructed is abandoned for any reason, the Division may in its discretion discharge the Airport Sponsor from any repayment obligation upon written request by the Airport Sponsor.

IV. AIRPORT SPONSOR GRANT ASSURANCES

1. **Compatible Land Use.** Compatible land use and planning in and around airports benefits the state aviation system by providing opportunities for safe airport development, preservation of airport and aircraft operations, protection of airport approaches, reduced potential for litigation and compliance with appropriate airport design standards. The airport will take appropriate action, to the extent reasonable, to restrict the use of land adjacent to, in the immediate vicinity of, or on the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft.

2. **On-Airport Hazard Removal and Mitigation**. The airport will take appropriate action to protect aircraft operations to/from the airport and ensure paths are adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

3. **Safe, Efficient Use, and Preservation of Navigable Airspace.** The airport shall comply with 14 CFR Part 77 for all future airport development and anytime an existing airport development is altered.

4. **Operation and Maintenance.** In regards to Projects that receive Division funding, the airport sponsor certifies that it has the financial or other resources that may be necessary for the preventive maintenance, maintenance, repair and operation of such projects during their Useful Life.

The airport and all facilities which are necessary to serve the aeronautical users of the airport shall be operated at all times in a safe and serviceable condition. The airport will also have in effect arrangements for:

a. Operating the airport's aeronautical facilities whenever required;

b. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and

c. Promptly notifying airmen of any condition affecting aeronautical use of the airport.

5. **Airport Revenues.** All revenues generated by the airport will be expended by it for the capital or operating costs of the airport, the local airport system, or other local facilities owned or operated by the owner or operator of the airport for aviation purposes.

6. **Airport Layout Plan (ALP).** Once accomplished and as otherwise may be required to develop, it will keep up-to-date a minimum of an ALP of the airport showing (1) boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto; (2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities; and (3) the location of all existing improvements thereon.

7. **Use for Aviation Purposes.** The Airport Sponsor shall not use runways, taxiways, aprons, seeded areas or any other appurtenance or facility constructed, repaired, renovated or maintained under the terms of this Agreement for activities other than aviation purposes unless otherwise exempted by the Division.

TABLE 1

Project Type	Useful Life
a. All construction projects (unless listed separately below)	20 years
b. All equipment and vehicles	10 years
c. Pavement rehabilitation (not reconstruction, which is 20 years)	10 years
d. Asphalt seal coat, slurry seal, and joint sealing	3 years
e. Concrete joint replacement	7 years
f. Airfield lighting and signage	10 years
g. Navigational Aids	15 years
h. Buildings	40 years
i. Land	Unlimited

STATE CONTROLLER

State of Colorado Small Dollar Grant Award Terms and Conditions

1. Offer/Acceptance. This Small Dollar Grant Award, together with these terms and conditions (including, if applicable, Addendum 1: Additional Terms and Conditions for Information Technology below), and any other attachments, exhibits, specifications, or appendices, whether attached or incorporated by reference (collectively the "Agreement") shall represent the entire and exclusive agreement between the State of Colorado, by and through the agency identified on the face of the Small Dollar Grant Award ("State") and the Subrecipient identified on the face of the Small Dollar Grant Award ("Grantee"). If this Agreement refers to Grantee's bid or proposal, this Agreement is an ACCEPTANCE of Grantee's OFFER TO PERFORM in accordance with the terms and conditions of this Agreement. If a bid or proposal is not referenced, this Agreement is an OFFER TO ENTER INTO AGREEMENT, subject to Grantee's acceptance, demonstrated by Grantee's beginning performance or written acceptance of this Agreement. Any COUNTER-OFFER automatically CANCELS this Agreement, unless a change order is issued by the State accepting a counter-offer. Except as provided herein, the State shall not be responsible or liable for any Work performed prior to issuance of this Agreement. The State's financial obligations to the Grantee are limited by the amount of Grant Funds awarded as reflected on the face of the Small Dollar Grant Award.

2. Order of Precedence. In the event of a conflict or inconsistency within this Agreement, such conflict or inconsistency shall be resolved by giving preference to the documents in the following order of priority: **(1)** the Small dollar Grant Award document; **(2)** these terms and conditions (including, if applicable, Addendum 1 below); and **(3)** any attachments, exhibits, specifications, or appendices, whether attached or incorporated by reference. Notwithstanding the above, if this Agreement has been funded, in whole or in part, with a Federal Award, in the event of a conflict between the Federal Grant and this Agreement, the provisions of the Federal Grant shall control. Grantee shall comply with all applicable Federal provisions at all times during the term of this Agreement. Any terms and conditions included on Grantee's forms or invoices not included in this Agreement are void.

3. Changes. Once accepted in accordance with **§1**, this Agreement shall not be modified, superseded or otherwise altered, except in writing by the State and accepted by Grantee.

4. Definitions. The following terms shall be construed and interpreted as follows: **(a)** "**Award**" means an award by a Recipient to a Subrecipient; **(b)** "**Budget**" means the budget for the Work described in this Agreement; **(c)** "**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 CRS §24-11-101(1); **(d)** "**UCC**" means the Uniform Commercial Code in CRS Title 4; **(e)** "**Effective Date**" means the date on which this Agreement is issued as shown on the face of the Small Dollar Grant Award; **(f)** "**Federal Award**" means an award of federal financial assistance or a cost-reimbursement contract, , by a Federal Awarding Agency to the Recipient. "Federal Award" also means an agreement setting forth the terms and conditions of the Federal Award, which terms and conditions shall flow down to the Award unless such terms and conditions specifically indicate otherwise. The term does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program; **(g)** "**Federal Awarding Agency**" means a Federal agency providing a Federal Award to a Recipient; **(h)** "**Grant Funds**" means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Agreement; **(i)** "**Matching Funds**" mean the funds provided by the Grantee to meet cost sharing requirements described in this Agreement; **(j)** "**Recipient**" means the State agency identified on the face of the Small Dollar Grant Award; **(k)** "**Subcontractor**" means third parties, if any, engaged by Grantee to aid in performance of the Work; **(l)** "**Subrecipient**" means a non-Federal entity that receives a sub-award from a Recipient to carry out part of a program, but does not include an individual that is a beneficiary of such program; **(m)** "**Uniform Guidance**" means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, identified as the 2 C.F.R. (Code of Federal Regulations) Part 200, commonly known as the "Super Circular," which supersedes requirements from OMB Circulars A-21, A-87, A-110, A-122, A-89, A-102, and A-133, and the guidance in Circular a-50 on Single Audit Act follow-up; and **(n)** "**Work**" means the goods delivered or services, or both, performed pursuant to this Agreement and identified as Line Items on the face of the Small Dollar Grant Award.

5. Delivery. Grantee shall furnish the Work in strict accordance with the specifications and price set forth in this Agreement. The State shall have no liability to compensate Grantee for the performance of any Work not specifically set forth in the Agreement.

6. Rights to Materials. [*Not Applicable to Agreements issued either in whole in part for Information Technology, as defined in CRS § 24-37.5-102(2); in which case Addendum 1 §2 applies in lieu of this section.*] Unless specifically stated otherwise in this Agreement, all materials, including without limitation supplies, equipment, documents, content, information, or other material of any type, whether tangible or intangible (collectively "Materials"), furnished by the State to Grantee or delivered by Grantee to the State in performance of its obligations under this Agreement shall be the exclusive property the State. Grantee shall return or deliver all Materials to the State upon completion or termination of this Agreement.

7. Grantee Records. 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 (including, but not limited to the operation of programs) performed under this Agreement (collectively "Grantee Records"). Unless otherwise specified by the State, the Grantee shall retain Grantee Records for a period (the "Record Retention Period") of three years following the date of submission to the State of the final expenditure report, or if this Award is renewed quarterly or annually, from the date of the submission of each quarterly or annual report, respectively. If any litigation, claim, or audit related to this Award starts before expiration of the Record Retention Period, the Record Retention Period shall extend until all litigation, claims or audit finding have been resolved and final action taken by the State or Federal Awarding Agency. The Federal Awarding Agency, a cognizant agency for audit, oversight, or indirect costs, and the State, may notify 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. 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. The State, in its discretion, may 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, Grantee shall allow the State to perform all monitoring required by the Uniform Guidance, based on the State's risk analysis of Grantee and this Agreement, and the State shall have the right, in its discretion, to change its monitoring procedures and requirements at any time during the term of this Agreement. The State will monitor Grantee's performance in a manner that does not unduly interfere with Grantee's performance of the Work. Grantee shall promptly submit to the State a copy of any final audit report of an audit performed

on Grantee Records that relates to or affects this Agreement or the Work, whether the audit is conducted by Grantee, a State agency or the State's authorized representative, or a third party. If applicable, the Grantee may be required to perform a single audit under 2 CFR 200.501, *et seq.* Grantee shall submit a copy of the results of that audit to the State within the same timelines as the submission to the federal government.

8. 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 10 days after being served, notify the State of such action and deliver copies of such pleading or document to the State. Grantee shall disclose, in a timely manner, in writing to the State and the Federal Awarding Agency, all violations of federal or State criminal law involving fraud, bribery, or gratuity violations potentially affecting the Award. The State or the Federal Awarding Agency may impose any penalties for noncompliance allowed under 2 CFR Part 180 and 31 U.S.C. 3321, which may include, without limitation, suspension or debarment.

9. Conflicts of Interest. Grantee acknowledges that with respect to this Agreement, even the appearance of a conflict of interest is harmful to the State's interests. Absent the State's prior written approval, Grantee shall refrain from any practices, activities, or relationships that reasonably may appear to be in conflict with the full performance of Grantee's obligations to the State under this Agreement. If a conflict or appearance of a conflict of interest exists, or if Grantee is uncertain as to such, 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. Grantee certifies 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.

10. Taxes. The State is exempt from federal excise taxes and from State and local sales and use taxes. The State shall not be liable for the payment of any excise, sales, of use taxes imposed on Grantee. A tax exemption certificate will be made available upon Grantee's request. 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.

11. Payment. 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 Document Total shown on the face of the Small Dollar Grant Award. The State shall pay Grantee in the amounts and in accordance with the schedule and other conditions set forth in this Agreement. Grantee shall initiate payment requests by invoice to the State, in a form and manner approved by the State. The State shall pay Grantee for all amounts due within 45 days after receipt of an Awarding Agency's approved invoicing request, or in instances of reimbursement grant programs a request for reimbursement, compliant with Generally Accepted Accounting Principles (GAAP) and, if applicable Government Accounting Standards Board (GASB) of amount requested. 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 set forth in CRS §24-30-202(24) until paid in full. Interest shall not accrue if a good faith dispute exists as to the State's obligation to pay all or a portion of the amount due. Grantee shall invoice the State separately for interest on delinquent amounts due, referencing the delinquent payment, number of day's interest to be paid, and applicable interest rate. The acceptance of an invoice shall not constitute acceptance of any Work performed under this Agreement. Except as specifically agreed in this Agreement, Grantee shall be solely responsible for all costs, expenses, and other charges it incurs in connection with its performance under this Grantee.

12. Term. The parties' respective performances under this Agreement shall commence on the "Service From" date identified on the face of the Small Dollar Grant Award, unless otherwise specified, and shall terminate on the "Service To" date identified on the face of the Small Dollar Grant Award unless sooner terminated in accordance with the terms of this Agreement.

13. 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.

14. Matching Funds. Grantee shall provide Matching Funds, if required by this Agreement. If permitted under the terms of the grant and per this Agreement, Grantee may be permitted to provide Matching Funds prior to or during the course of the project or the match will be an in-kind match. Grantee shall report to the State regarding the status of such funds upon request. Grantee's obligation to pay all or any part of any Matching Funds, whether direct or contingent, only extend to funds duly and lawfully appropriated for the purposes of this Agreement by the authorized representatives of Grantee and paid into Grantee's treasury or bank account. Grantee represents to the State that the amount designated "Grantee's Matching Funds" pursuant to this Agreement, has been legally appropriated for the purposes of this Agreement by its authorized representatives and paid into its treasury or bank account. Grantee does not by this Agreement irrevocably pledge present cash reserves for payments in future fiscal years, and this Agreement is not intended to create a multiple-fiscal year debt of Grantee. Grantee shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by Grantee's laws or policies.

15. Reimbursement of Grantee Costs. If applicable, the State shall reimburse Grantee's allowable costs, not exceeding the maximum total amount described in this Agreement for all allowable costs described in the grant except that Grantee may adjust the amounts between each line item of the Budget without formal modification to this Agreement as long as the Grantee provides notice to, and received approval from the State of the change, the change does not modify the total maximum amount of this Agreement, and the change does not modify any requirements of the Work. If applicable, the State shall reimburse Grantee for the properly documented allowable costs related to the Work after review and approval thereof, subject to the provisions of this Agreement. However, any costs incurred by Grantee prior to the Effective Date shall not be reimbursed absent specific allowance of pre-award costs. Grantee's costs for Work performed after the "Service To" date identified on the face of the Small Dollar Grant Award, or after any phase performance period end date for a respective phase of the Work, shall not be reimbursable. The State shall only reimburse allowable costs described in this Agreement and shown in the Budget if those costs are **(a)** reasonable and necessary to accomplish the Work, and **(b)** equal to the actual net cost to Grantee (i.e. the price paid minus any items of value received by Grantee that reduce the costs actually incurred).

16. Close-Out. Grantee shall close out this Award within 45 days after the "Service To" date identified on the face of the Small Dollar Grant Award, including any modifications. 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. In accordance with the Agreement, the State may withhold a percentage of allowable costs until all final documentation has been submitted and accepted by the State as substantially complete.

17. Assignment. Grantee's rights and obligations under this Agreement may not be transferred or assigned without the prior, written consent of the State and execution of a new agreement. Any attempt at assignment or transfer without such consent and new agreement 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.

18. Subcontracts. Grantee shall not enter into any 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 subcontract upon request by the State. All 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.

19. 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 in accordance with the intent of the Agreement.

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

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

22. 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.

23. Indemnification. [***Not Applicable to Inter-governmental agreements***] 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. This shall include, without limitation, any and all costs, expenses, claims, damages, liabilities, court awards and other amounts incurred by the Indemnified Parties in relation to any claim that any work infringes a patent, copyright, trademark, trade secret, or any other intellectual property right or any claim for loss or improper disclosure of any confidential information or personally identifiable information. If Grantee is a public agency prohibited by applicable law from indemnifying any party, then this section shall not apply.

24. Notice. All notices given under this Agreement shall be in writing, and shall be delivered to the contacts for each party listed on the face of the Small Dollar Grant Award. Either party may change its contact or contact information by notice submitted in accordance with this section without a formal modification to this Agreement.

25. Insurance. Except as otherwise specifically stated in this Agreement or any attachment or exhibit to this Agreement, Grantee shall obtain and maintain insurance as specified in this section at all times during the term of the Agreement: (a) workers' compensation insurance as required by state statute, and employers' liability insurance covering all Grantee employees acting within the course and scope of their employment, (b) Commercial general liability insurance written on an Insurance Services Office occurrence form, covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows: $1,000,000 each occurrence; $1,000,000 general aggregate; $1,000,000 products and completed operations aggregate; and $50,000 any one fire, and (c) Automobile liability insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit of $1,000,000 each accident combined single limit. If Grantee will or may have access to any protected information, then Grantee shall also obtain and maintain insurance covering loss and disclosure of protected information and claims based on alleged violations of privacy right through improper use and disclosure of protected information with limits of $1,000,000 each occurrence and $1,000,000 general aggregate at all times during the term of the Small Dollar Grant Award. Additional insurance may be required as provided elsewhere in this Agreement or any attachment or exhibit to this Agreement. All insurance policies required by this Agreement shall be issued by insurance companies with an AM Best rating of A-VIII or better. If Grantee is a public agency within the meaning of the Colorado Governmental Immunity Act, then this section shall not apply and Grantee shall instead comply with the Colorado Governmental Immunity Act.

26. Termination Prior to Grantee Acceptance. If Grantee has not begun performance under this Agreement, the State may cancel this Agreement by providing written notice to the Grantee.

27. Termination for Cause. If Grantee refuses or fails to timely and properly perform any of its obligations under this Agreement with such diligence as will ensure its completion within the time specified in this Agreement, the State may notify Grantee in writing of non-performance and, if not corrected by Grantee within the time specified in the notice, terminate Grantee's right to proceed with the Agreement or such part thereof as to which there has been delay or a failure. Grantee shall continue performance of this Agreement to the extent not terminated. Grantee shall be liable for excess costs incurred by the State in procuring similar Work and the State may withhold such amounts, as the State deems necessary. If after rejection, revocation, or other termination of Grantee's right to proceed under the Colorado Uniform Commercial Code (CUCC) or this clause, the State determines for any reason that Grantee was not in default or the delay was excusable, the rights and obligations of the State and Grantee shall be the same as if the notice of termination had been issued pursuant to termination under **§28**.

28. Termination in Public Interest. The State is entering into this Agreement for the purpose of carrying out the public interest of the State, as determined by its Governor, General Assembly, Courts, or Federal Awarding Agency. If this Agreement ceases to further the public interest of the State as determined by its Governor, General Assembly, Courts, or Federal Awarding Agency, the State, in its sole discretion, may terminate this Agreement in whole or in part and such termination shall not be deemed to be a breach of the State's obligations hereunder. This section shall not apply to a termination for cause, which shall be governed by **§27**. A determination that this Small Dollar Grant Award should be terminated in the public interest shall not be equivalent to a State right to terminate for convenience. The State shall give written notice of termination to Grantee specifying the part of the Agreement terminated and when termination becomes effective. Upon receipt of notice of termination, Grantee shall not incur further obligations except as necessary to mitigate costs of performance. The State shall pay the Agreement price or rate for Work performed

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and accepted by State prior to the effective date of the notice of termination. The State's termination liability under this section shall not exceed the total Agreement price.

29. Termination for Funds Availability. 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 Work performed 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 **§28**.

30. Grantee's Termination Under Federal Requirements. If the Grant Funds include any federal funds, then 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.

31. 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, CRS §24-10-101, *et seq*., 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, CRS §§24-30-1501, *et seq*. 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.

32. Grant Recipient. Grantee shall perform its duties hereunder as a grant recipient and not as an employee. Neither Grantee nor any agent or employee of Grantee shall be deemed to be an agent or employee of the State. Grantee shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. **Grantee and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Grantee or any of its agents or employees. Grantee shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Agreement. Grantee shall (a) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (b) provide proof thereof when requested by the State, and (c) be solely responsible for its acts and those of its employees and agents.**

33. 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.

34. Choice of Law, Jurisdiction and Venue. [***Not Applicable to Inter-governmental agreements***] 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. Any provision incorporated herein by reference which purports to negate this or any other provision in this Agreement in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision or for any other reason shall not invalidate the remainder of this Agreement, to the extent capable of execution. Grantee shall exhaust administrative remedies in CRS §24-109-106, prior to commencing any judicial action against the State regardless of whether the Colorado Procurement Code applies to this Agreement.

35. Prohibited Terms. Nothing in this Agreement shall be construed as a waiver of any provision of CRS §24-106-109. 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 that statute in any way shall be void ab initio.

36. Public Contracts for Services. [***Not Applicable to offer, issuance, or sale of securities, investment advisory services, fund management services, sponsored projects, intergovernmental grant 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 Department program established pursuant to CRS §8-17.5-102(5)(c), Grantee shall not knowingly employ or contract with an illegal alien to perform work under this Agreement or enter into a contract or agreement 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 shall (a) not use E-Verify Program or Department program procedures to undertake pre- employment screening of job applicants during performance of this Agreement, (b) notify Subcontractor and the State within three days if Grantee has actual knowledge that Subcontractor is employing or contracting with an illegal alien for work under this Agreement, (c) terminate the subcontract if Subcontractor does not stop employing or contracting with the illegal alien within three days of receiving notice, and (d) comply with reasonable requests made in the course of an investigation, undertaken pursuant to CRS §8-17.5-102(5), by the Colorado Department of Labor and Employment. If Grantee participates in the Department program, Grantee shall deliver to the State a written, notarized affirmation 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 CRS §8-17.5-101 et seq., the State may terminate this Agreement for breach and, if so terminated, Grantee shall be liable for damages.

37. Public Contracts with Natural Persons. Grantee, if a natural person 18 years of age or older, hereby swears and affirms under penalty of perjury that the person (a) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (b) shall comply with the provisions of CRS §24-76.5-101 et seq., and (c) has produced a form of identification required by CRS §24-76.5-103 prior to the date Grantee begins Work under terms of the Agreement.

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ADDENDUM 1:
Additional Terms & Conditions for Information Technology

IF ANY PART OF THE SUBJECT MATTER OF THIS AGREEMENT IS INFORMATION TECHNOLOGY, AS DEFINED IN CRS § 24-37.5-102 (2), THE FOLLOWING PROVISIONS ALSO APPLY TO THIS AGREEMENT.

A. Definitions. The following terms shall be construed and interpreted as follows: **(a)** "**CJI**" means criminal justice information collected by criminal justice agencies needed for the performance of their authorized functions, including, without limitation, all information defined as criminal justice information by the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy, as amended, and all Criminal Justice Records as defined under CRS §24-72-302; **(b)** "**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, pursuant to CRS §§24-37.5-401 *et seq*.; **(c)** "**PCI**" means payment card information including any data related to credit card holders' names, credit card numbers, or the other credit card information as may be protected by state or federal law; **(d)** "**PHI**" means any protected health information, including, without limitation any information whether oral or recorded in any form or medium that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual including, without limitation, any information defined as Individually Identifiable Health Information by the federal Health Insurance Portability and Accountability Act; **(e)** "**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, including, without limitation, all information defined as personally identifiable information in CRS §24-72-501; **(f)** "**State Confidential Information**" means any and all State Records not subject to disclosure under the Colorado Open Records Act and includes, without limitation, PII, PHI, PCI, Tax Information, CJI, and State personnel records not subject to disclosure under the Colorado Open Records Act, **(g)** "**State Fiscal Rules**" means those fiscal rules promulgated by the Colorado State Controller pursuant to CRS §24-30-202(13)(a); **(h)** "**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; **(i)** "**State Records**" means any and all State data, information, and records, regardless of physical form; **(j)** "**Tax Information**" means federal and State of Colorado tax information including, without limitation, federal and State tax returns, return information, and such other tax-related information as may be protected by federal and State law and regulation, including, without limitation all information defined as federal tax information in Internal Revenue Service Publication 1075; and **(k)** "**Work Product**" means the tangible and intangible results of the delivery of goods and performance of services, 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, but does not include any material that was developed prior to the Effective Date that is used, without modification, in the performance of the Work.

B. Intellectual Property. Except to the extent specifically provided elsewhere in this Agreement, any State information, including without limitation pre-existing State software, research, reports, studies, data, photographs, negatives or other documents, drawings, models, materials; or Work Product prepared by Grantee in the performance of its obligations under this Agreement shall be the exclusive property of the State (collectively, "State Materials"). All State Materials shall be delivered to the State by Grantee upon completion or termination of this Agreement. The State's exclusive rights in any Work Product prepared by Grantee shall include, but not be limited to, the right to copy, publish, display, transfer, and prepare derivative works. Grantee shall not use, willingly allow, cause or permit any State Materials to be used for any purpose other than the performance of Grantee's obligations hereunder without the prior written consent of the State. The State shall maintain complete and accurate records relating to **(a)** its use of all Grantee and third party software licenses and rights to use any Grantee or third party software granted under this Agreement and its attachments to which the State is a party and **(b)** all amounts payable to Grantee pursuant to this Agreement and its attachments and the State's obligations under this Agreement or any amounts payable to Grantee in relation to this Agreement, which records shall contain sufficient information to permit Grantee to confirm the State's compliance with the use restrictions and payment obligations under this Agreement or to any third party use restrictions to which the State is a party. 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, video, and third party materials, delivered by Grantee under the 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 a State-approved license agreement **(a)** entered into as exhibits or attachments to this Agreement, **(b)** obtained by the State from the applicable third party Grantee, or **(c)** in the case of open source software, the license terms set forth in the applicable open source license agreement. Notwithstanding anything to the contrary herein, the State shall not be subject to any provision incorporated in any exhibit or attachment attached hereto, any provision incorporated in any terms and conditions appearing on any website, any provision incorporated into any click through or online agreements, or any provision incorporated into any other document or agreement between the parties that **(a)** requires the State or the State to indemnify Grantee or any other party, **(b)** is in violation of State laws, regulations, rules, State Fiscal Rules, policies, or other State requirements as deemed solely by the State, or **(c)** is contrary to this Agreement.

C. Information 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. If Grantee will or may have access to any State Confidential Information or any other protected information, Grantee shall provide for the security of all State Confidential Information in accordance with all applicable laws, rules, policies, publications, and guidelines. Grantee shall comply with all Colorado Office of Information Security ("OIS") policies and procedures which OIS has issued pursuant to CRS §§24-37.5-401 through 406 and 8 CCR §1501-5 and posted at http://oit.state.co.us/ois, all information security and privacy obligations imposed by any federal, state, or local statute or regulation, or by any industry standards or guidelines, as applicable based on the classification of the data relevant to Grantee's performance under this Agreement. Such obligations may arise from: Health Information Portability and Accountability Act (HIPAA); IRS Publication 1075; Payment Card Industry Data Security Standard (PCI-DSS); FBI Criminal Justice Information Service Security Addendum; Centers for Medicare & Medicaid Services (CMS) Minimum Acceptable Risk Standards for Exchanges; and Electronic Information Exchange

Security Requirements and Procedures for State and Local Agencies Exchanging Electronic Information with The Social Security Administration. Grantee shall immediately forward any request or demand for State Records to the State's principal representative.

D. Other Entity Access and Nondisclosure Agreements. Grantee may provide State Records to its agents, employees, assigns and Subcontractors as necessary to perform the work, but shall restrict access to State Confidential Information to those agents, employees, assigns, and Subcontractors who require access to perform their obligations under this Agreement. Grantee shall ensure all such agents, employees, assigns, and Subcontractors sign agreements containing nondisclosure provisions at least as protective as those in this Agreement, and that the nondisclosure provisions are in force at all times the agent, employee, assign, or Subcontractors 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 if requested by the State.

E. Use, Security, and Retention. Grantee shall use, hold, and maintain State Confidential Information in compliance with any and all applicable laws and regulations only in facilities located within the United States, and shall maintain a secure environment that ensures confidentiality of all State Confidential Information. 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.

F. 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 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 actual costs thereof.

G. Data Protection and Handling. Grantee shall ensure that all State Records and Work Product in the possession of Grantee or any Subcontractors are protected and handled in accordance with the requirements of this Agreement at all times. Upon request by the State made any time prior to 60 days following the termination of this Agreement for any reason, whether or not this Agreement is expiring or terminating, Grantee shall make available to the State a complete and secure download file of all data that is encrypted and appropriately authenticated. This download file shall be made available to the State within 10 Business Days following the State's request, and shall contain, without limitation, all State Records, Work Product, and any other information belonging to the State. Upon the termination of Grantee's services under this Agreement, Grantee shall, as directed by the State, return all State Records provided by the State to Grantee, and the copies thereof, to the State or destroy all such State Records and certify to the State that it has done so. If legal obligations imposed upon Grantee prevent Grantee from returning or destroying all or part of the State Records provided by the State, Grantee shall guarantee the confidentiality of all State Records in Grantee's possession and will not actively process such data. The State retains the right to use the established operational services to access and retrieve State Records stored on Grantee's infrastructure at its sole discretion and at any time.

H. Compliance. If applicable, Grantee shall review, on a semi-annual basis, all OIS policies and procedures which OIS has promulgated pursuant to CRS §§ 24-37.5-401 through 406 and 8 CCR § 1501-5 and posted at http://oit.state.co.us/ois, to ensure compliance with the standards and guidelines published therein. Grantee shall cooperate, and shall cause its Subcontractors to cooperate, with the performance of security audit and penetration tests by OIS or its designee.

I. 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, all State requirements relating to non-disclosure, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Grantee shall take full responsibility for the security of all PII in its possession or in the possession of its Subcontractors, and shall hold the State harmless for any damages or liabilities resulting from the unauthorized disclosure or loss thereof. Grantee shall be a "Third-Party Service Provider" as defined in CRS §24-73-103(1)(i) and shall maintain security procedures and practices consistent with CRS §§24-73-101 *et seq*.

J. Software Piracy Prohibition. The 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.

K. Information Technology. To the extent that Grantee provides physical or logical storage of State Records; Grantee creates, uses, processes, discloses, transmits, or disposes of State Records; or Grantee is otherwise given physical or logical access to State Records in order to perform Grantee's obligations under this Agreement, the following terms shall apply. Grantee shall, and shall cause its Subcontractors, to: Provide physical and logical protection for all hardware, software, applications, and data that meets or exceeds industry standards and the requirements of this Agreement; Maintain network, system, and application security, which includes, but is not limited to, network firewalls, intrusion detection (host and network), annual security testing, and improvements or enhancements consistent with evolving industry standards; Comply with State and federal rules and regulations related to overall security, privacy, confidentiality, integrity, availability, and auditing; Provide that security is not compromised by unauthorized access to workspaces, computers, networks, software, databases, or other physical or electronic environments; Promptly report all Incidents, including Incidents that do not result in unauthorized disclosure or loss of data integrity, to a designated representative of the OIS; Comply with all rules, policies, procedures, and standards issued by the Governor's Office of Information Technology (OIT), including project lifecycle methodology and governance, technical standards, documentation, and other requirements posted at www.oit.state.co.us/about/policies. Grantee shall not allow remote access to State Records from outside the United States, including access by

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Grantee's employees or agents, without the prior express written consent of OIS. Grantee shall communicate any request regarding non-U.S. access to State Records to the State. The State, acting by and through OIS, shall have sole discretion to grant or deny any such request.

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: August 8, 2022

TO: President Heather Graham and Members of City Council

CC: Nicholas A. Gradisar, Mayor

VIA: Marisa Stoller, City Clerk

FROM: Lori Pinz, Director of Information Technology

SUBJECT: AN ORDINANCE APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF PUEBLO AND THE PUEBLO REGIONAL BUILDING DEPARTMENT FOR THE SHARING OF COSTS RELATED TO THE PUEBLO MEANS BUSINESS WEB-PORTAL, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

SUMMARY:

This Ordinance approves the attached Intergovernmental Agreement (IGA) between the City of Pueblo and the Pueblo Regional Building Department (PRBD) for cost sharing related to the Pueblo Means Business (PMB) web-portal.

PREVIOUS COUNCIL ACTION:

Not applicable to this Ordinance.

BACKGROUND:

The City of Pueblo has been participating in the "Pueblo Means Business" initiative along with PRBD, Pueblo County, and Pueblo West Metro District. The purpose of this IGA is to establish the terms and conditions under which the PMB web-portal will be funded and used, as agreed to by and between the City and PRBD. PRBD has agreed to acquire a cloud-based solution specific for this initiative called Camino. The Portal will be developed and used to navigate the websites and platforms of participating local government agencies to better facilitate new and continued business within the community, aiding economic development and expansion. PMB and the Portal will involve and require a financial commitment from PRBD, the City, County of Pueblo, and Pueblo West Metro District. Each of these four local government entities agrees and intends to provide twenty-five percent (25%) of the funds required to procure and maintain the Camino solution. This IGA is between the City and PRBD, and the County of Pueblo and the Pueblo West Metro District are not parties to this IGA. PRBD intends to enter into separate agreements regarding the Portal with the County of Pueblo and the Pueblo West Metro District.

FINANCIAL IMPLICATIONS:

Annual support and maintenance costs will be required. Funding will be requested and appropriated during the City's annual budget process.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Pueblo Regional Building Department Board of Commission.

ALTERNATIVES:

If City Council does not approve this Ordinance, the City of Pueblo will not participate in the PMB web-portal.

RECOMMENDATION:

Approval of the Ordinance.

Attachments:
Intergovernmental Agreement between the City of Pueblo and the Pueblo Regional Building Department

ORDINANCE NO. _____

AN ORDINANCE APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF PUEBLO AND THE PUEBLO REGIONAL BUILDING DEPARTMENT FOR THE SHARING OF COSTS RELATED TO THE PUEBLO MEANS BUSINESS WEB-PORTAL, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

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

SECTION 1.

The Intergovernmental Agreement between the City of Pueblo, a Municipal Corporation, and the Pueblo Regional Building Department, a body politic and corporate established pursuant to C.R.S. 29-1-203, for the sharing of costs related to the Pueblo Means Business Portal, attached hereto after having been approved as to form by the City Attorney, is hereby accepted and approved.

SECTION 2.

The Mayor is hereby authorized to execute said Intergovernmental Agreement for and on behalf of the City, and the City Clerk is 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 all acts consistent with the intent of this Ordinance to implement the transaction 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 Intergovernmental Agreement (hereinafter referred to as "IGA") is made and entered into on this ___ day of _____, 2022 ("Effective Date"), by and between the City of Pueblo, a Municipal Corporation, with an address of 1 City Hall Place, Pueblo, Colorado 81003 (hereinafter referred to as "City") and the Pueblo Regional Building Department, a body politic and corporate established pursuant to C.R.S. 29-1-203, with an address of 830 N. Main Street, Pueblo, Colorado 81003 (hereinafter referred to as "PRBD").

1. Purpose. The purpose of this IGA is to establish the terms and conditions under which the Pueblo Means Business ("PMB") Portal ("Portal") will be funded and used, as agreed to by and between the City and PRBD. The Portal will be used to navigate the websites and platforms used by local government agencies in order to better facilitate new and continued business within the community, aiding economic development and expansion. PMB and the Portal will involve and require a financial commitment from PRBD, the City, County of Pueblo, and Pueblo West Metro District. Each of these four local government entities intends to provide twenty-five percent (25%) of the funds required for the Portal. This IGA is between the City and PRBD, and the County of Pueblo and the Pueblo West Metro District are not parties to this IGA. PRBD intends to enter into separate agreements regarding the Portal with the County of Pueblo and the Pueblo West Metro District.

This IGA is intended: (i) to set forth a clear expression of the support of each party for the project; (ii) to express recognition of the parties that the project is a community-wide initiative with public benefits that transcend jurisdictional boundaries; and (iii) to pledge the full cooperation of each party to expedite the project and the Portal. The parties acknowledge the purposes set forth and agree jointly and severally to pursue their fulfillment in good faith, including acting in good faith in all matters that require joint or coordinated action.

2. Term of IGA. This IGA is effective and will commence upon the Effective Date and shall remain in full force and effect for one year ("Initial Term"). This IGA will automatically renew for one-year terms on an annual basis (each year a "Renewal Term") unless a party provides the other notice of its intent not to renew this IGA at least thirty (30) days prior to the end of the then current term in a signed writing. This IGA may be terminated at any time, without cause, by either party upon ninety (90) days prior written notice, which notice shall be delivered by hand or by certified mail to the address listed above. If at any time the County of Pueblo or Pueblo West Metro District withdraw from PMB or otherwise discontinue funding to the Portal, the City may immediately terminate this IGA and all obligations hereunder upon notice to PRBD.

3. Responsibilities of the City.

(a) City will provide initial funding of twenty-five percent (25%) of startup costs for the build out of the Portal during the Initial Term, subject to available appropriations. The City's initial funding shall not exceed $20,000.00 in total for the Initial Term.

(b) During each Renewal Term, the City will contribute yearly funding of twenty-five percent (25%) of the operational costs for hosting and maintaining the Portal, subject to available appropriations. The City's funding during any one Renewal Term shall not exceed $20,000.00 in total for said term, unless otherwise agreed to by the City in a signed writing.

(c) City funding may be derived from state or federal grants made available to the City for use in accordance with the purposes of this IGA, in which case PRBD will be bound by applicable grant terms governing use of the funds. PRBD may terminate this IGA upon notice to City if it determines, in its sole discretion, that it cannot comply with the terms of any grant because of the resulting negative impact on PRBD.

(d) The City will designate a primary representative(s) able to speak on behalf of the City's interests, except that said representative may not agree to binding policy or decisions which require the approval of City Council or the Mayor, nor may the representative agree to amendments of this IGA.

(e) Should PRBD receive notice from the City of its failure to appropriate sufficient funds for this IGA, this IGA will immediately terminate.

4. <u>Responsibilities of PRBD</u>.

(a) PRBD will facilitate the initial build of the Portal, including through contracting with a developer and the initial installation and configuration of the software, an interface for project routing features, an administrator dashboard, and a user portal to enable users to view existing projects from all participating agencies. PRBD's funding will be twenty-five percent (25%) of startup costs for the build out of the Portal during the Initial Term, not to exceed $20,000.00 and subject to appropriation.

(b) PRBD is not responsible for creating the primary PMB website, which is to be completed by the County of Pueblo or its assignee. PRBD will furnish cloud hosting and maintain the Portal for PMB. During each Renewal Term, PRBD will contribute yearly funding of twenty-five percent (25%) of the operational costs for hosting and maintaining the Portal, subject to available appropriations. PRBD's funding during any one Renewal Term shall not exceed $20,000.00 in total for said term, unless agreed to by PRBD in a signed writing.

(c) PRBD will contract directly with Camino or other developer, as it may decide, for development of the Portal. City will not be a party to nor be expected to participate in said contract and will be an independent third party. City will in no way be liable for or bound by any provision of the developer contract, unless expressly agreed to by City in a signed writing. Notwithstanding the foregoing, PRBD's contract with the developer will require that the developer defend and indemnify the City from any third-party claims that the Portal infringes on intellectual property or similar rights.

(d) Until this IGA terminates, expires, or another agreement is put in place that changes the maintenance and hosting responsibilities for the Portal, PRBD will provide an annual invoice to the City for the percentage of shared services set forth in Section 3 above. PRBD will also provide City with all supporting documentation for vendor services and invoices.

(e) Administration of the Portal will be a collaborative effort between PRBD, City, County of Pueblo, and Pueblo West Metro District, although PRBD will maintain final say and administrative authority.

(f) The financial obligations of PRBD pursuant to this IGA are subject to annual appropriation. Should City receive notice from PRBD of its failure to appropriate sufficient funds for this IGA, this IGA will immediately terminate.

5. Work Product and Other Information. PRBD hereby grants to the City a non-exclusive, royalty free license, with the right to perform, display, and otherwise use all intellectual property created by PRBD or any of its contractors and paid for in part with funds from this IGA, including, but not limited to, as needed to use and access the Portal and information thereon. Upon request during the term of this IGA, PRBD will provide City with any public data involved with or included in the Portal at no charge and in the format requested by City. In the event of termination or expiration of this IGA, access to Portal functions and systems will no longer be provided for locations inside the jurisdiction of the City. Said functions include but are not limited to guide creation and automated routing creation.

6. Accessibility. To the extent applicable, PRBD and the Portal 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. PRBD and the Portal shall comply with all applicable 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/.

7. Insurance; Liability; Employees; PERA.

(a) Each party shall maintain at all times during the term of this IGA such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S., including for, but not limited to, bodily injury, death, property damage, automobiles, and statutory workers' compensation insurance.

(b) Each party shall be liable for its respective individual actions and omissions in accordance with law and shall in no way be held liable or otherwise responsible for the actions of the other party.

(c) The parties shall employ separate persons and no current employee of a party shall be simultaneously considered an employee of the other party. Each party shall comply with all applicable employment laws and only be responsible for its own employees and payment and benefits therefore and shall have no employment relationship with the current employees of the other party.

(d) PRBD shall reimburse the City for the full amount of any employer contribution required to be paid by the City to the Public Employees' Retirement Association ("PERA") for salary or other compensation paid to a PERA retiree retained by PRBD and performing contracted services for the City under this IGA.

8. General Provisions

(a) Amendments. Either party may request changes to this IGA. Any changes, modifications, revisions, or amendments to this IGA must be mutually agreed upon between the parties and in a signed written instrument, effective when executed and signed by all parties to this IGA.

(b) Entirety of Agreement. This IGA represents the entire agreement between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.

(c) Severability. Should any portion of this IGA be determined to be illegal or unenforceable, the remainder of the IGA shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.

(d) Third Party Beneficiary Rights. The parties do not intend to create in any other individual or entity the status of a third-party beneficiary, and this IGA shall not be construed so as to create such status. The rights, duties, and obligations contained in this IGA shall operate only between the parties to this IGA and shall inure solely to the benefit of the parties to this IGA. The provisions of this IGA are intended

only to assist the parties in determining and performing their obligations under this IGA. The parties to this IGA intend and expressly agree that only parties signatory to this IGA shall have any legal or equitable right to seek to enforce this IGA, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this IGA, or to bring an action for the breach of this IGA.

(e) This IGA 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 PRBD nor 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 IGA, with respect to any financial obligation of PRBD or the City which may arise under this IGA 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 IGA, including any sub-agreement, attachment, schedule or exhibit thereto, by PRBD or the City. PRBD or City may in its sole and absolute discretion terminate this IGA for reasons of non-appropriation immediately upon written notice without causing default or breach.

(f) Nothing in this IGA 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 a party 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.

(g) This IGA shall be governed by the laws of the State of Colorado. Venue for any action arising under this IGA or for the enforcement of this IGA shall be in a state court with jurisdiction located in Pueblo County, Colorado.

(h) A waiver by any party to this IGA of the breach of any term or provision of this IGA shall not operate or be construed as a waiver of any subsequent breach by either party.

(i) This IGA shall not be assigned by either party without the prior written consent of the non-assigning party, which consent may be granted, denied, or conditioned in said party's discretion.

(j) Nothing in this IGA is intended to, nor shall be deemed to constitute, a partnership or joint venture between the parties, or to create any agency or partner relationship between the parties. Neither party shall hold itself out as a partner, joint venture, agent, or representative of the other under this IGA.

(k) Any delays in or failure of performance by any party of its obligations under this IGA shall be excused if such delays or failure are a result of acts of God, fires, floods, storms, lightning strikes, labor strikes, labor disputes, pandemic, accidents, regulations or orders of civil or military authorities, shortages of labor or materials, or other causes, similar or dissimilar, which are beyond the control of such party.

9. Electronic Signatures. This IGA 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.

10. Legal Authority. The parties assure that each possess the legal authority, pursuant to any proper, appropriate, and official motion, resolution, or other action passed or taken, to enter into this IGA. The person or persons signing and executing this IGA do hereby warrant that he/she/they have been fully authorized to execute this IGA and to validly and legally bind their respective principals to all the terms, conditions, and provisions set forth herein.

IN WITNESS WHEREOF, PRBD and the City have caused this agreement to be executed on their respective behalf by their proper officer. The effective date of this IGA is the Effective Date on the first page.

ATTEST:

_____
City Clerk

CITY OF PUEBLO, A MUNICIPAL CORPORATION

By_____
Nicholas A. Gradisar, Mayor
Date _____

PUEBLO REGIONAL BUILDING DEPARTMENT

By _____
Building Official
Date _____

BACKGROUND PAPER FOR PROPOSED
ORDINANCE
.

COUNCIL MEETING DATE: August 8, 2022

TO: President Heather Graham and Members of City Council

CC: Nicholas A. Gradisar, Mayor

VIA: Marisa Stoller, City Clerk

FROM: Barb Huber, Fire Chief

SUBJECT: AN ORDINANCE APPROVING A GRANT AWARD AGREEMENT BETWEEN PUEBLO, A MUNICIPAL CORPORATION, AND STATE OF COLORADO, ACTING BY AND THROUGH THE COLORADO DEPARTMENT OF NATURAL RESOURCES, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

SUMMARY:

A grant providing a Department of Corrections crew to reduce wildland risk by cutting vegetation for six weeks within the City of Pueblo.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

Approving and accepting a grant awarded to the City of Pueblo in an effort to reduce wildfire risk within the city limits. This grant will allow for wildland fire mitigation to take place along the Fountain and the Arkansas rivers.

FINANCIAL IMPLICATIONS:

None.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

None.

RECOMMENDATION:

Approval of the Ordinance.

ORDINANCE NO. _____

AN ORDINANCE APPROVING A GRANT AWARD AGREEMENT BETWEEN PUEBLO, A MUNICIPAL CORPORATION, AND STATE OF COLORADO, ACTING BY AND THROUGH THE COLORADO DEPARTMENT OF NATURAL RESOURCES, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

BE IT ORDAINED BY THE CITY COUNCIL OF PUEBLO that:

SECTION 1.

The Grant Award Agreement ("Agreement") between and Pueblo, a municipal corporation, and the State of Colorado, acting by and through the Colorado Department of Natural Resources, 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.

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 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

Colorado Department of Natural Resources

DATE CMS XXXXXX, CTGG1 2023*XXXX

City of Pueblo Fire Department

Dear XXXXXXX:

We are pleased to inform you that the Department of Natural Resources, Division Name has approved your application for Crew Time pursuant to the Colorado Strategic Wildfire Action Program ("Program"). This letter authorizes you to proceed with the City of Pueblo Mitigation ("Project") in accordance with the terms of this Grant Award Letter.

Attached to this letter are the terms and conditions of your Grant. Please review these terms and conditions as they are requirements of this Grant to which you Grantee agree by accepting the Grant Funds.

If you have questions regarding this Grant, please contact: Courtney Young, Courtney.young@state.co.us, and Alison Lerch, Alison.lerch@state.co.us.

GRANT AWARD AGREEMENT
SUMMARY OF GRANT AWARD TERMS AND CONDITIONS

State Agency Department of Natural Resources 1313 Sherman Street Denver, Colorado 80203	**Agreement Number** CMS XXXXXX
Grantee City of Pueblo Fire Department	**Agreement Performance Beginning Date** The Effective Date
	Initial Agreement Expiration Date 12/31/2023
	State In-Kind Contribution Agreement CMS CMS XXXXXX
	State In-Kind Contribution Agreement CORE ID PAAA CTGG1 2023*XXXX
Agreement Amount Crew Time Grant (Weeks) 06	**Fund Expenditure/Crew Time End Date** 12/31/2023 or upon Project Completion, whichever occurs earlier **Agreement Authority** **This grant is authorized by section 24-33-117, C.R.S.**.

Agreement Purpose

The purpose of this Grant Agreement is to provide a grant of either cash or service in the form of crew time to implement wildfire mitigation projects or complete wildfire mitigation workforce training

Exhibits and Order of Precedence

The following Exhibits and attachments are included with this Agreement:

1. Exhibit A, Statement of Work.

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

1. The provisions of the main body of this Agreement.
2. Exhibit A, Statement of Work

Principal Representatives

For the State:	For Grantee:
Angela Boag	Name
Department of Natural Resources	Organization
1313 Sherman Street	Address
Suite 719	Address 2
Denver, CO 80203	City, State, Zip
angela.boag@state.co.us	Email

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 Fire Department	**STATE OF COLORADO** Jared S. Polis, Governor Department of Natural Resources Dan Gibbs
Signature: _____	Signature: _____
Printed Name: _____	Printed Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

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

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

Signature: _____

Printed Name: _____

Title: _____

Effective Date: _____

1. GRANT

As of the Grant Issuance Date, the State Agency shown on the first page of this Grant Award Letter (the "State") hereby obligates and awards to Grantee shown on the first page of this Grant Award Letter (the "Grantee") an award of Grant Funds in the amounts shown on the first page of this Grant Award Letter. By accepting the Grant Funds provided under this Grant Award Letter, Grantee agrees to comply with the terms and conditions of this Grant Award Letter and requirements and provisions of all Exhibits to this Grant Award Letter.

2. TERM

A. Initial Grant Term and Extension

The Parties' respective performances under this Grant Award Letter shall commence on the Grant Issuance Date and shall terminate on the Grant Expiration Date unless sooner terminated or further extended in accordance with the terms of this Grant Award Letter. Upon request of Grantee, the State may, in its sole discretion, extend the term of this Grant Award Letter by providing Grantee with an updated Grant Award Letter showing the new Grant Expiration Date.

B. Early Termination in the Public Interest

The State is entering into this Grant Award Letter to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Grant Award Letter ceases to further the public interest of the State or if State, or other funds used for this Grant Award Letter are not appropriated, or otherwise become unavailable to fund this Grant Award Letter, the State, in its discretion, may terminate this Grant Award Letter in whole or in part by providing written notice to Grantee that includes, to the extent practicable, the public interest justification for the termination. If the State terminates this Grant Award Letter in the public interest, the State shall pay Grantee an amount equal to the percentage of the total reimbursement payable under this Grant Award Letter that corresponds to the percentage of Work satisfactorily completed, as determined by the State, less payments previously made. Additionally, the State, in its discretion, may reimburse Grantee for a portion of actual, out-of-pocket expenses not otherwise reimbursed under this Grant Award Letter that are incurred by Grantee and are directly attributable to the uncompleted portion of Grantee's obligations, provided that the sum of any and all reimbursements shall not exceed the maximum amount payable to Grantee hereunder. If this Agreement is a Crew Time grant and the State terminates this Agreement in the public interest, the State shall provide crew time for the remainder of the Crew Week in the week that termination notice is given pursuant to this section 2.B. Grantee will not be entitled to any additional crew time provided by the State. Crew Time grants shall have no cash value to Grantees.

3. DEFINITIONS

The following terms shall be construed and interpreted as follows:

A. "**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.

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

C. **"Crew Week"** means the time increments for Crew Time grants. A Crew Week for grants of time from a conservation corps constitutes five (5) consecutive days. A Crew Week for grants of time from a SWIFT crew constitutes four (4) consecutive days.

D. "**Grant Award Letter**" means this letter which offers Grant Funds to Grantee, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future updates thereto.

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

F. "**Grant Expiration Date**" means the Grant Expiration Date shown on the first page of this Grant Award Letter.

G. "**Grant Issuance Date**" means the Grant Issuance Date shown on the first page of this Grant Award Letter".

H. "**Exhibits**" exhibits and attachments included with this Grant as shown on the first page of this Grant

I. "**Extension Term**" means the period of time by which the Grant Expiration Date is extended by the State through delivery of an updated Grant Award Letter

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

K. "**Incident**" means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access or disclosure of State Confidential Information or of the unauthorized modification, disruption, or destruction of any State Records.

L. "**Initial Term**" means the time period between the Grant Issuance Date and the Grant Expiration Date.

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

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

O. "**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

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

Q. "**State Confidential Information**" means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to, PII, and State personnel records not subject to disclosure under CORA. State Confidential Information shall not include information or data concerning individuals that is not deemed confidential but nevertheless belongs to the State, which has been communicated, furnished, or disclosed by the State to Grantee which (i) is subject to disclosure pursuant to CORA; (ii) is already known to Grantee without restrictions at the time of its disclosure to Grantee; (iii) is or subsequently

becomes publicly available without breach of any obligation owed by Grantee to the State; (iv) is disclosed to Grantee, without confidentiality obligations, by a third party who has the right to disclose such information; or (v) was independently developed without reliance on any State Confidential Information.

R. "**State Fiscal Rules**" means the fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a), C.R.S.

S. "**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.

T. "**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.

U. "**SubGrantee**" means third-parties, if any, engaged by Grantee to aid in performance of

V. "**Work**" means the delivery of the Goods and performance of the Services described in this Grant Award Letter.

W. "**Work Product**" means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, and any other results of the Work. "Work Product" does not include any material that was developed prior to the Grant Issuance Date that is used, without modification, in the performance of the Work.

Any other term used in this Grant Award Letter that is defined in an Exhibit shall be construed and interpreted as defined in that Exhibit.

4. STATEMENT OF WORK

Grantee shall complete the Work as described in this Grant Award Letter and in accordance with the provisions of Exhibit A. The State shall have no liability to compensate or reimburse Grantee for the delivery of any goods or the performance of any services that are not specifically set forth in this Grant Award Letter. The State does not guarantee that crew time awards will be sufficient to complete the entire statement of work.

5. PAYMENTS TO GRANTEE

A. Maximum Amount

Payments to Grantee are limited to the unpaid, obligated balance of the Grant Funds. The State shall not pay Grantee any amount under this Grant that exceeds the Grant Amount for each State Fiscal Year shown on the first page of this Grant Award Letter. Financial obligations of the State payable after the current State Fiscal Year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available. The State shall not be liable to pay or reimburse Grantee for any Work performed or expense incurred before the Grant Issuance Date or after the Grant Expiration Date. Crew Time grantees receive no cash value equivalent for crew time awards.

B. Crew Time Awards

Grantees receiving Crew Time grant awards are not entitled to any cash payment equivalents of the grant award. The State will pay the Conservation Youth Corps Association (CYCA) or the Colorado Department of Corrections, State Wildland Inmate Fire Teams (SWIFT) for Crew Weeks dedicated to the project described in Exhibit A in accordance with the terms of the respective agreement between the State and CYCA and SWIFT. The State will provide the Crew Weeks provided in the Cover Sheet of this Agreement to Grantee to be scheduled in accordance with Exhibit A and in coordination with Grantee and CYCA or SWIFT.

i. Available Crew Time

This Agreement confirms that CYCA or SWIFT has agreed that the Crew Weeks granted are available for the Work described in Exhibit A. Any enlargement of Crew Weeks that become necessary during implementation of the Work described in Exhibit A must be approved by amendment of this Agreement in writing in advance of any additional Crew Weeks.

ii. Emergency Crew Duties

SWIFT crews have duties to provide firefighting services in the event of a wildfire. If a wildfire occurs during a grantee Crew Week will supersede the State's obligation to provide the Crew Weeks in consecutive time. Any Crew Week interrupted due to wildfire emergencies will be completed by the SWIFT crew at the earliest possible date following completion of the SWIFT crew's firefighting duties. If a SWIFT crew's firefighting duties result in an inability of Grantee to complete the Work by the Fund Expenditure/Crew Time End Date, the State may extend the Term of this Agreement by amendment or may terminate this Agreement in the public interest as provided in **§2.B.**

iii. Crew Time - Failure to Perform

Timing and availability of Crew Weeks will be scheduled after Grantee and the State enter into this Agreement in accordance with Exhibit A. In the event that a conservation crew or SWIFT crew are unable to perform or performance of a Crew Week is interrupted due to unforeseen circumstances, including but not limited to crew illnesses, the Crew Week(s) will be completed by the crew at the earliest possible date following performance interruption. If the crew performance interruption results in an inability of Grantee to complete the Work by the Fund Expenditure/Crew Time End Date, the State may extend the Term of this Agreement by amendment or may terminate this Agreement in the public interest as provided in **§2.B.** Nothing in this Agreement guarantees that the crew time award if fully satisfied will complete all Work described in Exhibit A. This Agreement provides crew for an allotted period of time, not the guarantee of a completed Work.

iv. Available Funds - Contingency - Termination

The State is prohibited by law from making commitments beyond the term of the current State Fiscal Year. Payment 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 provide Crew Time 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 Crew Time that was 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.B**.

C. Close-Out.

Grantee shall close out this Grant within 30 days upon Project Completion or after the Grant Expiration Date, whichever occurs first. To complete close out, Grantee shall submit to the State all deliverables (including documentation) as defined in this Grant Award Letter and Grantee's final reimbursement 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 AND NOTIFICATION

A. Performance and Final Status

Grantee shall submit all financial, performance and other reports to the State no later than the end of the close out described in §5.C, containing an evaluation and review of Grantee's performance and the final status of Grantee's obligations hereunder.

B. Violations Reporting

Grantee shall disclose, in a timely manner, in writing to the State, all violations of federal or State criminal law involving fraud, bribery, or gratuity violations. The State may impose any penalties for noncompliance which may include, without limitation, suspension or debarment.

7. GRANTEE RECORDS

A. Maintenance and Inspection

Grantee shall make, keep, and maintain, all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to this Grant for a period of three years following the completion of the close out of this Grant. Grantee shall permit the State to audit, inspect, examine, excerpt, copy and transcribe all such records during normal business hours at Grantee's office or place of business, unless the State determines that an audit or inspection is required without notice at a different time to protect the interests of the State.

B. Monitoring

The State will monitor Grantee's performance of its obligations under this Grant Award Letter using procedures as determined by the State. The State shall have the right, in its sole discretion, to change its monitoring procedures and requirements at any time during the term of this Agreement. The State shall monitor Grantee's performance in a manner that does not unduly interfere with Grantee's performance of the Work.

C. Final Audit Report

Grantee shall promptly submit to the State a copy of any final audit report of an audit performed on Grantee's records that relates to or affects this Grant or the Work, whether the audit is conducted by Grantee or a third party.

8. CONFIDENTIAL INFORMATION-STATE RECORDS

A. Confidentiality

Grantee shall hold and maintain, and cause all SubGrantees to hold and maintain, any and all State Records that the State provides or makes available to Grantee for the sole and exclusive benefit of the State, unless those State Records are otherwise publically available at the time of disclosure or are subject to disclosure by Grantee under CORA. Grantee shall not, without prior written approval of the State, use for Grantee's own benefit, publish, copy, or otherwise disclose to any third party, or permit the use by any third party for its benefit or to the detriment of the State, any State Records, except as otherwise stated in this Grant Award Letter. Grantee shall provide for the security of all State Confidential Information in accordance with all policies promulgated by the Colorado Office of Information Security and all applicable laws, rules, policies, publications, and guidelines. 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 SubGrantees as necessary to perform the Work, but shall restrict access to State Confidential Information to those agents, employees, assigns and SubGrantees who require access to perform their obligations under this Grant Award Letter. Grantee shall ensure all such agents, employees, assigns, and SubGrantees sign nondisclosure agreements with provisions at least as protective as those in this Grant, and that the nondisclosure agreements are in force at all times the agent, employee, assign or SubGrantee has access to any State Confidential Information. Grantee shall provide copies of those signed nondisclosure restrictions to the State upon request.

C. Use, Security, and Retention

Grantee shall use, hold and maintain State Confidential Information in compliance with any and all applicable laws and regulations in facilities located within the United States, and shall maintain a secure environment that ensures confidentiality of all State Confidential Information wherever located. Grantee shall provide the State with access, subject to Grantee's reasonable security requirements, for purposes of inspecting and monitoring access and use of State Confidential Information and evaluating security control effectiveness. Upon the expiration or termination of this Grant, Grantee shall return State Records provided to Grantee or destroy such State Records and certify to the State that it has done so, as directed by the State. If Grantee is prevented by law or regulation from returning or destroying State Confidential Information, Grantee warrants it will guarantee the confidentiality of, and cease to use, such State Confidential Information.

D. Incident Notice and Remediation

If Grantee becomes aware of any Incident, it shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. After an Incident, Grantee shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the State at no additional cost to the State.

E. Safeguarding PII

If Grantee or any of its SubGrantees 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

Grantee shall not engage in any business or activities, or maintain any relationships that conflict in any way with the full performance of the obligations of Grantee under this Grant. Grantee acknowledges that, with respect to this Grant, even the appearance of a conflict of interest shall be harmful to the State's interests and absent the State's prior written approval, Grantee shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Grantee's obligations under this Grant. If a conflict or the appearance of a conflict arises, or if Grantee is uncertain whether a conflict or the appearance of a conflict has arisen, Grantee shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration.

10. INSURANCE

Grantee shall maintain at all times during the term of this Grant such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S. (the "GIA"). Grantee shall ensure that any SubGrantees maintain all insurance customary for the completion of the Work done by that SubGrantee and as required by the State or the GIA.

11. BREACH OF Agreement

In the event of a Breach of Agreement, the aggrieved Party shall give written notice of breach to the other Party. If the notified Party does not cure the Breach of Agreement, at its sole expense, within 30 days after the delivery of written notice, the Party may exercise any of the remedies as described in **§12** for that Party. Notwithstanding any provision of this Agreement to the contrary, the State, in its discretion, need not provide notice or a cure period and may immediately terminate this Agreement in whole or in part or institute any other remedy in this Agreement in order to protect the public interest of the State; or if 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. Failure of a crew to complete the Work described in Exhibit A in the crew time award allotted or as a result of termination in the public interest shall not constitute breach of this Agreement.

12. REMEDIES

A. State's Remedies

If Grantee is in breach under any provision of this Agreement and fails to cure such breach, the State, following the notice and cure period set forth in **§11,** shall have all of the remedies listed in this section in addition to all other remedies set forth in this Agreement or at law. The State may exercise any or all of the remedies available to it, in its discretion, concurrently or consecutively.

i. Termination for Breach

In the event of Grantee's uncured breach, the State may terminate this entire Agreement or any part of this Agreement. Grantee shall continue performance of this Agreement to the extent not terminated, if any

a. Obligations and Rights

To the extent specified in any termination notice, Grantee shall not incur further obligations or render further performance past the effective date of such notice, and shall terminate outstanding orders and subcontracts with third parties. However, Grantee shall complete and deliver to the State all Work not canceled by the termination notice, and may incur obligations as necessary to do so within this Agreement's terms. At the request of the State, Grantee shall assign to the State all of Grantee's rights, title, and interest in and to such terminated orders or subcontracts. Upon termination, Grantee shall take timely, reasonable and necessary action to protect and preserve property in the possession of Grantee but in which the State has an interest. At the State's request, Grantee shall return materials owned by the State in Grantee's possession at the time of any termination. Grantee shall deliver all completed Work Product and all Work Product that was in the process of completion to the State at the State's request

b. Payments

Notwithstanding anything to the contrary, the State shall only pay Grantee for accepted Work received as of the date of termination. If, after termination by the State, the State agrees that Grantee was not in breach or that Grantee's action or inaction was excusable, such termination shall be treated as a termination in the public interest, and the rights and obligations of the Parties shall be as if this Agreement had been terminated in the public interest under **§2.B**.

c. Damages and Withholding

Notwithstanding any other remedial action by the State, Grantee shall remain liable to the State for any damages sustained by the State in connection with any breach by Grantee, and the State may withhold payment to Grantee for the purpose of mitigating the State's damages until such time as the exact amount of damages due to the State from Grantee is determined. The State may withhold any amount that may be due Grantee as the State deems necessary to protect the State against loss including, without limitation, loss as a result of outstanding liens and excess costs incurred by the State in procuring from third parties replacement Work as cover

ii. Remedies Not Involving Termination

The State, in its discretion, may exercise one or more of the following additional remedies:

a. Suspend Performance

Suspend Grantee's performance with respect to all or any portion of the Work pending corrective action as specified by the State without entitling Grantee to an adjustment in price or cost or an adjustment in the performance schedule. Grantee shall promptly cease performing Work and incurring costs in accordance with the State's directive, and the State shall not be liable for costs incurred by Grantee after the suspension of performance.

b. Withhold Payment

Withhold payment to Grantee until Grantee corrects its Work.

c. Deny Payment

Deny payment for Work not performed, or that due to Grantee's actions or inactions, cannot be performed or if they were performed are reasonably of no value to the state; provided, that any denial of payment shall be equal to the value of the obligations not performed.

d. Removal

Demand immediate removal of any of Grantee's employees, agents, or SubGrantees from the Work whom the State deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable or whose continued relation to this Agreement is deemed by the State to be contrary to the public interest or the State's best interest

e. Intellectual Property

If any Work infringes, or if the State in its sole discretion determines that any Work is likely to infringe, a patent, copyright, trademark, trade secret or other intellectual property right, Grantee shall, as approved by the State **(i)** secure that right to use such Work for the State and Grantee; **(ii)** replace the Work with noninfringing Work or modify the Work so that it becomes noninfringing; or, **(iii)** remove any infringing Work and refund the amount paid for such Work to the State

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. Failure of a crew to complete the entire scope of Work described in Exhibit A in the crew time allotted by this Agreement shall not constitute a breach of this Agreement by the State.

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 10 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 §24-102-202(3), C.R.S. for resolution in accordance with the provisions of §§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, under the Resolution Statutes before Grantee pursues any further action as permitted by such statutes. Except as otherwise stated in this Section, all requirements of the Resolution Statutes shall apply including, without limitation, time limitations.

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

15. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION

A. Work Product

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. Whether or not Grantee is under Agreement 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. To the extent that Work Product would fall under the definition of "works made for hire" under 17 U.S.C.S. §101, the Parties intend the Work Product to be a work made for hire

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 the 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 the Agreement, whether incorporated in a Deliverable or necessary to use a Deliverable (collectively, "Grantee Property"). Grantee Property shall be licensed to the State as set forth in this Agreement or a State approved license agreement: **(i)** entered into as exhibits to this Agreement; **(ii)** obtained by the State from the applicable third-party vendor; or **(iii)** in the case of open source software, the license terms set forth in the applicable open source license agreement

16. STATEWIDE CONTRACT MANAGEMENT SYSTEM

If the maximum amount payable to Grantee under this Agreement is $100,000 or greater, either on the Effective Date or at any time thereafter, this **§16** 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 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 subcontract upon request by the State. All subcontracts entered into by Grantee in connection with this Agreement shall comply with all applicable federal and state laws and regulations, shall provide that they are governed by the laws of the State of Colorado, and shall be subject to all provisions of this Agreement

C. Binding Effect

Except as otherwise provided in **§17.A**, all provisions of this Agreement, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.

D. Authority

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

E. Captions and References

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

F. Counterparts

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

G. Entire Understanding

This Agreement represents the complete integration of all understandings between the Parties related to the Work, and all prior representations and understandings related to the Work, oral or written, are merged into this Agreement. Prior or contemporaneous additions, deletions, or other changes to this Agreement shall not have any force or effect whatsoever, unless embodied herein

H. Digital Signatures

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

I. Modifications

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. 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.

L. Survival of Certain Agreement Terms

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

M. Taxes

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

N. 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

O. 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

P. 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.

Q. Standard 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

R. 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 SubGrantees secure and maintain at all times during the term of their employment, agency or subcontract, all license, certifications, permits and other authorizations required to perform their obligations in relation to this Agreement.

BACKGROUND PAPER FOR PROPOSED ORDINANCE

COUNCIL MEETING DATE: August 8, 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 PARCELS 527306003 AND 527306004 FROM A-4, AGRICULTURAL FOUR ZONE DISTRCT TO I-2, INDUSTRIAL ZONE DISTRICT

SUMMARY:

The applicant is requesting to rezone two .9-acre parcels from A-4, Agricultural Four Zone District to I-2, Industrial Zone District.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

The subject properties are located in the West Side neighborhood and consist of two parcels bisected by an active railroad line. The parcels are currently undeveloped and are generally located north of West 12th Street, east of Jasper Street and west of Garnet Avenue. The neighborhood is characterized by a mixture of uses including industrial lands, some single-family homes, vacant properties, undeveloped prairie, and a landscaping business. These uses are set in a mixture of B-3, I-2, R-2 and A-4 zoned property. According to the Pueblo Comprehensive Plan, this property is designated Light Industry future Land Use Category. Light Industry is characterized by manufacturing, processing, and various other industrial uses. The applicant is proposing the rezoning to accommodate low level industrial uses or equipment storage in the future. The property immediately to the south already contains a roofing company and is zoned I-2. Commercial development of the property in the future may include onsite and offsite public improvements which will be handled during the commercial site plan review process depending on the scale of development.

FINANCIAL IMPLICATIONS:

There are no financial implications for the City.

BOARD/COMMISSION RECOMMENDATION:

The Planning and Zoning Commission, at their July 13, 2022 Regular Meeting, voted 6-0 to recommend approval, Commissioner Avalos absent.

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 July 13, 2022, Public Hearing
Planning and Zoning Commission Staff Report with Attachments and Exhibits

ORDINANCE NO. _____

AN ORDINANCE AMENDING ZONING RESTRICTIONS TO REZONE PARCELS 527306003 AND 527306004 FROM A-4, AGRICULTURAL FOUR ZONE DISTRCT TO I-2, INDUSTRIAL ZONE DISTRICT

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

SECTION 1.

The zoning restrictions covering the following described property, and in addition half of all adjacent dedicated roadway and alley rights-of-way, together generally identified in the attached Rezone Exhibit, is hereby changed from A-4, Agricultural Four Zone District to I-2, Industrial Zone District:

Lots 1-9 and 35-40, Block 22, West Side Addition, excluding track sold to USA, formerly #05273-06-001

Lots 15 to 30, Block 22 West Side Addition, excluding tract sold to USA, Formerly #05273-06-002

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



Rezoning Exhibit Z-22-10
Rezoning from A-4 to I-2
Parcels 527308004& 527308003
Legal Location: Lots 1-9 & 35-40, Blk 22, West Side Addition, ex track sold to USA
formerly #05273-06-001

N

0 45 90 180 270 Feet

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, July 13, 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, Cheryl Spinuzzi, Alexandra Aznar, Christopher Pasternak, Sarah Martinez, and Lisa Bailey.

Commissioners Absent: Patrick Avalos

Staff Members Present: Dan Kogovsek, City Attorney; Scott Hobson, Acting Director for Department of Planning and Community Development; Beritt Odom, Principal Planner; Bart Mikitowicz, Sr. Planner

APPROVAL OF THE JULY 13, 2022, AGENDA:

Bailey moved to approve the agenda with the following changes:

1. Move S-22-06, North Vista Filing No. 5 Subdivision to the August 10, 2022, Public Hearing.
2. Move CP-22-01, Pueblo Regional Comprehensive Plan to the last item on the July 13th agenda.
3. Move Z-22-05, Cottages at Park West Rezoning to the August 10, 2022, Public Hearing
4. Move S-22-03, Cottages at Park West, Subdivision to the August 10, 2022, Public Hearing.
5. Move SAP-22-01, Cottages at Park West, Special Area Plan to the August 10, 2022, Public Hearing.

Seconded by Aznar,

Motion carried 6-0, Avalos absent

PUBLIC HEARING AND ACTION

1. **Z-22-10 Rezone:** Parcels 527306003 & 527306004- Intersection of Jasper Street and 12th Street- legally described as Lots 1-9 and 35-40, Block 22, West Side Addition excluding track sold to USA from A-4, Agricultural Four to I-2, Industrial District.

   Staff report by Wade Broadhead, Sr. Planner, report given by Beritt Odom, Principal Planner

   BACKGROUND AND ANALYSIS:
   The subject property is located in the West Side neighborhood and consists of two parcels bisected by an active railroad line. The parcel is currently undeveloped and sits at the intersection of Jasper and 12th street just east of Pueblo Boulevard and 11th street. The neighborhood is characterized by a mixture of uses including industrial lands, some single-family homes, vacant properties, undeveloped prairie, and a landscaping business. These uses are set in a mixture of B-3, I-2, R-2, and A-4 zoned property.

   According to the Pueblo Comprehensive Comp Plan this property is designated Light Industry future Land Use Category. Light Industry is characterized by manufacturing, processing, and various other industrial uses. The applicant is proposing the rezoning to accommodate low level industrial uses or equipment storage in the future. The property immediately to the south already contains a roofing company and is zoned I-2. Commercial development of the property in the future may include onsite and offsite public improvements which will be handled during the commercial site plan review process depending on the scale of development. The northeast parcel in particular is adjacent to a platted but never fully constructed street. Adding buildings to that parcel may require extensive improvements.

   COMPREHENSIVE PLAN COMPLIANCE:
   The proposed rezoning request conforms with the Pueblo Regional Comprehensive Plan designation is Light Industry. The primary uses in Light Industry include research and development, manufacturing/processing, maintenance/repair shops, warehousing, and distribution. The *Light Industry* includes more intensive industrial uses that require larger sites and have a greater impact on surrounding areas, including outdoor storage and other on-site activities. The tentative plan for the site is industrial outdoor storage which is allowed in the Light Industry Future Land Use category. Zone District I-2 allows the proposed future uses, and the rezoning is consistent with the comprehensive plan designation.

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

   Castellucci asked about the parcel configuration of the rezoning request. Odom stated that the alley bisects the two separate parcels. Odom stated that it is likely that each of the parcels will most likely have to be subdivided prior to development because full street infrastructure is not present at either site.

Spinuzzi asked if the parcels may be used as is? Odom stated that it may be possible to institute an outdoor storage use without permanent structures and that would be more likely on the western parcel as Jasper runs adjacent.

HEARING: Melvin Ortiz, property owner testified in favor of the application.

No one testified in opposition.

MOTION: Bailey moved to approve. Seconded by Aznar.

Motion carried 6-0. Avalos absent.

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-22-10

TO:	City of Pueblo, Planning and Zoning Commission
FROM:	Wade Broadhead, Senior Planner
THROUGH:	Scott Hobson, Acting Director of Planning and Community Development
DATE:	July 13, 2022
SUBJECT:	Rezone from A-4, Agricultural Four to I-2, Industrial District
APPLICANT:	Melvin Ortiz
PROPERTY OWNER:	Same
LOCATION:	Parcels 527306003 and 527306004 Legal Description: Lots 1-9 and 35-40, Block 22, West Side Addition, excluding track sold to USA, formerly #05273-06-001 Generally located at the intersection of 12th Street and Jasper
CONCURRENT REQUESTS:	None

REQUEST:
The applicant is requesting to rezone two .9-acre parcels from A-4, Agricultural Four to I-2, Industrial District

BACKGROUND AND ANALYSIS:
The subject property is located in the West Side neighborhood and consists of two parcels bisected by an active railroad line. The parcel is currently undeveloped and sits at the intersection of Jasper and 12th street just east of Pueblo Boulevard and 11th street. The neighborhood is characterized by a mixture of uses including industrial lands, some single-family homes, vacant properties, undeveloped prairie, and a landscaping business. These uses are set in a mixture of B-3, I-2, R-2 and A-4 zoned property.

According to the Pueblo Comprehensive Comp Plan this property is designated Light Industry future Land Use Category. Light Industry is characterized by manufacturing, processing, and various other industrial uses. The applicant is proposing the rezoning to accommodate low level industrial uses or equipment storage in the future. The property immediately to the south already contains a roofing company and is zoned I-2. Commercial development of the property in the future may include onsite and offsite public improvements which will be handled during the commercial site plan review process depending on the scale of development. The northeast parcel in particular is adjacent to a platted but never fully constructed street. Adding buildings to that parcel may require extensive improvements.

PLANNING AND COMMUNITY DEVELOPMENT COMMENTS

CHARACTER AND COMPATIBILITY:

- **Site Character:**
  The project is in a mixed neighborhood setting with single family residences, vacant homes and lots, landscaping businesses, and a roofing company.

- **Neighborhood Compatibility:**

North	A-4, undeveloped land and one residence with livestock
East	I-2, undeveloped land and one residence
South	I-2, undeveloped land and one roofing company business
West	A-4/B-3/I-2- vacant and occupied homes, landscaping business, undeveloped parcels

- **Comprehensive Plan Compliance:**
  The proposed rezoning request conforms with the Pueblo Regional Comprehensive Plan designation is Light Industry. The primary uses in Light Industry include research and development, manufacturing/processing, maintenance/repair shops, warehousing, and distribution. The *Light Industry* includes more intensive industrial uses that require larger sites and have a greater impact on surrounding areas, including outdoor storage and other on-site activities. The tentative plan for the site is industrial outdoor storage which is allowed in the Light Industry Future Land Use category. Zone District I-2 allows the proposed future uses and the rezoning is consistent with the comprehensive plan designation.

ABILITY TO COMPLY WITH THE PROPOSED ZONE DISTRICT:

- Minimum lot size and area:
  - The I-2 Zone District requires a minimum of 10,000 square foot of lot area, with a minimum of 50-foot-wide street frontage.
  - Each parcel is approximately .9 acres and they have a lot width of over 50 feet on Jasper and 12th 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 I-2 Zone District allows a maximum lot coverage of 100% but there is no existing or proposed building at the time of this application.
  - 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(3), I-2 Performance Standards Regulations:
  - Additional performance standards will be reviewed at the time of commercial site plan request.

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 industrial storage.**

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

- ❑ Comments **A site plan has not been provided.**

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

- ❑ Comments **The applicant has not outlined a timeline.**

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 does not have a specific plan yet for the redevelopment of the property.**

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

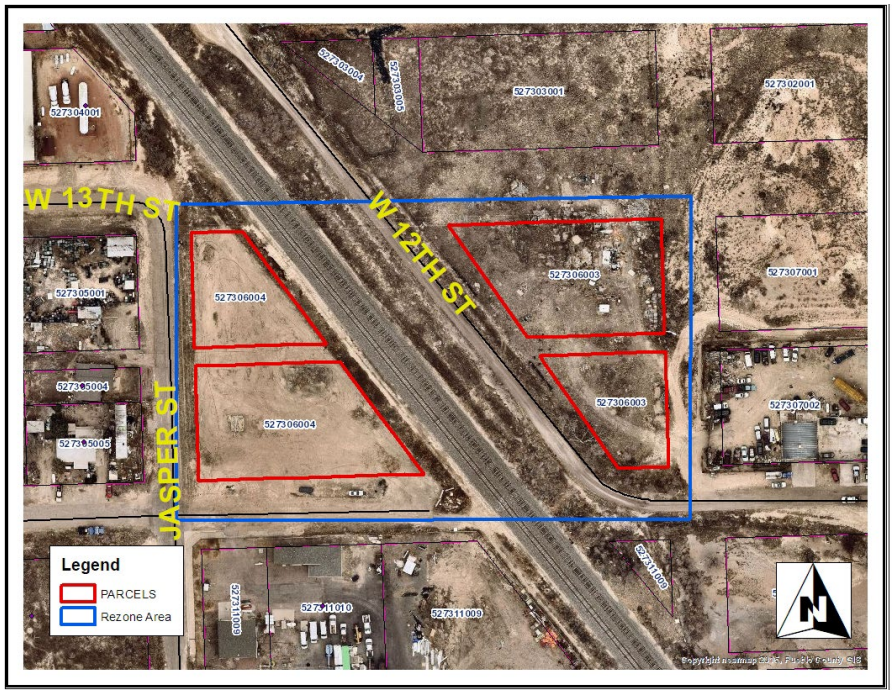
RECOMMENDED ACTION:

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

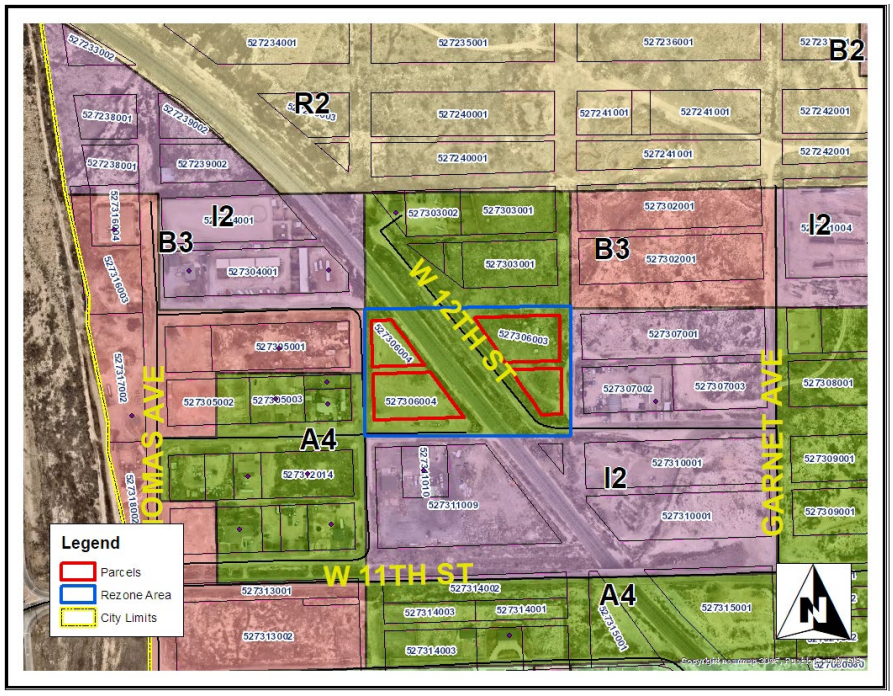
ATTACHMENTS:

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

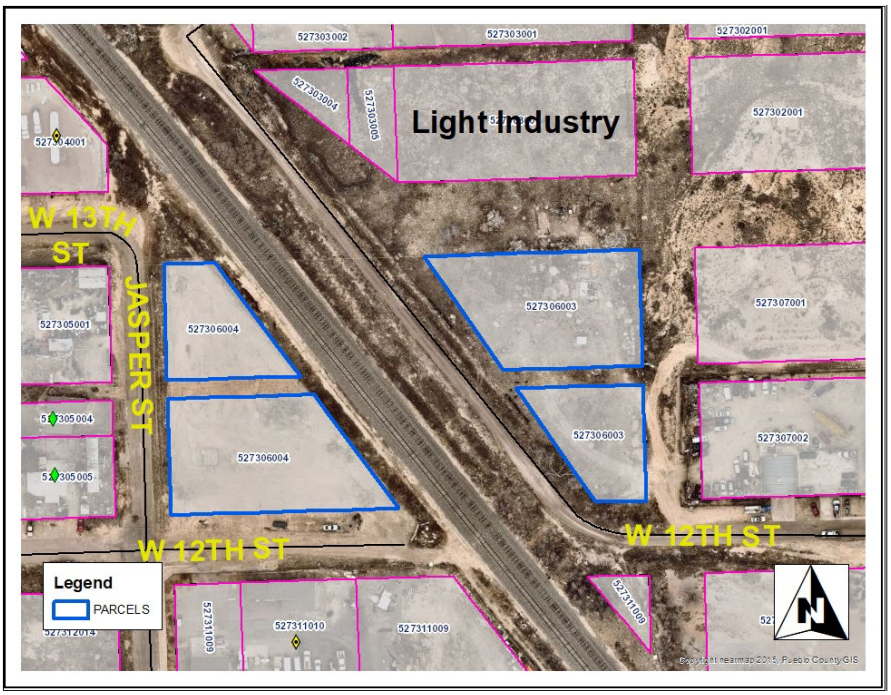
ATTACHMENTS:



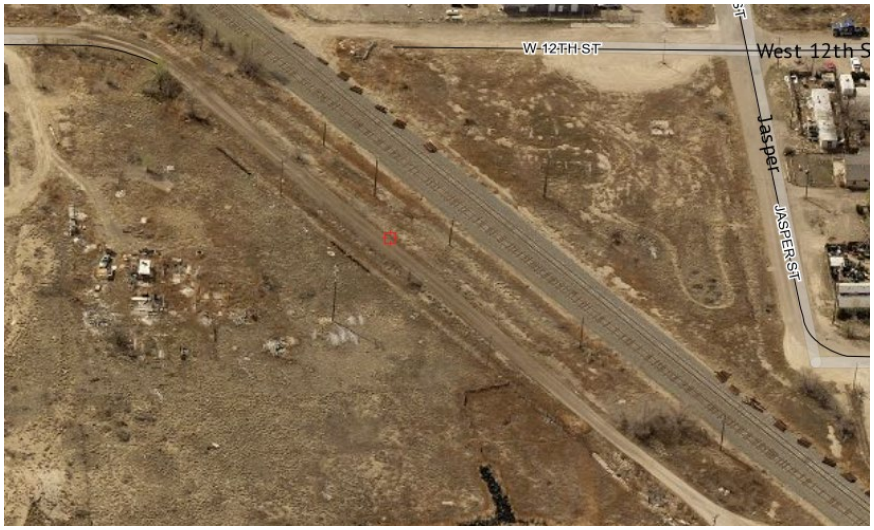
A. Aerial Photograph



B. Zoning Map



C. Comprehensive Plan Map



D. Pictometry view of the property



E. Site Photographs: Looking South across 13th street



E. Site Photographs: View looking at the eastern parcel on the slope.

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: Melvin Ortiz	
Company:	
Address: 3900 Azalea St.	Zip: 81005
Phone: (719) 564-7425	Email: grammieda@yahoo.com
Applicant	
Name: Melvin Ortiz	
Company:	
Address: 3900 Azalea St.	Zip: 81005
Phone: (719) 564-7425	Email: grammieda@yahoo.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:
(address or general description)

Parcel# 5273060003 + 5273060004

Legal Description: Lots 1-9 + 35 Thru 40 BLK 22 West Side Add EXC TR SOLD TO USA #696497 Formerly #05273-06-001

Subdivision: Acreage:

Existing Zone District:	**Proposed Zone District:**
A-4	I-2

Purpose of this Application:

- [x] To permit development of the property not allowed under the existing zone district.
- [ ] To provide proper zone district in conjunction with the subdivision plan for the area.
- [ ] In conjunction with the Annexation petition to annex the property in a use different than the existing Pueblo County Zoning.
- [ ] Other (specify):_____

(Continued from previous page)

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

Rezone from A-4 to I-2 to conform to Comprehensive Plan Light Industrial. This will allow a use not authorized in a A-4

Description of area surrounding proposed development:

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.

To allow an industrial storage yard on site. Zims Towing is located to the east.

- [ ] 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.

Rezone to encourage redevelopment

- [ ] 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	

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

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:	Melvin Ortiz	
Signature:	Melvin Ortiz	Date: May 4, 2022
Applicant, if different from Property Owner		
Print Name:	Melvin Ortiz	
Signature:		Date: May 4, 2022

Parcel # 527306004

Lots 15 to 30 INC EXC TR SOLD TO USA # 696497
BLK 22 West Side ADD FORMERLY # 05273-06-002


Rezoning Exhibit Z-22-10
Rezoning from A-4 to I-2
Parcels 527308004&
527308003
Legal Location: Lots 1-9
& 35-40, Blk 22,
West Side Addition, ex track
sold to USA
formerly #05273-06-001
N
Feet
0 45 90 180 270
Rezoning from A-4 to I-2
Rezoning from A-4 to I-2
W 13TH ST
W 12TH ST
JASPER ST
527303003
527303002
527303001
527302001
527304001
527303004
527303005
527306004
527306003
527305001
527305004
527305005
527305003
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527311010
527311009
527310001
527314002
527314003
527314001
527313002
527314004
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June 28, 2022

This is to inform you that the City Planning and Zoning Commission will hold a public hearing on a request by **Melvin Ortiz** for approval of the following application:

Z-22-10 Parcels 527306003 & 527306004: Rezone two one-acre parcels legally described as lots 1-9 and 35 – 40, Block 22, West Side Addition excluding track sold to USA from A-4, Agricultural Four to I-2, Industrial District.

The Planning and Zoning Commission meeting will be held July 13, 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
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-22-10

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 parcels 527306003 and 527306004 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.

6-27-22
_____
(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 parcels 527306003 and 527306004, upon which action is pending as set forth in the Code of Ordinances, Section 17-6-2.

6-27-22
_____
(Date)

PUEBLO PLANNING & ZONING COMMISSION

By Karen Elgin

Owner	OwnerStree	OwnerCity	Own	OwnerZip
MURPHY FRANK JAMES	1110 CROWLEY RD	ARLINGTON	TX	76012-2701
DK PROPERTIES LLC	1251 JASPER ST	PUEBLO	CO	81003-3941
WARD MICHAEL P	2017 JONES AVE	PUEBLO	CO	81004-2717
PRATT DENNIS SR	2101 HOG FARM RD	PUEBLO	CO	81005-9623
RODEWALD FAMILY TRUST	211 VERCELLI DR	PUEBLO	CO	81005-1142
PUEBLO COUNTY	215 W 10TH ST	PUEBLO	CO	81003-2945
VILLALOBOS CORRAL URIEL	2221 NEWPORT AVE	PUEBLO	CO	81003-3811
FLOYD ROSA L/FLOYD CARLTON J/FLO	22457 E POLK DR	AURORA	CO	80016-7005
C + L TURNER PROPERTIES LLC + JASPER	3202 W 10TH ST	PUEBLO	CO	81003-3963
GINTHER JAMES B	3205 W 12TH ST	PUEBLO	CO	81003-3930
NUNNERY BERNIS LEE	3225 W 11TH ST	PUEBLO	CO	81003-3955
ORTIZ MELVIN	3900 AZALEA ST	PUEBLO	CO	81005-3012
DREILING CYNTHIA A	630 S CAMROSE DR	PUEBLO WEST	CO	81007-1527
MARTIN FRANCK	6809 TIGER WALK	LITTLETON	CO	81024-9586
FLICK JAY E	PO BOX 62	PORT ISABEL	TX	78578-0062

BACKGROUND PAPER FOR PROPOSED ORDINANCE

COUNCIL MEETING DATE: August 8, 2022

TO: President Heather Graham and Members of City Council

CC: Nicholas Gradisar, Mayor

VIA: Marisa Stoller, City Clerk

FROM: Scott Hobson, Acting Director of Planning and Community Development

SUBJECT: AN ORDINANCE AMENDING CHAPTER 1 OF TITLE X AND CHAPTER 1 OF TITLE XV OF THE PUEBLO MUNICIPAL CODE WITH REGARDS TO ELECTRIC BICYCLES, ELECTRIC SCOOTERS, AND OTHER ELECTRIC DEVICES

SUMMARY:

Attached for consideration is a Text Amendment that will amend Chapter 1 of Title X and Chapter 1 of Title XV of the Pueblo Municipal Code. These amendments relate to the operation and speed of electric bicycles ("e-bikes") and electric scooters ("e-scooters").

PREVIOUS COUNCIL ACTION:

Not applicable to this Ordinance.

BACKGROUND:

Currently, Title X of the Pueblo Municipal Code does not allow for e-bikes, e-scooters, and other electric devices to be operated on paths and trails that are established for bicycle and pedestrian uses. With the increase in the popularity of these types of electrically assisted transportation devices, an Ordinance is being proposed that addresses the types of electric devices that would be allowed on paths and trails, set a maximum speed limit of 20 miles per hour for their use and designate the locations on the paths and trails where the electric devices are allowed. This proposed Ordinance would change Chapter 1 of Title X and Chapter 1 of Title XV of the Pueblo Municipal Code to permit Class 1 and Class 2 e-bikes, e-scooters, and other electric devices to be operated on bike and pedestrian trails and paths. The operation of Class 3 e-bikes would be prohibited and unlawful because of the high speed of 28 mph or more at which they can operate. City Staff has researched municipal codes for the City of Fort Collins, City of Durango and City of Grand Junction and determined that these cities have amended their code to allow these modes of transportation.

FINANCIAL IMPLICATIONS:

There are no financial implications for the City.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

If the code is not amended in accordance with this Ordinance, City paths and trails will remain closed to electric bikes and scooters.

RECOMMENDATION:

Staff recommends approval of this Ordinance.

Attachments:
Proposed Ordinance

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 1 OF TITLE X AND CHAPTER 1 OF TITLE XV OF THE PUEBLO MUNICIPAL CODE WITH REGARDS TO ELECTRIC BICYCLES, ELECTRIC SCOOTERS, AND OTHER ELECTRIC DEVICES

BE IT ORDAINED BY THE CITY COUNCIL OF PUEBLO, that: (brackets indicate matter being deleted, underscoring indicates new matter being added)

SECTION 1.

Section 10-1-13 of the Pueblo Municipal Code is hereby amended to read as follows:

Sec. 10-1-13. - Unlawful acts.

(a) In any park or park property within or outside the City, it shall be unlawful for any person to commit any one (1) or more of the following acts **or otherwise violate the following provisions**:

(1) To permit any dog or other animal to run at large. **"**At large**"** shall mean not under control of the owner or person in charge of the animal, whether by leash, bridle, halter, yoke or other physical means of restraint.

(2) To hitch any horse or other animal to any tree, shrub, fence or other structure**,** except such as are provided for such purpose.

(3) To drive or permit any **[**velocipede,**]** bicycle, tricycle, **electrical assisted bicycle, scooter, electrical assisted scooter, segway, [**wheelbarrow,**]** handcart**,** or other **human powered** vehicle **[**or any horse or other animal to be driven**]** on **[**foot-walks, paths, trails, sidewalks,**]** grass plats or planting places **[**, except that horses shall not be excluded from bridle paths and trails specifically designated for horse riding by appropriate sign**]**. **A person may drive or permit any bicycle, tricycle, electrical assisted bicycle, scooter, electrical assisted scooter, handcart, or other human powered vehicle on sidewalks, foot-walks, paths, and trails. Horses or other animals may only be ridden on foot-walks, paths, trails, sidewalks, and bridle paths specifically designated for horse riding by appropriate sign, but may not be ridden on grass plats or planting places. Vehicles shall not be driven**

or permitted anywhere the City has posted a sign prohibiting the use thereof.

…

SECTION 2.

Section 10-1-16 of the Pueblo Municipal Code is hereby amended to read as follows:

Sec. 10-1-16. - Motorized vehicles prohibited in certain areas.

(a) As used in this Section, the term motorized vehicle shall mean any self-propelled device capable of transporting persons or property, **including but not limited to electric and gas vehicles,** except that such term shall not include motorized wheelchairs **or mobility assisting devices** used by persons with mobility handicaps.

(b) Except as otherwise provided in Subsection (c) of this Section, it shall be unlawful for any motorized vehicle to be driven or operated in any City-owned park or recreation area or upon any area designated or posted as part of the river trail or bike path system within the City unless the operator has first obtained a permit for operation from the Director.

(c) This Section shall not apply to the operation of a motor vehicle upon any designated street or highway which passes through a City-owned park or recreation area and upon which the operation of motorized vehicles is not expressly prohibited by posted signs or by the provisions of this Chapter or any other ordinance of the City.

(d) It is lawful for electrical assisted bicycles, electrical assisted scooters, segways, or other human powered vehicles to be driven or operated in any City-owned park or recreation area or upon any area designated or posted as part of the river trail or bike path system in accordance with Pueblo Municipal Code Section 10-1-13(a)(3).

(e) It is unlawful for persons operating electrical assisted bicycles, electrical assisted scooters, segways, or other human powered vehicles to exceed twenty (20) miles per hour or any posted speed limits in any City-owned park or recreation area or upon any area designated or posted as part of the river trail or bike path system.

(f) It shall be unlawful for any Class 3 electrical assisted bicycle, as defined

by the 2020 Model Traffic Code incorporated by Pueblo Municipal Code Section 15-1-1, to be driven or operated in any City-owned park or recreation area or upon any area designated or posted as part of river trail or bike path system within the City unless the operator has first obtained a permit for operation from the Director. For the avoidance of doubt, a "Class 3 electrical assisted bicycle" means an electrical assisted bicycle equipped with a motor that provides assistance only when the rider is pedaling and that ceases to provide assistance when the bicycle reaches a speed of twenty-eight (28) miles per hour.

SECTION 3.

Section 15-1-10 of the Pueblo Municipal Code is hereby amended to read as follows:

Sec. 15-1-10. - Motorized vehicles in certain areas.

(a) As used in this Section, the term motorized vehicle shall mean any self-propelled device capable of transporting persons or property, **including but not limited to electric and gas vehicles,** except that such term shall not include motorized wheelchairs **or mobility assisting devices** used by persons with mobility handicaps.

(b) Except as otherwise provided in Subsection (c) of this Section, it shall be unlawful for any motorized vehicle to be driven or operated in any City-owned park or recreation area or upon any area designated or posted as part of river trail or bike path system within the City unless the operator has first obtained a permit for operation from the Director.

(c) This Section shall not apply to the operation of a motor vehicle upon any designated street or highway which passes through a City-owned park or recreation area and upon which the operation of motorized vehicles is not expressly prohibited by posted signs or by the provisions of this or any other ordinance of the City.

(d) It is lawful for electrical assisted bicycles, electrical assisted scooters, segways, or other human powered vehicles to be driven or operated in any City-owned park or recreation area or upon any area designated or posted as part of the river trail or bike path system in accordance with

Pueblo Municipal Code Section 10-1-13(a)(3).

(e) It is unlawful for persons operating electrical assisted bicycles, electrical assisted scooters, segways, or other human powered vehicles to exceed twenty (20) miles per hour or any posted speed limits in any City-owned park or recreation area or upon any area designated or posted as part of the river trail or bike path system.

(f) It shall be unlawful for any Class 3 electrical assisted bicycle, as defined by the 2020 Model Traffic Code incorporated by Pueblo Municipal Code Section 15-1-1, to be driven or operated in any City-owned park or recreation area or upon any area designated or posted as part of river trail or bike path system within the City unless the operator has first obtained a permit for operation from the Director. For the avoidance of doubt, a "Class 3 electrical assisted bicycle" means an electrical assisted bicycle equipped with a motor that provides assistance only when the rider is pedaling and that ceases to provide assistance when the bicycle reaches a speed of twenty-eight (28) miles per hour.

SECTION 4.

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

SECTION 5.

This Ordinance shall become effective thirty (30) days after 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: August 8, 2022

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Chris Noeller, Chief of Police

SUBJECT: AN ORDINANCE APPROVING AND ACCEPTING AN AGREEMENT BETWEEN THE CITY OF PUEBLO AND THE U.S. DEPARTMENT OF JUSTICE, BUREAU OF ALCOHOL, TOBACCO, AND FIREARMS, REGARDING REIMBURSEMENT OF POLICE PERSONNEL OVERTIME AND OTHER EXPENSES ACCRUED WHILE WORKING JOINT OPERATIONS

SUMMARY:

U.S. Department of Justice, Bureau of Alcohol, Tobacco, and Firearms has provided an agreement to the Pueblo Police Department to reimburse overtime and other associated expenses by police personnel pertaining to joint operations

PREVIOUS COUNCIL ACTION:

On October 25, 2021 in Ordinance No. 10030, City Council approved a Memorandum of Understanding with ATF continuing the Violent Crime/NIBIN Task Force through September 30, 2026.

BACKGROUND:

ATF and the Pueblo Police Department has a long-standing Task Force with the mission of, proactively and reactively, targeting Armed Violent Offenders and NIBIN investigations which focus on intelligence-led policing techniques and target those responsible for committing violent crime in Pueblo, Colorado. Additionally, PPD TFOs assist ATF with violent crime investigations outside the Pueblo, Colorado area when necessary.

Since the establishment of this Task Force, the Pueblo Police Department has dedicated two officers to the Task Force. The Task Force has investigated hundreds of cases involving the illegal use of firearms, explosives, and violent crime resulting in successful State and Federal prosecutions.

FINANCIAL IMPLICATIONS:

Participation in the reimbursement program and approval of the Agreement will significantly decrease the overtime costs and other expenses the Police Department must pay from its regular budget which result from PPD personnel working joint operations.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

There is no stakeholder process required for this grant.

ALTERNATIVES:

The alternative is to refuse the Agreement leaving the City of Pueblo responsible for all costs associated with conducting joint operations.

RECOMMENDATION:

Approval of the Ordinance.

Attachments:
Memorandum of Agreement between the City of Pueblo and U.S. Department of Justice, Bureau of Alcohol, Tobacco, and Firearms

ORDINANCE NO. _____

AN ORDINANCE APPROVING AND ACCEPTING AN AGREEMENT BETWEEN THE CITY OF PUEBLO AND THE U.S. DEPARTMENT OF JUSTICE, BUREAU OF ALCOHOL, TOBACCO, AND FIREARMS, REGARDING REIMBURSEMENT OF POLICE PERSONNEL OVERTIME AND OTHER EXPENSES ACCRUED WHILE WORKING JOINT OPERATIONS

WHEREAS, the City Council of Pueblo has the authority on behalf of the City of Pueblo, including its Police Department, to accept an Agreement with the U.S. Department of Justice, Bureau of Alcohol, Tobacco, and Firearms ("ATF"); and

WHEREAS, the Agreement will provide reimbursement for police overtime and other expenses related to joint operations with ATF; and

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

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

SECTION 1.

The Agreement between the City on Pueblo on behalf of the Pueblo Police Department and the U.S. Department of Justice, Bureau of Alcohol, Tobacco, and Firearms to reimburse overtime and other associated expenses by police personnel pertaining to joint operations, a copy of which is attached hereto, having been approved by the City Attorney, is hereby approved.

SECTION 2.

The Mayor is hereby authorized to execute the Agreement on behalf of the City of Pueblo, 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 this Ordinance and the attached Agreement to implement the transactions 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

U.S. Department of Justice

Bureau of Alcohol, Tobacco,
Firearms and Explosives

Washington, DC 20226
www.atf.gov

MEMORANDUM OF AGREEMENT

Between the
Bureau of Alcohol, Tobacco, Firearms and Explosives
and
Pueblo Police Department
for
Reimbursement of Overtime Salary Costs
associated with
ATF TASK FORCE

****

This Memorandum of Agreement (MOA) is entered into by the Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF), headquartered in Washington, D.C., and the City of Pueblo, a Colorado Municipal Corporation, on behalf of the Pueblo Police Department ("City" or "Pueblo Police Department"), headquartered in Pueblo, CO for the purpose of reimbursement of overtime salary costs and other costs, with prior ATF approval, including but not limited to travel, fuel, training, and equipment, incurred by the Pueblo Police Department in providing resources to assist ATF.

Payments may be made to the extent they are included in ATF's Fiscal Year Plan and the monies are available to satisfy the request(s) for reimbursable overtime expenses.

I. DURATION OF THIS MEMORANDUM OF AGREEMENT

This MOA is effective on October 1, 2022, with the signatures of all Parties and terminates at the close of business on September 30, 2027, subject to Section VII of the MOA.

II. AUTHORITY

This MOA is established pursuant to the following provisions:

1. Title 28, U.S.C., Section 524(c), the Department of Justice, Assets Forfeiture Fund, which provides for the payment of overtime salaries, travel, fuel, training, equipment and other similar costs of State and local law enforcement officers that are incurred in a

joint asset forfeiture law enforcement operation with a Federal law enforcement agency participating in the Assets Forfeiture Fund initiative.

2. Departments of Commerce, Justice, and State, the Judiciary, and Related Agencies Appropriations Bill, which provides for the reimbursement of overtime salary costs of local, county, or State law enforcement agencies incurred while assisting ATF in joint law enforcement operations.

3. Title 28, U.S.C., Section 530C, which provides that the activities of the Department of Justice (including any bureau, office, etc.) may be carried out through any means, including through contracts, grants, or cooperative agreements with non-Federal parties.

This Memorandum of Agreement (MOA) is not a funding allocation document.

III. PURPOSE OF THIS MEMORANDUM OF AGREEMENT

This MOA establishes the procedures and responsibilities of both the Pueblo Police Department and ATF for the reimbursement of certain overtime and other pre-approved expenses incurred pursuant to the authority in Section II.

IV. NAME OF JOINT OPERATION/TASK FORCE (if applicable)

The name of this joint operation/task force: ATF TASK FORCE

V. CONDITIONS AND PROCEDURES

A. The Pueblo Police Department shall assign officer(s) to assist ATF in investigations of Federal, state, and local laws. To the maximum extent possible, the officer(s) will be assigned on a dedicated, rather than rotational basis. The Pueblo Police Department shall provide ATF with the name(s), title(s), and employee identification number(s) of the officer(s) assigned to the investigation.

B. The Pueblo Police Department shall provide ATF, within ten (10) calendar days of the signing of this MOA, with a contact name, title, telephone number and address. The Pueblo Police Department shall also provide the name of the official responsible for providing audit information under paragraph VI of this MOA, and the name of the official authorized to submit an invoice to ATF under paragraph V, subparagraph E.

C. The Pueblo Police Department shall provide ATF, within ten (10) calendar days of the signing of this agreement, with the financial institution where the law enforcement agency wants the Electronic Funds Transfer (EFT) payment deposited for reimbursement. The mechanism for this is the Unified Financial Management System (UFMS) Vendor Request Form. Within the UFMS Vendor Request form,

the DUNS Number should be provided (DUNS – Data Universal Numbering System, identifies business entities on a location-specific basis) under section 12. When completed, forward this form to the appropriate ATF field office address:

ATF, ATTN: RAC Brandon Garcia, 5755 Mark Dabling Boulevard, Suite 350, Colorado Springs, CO 80919

D. The Pueblo Police Department may request reimbursement for payment of overtime expenses and other costs with prior ATF approval, including but not limited to travel, fuel, training, and equipment, directly related to work performed by its officer(s) assigned as members of a joint operation/task force with ATF for the purpose of conducting an official investigation.

E. Invoices submitted to ATF for the payment of expenses must be submitted on the appropriate forms as provided by ATF. The invoice shall be signed by an authorized representative of the Pueblo Police Department and submitted to ATF field office for signature and verification of the invoice.

F. The Pueblo Police Department will submit all requests for reimbursable payments, together with the appropriate documentation, to ATF by the 10th day of each subsequent month that the agency is seeking reimbursement.

(1) If the reimbursement request is not received by the ATF field office by the 10th of the subsequent month, the ATF field office will advise the agency, in writing, that the reimbursement request is late, and if the reimbursement request is not received within the next 10 working days, the overtime costs will not be reimbursed.

(2) No waivers or extensions will be granted or honored. The Pueblo Police Department will submit the request for reimbursement via mail, email, or fax to the following address:

ATF, ATTN: RAC Brandon Garcia, 5755 Mark Dabling Boulevard, Suite 350, Colorado Springs, CO 80919, Brandon.Garcia@atf.gov

G. The ATF Supervisor shall be responsible for certifying that the request is for overtime expenses incurred by the Pueblo Police Department for participation with ATF during the joint operation/task force. The responsible State or local official shall also certify that requests for reimbursement of expenses have not been made to other Federal law enforcement agencies.

H. The Pueblo Police Department acknowledges that they remain fully responsible for their obligations as the employer of the officer(s) assigned to the joint operation/task force and are responsible for the payment of the overtime earnings, withholdings, insurance coverage, and all other requirements by law, regulations,

ordinance or contract regardless of the reimbursable overtime charges incurred.

I. All reimbursable hours of overtime work covered under this MOA must be approved in advance by the ATF supervisor.

J. All sworn State, county and local law enforcement officers cannot exceed the fiscal year reimbursement cap, which is the equivalent of 25 percent of a GS-12, Step-1 salary. Sworn law enforcement officers in the State, county or local law enforcement agency assigned to cover when a TFO/Special Deputy or other sworn law enforcement officer, has been called away on an ATF matter, shall not be reimbursed with SLOT funds.

K. Any Sworn State, county and local law enforcement officer receiving funding from multiple sources, such as Organized Crime Drug Enforcement Task Force (OCDETF) or High Intensity Drug Trafficking Area (HIDTA), cannot exceed the fiscal year salary cap when all funding is combined; it is the RAC/GS's responsibility to ensure that the officer does not receive double funding in excess of the fiscal year cap.

L. The ATF supervisor will forward all approved reimbursement requests to the Division Chief, Asset Forfeiture & Seized Property Division for payment.

M. **This document (MOA) does not obligate funds.** Funding authority, with maximum reimbursement costs to any one law enforcement officer during the fiscal year (October 1 – September 30); will be provided through other documents. The agency will receive an allocation confirmation from the field division.

If available, the funding for fiscal years 2023, 2024, 2025, 2026 and 2027 is contingent upon annual appropriation laws, Title 28, U.S.C., Section 524(c), annual appropriations, and Title 31, U.S.C., Section 332.

If available, funding allocations for reimbursement of expenses will be transmitted through a separate document.

VI. PROGRAM AUDIT

This MOA and its procedures are subject to audit by ATF, the Department of Justice, Office of Inspector General, the Government Accountability Office, and other auditors authorized by the Federal government. The Pueblo Police Department agrees to permit such audits and agrees to maintain all records relating to these transactions for a period of not less than three years; and in the event of an on-going audit, until such time as the audit is completed.

These audits include reviews of any and all records, documents, reports, accounts, invoices, receipts, or expenditures relating to this agreement; as well as the interview of

any and all personnel involved in these transactions.

VII. REVISIONS

The terms of this MOA may be amended upon written approval by the original parties, or their designated representatives. Any amendment to this MOA becomes effective upon the date of approval as stated in the amendment. Either party can cancel this MOA upon 60-calendar day's written notice to the other party. The ATF will only process requests for overtime incurred before the date of cancellation, absent a specific written agreement to the contrary.

VIII. NO PRIVATE RIGHT CREATED

This is an internal Government agreement between ATF and the Pueblo Police Department. Nothing in this Agreement 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.

IX. LIMITATIONS

A. The relationship between the Parties to this Agreement is and shall remain that of independent departments and agencies. Nothing herein shall be construed to imply either Party's employees are employees of the other.

B. A determination that any term of this MOA is invalid for any reason shall not affect The validity of the remaining terms.

C. The obligations in this MOA are subject to the availability of the necessary resources to the Parties. No provision of this MOA shall be interpreted to require obligation or payment of funds in violation of the Anti-deficiency Act, 31 U.S.C. Section 1341, Colorado TABOR, Article X, § 20 of the Colorado Constitution, or other applicable laws.

D. Each Party shall assume the responsibility and liability for the acts and omissions of its own employees or agents in connection with the performance of their obligations under this Agreement that are executed within the scope of their employment, including claims for injury, loss or damage to personal property or death, except in the case of the federal Government, liability shall be determined pursuant to the Federal Tort Claim Act (FTCA – 28 U.S.C. Section 1346).

E. The mutual covenants and terms, and any applicable MOUs, represent the entire Agreement and understanding of the Parties with respect to the subject matter hereof, and supersede all prior and contemporaneous agreements and

understandings relative to such subject matters. No representations or statements of any kind made by either Party, which are not expressly stated herein, shall be binding on such Party.

F. Failure or delay on the part of any Party to exercise any right, remedy, power or privilege hereunder shall not operate as a waiver thereof. A waiver, to be effective, must be in writing and signed by the Party making the waiver. A written waiver of a default shall not operate as a waiver of any other default or of the same type default on a future occasion.

G. The terms and provisions in this Agreement shall be construed under the Applicable federal statutes and regulations.

X. SIGNATURES AND ACKNOWLEDGEMENT

A. By subscription of their signatures below, the Parties represent and warrantthat they are duly authorized to enter into this MOA on behalf of ATF and Pueblo Police Department.

B. By subscription of their signatures below, the Parties acknowledge that they have read, understand, and intend to abide by the terms of this MOA.

_____

Nicholas Gradisar
Mayor
City of Pueblo

Date: _____

Digitally signed by DAVID BOOTH
Date: 2022.05.03 13:50:21 -06'00'

_____

David S. Booth
Special Agent in Charge
Denver Field Division
ATF

Date: _____

IHOR KOLCIO Digitally signed by IHOR KOLCIO
Date: 2022.05.03 11:05:14 -04'00'

_____

Eric Lippold
Deputy Chief Financial Officer
Office of Management
ATF

Date _____

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: August 8, 2022

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Chris Noeller, Chief of Police

SUBJECT: AN ORDINANCE AMENDING TITLE XI OF THE PUEBLO MUNICIPAL CODE BY THE ADDITION OF A NEW CHAPTER 13 RELATING TO THE CREATION OF A COMMUNITY SERVICE OFFICER POSITON, AND ESTABLISHING AUTHORITY AND ENFORCEMENT POWERS IN ACCORDANCE THEREWITH

SUMMARY:

Attached for consideration is an amendment to the Pueblo Municipal Code adding a new Chapter 13 to Title XI relating to the creation of a Community Service Officer position within the Pueblo Police Department, and establishing the authority and enforcement powers of the position so that it may assist the Department with law enforcement and administrative tasks.

PREVIOUS COUNCIL ACTION:

There has been no previous City Council action with regards to this Ordinance.

BACKGROUND:

Other law enforcement agencies across the state have experienced considerable success through the civilianization of law enforcement duties traditionally performed by sworn officers by implementing Community Service Officer programs. Community Service Officers ("CSO's") are specially trained civilians able to assist with tasks, such as non-injury traffic accidents; abandoned vehicles and other traffic hazards; parking violations; found property; investigation and police report drafting for "cold" calls with no suspect information, such as low-level burglaries and thefts, criminal mischief, frauds and forgeries, nuisances and littering; supplements to reports and collection of evidence; and issuance of summonses and complaints to Municipal Court. By allowing CSO's to cover those responsibilities, the Department's sworn personnel assigned to the patrol division can allocate their time to higher priority calls for service, allowing the Department to operate more efficiently and better serve the needs of the public.

To prepare the CSO's for their role, they will attend an abbreviated version of the Department's training academy and field officer training program. Once released from the training program to full duty, the CSO's will work during the busiest time of the day (0800 to 2200) when the Department receives approximately 82% of its calls for service.

This program may also serve as a valuable recruitment tool and feeder program for the patrol division.

Portions of the animal control code have not been updated in several years, where some sections are the same as originally enacted in 1957. The amendments here are intended to update the code to address the needs and desires of the community while also preventing potential nuisances. The code will be further expanded to include most, if not all, animals and will include regulations thereto. New regulations will include: (i) the creation of a “potentially dangerous animal” charge, which is a lesser offense than “vicious animal” and provides additional avenues to address dangerous animals; (ii) a new class of license for “multiple animals” that is not specific to cats and dogs, and limits on the number of animals without such a license; (iii) clearer authority for the powers and roles of animal control officers; (iv) greater protections against the spread of rabies; (v) slightly increased fees to address the increased cost of impoundment and care; and (vi) additional crimes constituting “cruelty to animals.”

FINANCIAL IMPLICATIONS:

The program will begin with 4 full-time employees. Four additional full-time positions will be requested in 2023. Implementing the program and hiring new employees will result in hiring costs for background checks, psychological and polygraph testing; salary and benefit costs; equipment; and other incidental needs.

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 Pueblo Municipal Code will not be amended to reflect the proposed changes and the Pueblo Police Department will not be able to implement its new Community Service Officer program.

RECOMMENDATION:

The Pueblo Police Department recommends approval of this Ordinance.

Attachments:

ORDINANCE NO. _____

AN ORDINANCE AMENDING TITLE XI OF THE PUEBLO MUNICIPAL CODE BY THE ADDITION OF A NEW CHAPTER 13 RELATING TO THE CREATION OF A COMMUNITY SERVICE OFFICER POSITON, AND ESTABLISHING AUTHORITY AND ENFORCEMENT POWERS IN ACCORDANCE THEREWITH

WHEREAS, City Council is committed to protecting the health, safety, and welfare of the public; and

WHEREAS, The Pueblo Police Department desires to create and staff a Community Service Officer program to assist the Department with law enforcement and administrative tasks; and

WHEREAS, The Pueblo Police Department will hire individuals and appoint them to the position of Community Service Officer, providing them with special training and authority so that as civilians they may assist with traditionally sworn duties; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY COUNCIL OF PUEBLO, that: (brackets indicate matter being deleted, underscoring indicates new matter being added)

SECTION 1.

Title XI of the Pueblo Municipal Code is hereby amended to add a new Chapter 13 to read as follows:

CHAPTER 13 – Community Service Officers

Sec. 11-13-1. - Community Service Officers.

The Chief of Police is authorized to designate and appoint Community Service Officers. Community Service Officers employed by the City and assigned to the Pueblo Police Department are appointed law enforcement officers of the City with the authority to issue a summons and complaint for a violation of the Pueblo Municipal Code or other City ordinances, as herein authorized. Community Service Officers shall act under the direction and supervision of the Chief of Police and shall be specifically trained with respect to the types of activities prohibited by and that constitute a violation of the Pueblo Municipal Code or City ordinance. Community Service Officers shall not be certified peace officers as defined in Article 2.5 of Title 16, C.R.S.

Sec. 11-13-2. - Authority and Enforcement of Laws.

(a) The Chief of Police shall issue a letter of appointment to Community Service Officers. Community Service Officers shall possess only those powers, privileges and duties as specified in the letter of appointment. Such powers, privileges and duties may include, but are not limited to:

(1) A Community Service Officer that has reasonable grounds to believe any provision of this Chapter 1 of Title XI or Chapters 1 or 2 of Title XV, as amended, is currently being or has been violated, may be authorized to issue and serve a summons and complaint to the person responsible, irrespective of having first issued a notice and order or order to cease and desist.

(2) A Community Service Officer that finds a vehicle, attended or unattended, standing upon any portion of a street or highway right-of-way within the City in such a manner as to constitute a violation of the Pueblo Traffic Code or other City ordinance, or in a municipal parking lot in violation of Sec. 15-2-14, may be authorized to cause the vehicle to be moved, seized, immobilized, impounded or towed to eliminate any such obstruction, in accordance with Title XV, Chapter 1 or 2 of the Pueblo Municipal Code, as amended.

(3) A Community Service Officer may be authorized direct all traffic by voice, hand or signal in conformance with state traffic laws and the traffic ordinances of the City, provided that, in the event of fire or other emergency or to expedite traffic or safeguard pedestrians, such officers may be authorized to direct traffic at the site of the emergency or in the immediate vicinity thereof as conditions may require notwithstanding the provisions of the state traffic laws and the traffic ordinances of the City.

(b) The authority and jurisdiction of Community Service Officers under this section may extend to all areas within the City limits, and to all lands owned, leased or managed by the City, including but not limited to the Pueblo Mountain Park, Pueblo Motorsports Park and Raceway, Pueblo Honor Farm Park and Open Space Motocross Track, and Pueblo Municipal Airport.

SECTION 2.

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

SECTION 3.

This Ordinance shall become effective thirty (30) days following final passage and approval.

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-9

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: August 8, 2022

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Chief Chris Noeller, Pueblo Police Department
Daniel C. Kogovsek, City Attorney

SUBJECT: AN ORDINANCE SUBMITTING TO THE ELIGIBLE ELECTORS OF THE CITY OF PUEBLO, COLORADO AT THE SPECIAL MUNICIPAL ELECTION TO BE HELD ON NOVEMBER 8, 2022, A QUESTION RELATING TO THE EXTENSION OF THE ONE-FIFTH PERCENT (.2%) SALES AND USE TAX RATE FOR FIVE YEARS FOR POLICE PERSONNEL AND OPERATING COSTS AND THE ADOPTION OF ORDINANCE NO. 10260 TO IMPLEMENT THE EXTENSION

SUMMARY:

Attached is a proposed Ordinance referring the extension of the one-fifth percent (.2%) sales and use tax ballot question to the voters of the City of Pueblo at the November 8, 2022 special municipal election. Since January 1, 2018, revenues from this Public Safety Sales Tax ("PSST") have been used to assist the City in paying the personnel and operating costs of the Pueblo Police Department.

PREVIOUS COUNCIL ACTION:

On July 24, 2017, by Ordinance No. 9147, City Council referred the PSST ballot measure to the electorate, which was approved at the November 3, 2017 general municipal election.

BACKGROUND:

The PSST will expire December 31, 2022. The attached Ordinance will give Pueblo voters the option to extend the PSST for an additional 5 years, from January 1, 2023 to December 31, 2027. Due to the requirements of the Taxpayers Bill of Rights ("TABOR"), Article X, §20 of the Colorado Constitution, any extension of an existing tax must be approved by the voters.

FINANCIAL IMPLICATIONS:

Extension of the PSST will assist the City in paying the personnel and operating costs of the Pueblo Police Department.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

If the Ordinance is not approved, Pueblo voters will not have the option of extending the PSST for an additional 5 years.

RECOMMENDATION:

This Ordinance must be adopted in order to refer the ballot measure to the voters.

Attachments:
Proposed Ordinance

ORDINANCE NO. _____

AN ORDINANCE SUBMITTING TO THE ELIGIBLE ELECTORS OF THE CITY OF PUEBLO, COLORADO AT THE SPECIAL MUNICIPAL ELECTION TO BE HELD ON NOVEMBER 8, 2022, A QUESTION RELATING TO THE EXTENSION OF THE ONE-FIFTH PERCENT (**.**2%) SALES AND USE TAX RATE FOR FIVE YEARS FOR POLICE PERSONNEL AND OPERATING COSTS AND THE ADOPTION OF ORDINANCE NO. 10260 TO IMPLEMENT THE EXTENSION

WHEREAS, the City of Pueblo, Colorado (the "City") presently imposes, pursuant to Chapter 4, Title XIV of the Pueblo Municipal Code (the "Code"), a sales and use tax rate of 3.7%; and

WHEREAS, revenues from one-fifth percent of the sales and use tax rate (.2% of the 3.7% rate) commonly referred to as the “Public Safety Sales Tax” or “PSST” are deposited in a special fund known as the "Police Sales and Use Tax Fund" (the "Fund"); and

WHEREAS, the provisions in the Code implementing the PSST one-fifth percent (.2%) sales and use tax rate expire on December 31, 2022; and

WHEREAS, the City’s Police Department has increasing personnel needs and operating expenses which remain difficult to pay due to current fiscal constraints. Continuation of the PSST for an additional five (5) years will assist the City in meeting these needs; and

WHEREAS, the City Council of the City has determined and hereby finds and determines that extending the one-fifth percent (.2%) sales and use tax rate dedicated to police personnel and operating costs would promote the public peace, health, safety and welfare of the residents of the City; and

WHEREAS, Section 18-5 of the Charter of the City requires that ordinances which have been adopted by an affirmative vote of the electorate, be amended only upon a vote of the electorate adopting the amending ordinance; and

WHEREAS, the City Council has proposed an ordinance (Ordinance No. 10260), which is attached hereto and which, if adopted by the voters of the City, would extend the PSST one-fifth percent (.2%) sales and use tax rate for an additional five years; and

WHEREAS, Article X, Section 20 of the Colorado Constitution, as interpreted by the Colorado Supreme Court in Bruce v. City of Colorado Springs, 129 P.3d 988 (Colo. 2006) requires voter approval in advance for any extension of an expiring tax; and

WHEREAS, the City desires to ask the electors of the City, pursuant to Article X, Section 20 of the Colorado Constitution and Section 18-5 of the Charter, to approve Ordinance No. 10260 and thereby extend the PSST one-fifth percent (.2%) sales and use tax rate for another five years for the purposes stated above; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The question of adopting Ordinance No. 10260 and thereby extending the one-fifth percent (.2%) sales and use tax rate dedicated to Police personnel and operating needs shall be submitted to a vote of the eligible electors of the City at the City's special municipal election to be held on November 8, 2022. The ballot question (submission clause and title) therefore shall be as follows:

QUESTION NO. 2A - EXTENSION OF THE PUBLIC SAFETY SALES TAX FOR 5 YEARS

WITHOUT RAISING ADDITIONAL TAXES, SHALL THE EXISTING ONE-FIFTH PERCENT (.2%) CITY SALES AND USE TAX RATE FOR POLICE PERSONNEL AND OPERATING NEEDS BE EXTENDED FOR A FIVE-YEAR PERIOD FROM ITS CURRENT EXPIRATION OF DECEMBER 31, 2022 THROUGH DECEMBER 31, 2027 BY ADOPTING ORDINANCE NO. 10260, THE REVENUES THEREFROM TO BE SPENT TOGETHER WITH ALL INVESTMENT INCOME THEREON, INCLUDING INTEREST AND PENALTIES WITH RESPECT THEREOF, AS A VOTER-APPROVED REVENUE CHANGE AND AN EXCEPTION TO THE LIMITS WHICH WOULD OTHERWISE APPLY PURSUANT TO ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION OR ANY OTHER LAW, PROVIDING FOR THE DEPOSIT OF SUCH REVENUES INTO THE EXISTING “SALES AND USE TAX POLICE FUND” TO BE SPENT SOLELY FOR POLICE PERSONNEL AND OPERATING NEEDS, AND FINDING AND DETERMINING THAT THE EXPENDITURE OF SUCH REVENUES FOR POLICE PERSONNEL AND OPERATING NEEDS IS A PUBLIC PURPOSE AND MUNICIPAL FUNCTION?

FOR THE ORDINANCE _____
AGAINST THE ORDINANCE _____

SECTION 2.

The officers and employees of the City are authorized to take all action necessary, appropriate or required to implement the provisions of this Ordinance.

SECTION 3.

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

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

_____
President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____based on the following objections:

_____

_____

_____

_____

_____
Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

_____
President of City Council

ATTEST

_____

City Clerk

ORDINANCE NO. 10260

AN ORDINANCE AMENDING CHAPTER 4, TITLE XIV OF THE PUEBLO MUNICIPAL CODE TO EXTEND THE ADDITIONAL ONE-FIFTH PERCENT (.2%) SALES AND USE TAX RATE FOR A FIVE YEAR PERIOD FROM JANUARY 1, 2023 TO DECEMBER 31, 2027 FINDING AND DETERMINING THAT THE EXPENDITURE OF SUCH REVENUES FOR POLICE PERSONNEL AND OPERATING NEEDS IS A PUBLIC PURPOSE AND MUNICIPAL FUNCTION, AND PROVIDING FOR OTHER MATTER RELATING THERETO

BE IT ORDAINED BY THE PEOPLE OF THE CITY OF PUEBLO, that (brackets indicate matter being deleted; underscoring indicates new matter being added):

SECTION 1.

Section 14-4-85 of Chapter 4, Title XIV of the Pueblo Municipal Code, as amended, (a portion of Section 13 of Ordinance No. 2189 approved by a vote of the People on November 8, 1955, as amended by Ordinance Nos. 3160, 3474, 4235, 5170, 5314, 5668, 5810, 5978, 6683, 7464, 8197, 8902, 9141 and 9167) is hereby amended by amending subsection (g) thereof to read as follows:

Sec. 14-4-85. Schedule; tax added to price.

. . .

(g) Notwithstanding the three percent (3%) or three and one-half percent (3.5%) rate provisions of this Section, the rate of tax previously imposed pursuant to Subsections 14-4-85(a) and (e) shall be increased by one-fifth percent (0.2%) **[for five (5) years,]** from January 1, 2018 through December 31, **[2022]** **2027**. Pursuant to the foregoing increase, the rate of tax imposed pursuant to this Section for the period January 1, 2018 through December 31, **[2022]** **2026**, shall be three and seven-tenths percent (3.7%). **For the period January 1, 2026 through December 31, 2027, the rate of tax imposed pursuant to this Section shall be three and two-tenths percent (3.2%).**

SECTION 2.

Section 14-4-63 of Chapter 4, Title XIV of the Pueblo Municipal Code (Section 20 of Ordinance No. 2189 approved by a vote of the People on November 8, 1955, as amended by Ordinance Nos. 3160, 3474, 4734, 5170, 5314, 5668, 5810, 5978, 6683, 7464, 8197, 8902, 9141 and 9167) is hereby amended by amending subsection (3) thereof to read as follows:

Sec. 14-4-63. Storage, consumption and use tax schedule.

. . .

(3) Notwithstanding the three percent (3%) or three and one-half percent (3.5%) rate provisions of this Section, the rate of tax previously imposed pursuant to the above provisions of this Section shall be increased by one-fifth percent (0.2%) **[for five (5) years,]** from January 1, 2018 through December 31, **[2022]** **2027**. Pursuant to the foregoing increase, the rate of tax imposed pursuant to this Section for the period January 1, 2018 through December 31, **[2022]**

2027, shall be three and seven-tenths percent (3.7%). **For the period January 1, 2026 through December 31, 2027, the rate of tax imposed pursuant to this Section shall be three and two-tenths percent (3.2%).**

SECTION 3.

The people of Pueblo do hereby find, determine and declare that the expenditure of revenues from the additional one-fifth percent (.2%) sales and use tax rate for Police personnel and operating needs will promote the public peace, health, safety and welfare. The people of Pueblo do further find, determine and declare that the expenditure of such revenues for public safety is a public purpose and municipal function.

SECTION 4.

All ordinances relating to sales and use taxes heretofore adopted, amended or implemented shall remain in full force and effect except as the same have been previously amended or repealed or as the same may be amended by this Ordinance.

SECTION 5.

All ordinances, or parts thereof, inconsistent herewith are hereby repealed to the extent of such inconsistency. This repealer shall not be construed to revive any ordinance, or part thereof, heretofore repealed.

SECTION 6.

If any section, subsection, paragraph, clause or other provision of this Ordinance for any reason is invalid or unenforceable, the invalidity or unenforceability of such section, subsection, paragraph, clause or other provision shall not affect any of the remaining provisions of this Ordinance.

SECTION 7.

This Ordinance shall become effective upon the majority vote in favor thereof by the registered electors of the City voting thereon at the Special Municipal Election to be held Tuesday, November 8, 2022. The extension of the tax levies as provided by this Ordinance shall take effect beginning January 1, 2023.

SECTION 8.

The officers and staff of the City are authorized to take all action necessary, appropriate or required to implement the provisions of this Ordinance.

SECTION 9.

Any revenues generated by the additional one-fifth percent (.2%) sales and use tax imposed pursuant to this Ordinance, together with all investment income thereon, may be collected, retained and spent as a voter-approved revenue change and an exception to the limits which would otherwise apply pursuant to Article X, Section 20 of the Colorado Constitution or any other law.

SECTION 9.

Any revenues generated by the additional one-fifth percent (.2%) sales and use tax imposed pursuant to this Ordinance, together with all investment income thereon, including interest and penalties with respect thereof, shall upon collection and receipt by the City, be deposited and placed in a special fund created pursuant to Section 14-4-85(h), P.M.C., and known as the "Sales and Use Tax Police Fund" (the "Fund"). The moneys in the Fund shall be used solely for Police personnel and operating needs.

Election Results: November 8, 2022

FOR THE ORDINANCE: _____

AGAINST THE ORDINANCE: _____

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: August 8, 2022

TO: President Heather Graham and Members of City Council

VIA: Marisa Stoller, City Clerk

FROM: Mayor Nicholas A. Gradisar
Lori Pinz, Director of Information Technology
Robert P. Jagger, Deputy City Attorney

SUBJECT: AN ORDINANCE SUBMITTING TO THE ELIGIBLE ELECTORS OF THE CITY OF PUEBLO, COLORADO AT THE SPECIAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 8, 2022, THE QUESTION OF RE-ESTABLISHING THE CITY'S AUTHORITY TO PROVIDE, OR TO FACILITATE OR PARTNER OR COORDINATE WITH SERVICE PROVIDERS FOR THE PROVISION OF, "ADVANCED (HIGH-SPEED INTERNET) SERVICE," "CABLE TELEVISION SERVICE," AND "TELECOMMUNICATION SERVICE," EITHER DIRECTLY, INDIRECTLY, OR BY CONTRACT, TO RESIDENTIAL, COMMERCIAL, NONPROFIT, GOVERNMENT OR OTHER SUBSCRIBERS AND TO ACQUIRE, OPERATE AND MAINTAIN ANY FACILITY FOR THE PURPOSE OF PROVIDING SUCH SERVICES, RESTORING LOCAL AUTHORITY AND FLEXIBILITY THAT WAS REMOVED BY TITLE 29, ARTICLE 27, PART 1 OF THE COLORADO REVISED STATUTES, WITHOUT INCREASING TAXES

SUMMARY:

Colorado statutes require an affirmative vote of the people before municipalities can provide or partner with the private sector to provide broadband services, vital for both commercial and residential consumers, within their jurisdictions. According to the Colorado Municipal League, over 100 Colorado municipalities have thus far approved such broadband ballot issues.

PREVIOUS COUNCIL ACTION:

Not Applicable to this Ordinance.

BACKGROUND:

One of the biggest impediments to local governments enhancing broadband infrastructure is a 2005 Colorado state law commonly referred to as "SB 152" (Senate Bill 05-152, codified at sections 29-27-101-304, C.R.S.). SB 152 took away local power and requires that an election be held before a city or county government may "engage or offer to engage in providing" various telecommunication services.

Through a successful SB 152 election, local governments can assist in providing broadband opportunities, including enhanced broadband infrastructure to attract service providers. A

successful vote can also pave the way for public-private partnerships among local governments, economic development agencies, and the telecommunication industry.
Since the passage of SB 05-152, the voters in numerous Colorado cities and counties have overwhelmingly approved such measures and restored local authority and flexibility. Examples of such cities include but are not limited to: Denver, Englewood, Lakewood, Canon City, Florence, Fountain, Aurora, Colorado Springs, Arvada, Golden, Durango, Ft. Collins, Boulder, Centennial and Longmont

A successful vote would provide the City with the flexibility to identify partnerships with the private sector to expand or improve broadband access within the City.

FINANCIAL IMPLICATIONS:

Not Applicable to this Ordinance.

BOARD/COMMISSION RECOMMENDATION:

Not Applicable to this Ordinance.

STAKEHOLDER PROCESS:

The City and members of the public are the primary stakeholders affected by this Ordinance. On June 21, 2022, City Council held a work session with respect to holding a SB 152 election.

ALTERNATIVES:

If the Ordinance is not approved, the voters will not have an opportunity to vote on an SB 152 election.

RECOMMENDATION:

This Ordinance be adopted in order to refer the ballot measure to a vote of the people.

Attachments:
Proposed Ordinance

ORDINANCE NO. _____

AN ORDINANCE SUBMITTING TO THE ELIGIBLE ELECTORS OF THE CITY OF PUEBLO, COLORADO AT THE SPECIAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 8, 2022, THE QUESTION OF RE-ESTABLISHING THE CITY'S AUTHORITY TO PROVIDE, OR TO FACILITATE OR PARTNER OR COORDINATE WITH SERVICE PROVIDERS FOR THE PROVISION OF, "ADVANCED (HIGH-SPEED INTERNET) SERVICE," "CABLE TELEVISION SERVICE," AND "TELECOMMUNICATION SERVICE," EITHER DIRECTLY, INDIRECTLY, OR BY CONTRACT, TO RESIDENTIAL, COMMERCIAL, NONPROFIT, GOVERNMENT OR OTHER SUBSCRIBERS AND TO ACQUIRE, OPERATE AND MAINTAIN ANY FACILITY FOR THE PURPOSE OF PROVIDING SUCH SERVICES, RESTORING LOCAL AUTHORITY AND FLEXIBILITY THAT WAS REMOVED BY TITLE 29, ARTICLE 27, PART 1 OF THE COLORADO REVISED STATUTES, WITHOUT INCREASING TAXES

WHEREAS, the City Council of the City of Pueblo, Colorado, a home rule city and Colorado municipal corporation (the "City") has determined that it is in the best interests of the residents of, and visitors to, the City to consider how the City can improve high-speed internet services, cable television services, and telecommunication services; and

WHEREAS, to foster job creation, stronger economic development infrastructure and competition, the City Council desires to ask the voters to restore to the City the local authority to provide high-speed internet services, cable television services, either directly or indirectly, or by contract, to residential, commercial, nonprofit, government or other subscribers and to acquire, operate and maintain any facility for the purpose of providing such services, restoring local authority and flexibility that was taken away by §§29-27-101 to 304, "Competition in Utility and Entertainment Services," of the Colorado Revised Statutes, without limiting the City's home rule authority; and

WHEREAS, in 2005, the passage of SB 05-152 resulted in changes to state law which limited the authority of local governments to provide high-speed internet, cable television, and telecommunication services; and

WHEREAS, under SB 05-152, a local government can only provide such services after voter approval; and

WHEREAS, since the passage of SB 05-152, the voters in numerous Colorado cities and counties have overwhelmingly approved such measures and restored local authority and flexibility. Examples of such cities include but are not limited to: Denver, Englewood, Lakewood, Canon City, Florence, Fountain, Aurora, Colorado Springs, Arvada, Golden, Durango, Ft. Collins, Boulder, Centennial and Longmont; and

WHEREAS, the City Council does hereby determine that the question of re-establishing the City's authority to provide high-speed internet, cable television, and telecommunication services should be submitted to the City's eligible electors to vote thereon at the Special Municipal Election to be held on Tuesday, November 8, 2022; NOW, THEREFORE;

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

SECTION 1.

The question of re-establishing the City's local authority to provide high-speed internet, cable television, and telecommunication services shall be submitted to a vote of the eligible electors of the City at the City's Special Municipal Election to be held on Tuesday, November 8, 2022. The ballot question (submission clause and title) therefore shall be as follows:

QUESTION NO. 2B (EXPAND LOCAL BROADBAND SERVICES)

WITHOUT INCREASING TAXES, SHALL THE CITY OF PUEBLO HAVE THE AUTHORITY TO PROVIDE, OR TO FACILITATE OR PARTNER OR COORDINATE WITH SERVICE PROVIDERS FOR THE PROVISION OF, "ADVANCED (HIGH-SPEED INTERNET) SERVICE," "CABLE TELEVISION SERVICE," AND "TELECOMMUNICATION SERVICE," EITHER DIRECTLY, INDIRECTLY, OR BY CONTRACT, TO RESIDENTIAL, COMMERCIAL, NONPROFIT, GOVERNMENT OR OTHER SUBSCRIBERS AND TO ACQUIRE, OPERATE AND MAINTAIN ANY FACILITY FOR THE PURPOSE OF PROVIDING SUCH SERVICES, RESTORING LOCAL AUTHORITY AND FLEXIBILITY THAT WAS REMOVED BY TITLE 29, ARTICLE 27, PART 1 OF THE COLORADO REVISED STATUTES?

YES _____
NO _____

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.

If any section, paragraph, clause or provision of this Ordinance shall for any reason be held invalid or unenforceable, such invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect the remaining provisions of this Ordinance.

SECTION 4.

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

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

_____
President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____based on the following objections:

_____

_____

_____

_____

_____
Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

_____
President of City Council

ATTEST

_____
City Clerk

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: August 8, 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: A RESOLUTION AUTHORIZING PAYMENT IN AN AMOUNT NOT TO EXCEED SIX HUNDRED SIXTY THOUSAND DOLLARS ($660,000) FROM PROJECT CI2113 - AMERICAN RESCUE PLAN ACT FOR TWO GOVERNMENT SERVICES PROJECTS AS AUTHORIZED BY SECTION 603(c)(1)(C) OF THE AMERICAN RESCUE PLAN ACT AND U.S. TREASURY FINAL RULE 31 CFR 35.6

SUMMARY:

This Resolution authorizes payment not to exceed $660,000 from Project CI2113 American Rescue Plan Act for two (2) government services projects. This payment is authorized by Section 603 (c)(1)(C) of the American Rescue Plan Act ("ARPA") and U.S. Treasury Final Rule 31 CFR 35.6.

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 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:

ARPA authorizes a revenue replacement calculation which allows local governments to use a portion of their total ARPA allocation for government services. Under ARPA, the City's lost revenue has been calculated to be $10 million.

FINANCIAL IMPLICATIONS:

The attached Resolution authorizes the transfer of $660,000 from Project CI2113 for the following government purposes:

Project Description	Project Amount
HARP Security Cameras	$ 60,000.00
Airport Parking Lot Resurfacing	600,000.00
Total	$660,000.00

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Resolution.

STAKEHOLDER PROCESS:

Not applicable to this Resolution.

ALTERNATIVES:

City Council could decide not to authorize payment for the 2 government service projects.

RECOMMENDATION:

Approval of this Resolution.

Attachments:
Proposed Resolution

RESOLUTION NO. 14965

A RESOLUTION AUTHORIZING PAYMENT IN AN AMOUNT NOT TO EXCEED SIX HUNDRED SIXTY THOUSAND DOLLARS ($660,000) FROM PROJECT CI2113 - AMERICAN RESCUE PLAN ACT FOR TWO GOVERNMENT SERVICES PROJECTS AS AUTHORIZED BY SECTION 603(c)(1)(C) OF THE AMERICAN RESCUE PLAN ACT AND U.S. TREASURY FINAL RULE 31 CFR 35.6

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 Plant 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 CFR; and

WHEREAS, under ARPA Section 603 (c)(1)(C) and the Final Rule 31 CFR 35.6 recipients may use Coronavirus Local Fiscal Recovery ("CLFR") Funds on government services pursuant to the revenue replacement calculation; NOW, THEREFORE,

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

SECTION 1.

Payment in an amount not to exceed $660,000.00 is hereby authorized from Project CI2113 – American Rescue plan for the following two (2) government services projects:

Project Description	Project Amount
HARP Security Cameras	$ 60,000.00
Airport Parking Lot Resurfacing	600,000.00
Total	$660,000.00

SECTION 2.

The City's Director of Finance is hereby authorized to transfer ARPA Revenue Replacement / Government Services funds in the amount of Sixty Thousand Dollars

($60,000.00) to the Historic Arkansas Riverwalk Project ("HARP") Authority, for purposes of installing security cameras along the HARP Riverwalk.

SECTION 3.

The officers and staff of the City are authorized to perform any and all acts consistent with this Resolution which are necessary or desirable to implement the transactions described therein.

SECTION 4.

This Resolution shall become effective immediately upon final passage.

INTRODUCED August 8, 2022

BY: Vicente Martinez Ortega
MEMBER OF CITY COUNCIL

APPROVED: _____
PRESIDENT OF CITY COUNCIL

ATTESTED BY: _____
CITY CLERK

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

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: July 25, 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 PUEBLO REGIONAL BUILDING DEPARTMENT, A GOVERNMENTAL ENTITY, FOR PREMIUM PAY FOR ELIGIBLE WORKERS PERFORMING ESSENTIAL WORK, AS AUTHORIZED BY SECTION 603 (c)(1)(B) OF THE AMERICAN RESCUE PLAN ACT AND U.S. TREASURY FINAL RULE 31 CFR 35.6 AND AUTHORIZING THE PAYMENT OF TWENTY-THREE THOUSAND FOUR HUNDRED FIFTY AND 74/100 DOLLARS ($23,450.74) 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 Pueblo Regional Building Department ("Department") for premium pay for eligible workers performing essential work, as authorized by Section 603(c)(1)(B) of the American Rescue Plan Act and U.S. Treasury Final Rule 31 CFR 35.6. Funds for the premium pay, in the amount of $23,450.74 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:

The attached Ordinance awards ARPA funds for premium pay for eligible workers performing essential work at the Pueblo Regional Building Department. The Department shall provide premium pay to its 26 employees who have performed inspections and had face-to-face interactions with homeowners and building contractors during the COVID-19 pandemic. These staff members have been on the front-line of governmental services since the beginning of the pandemic in March, 2020.

FINANCIAL IMPLICATIONS:

Under the Subrecipient Agreement approved by the attached Ordinance, the City and Pueblo County will pay the premium pay on a 50/50 basis. The City will match Pueblo County's contribution in ARPA funds of $23,450.74.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

City Council could decide not to support premium pay for employees of the Regional Building Department.

RECOMMENDATION:

Approval of the Ordinance

Attachments:
Proposed Ordinance
Proposed Subrecipient Agreement

ORDINANCE NO. 10234

AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO SIGN A SUBRECIPIENT AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND THE PUEBLO REGIONAL BUILDING DEPARTMENT, A GOVERNMENTAL ENTITY, FOR PREMIUM PAY FOR ELIGIBLE WORKERS PERFORMING ESSENTIAL WORK, AS AUTHORIZED BY SECTION 603 (c)(1)(B) OF THE AMERICAN RESCUE PLAN ACT AND U.S. TREASURY FINAL RULE 31 CFR 35.6 AND AUTHORIZING THE PAYMENT OF TWENTY-THREE THOUSAND FOUR HUNDRED FIFTY AND 74/100 DOLLARS ($23,450.74) 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 (c)(1)(B) and the Final Rule 31 CFR 35.6, the City of Pueblo, as a recipient of ARPA Funds, may award premium pay for eligible workers performing essential work; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY COUNCIL OF PUEBLO that:

SECTION 1.

The Subrecipient Agreement ("Agreement") dated August 8, 2022 between and the City of Pueblo, a Colorado municipal corporation and the Pueblo Regional Building Department, a governmental entity, 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 $23,450.74 are hereby authorized to be paid from Project No. CI2113 – American Rescue Plan Act, for premium pay for eligible workers performing essential work at the Pueblo Regional Building Department.

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 July 25, 2022.

Final adoption of Ordinance by City Council on August 8, 2022.

_____
President of City Council

Action by the Mayor:

☒ Approved on August 9, 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 8th day of August, 2022, (hereinafter "Effective Date") by and between the City of Pueblo, a Colorado municipal corporation, hereinafter referred to as the "City" and the Pueblo Regional Building Department, a governmental entity, hereinafter referred to as the "Subrecipient" or "Department." City and Subrecipient/Department 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") to make premium pay payments to eligible employees performing essential work; and

WHEREAS, Subrecipient has requested that the City use CLRF Funds to compensate Subrecipient's eligible employees performing essential work with premium pay (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 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, the Parties hereto mutually agree as follows:

1. FACTUAL BASIS FOR THE GRANT AWARD

(a) The Department was created by the City and Pueblo County pursuant to C.R.S. 29-2-103 and functions as the administration and enforcement of the Building Codes for the City and Pueblo County.

(b) The Department has requested funding to provide premium pay to its 26 employees who have performed inspections and had face-to-face interactions with homeowners and building contractors during the COVID-19 pandemic. These staff members have been on the front-line of governmental services since the beginning of the pandemic in March, 2020.

(c) Subrecipient has requested a total of $46,901.48 in ARPA funds from the City and Pueblo County to compensate its eligible employees performing essential work with premium pay. Said funds consist of premium pay at the rate of $1.16 per hour for the Department's 26 employees for a period of one (1) year from April, 2020 through March, 2021.

(d) Under this Agreement, the City and Pueblo County will pay the premium pay on a 50/50 basis. The City will match Pueblo County's contribution in ARPA funds of $23,450.74, thereby paying premium pay at the rate of $.58 per hour.

2. SERVICES; RESPONSIBILITIES OF SUBRECIPIENT

(a) Prior to receiving ARPA funds under this Agreement, Subrecipient is required to provide the City with its federal SAM Unique Entity ID.

(b) 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.

(c) 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 Twenty-Three Thousand Four Hundred Fifty and 74/100 Dollars (U.S. $23,450.74). Said payment will be made within thirty (30) days following final 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 Effective Date set forth above to December 31, 2022 unless sooner terminated as herein provided.

(b) The term of this Agreement shall be from the Effective Date set forth above to December 31, 2022 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. 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.

14. 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.

15. 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.

16. 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.

17. GOVERNMENT IMMUNITY. The City does 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.

18. 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.

19 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.

20. SEVERABILITY. 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.

21. 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.

22. 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.

23. 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.

24. 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.

25. 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.

ATTEST:

CITY OF PUEBLO
A COLORADO MUNICIPAL
CORPORATION

_____
City Clerk

By_____
Nicholas A Gradisar, Mayor

[S E A L]

Subrecipient:

PUEBLO REGIONAL BUILDING
DEPARTMENT
A COLORADO GOVERNMENTAL ENTITY

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

The Subrecipient will be responsible for administering the Project. The Subrecipient will administer all tasks encompassed in the aforesaid Project in compliance with all applicable federal, state and local rules and regulations governing the Project, in a manner satisfactory to the City.

The components of the Subrecipient's work plan under this Agreement shall be as follows:

The Department shall provide premium pay to its 26 employees who have performed inspections and had face-to-face interactions with homeowners and building contractors during the COVID-19 pandemic. These staff members have been on the front-line of governmental services since the beginning of the pandemic in March, 2020.

C. Budget

$23,450.74

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.

2. There is no flexibility on budgets. Line items may be changed only by the City's written concurrence of a budget amendment.

3. 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 quarterly to reflect entries through the closing date for the books (indicate Closing Date on Cost Summary).

4. 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.

5. 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.

6. City auditors will periodically make interim audits and may, upon completion of the Project, make a final audit.

7. 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.

City Clerk's Office Item # R-2

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: July 25, 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 SANGRE DE CRISTO HOSPICE AND PALLIATIVE CARE, A COLORADO NONPROFIT CORPORATION, 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 THIRTY-SEVEN THOUSAND FIVE HUNDRED DOLLARS ($37,500) 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 Sangre De Cristo Hospice and Palliative Care, a Colorado nonprofit corporation to construct a covered outdoor sitting space at the Joni Fair Hospice House (hereinafter "JFHH") located at 1107 Pueblo Boulevard Way, Pueblo, CO 81005 (hereinafter "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 $37,500 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:

The Agreement approved by the attached Ordinance requires JFHH to construct an outdoor patio at the JFHH facility in order that older adults and their families, when visiting their loved ones in hospice care, will have an outdoor space where they can go to sit down and thereby prevent the spread of the COVID-19 virus.

FINANCIAL IMPLICATIONS:

JFHH will receive $37,500.00 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 construction of a covered outdoor sitting space at the Joni Fair Hospice House.

RECOMMENDATION:

Approval of the Ordinance

Attachments:
Proposed Ordinance
Proposed Subrecipient Agreement.

ORDINANCE NO. 10235

AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO SIGN A SUBRECIPIENT AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND SANGRE DE CRISTO HOSPICE AND PALLIATIVE CARE, A COLORADO NONPROFIT CORPORATION, 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 THIRTY-SEVEN THOUSAND FIVE HUNDRED DOLLARS ($37,500) 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 the Final Rule, recipients may use Coronavirus Local Fiscal Recovery Funds ("CLFRF") to respond to the COVID-19 public health emergency and the negative economic consequences resulting therefrom; and

WHEREAS, under ARPA Section 603 (c)(1)(A) and (3) and the Final Rule 31 CFR 35.6(b)(7) recipients may use CLFR Funds to award grants to nonprofit organizations that are responding to the negative economic impacts of the COVID-19 public health emergency; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY COUNCIL OF PUEBLO that:

SECTION 1.

The Subrecipient Agreement ("Agreement") dated August 8, 2022, between and the City of Pueblo, a Colorado municipal corporation and Sangre De Cristo Hospice and Palliative Care, a Colorado nonprofit corporation, a copy of which is attached hereto, having been approved as to form by the City Attorney, is hereby approved.

SECTION 2.

The Mayor is 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 $37,500 are hereby authorized to be paid from Project No. CI2113 – American Rescue Plan Act, for purposes of constructing a covered outdoor sitting space at the Joni Fair Hospice House, as 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 July 25, 2022.

Final adoption of Ordinance by City Council on August 8, 2022.

_____

President of City Council

Action by the Mayor:

☒ Approved on August 9, 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 8th day of August, 2022, (hereinafter "Effective Date") by and between the City of Pueblo, a Colorado municipal corporation, hereinafter referred to as the "City" and Sangre De Cristo Hospice and Palliative Care, a Colorado nonprofit corporation, hereinafter referred to as the "Subrecipient" or "JFHH." City and Subrecipient/JFHH 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") to respond to the COVID-19 public health emergency and the negative economic consequences resulting therefrom; and

WHEREAS, under ARPA Section 603 (c)(1)(A) and (3) and the Final Rule 31 CFR 35.6(b)(7) recipients may use CLFR Funds to award grants to nonprofit organizations that are responding to the negative economic impacts of the COVID-19 public health emergency; and

WHEREAS, Subrecipient has requested that the City use CLRF Funds to construct a covered outdoor sitting space at the Joni Fair Hospice House (hereinafter "JFHH") located at 1107 Pueblo Boulevard Way, Pueblo, CO 81005 (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 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, the Parties hereto mutually agree as follows:

1. FACTUAL BASIS FOR THE GRANT AWARD

(a) Named in honor of the founder of Sangre de Cristo Community Care, the Joni Fair Hospice House (JFHH) opened its doors in 2008. It is the only 24/7, inpatient hospice facility in southern Colorado. With a daily census averaging 90% occupancy, approximately 400 patients and their families are served annually.

(b) Ultimately, Subrecipient's mission of providing high quality hospice care to those facing end of life issues has been significantly impacted through the effects of COVID-19.

(c) As the coronavirus continues to affect Pueblo, Subrecipient has made COVID-19 disease its top priority to ensure the safety of those who matter the most - its patients. As conditions continue to evolve around the virus, JFHH has responded by implementing several new policies, including the highest infection prevention protocols to ensure that patients receive care in the safest environment possible.

(d) The JFHH facility has served the Pueblo community for 14 years during which time only very minor repairs and upgrades have been made to the facility. Though it is maintained by donors and volunteers, the time has come for more substantial and professional upgrades. Subrecipient's capital improvement campaign is driven by its commitment to improving the safety and comfort of the patients and families that it serves.

(e) An outdoor covered patio is needed at the JFHH facility in order that older adults and their families, when visiting their loved ones in hospice care, will have an outdoor space where they can go to sit down and enjoy being outside.

(f) The outdoor covered patio will also prevent the spread of the virus for the benefit of all concerned.

2. SERVICES; RESPONSIBILITIES OF SUBRECIPIENT

(a) Prior to receiving ARPA funds under this Agreement, Subrecipient is required to provide the City with the following information and documentation:

1. Federal SAM Unique Entity ID;
2. City Sales Tax License;
3. State Sales Tax License;
4. IRS designation as a 501(c)(3) nonprofit entity; and
5. Certificate of Good Standing from the Office of the Secretary of State.

(b) 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.

(c) 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 Thirty-Seven Thousand Five Hundred Dollars (U.S. $37,500.00). The grant funds shall not be distributed in a lump sum. Subrecipient shall provide the City with pay applications and draw packages for the costs and expenses to construct the covered outside patio.

(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 Effective Date set forth above to December 31, 2024 unless 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).

(a) The minimum insurance coverage which Subrecipient shall obtain and keep in force is Comprehensive General 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.

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 does 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. SEVERABILITY. 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.

ATTEST:

CITY OF PUEBLO
A COLORADO MUNICIPAL
CORPORATION

_____
City Clerk

By_____
Nicholas A Gradisar, Mayor

[S E A L]

Subrecipient:
SANGRE DE CRISTO HOSPICE AND
PALLIATIVE CARE
A COLORADO NONPROFIT
CORPORATION

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

A. Principal Tasks

The Subrecipient will be responsible for administering the Project. The Subrecipient will administer all tasks encompassed in the aforesaid Project in compliance with all applicable federal, state and local rules and regulations governing the Project, in a manner satisfactory to the City.

The components of the Subrecipient's work plan under this Agreement shall be as follows:

Construct an outdoor patio at the JFHH facility in order that older adults and their families, when visiting their loved ones in hospice care, will have an outdoor space where they can go to sit down and thereby prevent the spread of the COVID-19 virus.

C. Budget

$37,500.00.

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.

2. There is no flexibility on budgets. Line items may be changed only by the City's written concurrence of a budget amendment.

3. 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 quarterly to reflect entries through the closing date for the books (indicate Closing Date on Cost Summary).

4. 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.

5. 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.

6. City auditors will periodically make interim audits and may, upon completion of the Project, make a final audit.

7. 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: July 25, 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 AMERICAN GI FORUM OF PUEBLO, A COLORADO NONPROFIT CORPORATION, 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 FORTY THOUSAND DOLLARS ($40,000) 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 American GI Forum of Pueblo, a Colorado nonprofit corporation ("AGIF") to provide services to military veterans and their families ("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 $40,000 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:

The Agreement approved by the attached Ordinance requires AGIF to provide the following programs and services:

1. Hold meetings and events, at least monthly, which provide information and support to military veterans and families concerning the following items. Each topic should be presented at least once per year:

    a. VA and other benefits from the U.S. Government;

b. Educational opportunities and programs available to veterans;

c. Counseling and mental health resources available to veterans, particularly those suffering from PTSD;

d. Housing and lodging resources available to veterans, particularly homeless veterans;

e. Job training programs available to veterans;

2. Open its facility located at 125 Hector Garcia Place in downtown Pueblo as a gathering place for veterans and their families to meet and share meals, at reasonable prices.

3. Open its facility for group therapy sessions at no cost to veterans.

4. Repair and maintain its facility located at 125 Hector Garcia Place in downtown Pueblo; replace damaged appliances and pay utilities and other operating expenses during the term of this grant.

FINANCIAL IMPLICATIONS:

AGIF will receive $40,000 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 American GI Forum's efforts to provide services to military veterans and their families

RECOMMENDATION:

Approval of the Ordinance

Attachments:
Proposed Ordinance
Proposed Subrecipient Agreement.

ORDINANCE NO. 10236

AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO SIGN A SUBRECIPIENT AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND THE AMERICAN GI FORUM OF PUEBLO, A COLORADO NONPROFIT CORPORATION, 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 FORTY THOUSAND DOLLARS ($40,000) 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 the Final Rule, recipients may use Coronavirus Local Fiscal Recovery Funds ("CLFRF") to respond to the COVID-19 public health emergency and the negative economic consequences resulting therefrom; and

WHEREAS, under ARPA Section 603 (c)(1)(A) and (3) and the Final Rule 31 CFR 35.6(b)(7) recipients may use CLFR Funds to award grants to nonprofit organizations that are responding to the negative economic impacts of the COVID-19 public health emergency; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY COUNCIL OF PUEBLO that:

SECTION 1.

The Subrecipient Agreement ("Agreement") dated August 8, 2022, between and the City of Pueblo, a Colorado municipal corporation and the American GI Forum of Pueblo, a Colorado nonprofit corporation, a copy of which is attached hereto, having been approved as to form by the City Attorney, is hereby approved.

SECTION 2.

The Mayor is 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 $40,000 are hereby authorized to be paid from Project No. CI2113 – American Rescue Plan Act, for purposes of providing financial support to the American GI Forum's efforts to provide services to military veterans and their families
as 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 July 25, 2022.

Final adoption of Ordinance by City Council on August 8, 2022.

_____
President of City Council

Action by the Mayor:

☒ Approved on August 9, 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 8th day of August, 2022, (hereinafter "Effective Date") by and between the City of Pueblo, a Colorado municipal corporation, hereinafter referred to as the "City" and the American GI Forum of Pueblo, a Colorado nonprofit corporation, hereinafter referred to as the "Subrecipient" or "AGIF." City and Subrecipient/AGIF 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") to respond to the COVID-19 public health emergency and the negative economic consequences resulting therefrom; and

WHEREAS, under ARPA Section 603 (c)(1)(A) and (3) and the Final Rule 31 CFR 35.6(b)(7) recipients may use CLFR Funds to award grants to nonprofit organizations that are responding to the negative economic impacts of the COVID-19 public health emergency; and

WHEREAS, Subrecipient has requested that the City use CLRF Funds to provide services to military veterans and their families (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 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, the Parties hereto mutually agree as follows:

1. FACTUAL BASIS FOR THE GRANT AWARD

(a) Since 1952, Subrecipient's mission has been to serve Pueblo County's military veterans and their families. AGIF has assisted veterans with veterans' issues and has encouraged veterans to return to and stay in school and obtain a higher education. AGIF has been a gathering place where all Pueblo veterans and their families are welcome. AGIF events and meetings – where veterans can interact with fellow veterans who understand the problems which veterans face – often have a therapeutic effect on AGIF members.

(b) AGIF's facility is located at 125 Hector Garcia Place in downtown Pueblo. Due to the COVID-19 pandemic, Subrecipient closed its doors in March, 2020. Prior to then, AGIF's facility was frequently used for group therapy sessions for veterans suffering from PTSD. While the facility was closed, it fell into major disrepair.

(c) Closure resulted in many problems: trespassers; a major ceiling issue due to a broken pipe; appliances (stove and ice maker) broke down; misuse of furniture and damage to the inside of the building, and uninvited intruders left trash and debris.

(d) ARPA funds are needed by the Subrecipient to repair and maintain its facility; to replace damaged appliances and to pay utilities and other operating expenses.

2. SERVICES; RESPONSIBILITIES OF SUBRECIPIENT

(a) Prior to receiving ARPA funds under this Agreement, Subrecipient is required to provide the City with the following information and documentation:

1. Federal SAM Unique Entity ID;
2. City Sales Tax License;
3. State Sales Tax License;
4. IRS designation as a 501(c)(4) nonprofit entity; and
5. Certificate of Good Standing from the Office of the Secretary of State.

(b) 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.

(c) 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 Forty Thousand Dollars (U.S. $40,000.00). The grant funds shall not be distributed in a lump sum. Subrecipient shall provide the City with pay applications and draw packages for the costs and expenses to repair and maintain its facility; to replace damaged appliances and to pay utilities and other operating expenses.

(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 Effective Date set forth above to December 31, 2023 unless sooner terminated as herein provided.

(b) The term of this Agreement shall be from the Effective Date set forth above to December 31, 2023 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).

(a) The minimum insurance coverage which Subrecipient shall obtain and keep in force is Comprehensive General 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.

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 does 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. SEVERABILITY. 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.

ATTEST:

CITY OF PUEBLO
A COLORADO MUNICIPAL
CORPORATION

_____ By_____
City Clerk Nicholas A Gradisar, Mayor

[S E A L]

Subrecipient:

American GI Forum of Pueblo
A Colorado nonprofit corporation

ATTEST:

By_____ By_____
Signature Signature

Name_____ Name_____

Title_____ 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

A. Principal Tasks

The Subrecipient will be responsible for administering the Project. The Subrecipient will administer all tasks encompassed in the aforesaid Project in compliance with all applicable federal, state and local rules and regulations governing the Project, in a manner satisfactory to the City.

The components of the Subrecipient's work plan under this Agreement shall be as follows:

1. Hold meetings and events, at least monthly, which provide information and support to military veterans and families concerning the following items. Each topic should be presented at least once per year:

    a. VA and other benefits from the U.S. Government;
    b. Educational opportunities and programs available to veterans;
    c. Counseling and mental health resources available to veterans, particularly those suffering from PTSD;
    d. Housing and lodging resources available to veterans, particularly homeless veterans;
    e. Job training programs available to veterans;

2. Open its facility located at 125 Hector Garcia Place in downtown Pueblo as a gathering place for veterans and their families to meet and share meals, at reasonable prices.

3. Open its facility for group therapy sessions at no cost to veterans.

4. Repair and maintain its facility located at 125 Hector Garcia Place in downtown Pueblo; replace damaged appliances and pay utilities and other operating expenses during the term of this grant.

C. Budget.

$40,000.00.

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.

2. There is no flexibility on budgets. Line items may be changed only by the City's written concurrence of a budget amendment.

3. 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 quarterly to reflect entries through the closing date for the books (indicate Closing Date on Cost Summary).

4. 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.

5. 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.

6. City auditors will periodically make interim audits and may, upon completion of the Project, make a final audit.

7. 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: July 25, 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 PUEBLO SYMPHONY ASSOCIATION, INC., A COLORADO NONPROFIT CORPORATION, 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 SEVENTY-FIVE THOUSAND DOLLARS ($75,000) 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 Pueblo Symphony Association, Inc., a Colorado nonprofit corporation ("PSA") to provide music education events and programs to Pueblo students ("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 $75,000 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:

The Agreement approved by the attached Ordinance requires PSA to provide the following programs and services:

1. FREE Symphony for Kids (SFK) Concerts: all fourth-grade students in Pueblo County (12 D-70 schools and 22 D-60 schools and 2 magnet schools) shall participate in this project for a total of 2,400 fourth grade students. This project shall be accessible to all Title I schools in both districts. Four (4) back-to-back concerts shall be presented in one day. Students

shall be bused to and from Hoag Recital Hall.

2. Music Literacy Project: This project shall be open to all fourth-grade students, particularly those attending Title 1 schools. Students shall write in 1 of 3 categories and their essays shall be judged by a panel of community leaders. The top three places in each category shall receive cash awards and they shall be presented their awards at the SFK concert in May. Then in the following November, the students, their parents and their school music teacher shall attend the concert at no cost when their winning essays are presented to the public.

3. Adopt a Music Student: This project shall be provided for Middle school students to attend each season concert for FREE with their parents and school music teacher.

4. Workshop, Master Classes, and Mini Concert: This program shall be provided for high school and college students for FREE. The guest artists shall present workshops, master classes or mini concerts in schools and students shall have the opportunity to receive guidance from the guest artists.

5. Free Curtain Call tickets: Subject to space availability, any student presenting a current student ID issued by D-60, D-70, CSU-P or PCC, shall be provided a FREE ticket for any season concert. Parents, guardians or custodians accompanying a minor child, may purchase a ticket for $5.

6. Apprentice Players: Area students shall be given the opportunity to audition to be apprentice players in the Pueblo Symphony Orchestra ("PSO"). Apprentice players who are selected shall be paid an honorarium.

7. Student Performers as Guest Artists with the PSO: Musicians and choir members from local schools shall be given an opportunity to audition to perform with the PSO. If selected, they shall be given the opportunity to work with a professional symphony and a professional conductor.

8. Pueblo Youth Symphony: The Subrecipient shall sponsor the PYSO which shall be instructed by the PSO's Conductor and a String Specialist.

9. Exceptional Students Program: Subrecipient shall use best efforts to bring students with disabilities to the SFK concerts.

10. Internships for Students: Students shall be given the opportunity to work for the PSA. Student interns shall be given the opportunity to work in PSA's music library, office and with the Pueblo Youth Symphony.

FINANCIAL IMPLICATIONS:

PSA will receive $75,000 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 Pueblo Symphony's efforts to provide music education events and programs to Pueblo students.

RECOMMENDATION:

Approval of the Ordinance.

Attachments:
Proposed Ordinance
Proposed Subrecipient Agreement.

ORDINANCE NO. 10237

AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO SIGN A SUBRECIPIENT AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND THE PUEBLO SYMPHONY ASSOCIATION, INC., A COLORADO NONPROFIT CORPORATION, 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 SEVENTY-FIVE THOUSAND DOLLARS ($75,000) 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 the Final Rule, recipients may use Coronavirus Local Fiscal Recovery Funds ("CLFRF") to respond to the COVID-19 public health emergency and the negative economic consequences resulting therefrom; and

WHEREAS, under ARPA Section 603 (c)(1)(A) and (3) and the Final Rule 31 CFR 35.6(b)(7) recipients may use CLFR Funds to award grants to nonprofit organizations that are responding to the negative economic impacts of the COVID-19 public health emergency; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY COUNCIL OF PUEBLO that:

SECTION 1.

The Subrecipient Agreement ("Agreement") dated August 8, 2022, between and the City of Pueblo, a Colorado municipal corporation and the Pueblo Symphony Association, Inc., a Colorado nonprofit corporation, a copy of which is attached hereto, having been approved as to form by the City Attorney, is hereby approved:

SECTION 2.

The Mayor is 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 $75,000 are hereby authorized to be paid from Project No. CI2113 – American Rescue Plan Act, for purposes of providing financial support to the Pueblo Symphony's efforts to provide music education events and programs to Pueblo students, as 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 July 25, 2022.

Final adoption of Ordinance by City Council on August 8, 2022.

_____
President of City Council

Action by the Mayor:

☒ Approved on August 9, 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 8th day of August, 2022, (hereinafter "Effective Date") by and between the City of Pueblo, a Colorado municipal corporation, hereinafter referred to as the "City" and the Pueblo Symphony Association, Inc., a Colorado nonprofit corporation, hereinafter referred to as the "Subrecipient" or "PSA." City and Subrecipient/PSA 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") to respond to the COVID-19 public health emergency and the negative economic consequences resulting therefrom; and

WHEREAS, under ARPA Section 603 (c)(1)(A) and (3) and the Final Rule 31 CFR 35.6(b)(7) recipients may use CLFR Funds to award grants to nonprofit organizations that are responding to the negative economic impacts of the COVID-19 public health emergency; and

WHEREAS, Subrecipient has requested that the City use CLRF Funds to provide music education events and programs to Pueblo students (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 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, the Parties hereto mutually agree as follows:

1. FACTUAL BASIS FOR THE GRANT AWARD

(a) The Pueblo Symphony has been continuously performing concerts in the City for 93 years. In the last 20 years, PSA has collaborated with Pueblo School Districts 60 and 70 and Colorado State University-Pueblo (hereinafter "CSU-P") on various musical events and programs.

(b) Subrecipient could not present its largest music education program, Symphony for Kids (hereinafter "SFK") because the Covid-19 pandemic. PSA's music education programs are provided FREE to Pueblo students. The SFK concerts alone are presented to all fourth-grade students in Pueblo County for a total of 2,400 students. Those students are bused to the CSU-P campus and 4 concerts are presented during one day to accommodate all of them. Adequate funding is needed to provide 10 music education programs to elementary, middle school, high school, and college level students in the community.

(c) Subrecipient experienced a dramatic loss of income as a result of the Covid-19 pandemic:

Pre-COVID (2019-2020) Total Income	COVID (2020-2021) Total Income
$296,550.00	$177,600.00

(d) Subrecipient has been providing music education events and programs since 2001. PSA started with 3 programs and has expanded its services to 10 programs. With ARPA funds, all programs will be available to Pueblo students at no cost.

2. SERVICES; RESPONSIBILITIES OF SUBRECIPIENT

(a) Prior to receiving ARPA funds under this Agreement, Subrecipient is required to provide the City with the following information and documentation:

1. Federal SAM Unique Entity ID;
2. City Sales Tax License;
3. State Sales Tax License;
4. IRS designation as a 501(c)(3) nonprofit entity; and
5. Certificate of Good Standing from the Office of the Secretary of State.

(b) 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.

(c) 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 Seventy-Five Thousand Dollars (U.S. $75,000). Payment will be made 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 Effective Date set forth above to December 31, 2024 unless 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 AND 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) During the term of the Project, Subrecipient shall maintain Workers' Compensation Insurance complying with statutory requirements in Colorado.

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 does 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. SEVERABILITY. 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.

ATTEST:

CITY OF PUEBLO
A COLORADO MUNICIPAL
CORPORATION

_____
City Clerk

By_____
Nicholas A Gradisar, Mayor

[S E A L]

Subrecipient:
PUEBLO SYMPHONY ASSOCIATION INC.
A COLORADO NONPROFIT CORPORATION

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

The Subrecipient will be responsible for administering the Project. The Subrecipient will administer all tasks encompassed in the aforesaid Project in compliance with all applicable federal, state and local rules and regulations governing the Project, in a manner satisfactory to the City.

The components of the Subrecipient's work plan under this Agreement shall be as follows:

1. FREE Symphony for Kids (SFK) Concerts: all fourth-grade students in Pueblo County (12 D-70 schools and 22 D-60 schools and 2 magnet schools) shall participate in this project for a total of 2,400 fourth grade students. This project shall be accessible to all Title I schools in both districts. Four (4) back-to-back concerts shall be presented in one day. Students shall be bused to and from Hoag Recital Hall.

2. Music Literacy Project: This project shall be open to all fourth-grade students, particularly those attending Title 1 schools. Students shall write in 1 of 3 categories and their essays shall be judged by a panel of community leaders. The top three places in each category shall receive cash awards and they shall be presented their awards at the SFK concert in May. Then in the following November, the students, their parents and their school music teacher shall attend the concert at no cost when their winning essays are presented to the public.

3. Adopt a Music Student: This project shall be provided for Middle school students to attend each season concert for FREE with their parents and school music teacher.

4. Workshop, Master Classes, and Mini Concert: This program shall be provided for high school and college students for FREE. The guest artists shall present workshops, master classes or mini concerts in schools and students shall have the opportunity to receive guidance from the guest artists.

5. Free Curtain Call tickets: Subject to space availability, any student presenting a current student ID issued by D-60, D-70, CSU-P or PCC, shall be provided a FREE ticket for any season concert. Parents, guardians or custodians accompanying a minor child, may purchase a ticket for $5.

6. Apprentice Players: Area students shall be given the opportunity to audition to be apprentice players in the Pueblo Symphony Orchestra ("PSO"). Apprentice players who are selected shall be paid an honorarium.

7. Student Performers as Guest Artists with the PSO: Musicians and choir members from local schools shall be given an opportunity to audition to perform with the PSO. If selected, they shall be given the opportunity to work with a professional symphony and a professional conductor.

8. Pueblo Youth Symphony: The Subrecipient shall sponsor the PYSO which shall be instructed by the PSO's Conductor and a String Specialist.

9. Exceptional Students Program: Subrecipient shall use best efforts to bring students with disabilities to the SFK concerts.

10. Internships for Students: Students shall be given the opportunity to work for the PSA. Student interns shall be given the opportunity to work in PSA's music library, office and with the Pueblo Youth Symphony.

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: July 25, 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 SENIOR RESOURCE DEVELOPMENT AGENCY, PUEBLO, INC., A COLORADO NONPROFIT CORPORATION, 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 EIGHTY-THREE THOUSAND SEVEN HUNDRED NINETY-ONE DOLLARS ($83,791) 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 Senior Resource Development Agency, Pueblo, Inc., a Colorado nonprofit corporation ("SRDA") to purchase an eleven (11) passenger vehicle that can accommodate three (3) wheelchairs (hereinafter "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 $83,791 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:

The Agreement approved by the attached Ordinance requires SRDA to:

1. Purchase of one (1) eleven (11) passenger vehicle that can accommodate three (3) wheelchairs.

2. The vehicle shall be used in the transportation of seniors and disabled individuals in the City of Pueblo and Pueblo County. The vehicle shall provide transportation to medical appointments, grocery shopping, congregate meal-sites, center-related trips, for exercise, games and socialization.

3. The vehicle shall be used to provide service to individuals who are not able to access the buses that Pueblo Transit operates and don't qualify to use the Citi-lift program and for individuals in the small urbanized and rural areas where there are no other transportation services available to them.

4. SRDA Transportation shall operate the vans Monday through Friday 8:00 a.m. – 5:00 p.m. in the city and small urbanized areas of Pueblo West, Blende Mesa area and 8:00 a.m. – 6:30 p.m. Monday through Friday in the rural areas of Avondale, Boone, Colorado City, Rye and Beulah.

FINANCIAL IMPLICATIONS:

SRDA will receive $83,791 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 purchase of a new multi-passenger van by SRDA.

RECOMMENDATION:

Approval of the Ordinance

Attachments:
Proposed Ordinance
Proposed Subrecipient Agreement

ORDINANCE NO. 10238

AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO SIGN A SUBRECIPIENT AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND THE SENIOR RESOURCE DEVELOPMENT AGENCY, PUEBLO, INC., A COLORADO NONPROFIT CORPORATION, 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 EIGHTY-THREE THOUSAND SEVEN HUNDRED NINETY-ONE DOLLARS ($83,791) 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 the Final Rule, recipients may use Coronavirus Local Fiscal Recovery Funds (“CLFRF”) to respond to the COVID-19 public health emergency and the negative economic consequences resulting therefrom; and

WHEREAS, under ARPA Section 603 (c)(1)(A) and (3) and the Final Rule 31 CFR 35.6(b)(7) recipients may use CLFR Funds to award grants to nonprofit organizations that are responding to the negative economic impacts of the COVID-19 public health emergency; and NOW, THEREFORE,

BE IT ORDAINED BY THE CITY COUNCIL OF PUEBLO that:

SECTION 1.

The Subrecipient Agreement (“Agreement”) dated August 8, 2022, between the City of Pueblo, a Colorado municipal corporation and the Senior Resource Development Agency, Pueblo, Inc., a Colorado nonprofit corporation, a copy of which is attached hereto, having been approved as to form by the City Attorney, is hereby approved:

SECTION 2.

The Mayor is 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 $83,791 are hereby authorized to be paid from Project No. CI2113 – American Rescue Plan Act, for the purchase of one (1) eleven (11) passenger vehicle that can accommodate three (3) wheelchairs, as 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 July 25, 2022.

Final adoption of Ordinance by City Council on August 8, 2022.

_____

President of City Council

Action by the Mayor:

☒ Approved on August 9, 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 8th day of August, 2022, (hereinafter "Effective Date") by and between the City of Pueblo, a Colorado municipal corporation, hereinafter referred to as the "City" and the Senior Resource Development Agency, Pueblo, Inc., Inc., a Colorado nonprofit corporation, hereinafter referred to as the "Subrecipient" or "SRDA." City and Subrecipient/SRDA 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") to respond to the COVID-19 public health emergency and the negative economic consequences resulting therefrom; and

WHEREAS, under ARPA Section 603 (c)(1)(A) and the Final Rule 31 CFR 35.6(b)(7) and (12) recipients may provide CLFR Funds to programs or services to at-risk senior citizens and disproportionately impacted communities; and

WHEREAS, under ARPA Section 603 (c)(1)(A) and (3) and the Final Rule 31 CFR 35.6(b)(7) recipients may use CLFR Funds to award grants to nonprofit organizations that are responding to the negative economic impacts of the COVID-19 public health emergency; and

WHEREAS, Subrecipient has requested that the City use CLRF Funds to enable SRDA to purchase an eleven (11) passenger vehicle that can accommodate three (3) wheelchairs (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 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, the Parties hereto mutually agree as follows:

1. FACTUAL BASIS FOR THE GRANT AWARD

(a) The COVID-19 pandemic has had an especially devastating impact on the City of Pueblo's senior citizens. People over 65 have endured much higher rates of hospitalization and death as a result of the virus. Mental health consequences have been commensurate with physical illnesses. Due to the "lock downs" and social distancing required by public health orders, isolation, loneliness and depression have reached emergency levels for Pueblo's seniors.

(b) Subrecipient's demand for nutrition services rose over 15% over 2019 and the Subrecipient is on track for 2022 to almost double the number of meals served to seniors. As the pandemic drags on so does the need for food and socialization.

(c) A new multi-passenger vehicle is needed for the transportation of seniors and disabled persons in the City of Pueblo and Pueblo County. The vehicle will provide transportation to medical appointments, grocery shopping, congregate meal-site venues, center-related trips for exercise, art classes, games and socialization. The vehicle would help provide service to individuals who are not able to access the buses that Pueblo Transit operates and don't qualify to use the Citi-lift program and for individuals in the small urbanized and rural areas where there are no other transportation services available to them, except for the taxi service which is very expensive, especially when passengers are on a fixed income.

(d) SRDA Transportation is a specialized demand response, curb-to-curb transportation service for seniors and persons with disabilities within the City of Pueblo and Pueblo County.

(e) SRDA Transportation conducts customer satisfaction surveys. Survey results indicated that 69% of the clients would put off medical appointments if SRDA Transportation was not available. 89% of the clients said that their health condition was better because they were able to use SRDA Transportation for medical appointments. 94% said having the service received through SRDA Transportation helped them keep or improved their independence.

(f) 2020 was a difficult year because of COVID-19. Agencies, workplaces, and offices were being closed. In 2020, SRDA Transportation was still able to provide 16,326 one-way trips to 539 unduplicated clients to medical appointments, work and grocery shopping. In the City, SRDA provided 6,726 one-way trips to 398 unduplicated clients; in the small urbanized areas SRDA provided 4,794 one-way trips to 107 unduplicated clients and SRDA provided 4,806 one-way trips to 34 unduplicated clients in the rural areas,

2. SERVICES; RESPONSIBILITIES OF SUBRECIPIENT

(a) Prior to receiving ARPA funds under this Agreement, Subrecipient is required to provide the City with the following information and documentation:

1. Federal SAM Unique Entity ID;
2. City Sales Tax License;
3. State Sales Tax License;
4. IRS designation as a 501(c)(3) nonprofit entity; and
5. Certificate of Good Standing from the Office of the Secretary of State.

(b) 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.

(c) 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 Eighty-Three Thousand Seven Hundred Ninety-One Dollars (U.S. $83,791.00). Payment will be made 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 Effective Date set forth above to December 31, 2023 unless sooner terminated as herein provided.

(b) The term of this Agreement shall be from the Effective Date set forth above to December 31, 2023 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 AND 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).

(a) 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 does 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. SEVERABILITY. 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.

ATTEST:

CITY OF PUEBLO
A COLORADO MUNICIPAL
CORPORATION

_____
City Clerk

By_____
Nicholas A Gradisar, Mayor

[S E A L]

SENIOR RESOURCE DEVELOPMENT
AGENCY, PUEBLO, INC.
A COLORADO NONPROFIT
CORPORATION

ATTEST:

By_____
Signature

By_____
Signature

Name_____

Name_____

Title_____

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

The Subrecipient will be responsible for administering the Project. The Subrecipient will administer all tasks encompassed in the aforesaid Project in compliance with all applicable federal, state and local rules and regulations governing the Project, in a manner satisfactory to the City.

The components of the Subrecipient's work plan under this Agreement shall be as follows:

1. Purchase of one (1) eleven (11) passenger vehicle that can accommodate three (3) wheelchairs.

2. The vehicle shall be used in the transportation of seniors and disabled individuals in the City of Pueblo and Pueblo County. The vehicle shall provide transportation to medical appointments, grocery shopping, congregate meal-sites, center-related trips, for exercise, games and socialization.

3. The vehicle shall be used to provide service to individuals who are not able to access the buses that Pueblo Transit operates and don't qualify to use the Citi-lift program and for individuals in the small urbanized and rural areas where there are no other transportation services available to them.

4. SRDA Transportation shall operate the vans Monday through Friday 8:00 a.m. – 5:00 p.m. in the city and small urbanized areas of Pueblo West, Blende Mesa area and 8:00 a.m. – 6:30 p.m. Monday through Friday in the rural areas of Avondale, Boone, Colorado City, Rye and Beulah.

C. Budget

$83,791.00

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.

2. There is no flexibility on budgets. Line items may be changed only by the City's written concurrence of a budget amendment.

3. 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 quarterly to reflect entries through the closing date for the books (indicate Closing Date on Cost Summary).

4. 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.

5. 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.

6. City auditors will periodically make interim audits and may, upon completion of the Project, make a final audit.

7. 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: July 25, 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 COLORADO MISSION OF MERCY, INC., A COLORADO NONPROFIT CORPORATION, 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 TEN THOUSAND DOLLARS ($10,000.00) 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 Colorado Mission of Mercy, Inc., a Colorado nonprofit corporation ("COMOM") to provide a free two-day dental clinic in the City of Pueblo on Friday, September 30, 2022 and Saturday, October 1, 2022 (hereinafter "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 $10,000.00 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:

The Agreement approved by the attached Ordinance requires CMOM to provide the following programs and services:

On Friday, September 30, 2022 and Saturday, October 1, 2022, at a location in the City of Pueblo, COMOM shall open and conduct a free dental clinic to individuals on a "first come, first served" basis. COMOM shall provide dental services to individuals of all ages who cannot afford dental care, with the goal of eliminating dental pain, promoting oral health and providing oral health education.

Dental services shall be provided to any person on a “no questions asked” basis. Patients shall be evaluated and treated based on their most urgent dental needs. Patients shall be provided dental treatments such as cleanings, fillings, root canals and extractions and oral health education.

COMOM shall provide these dental and oral health education services at no cost to patients.

FINANCIAL IMPLICATIONS:

COMOM will receive $10,000.00 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 free dental clinic.

RECOMMENDATION:

Approval of the Ordinance.

Attachments:
Proposed Ordinance
Proposed Subrecipient Agreement.

ORDINANCE NO. 10239

AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO SIGN A SUBRECIPIENT AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND THE COLORADO MISSION OF MERCY, INC., A COLORADO NONPROFIT CORPORATION, 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 TEN THOUSAND DOLLARS ($10,000.00) 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 the Final Rule, recipients may use Coronavirus Local Fiscal Recovery Funds ("CLFRF") to respond to the COVID-19 public health emergency and the negative economic consequences resulting therefrom; and

WHEREAS, under ARPA Section 603 (c)(1)(A) and (3) and the Final Rule 31 CFR 35.6(b)(7) recipients may use CLFR Funds to award grants to nonprofit organizations that are responding to the negative economic impacts of the COVID-19 public health emergency; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY COUNCIL OF PUEBLO that:

SECTION 1.

The Subrecipient Agreement ("Agreement") dated August 8, 2022, between and the City of Pueblo, a Colorado municipal corporation and the Colorado Mission of Mercy, Inc., a Colorado nonprofit corporation, a copy of which is attached hereto, having been approved as to form by the City Attorney, is hereby approved

SECTION 2.

The Mayor is 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 $10,000.00 are hereby authorized to be paid from Project No. CI2113 – American Rescue Plan Act, for purposes of providing financial support to the free two-day dental clinic in the City of Pueblo on Friday, September 30, 2022 and Saturday, October 1, 2022, as 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 July 25, 2022.

Final adoption of Ordinance by City Council on August 8, 2022.

_____
President of City Council

Action by the Mayor:

☒ Approved on August 9, 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 8th day of August, 2022, (hereinafter "Effective Date") by and between the City of Pueblo, a Colorado municipal corporation, hereinafter referred to as the "City" and the Colorado Mission of Mercy, Inc., a Colorado nonprofit corporation, hereinafter referred to as the "Subrecipient" or "COMOM" City and Subrecipient/COMOM 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") to respond to the COVID-19 public health emergency and the negative economic consequences resulting therefrom; and

WHEREAS, under ARPA Section 603 (c)(1)(A) and (3) and the Final Rule 31 CFR 35.6(b)(7) recipients may use CLFR Funds to award grants to nonprofit organizations that are responding to the negative economic impacts of the COVID-19 public health emergency; and

WHEREAS, Subrecipient has requested that the City use CLRF Funds to provide a free two-day dental clinic in the City of Pueblo on Friday, September 30, 2022 and Saturday, October 1, 2022 (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 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, the Parties hereto mutually agree as follows:

1. FACTUAL BASIS FOR THE GRANT AWARD

(a) COMOM's mission is to provide quality dental services, at no cost, to individuals of all ages who cannot afford dental care, with the goal of eliminating dental pain, promoting oral health, creating smiles and providing oral health education. Since its inception in 2007, COMOM has served 17,000 patients and provided more than $15 million in donated dental care.

(b) Dental services are provided to any person on a "no questions asked" basis. Patients are evaluated and treated based on their most urgent dental needs. Patients are afforded dental treatments such as cleanings, fillings, root canals and extractions.

(c) COMOM provides these dental services at no cost to patients.

2. SERVICES; RESPONSIBILITIES OF SUBRECIPIENT

(a) Prior to receiving ARPA funds under this Agreement, Subrecipient is required to provide the City with the following information and documentation:

1. Federal SAM Unique Entity ID;
2. City Sales Tax License;
3. State Sales Tax License;
4. IRS designation as a 501(c)(3) nonprofit entity; and
5. Certificate of Good Standing from the Office of the Secretary of State.

(b) 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.

(c) 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 Ten Thousand Dollars (U.S. $10,000). Payment will be made 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 Effective Date set forth above to December 31, 2022 unless sooner terminated as herein provided.

(b) The term of this Agreement shall be from the Effective Date set forth above to December 31, 2022 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

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.

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 does 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. SEVERABILITY. 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.

ATTEST:

CITY OF PUEBLO
A COLORADO MUNICIPAL
CORPORATION

_____
City Clerk

By_____
Nicholas A Gradisar, Mayor

[S E A L]

Subrecipient:

COLORADO MISSION OF MERCY, INC.
A COLORADO NONPROFIT
CORPORATION

ATTEST:

By_____
Signature

Name_____

Title_____

By P. Dinkfelt
Signature

Name Pam Dinkfelt, PhD

Title COMOM Executive Director

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

The Subrecipient will be responsible for administering the Project. The Subrecipient will administer all tasks encompassed in the aforesaid Project in compliance with all applicable federal, state and local rules and regulations governing the Project, in a manner satisfactory to the City.

The components of the Subrecipient's work plan under this Agreement shall be as follows:

On Friday, September 30, 2022 and Saturday, October 1, 2022, at a location in the City of Pueblo, COMOM shall open and conduct a free dental clinic to individuals on a "first come, first served" basis. COMOM shall provide dental services to individuals of all ages who cannot afford dental care, with the goal of eliminating dental pain, promoting oral health and providing oral health education.

Dental services shall be provided to any person on a "no questions asked" basis. Patients shall be evaluated and treated based on their most urgent dental needs. Patients shall be provided dental treatments such as cleanings, fillings, root canals and extractions and dental health education.

COMOM shall provide these dental services at no cost to patients.

C. Budget:

$10,000.00

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.

2. There is no flexibility on budgets. Line items may be changed only by the City's written concurrence of a budget amendment.

3. 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 quarterly to reflect entries through the closing date for the books (indicate Closing Date on Cost Summary).

4. 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.

5. 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.

6. City auditors will periodically make interim audits and may, upon completion of the Project, make a final audit.

7. 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 July 18, 2022.

By: P. Dinkfelt

Name: Pam Dinkfelt, PhD

Title: COMOM Executive Director

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: July 25, 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 HABITAT FOR HUMANITY OF PUEBLO, INC., A COLORADO NONPROFIT CORPORATION, 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 THREE HUNDRED THOUSAND DOLLARS ($300,000) 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 Habitat for Humanity of Pueblo, Inc., a Colorado nonprofit corporation ("Habitat") to construct an owner-build single family home or duplex in the City of Pueblo (hereinafter "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 $300,000 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:

The Agreement approved by the attached Ordinance requires Habitat to construct one (1) owner-build, single-family home in the City of Pueblo for members of the Pueblo community who were "disproportionately impacted" by the COVID-19 pandemic. The home must be built in a Qualified Census Tract and must be purchased by low-income individual(s) who qualify for federal anti-poverty programs. Habitat Pueblo is required to target individuals and families that fall in the 50 – 80% Area Median Income (AMI) limit as set by HUD for Pueblo County. Subrecipient is authorized to build or renovate a 3 bedroom, 2 bath, 1,300 sq. ft. ranch style

home. Habitat Pueblo is also authorized to build or renovate a duplex, with each unit consisting of 2 bedroom, 1 ½ bath home.

FINANCIAL IMPLICATIONS:

Habitat will receive $300,000.00 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 construction of an owner-build single family home or duplex in the City.

RECOMMENDATION:

Approval of the Ordinance

Attachments:
Proposed Ordinance
Proposed Subrecipient Agreement.

ORDINANCE NO. 10240

AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO SIGN A SUBRECIPIENT AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND HABITAT FOR HUMANITY OF PUEBLO, INC., A COLORADO NONPROFIT CORPORATION, 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 THREE HUNDRED THOUSAND DOLLARS ($300,000) FROM PROJECT NO. CI-2113 - 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 the Final Rule, recipients may use Coronavirus Local Fiscal Recovery Funds (“CLFRF”) to respond to the COVID-19 public health emergency and the negative economic consequences resulting therefrom; and

WHEREAS, under ARPA Section 603 (c)(1)(A) and (3) and the Final Rule 31 CFR 35.6(b)(7) recipients may use CLFR Funds to award grants to nonprofit organizations that are responding to the negative economic impacts of the COVID-19 public health emergency; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY COUNCIL OF PUEBLO that:

SECTION 1.

The Subrecipient Agreement ("Agreement") dated August 8, 2022, between the City of Pueblo, a Colorado municipal corporation and Habitat for Humanity of Pueblo, Inc., a Colorado nonprofit corporation, a copy of which is attached hereto, having been approved as to form by the City Attorney, is hereby approved:

SECTION 2.

The Mayor is 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 $300,000 are hereby authorized to be paid from Project No. CI2113 – American Rescue Plan Act, for purposes of constructing an owner-build single family home or duplex in the City, as 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 July 25, 2022.

Final adoption of Ordinance by City Council on August 8, 2022.

_____
President of City Council

Action by the Mayor:

☒ Approved on August 9, 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 8th day of August, 2022, (hereinafter "Effective Date") by and between the City of Pueblo, a Colorado municipal corporation, hereinafter referred to as the "City" and Habitat for Humanity of Pueblo, Inc., a Colorado nonprofit corporation, hereinafter referred to as the "Subrecipient" or "Habitat." City and Subrecipient/Habitat 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") to respond to the COVID-19 public health emergency and the negative economic consequences resulting therefrom; and

WHEREAS, under ARPA Section 603 (c)(1)(A) and (3) and the Final Rule 31 CFR 35.6(b)(7) recipients may use CLFR Funds to award grants to nonprofit organizations that are responding to the negative economic impacts of the COVID-19 public health emergency; and

WHEREAS, Subrecipient has requested that the City use CLRF Funds to construct an owner-build single family home or duplex in the City of Pueblo (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 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, the Parties hereto mutually agree as follows:

1. FACTUAL BASIS FOR THE GRANT AWARD

(a) Founded in 1989, Habitat for Humanity of Pueblo, Inc. has built or renovated a total of 39 homes for low - income families to achieve homeownership, build wealth through equity and develop pride of ownership.

(b) Primarily due to the pandemic, Habitat's construction program has faltered and now Habitat needs a capital investment to re-start the program. In the past the Habitat ReStore generated funds to seed construction projects and provide cash flow for construction salaries during the building process. The pandemic forced the closure of the ReStore for over a month. It re-opened by appointment only for several months, but with drastically reduced sales. Once the construction program is again operational, it will be self-sustaining as it was previously.

(c) Volunteers assist with staffing Subrecipient's store and learn skills that increase the odds of being hired into the workforce. Habitat's community partners such as SER Jobs for Progress National, Inc.; Catholic Charities' ReHire Colorado; Pueblo Diversified Industries: Pueblo Workforce Center; and Pueblo County Intervention Program place these unemployed or under-employed individuals with the Subrecipient. As Habitat's construction program rebuilds, it can provide more opportunities for these volunteers to learn marketable job skills.

(d) Steps to restart the construction program and strengthen the ReStore operations have led to the same "brick wall" question: Where does the initial money come from to resume building homes? Subrecipient is requesting funds to restart its construction program.

(e) The owner-build construction program is the cornerstone of Habitat's mission. The requested funding would enable Habitat to overcome what has proven to be an extremely difficult obstacle to re-building its construction program. Subrecipient needs seed capital to restart the program and carry it through the risky initial phases until it can again become self-sustaining as it has been in the past.

(f) Habitat owns suitable lots and has identified other potential building sites. Habitat has a dedicated, experienced board. Subrecipient has the infrastructure in place to attract and manage volunteers. The missing piece is the funding. The ARPA grant funds would bring these currently unused or underused resources together to create meaningful benefits to the employees hired by Habitat, to the volunteers who learn new skills in its programs, to Subrecipient's partners who seek placement for their volunteers and for the families who will benefit far into the future, for generations

(g) Habitat is considering building on its current vacant lots and has identified several possibilities for future build sites with assistance from the City of Pueblo and NeighborWorks Southern Colorado with whom Subrecipient has collaborated in the past. In addition, Subrecipient desires to partner again with District 60's construction program to provide trade and construction experience to local students.

(h) The Project will result in a minimum of one (1) owner-build home or duplex over a period of three years. During that time, the Habitat will use the ARPA funds to rebuild a self-sustaining construction program that will continue to pay dividends to Pueblo residents for years to come, achieved by recycling proceeds from the sale of the newly-built homes.

2. SERVICES; RESPONSIBILITIES OF SUBRECIPIENT

(a) Prior to receiving ARPA funds under this Agreement, Subrecipient is required to provide the City with the following information and documentation:

1. Federal SAM Unique Entity ID;
2. City Sales Tax License;
3. State Sales Tax License;
4. IRS designation as a 501(c)(3) nonprofit entity; and
5. Certificate of Good Standing from the Office of the Secretary of State.

(b) 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.

(c) 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 Three Hundred Thousand Dollars (U.S. $300,000). The grant funds shall not be distributed in a lump sum. Subrecipient shall provide the City with draw packages for the costs and expenses to construct the owner-built home or duplex, including construction materials, labor costs, payments to a general contractor and subcontractors and all other construction-related expenses.

(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 Effective Date set forth above to December 31, 2024 unless 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).

(a) The minimum insurance coverage which Subrecipient shall obtain and keep in force is Comprehensive General 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.

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 does 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. SEVERABILITY. 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.

ATTEST:

CITY OF PUEBLO
A COLORADO MUNICIPAL
CORPORATION

_____
City Clerk

By_____
Nicholas A Gradisar, Mayor

[S E A L]

Subrecipient:

HABITAT FOR HUMANITY OF PUEBLO, INC. A COLORADO NONPROFIT CORPORATION

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

The Subrecipient will be responsible for administering the Project. The Subrecipient will administer all tasks encompassed in the aforesaid Project in compliance with all applicable federal, state and local rules and regulations governing the Project, in a manner satisfactory to the City.

The components of the Subrecipient's work plan under this Agreement shall be as follows:

Construct one (1) owner-build, single-family home in the City of Pueblo for members of the Pueblo community who were "disproportionately impacted" by the COVID-19 pandemic. The home must be built in a Qualified Census Tract and must be purchased by low-income individual(s) who qualify for federal anti-poverty programs. Habitat Pueblo shall target individuals and families that fall in the 50 – 80% Area Median Income (AMI) limit as set by HUD for Pueblo County. Subrecipient is authorized to build or renovate a 3 bedroom, 2 bath, 1,300 sq. ft. ranch style home. Habitat Pueblo is also authorized to build or renovate a duplex, with each unit consisting of 2 bedroom, 1 ½ bath home.

C. Budget

$300,000.00.

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.

2. There is no flexibility on budgets. Line items may be changed only by the City's written concurrence of a budget amendment.

3. 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 quarterly to reflect entries through the closing date for the books (indicate Closing Date on Cost Summary).

4. 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.

5. 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.

6. City auditors will periodically make interim audits and may, upon completion of the Project, make a final audit.

7. 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: July 25, 2022

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Greg Pedroza, Director of Aviation

SUBJECT: AN ORDINANCE APPROVING AND ACCEPTING AIRPORT IMPROVEMENT PROGRAM (AIP) GRANT AGREEMENT NO. 3-08-0046-046-2022 FROM THE UNITED STATES OF AMERICA ACTING THROUGH THE FEDERAL AVIATION ADMINISTRATION FOR FUNDS IN THE AMOUNT OF $336,672 FOR COSTS RELATED TO SNOW REMOVAL EQUIPMENT ACQUISITION FOR THE PUEBLO MEMORIAL AIRPORT, AUTHORIZING THE MAYOR TO EXECUTE SAME, BUDGETING AND APPROPRIATING $345,533 TO PROJECT NO. AP2201, AWARDING THE EQUIPMENT PURCHASE TO WAUSAU EQUIPMENT COMPANY, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

SUMMARY:

This Ordinance will approve and accept an Airport Improvement Program (AIP) grant agreement from the United States of America acting through the Federal Aviation Administration (FAA) to provide funding for costs related to snow removal equipment acquisition for the Pueblo Memorial Airport. It also awards the equipment purchase to Wausau Equipment Company.

PREVIOUS COUNCIL ACTION:

Ordinance No. 10108 approved by City Council on February 14, 2022, established Project No. AP2201 and awarded a contract to Dibble and Associates Consulting Engineers, Inc., to conduct the acquisition per FAA requirements.

BACKGROUND:

Through processes outlined by the FAA and in accordance with the Capital Improvement Project (CIP) schedule, the Pueblo Memorial Airport is in need of a new piece of Snow Removal Equipment (SRE) to continue to provide safe and efficient airport operations for all users. The FAA has designated Entitlement Funds from passenger enplanements for this purchase.

Dibble and Associates Consulting Engineers, Inc., on the behalf of the City, designed parameters per FAA requirements for snow removal equipment and received bids from potential vendors in accordance with the City's procurement policies and procedures. Of the bids received for Project 22-034 – High-Speed Multi-Tasking Equipment (MTE) Carrier Vehicle with

Snowplow, the proposal from Wausau Equipment for $331,037.00 was the lowest of those bids determined to be responsive.

FINANCIAL IMPLICATIONS:

The total project cost, including consulting services, is $354,392.00. The FAA AIP Grant is for $336,672.00 (95%). The Colorado Department of Transportation (CDOT) approved grant amount is $8,859.00 (2.5%), which will be accepted, budgeted, and appropriated in a later ordinance. The City's match is $8,861.00 (2.5%). Matching funds will be transferred from the Airport's Passenger Facility Charges Account.

The City appropriated $21,355.00 to fund the engineering consulting under Ordinance No. 10108. Ninety-five percent of these funds will be reimbursed by the grant.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

If this Ordinance is not approved, the grant will not be accepted from the federal government and project will not occur.

RECOMMENDATION:

Approve the Ordinance.

Attachments:
Ordinance
AIP Grant Agreement
Grant Certification Memo
Bid Summary
FAA Concurrence in Award Letter

ORDINANCE NO. 10241

AN ORDINANCE APPROVING AND ACCEPTING AIRPORT IMPROVEMENT PROGRAM (AIP) GRANT AGREEMENT NO. 3-08-0046-046-2022 FROM THE UNITED STATES OF AMERICA ACTING THROUGH THE FEDERAL AVIATION ADMINISTRATION FOR FUNDS IN THE AMOUNT OF $336,672 FOR COSTS RELATED TO SNOW REMOVAL EQUIPMENT ACQUISITION FOR THE PUEBLO MEMORIAL AIRPORT, AUTHORIZING THE MAYOR TO EXECUTE SAME, BUDGETING AND APPROPRIATING $345,533 TO PROJECT NO. AP2201, AWARDING THE EQUIPMENT PURCHASE TO WAUSAU EQUIPMENT COMPANY, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

WHEREAS, the City of Pueblo has received a Grant Agreement from the Federal Aviation Administration (FAA) for costs related to snow removal equipment acquisition for the Pueblo Memorial Airport; and,

WHEREAS, the funds from this grant need to be budgeted and appropriated into Snow Removal Equipment (SRE) Project No. AP2201; and,

WHEREAS, the proposal of Wausau Equipment Company of Fond du Lac, Wisconsin 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. 22-034 to be performed; NOW, THEREFORE,

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

SECTION 1.

The Federal Aviation Administration Grant Agreement No. 3-08-0046-046-2022 (“Grant Agreement”), 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 United States of America through the Federal Aviation Administration (“FAA”), making available $336,672.00 in federal funds for costs related to snow removal equipment acquisition for the Pueblo Memorial Airport, after having been approved as to form by the City Attorney, is here by accepted and approved.

SECTION 2.

The Mayor is hereby authorized to execute the Grant Agreement in the name and on behalf of the City of Pueblo, where the Mayor may execute the Grant Agreement by electronic signature and such electronic signature shall be attributable to the Mayor and the City of Pueblo.

SECTION 3.

Funds in the amount of $336,672.00 shall be accepted pursuant to the Grant Agreement and budgeted and appropriated to the Snow Removal Equipment (SRE) Project No. AP2201.

SECTION 4.

Matching funds in the amount of $8,861.00 shall be transferred from the Passenger Facility Charges Account to Project No. AP2201 - Snow Removal Equipment (SRE).

SECTION 5.

City Council authorizes the purchase of snow removal equipment from Wausau Equipment Company in the amount of $331,037.00, and the Purchasing Agent may execute any required documents for said purchase.

SECTION 6.

Pursuant to the Grant Agreement, the FAA may make unilateral amendments to the grant terms and its obligation thereunder, including the increasing or decreasing of its grant obligation. In accordance therewith, such amendments shall be effective without the need for an additional ordinance or other action by City Council. Should the FAA increase the maximum grant obligation, said funds shall be automatically budgeted and appropriated to Project No. AP2201 - Snow Removal Equipment (SRE) without the need for further action.

SECTION 7.

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

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 July 25, 2022.

Final adoption of Ordinance by City Council on August 8, 2022.

_____
President of City Council

Action by the Mayor:

☒ Approved on August 9, 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

U.S. Department
of Transportation
Federal Aviation
Administration

Airports Division
Northwest Mountain Region
Colorado, Utah, Wyoming

Denver Airports District Office
26805 E. 68th Ave., Suite 224
Denver, Colorado 80249

July 11, 2022

The Honorable Nicholas A. Gradisar
Mayor, City of Pueblo
1 City Hall Place
Pueblo, Colorado 81003

Dear Mayor Gradisar:

The Grant Offer for Airport Improvement Program (AIP) Project No. 3-08-0046-046-2022 at the Pueblo Memorial Airport is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the grant offer carefully.

You may not make any modification to the text, terms or conditions of the grant offer.

***Steps You Must Take to Enter Into Agreement*.** To properly enter into this agreement, you must do the following:

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor's authorized representative(s) (hereinafter "authorized representative").
2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
3. Once the authorized representative has electronically signed the grant, the sponsor's attorney(s) will automatically receive an email notification.
4. On the **same day or after** the authorized representative has signed the grant, the sponsor's attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.
5. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized no later than **August 30 2022**.
6. The fully executed grant will then be automatically sent to all parties as an email attachment.

***Payment*.** Subject to the requirements in 2 CFR § 200.305 (Federal Payment), each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

***Project Timing*.** The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date (1,460 days from the grant execution date). We will be monitoring your progress to ensure proper stewardship of these Federal funds. We expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress. Your grant may be placed in "inactive" status if you do not make draws on a regular basis, which will affect your ability to receive future grant offers. Costs incurred after the

Period of Performance ends are generally not allowable and will be rejected unless authorized by the FAA in advance.

***Reporting*.** Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- For all grants, you must submit by December 31st of each year this grant is open:
  1. A signed/dated SF-270 (Request for Advance or Reimbursement for non-construction projects) or SF-271 or equivalent (Outlay Report and Request for Reimbursement for Construction Programs), and
  2. An SF-425 (Federal Financial Report).
- For non-construction projects, you must submit FAA Form 5100-140, Performance Report within 30 days of the end of the Federal fiscal year.
- For construction projects, you must submit FAA Form 5370-1, Construction Progress and Inspection Report, within 30 days of the end of each Federal fiscal quarter.

***Audit Requirements*.** As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR part 200. Subpart F requires non-Federal entities that expend $750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to ensure your organization will comply with applicable audit requirements and standards.

***Closeout*.** Once the project(s) is completed and all costs are determined, we ask that you work with your FAA contact indicated below to close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

***FAA Contact Information*.** Ron Niehoff is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein. If you should have any questions, please contact Ron Niehoff at (303) 342-1255.

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,

Marc Miller
Acting Manager, Denver Airports District Office

U.S. Department of Transportation Federal Aviation Administration

FAA Airport Improvement Program (AIP)

GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date	July 11, 2022
Airport/Planning Area	Pueblo Memorial Airport
FY2022 AIP Grant Number	3-08-0046-046-2022 [Contract No. DOT-FA22NM-1045]
Unique Entity Identifier	NJK3BNUDRHJ7

TO: City of Pueblo, Colorado

(herein called the "Sponsor") (For Co-Sponsors, list all Co-Sponsor names. The word "Sponsor" in this Grant Agreement also applies to a Co-Sponsor.)

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated January 4, 2022, for a grant of Federal funds for a project at or associated with the Pueblo Memorial Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Pueblo Memorial Airport (herein called the "Project") consisting of the following:

Acquire Snow Removal Equipment (carrier vehicle and plow)

which is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out the Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (Public Law Number 115-254); the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L); the Consolidated Appropriations Act, 2022 (Public Law 117-103); and the representations contained in the Project Application; and in consideration of: (a) the Sponsor's adoption and ratification of the Grant Assurances attached hereto; (b) the Sponsor's acceptance of this Offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurance and conditions as herein provided;

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay, 95.00 percent of the allowable costs incurred accomplishing the Project as the United States share of the Project.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is $ 336,672.

   The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):
   $0.00 for planning;
   $ 336,672 airport development or noise program implementation; and,
   $0.00 for land acquisition.

2. **Grant Performance.** This Grant Agreement is subject to the following Federal award requirements:

   a. Period of Performance:

      1. Shall start on the date the Sponsor formally accepts this Agreement and is the date signed by the last Sponsor signatory to the Agreement. The end date of the Period of Performance is 4 years (1,460 calendar days) from the date of acceptance. The Period of Performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.

      2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions or budget periods. (2 Code of Federal Regulations (CFR) § 200.1).

   b. Budget Period:

      1. For this Grant is 4 years (1,460 calendar days) and follows the same start and end date as the period of performance provided in paragraph (2)(a)(1). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the Budget Period.

      2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to 2 CFR § 200.308.

   c. Close Out and Termination

      1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the period of performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the period of performance end date with the information available at the end of 120 days. (2 CFR § 200.344).

2. The FAA may terminate this Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.

3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.

4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.

5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.

6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, 49 U.S.C. Chapters 471 and 475, and the regulations, and the Secretary's policies and procedures. Per 2 CFR § 200.308, the Sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the grant assurances, which are part of this Agreement.

7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.

8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before **August 30, 2022**, or such subsequent date as may be prescribed in writing by the FAA.

9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this Grant Agreement.

11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**

a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR § 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at http://www.sam.gov).

b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at https://sam.gov/content/entity-registration.

12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this Agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

13. **Informal Letter Amendment of AIP Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by $25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

    The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1, Maximum Obligation.

    The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

    An informal letter amendment has the same force and effect as a formal grant amendment.

14. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.

15. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

16. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this Grant.

17. **Build America, Buy America.** The sponsor must comply with the requirements under the Build America, Buy America Act (Public Law 117-58).

18. **Maximum Obligation Increase.** In accordance with 49 U.S.C. § 47108(b)(3), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this Grant Offer:

a. May not be increased for a planning project;

b. May be increased by not more than 15 percent for development projects if funds are available;

c. May be increased by not more than the greater of the following for a land project, if funds are available:

1. 15 percent; or

2. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

If the sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in 49 U.S.C. § 47110, or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same Federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the Federal share as applicable through an informal letter of amendment.

19. Audits for Sponsors.

PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at http://harvester.census.gov/facweb/. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than $750,000 in Federal awards and are exempt from Federal audit requirements must make records available for review or audit by the appropriate Federal agency officials, State, and Government Accountability Office. The FAA and other appropriate Federal agencies may request additional information to meet all Federal audit requirements.

20. Suspension or Debarment. When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:

a. Verify the non-Federal entity is eligible to participate in this Federal program by:

1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or

2. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or

3. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.

b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g., sub-contracts).

c. Immediately disclose in writing to the FAA whenever (1) the Sponsor learns they have entered into a covered transaction with an ineligible entity or (2) the Public Sponsor suspends or debars a contractor, person, or entity.

21. Ban on Texting While Driving.

a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:

   1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.

   2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:

      a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

      b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this Grant.

22. <u>Trafficking in Persons</u>.

a. You as the recipient, your employees, subrecipients under this Grant, and subrecipients' employees may not:

   1. Engage in severe forms of trafficking in persons during the period of time that the Grant and applicable conditions are in effect;

   2. Procure a commercial sex act during the period of time that the Grant and applicable conditions are in effect; or

   3. Use forced labor in the performance of the Grant or any subgrants under this Grant.

b. We as the Federal awarding agency, may unilaterally terminate this Grant, without penalty, if you or a subrecipient that is a private entity:

   1. Is determined to have violated a prohibition in paragraph (a) of this condition; or

   2. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated a prohibition in paragraph (a) of this Condition through conduct that is either –

      a. Associated with performance under this Grant; or

      b. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement), as implemented by our agency at 2 CFR Part 1200.

c. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (a) of this Condition.

d. Our right to terminate unilaterally that is described in paragraph (a) of this Condition:

   i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)), and

   ii. Is in addition to all other remedies for noncompliance that are available to us under this Grant Agreement.

23. **AIP Funded Work Included in a PFC Application.** Within 90 days of acceptance of this Grant Agreement, the Sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The airport sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.

24. **Exhibit "A" Property Map.** The Exhibit "A" Property Map dated January 16, 2019, is incorporated herein by reference or is submitted with the project application and made part of this Grant Agreement.

25. **Employee Protection from Reprisal.**

    a. Prohibition of Reprisals

        1. In accordance with 41 U.S.C. § 4712, an employee of a Sponsor, grantee, subgrantee, contractor, or subcontractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (a)(2) below, information that the employee reasonably believes is evidence of:

            i. Gross mismanagement of a Federal grant;
            ii. Gross waste of Federal funds;
            iii. An abuse of authority relating to implementation or use of Federal funds;
            iv. A substantial and specific danger to public health or safety; or
            v. A violation of law, rule, or regulation related to a Federal grant.

        2. Persons and bodies covered. The persons and bodies to which a disclosure by an employee is covered are as follows:

            i. A member of Congress or a representative of a committee of Congress;
            ii. An Inspector General;
            iii. The Government Accountability Office;
            iv. A Federal employee responsible for contract or grant oversight or management at the relevant agency;
            v. A court or grand jury;
            vi. A management official or other employee of the Sponsor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct; or
            vii. An authorized official of the Department of Justice or other law enforcement agency.

        3. Submission of Complaint. A person who believes that they have been subjected to a reprisal prohibited by paragraph (a) of this Condition may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.

        4. Time Limitation for Submittal of a Complaint. A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.

        5. Required Actions of the Inspector General. Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).

        6. Assumption of Rights to Civil Remedy. Upon receipt of an explanation of a decision not to conduct or continue an investigation by the OIG, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c)(2).

SPECIAL CONDITIONS

26. Final Project Documentation. The Sponsor understands and agrees that in accordance with 49 USC 47111, and with the Airport District Office's (ADO) concurrence, that no payments totaling more than 90.0 percent of United States Government's share of the project's estimated allowable cost may be made before the project is determined to be substantially complete. Substantially complete means the following: (1) The project results in a complete, usable unit of work as defined in the grant agreement and (2) The sponsor submits necessary documents showing that the project is substantially complete per the contract requirements, or has a plan (that FAA agrees with) that addresses all elements contained on the punch list. Furthermore, no payments totaling more than 97.5 percent of the United States Government's share of the project's estimated allowable cost may be made until: (1) The sponsor submits all necessary closeout documentation and (2) The sponsor receives final payment notification from the ADO.

27. Buy American Executive Orders. The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.

28. ARFF and SRE Equipment and Vehicles. The Sponsor agrees that it will:

a. House and maintain the equipment in a state of operational readiness on and for the airport;

b. Provide the necessary staffing and training to maintain and operate the vehicle and equipment;

c. Restrict the vehicle to on-airport use only;

d. Restrict the vehicle to the use for which it was intended; and

e. Amend the Airport Emergency Plan and/or Snow and Ice Control Plan to reflect the acquisition of the vehicle and equipment.

29. Equipment Acquisition. The Sponsor understands and agrees that any equipment acquired through this Grant is considered a *facility* as that term is used in the Grant Assurances. Further, the equipment must be only operated by the Sponsor. The Sponsor agrees that it will maintain the equipment and use it exclusively at the airport for airport purposes

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The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[1]

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION



(Signature)

Marc Miller

(Typed Name)

Acting Manager, Denver ADO

(Title of FAA Official)

[1]Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct. [1]

Dated _____

CITY OF PUEBLO, COLORADO

(Name of Sponsor)

_____

(Signature of Sponsor's Authorized Official)

By: _____

(Typed Name of Sponsor's Authorized Official)

Title: _____

(Title of Sponsor's Authorized Official)

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CERTIFICATE OF SPONSOR'S ATTORNEY

I, , acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Colorado. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; and Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (Public Law Number 115-254); the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L); the Consolidated Appropriations Act, 2022 (Public Law 117-103); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[1]

Dated at _____

By: _____

(Signature of Sponsor's Attorney)

[1]Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

ASSURANCES

AIRPORT SPONSORS

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

B. Duration and Applicability.

1. **Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

   The terms, conditions and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

   The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. **Airport Planning Undertaken by a Sponsor.**

   Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, and 37 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant including but not limited to the following:

FEDERAL LEGISLATION

a. 49, U.S.C., subtitle VII, as amended.

b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.[1]

c. Federal Fair Labor Standards Act - 29 U.S.C. § 201, et seq.

d. Hatch Act – 5 U.S.C. § 1501, et seq.[2]

e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601, et seq.[1], [2]

f. National Historic Preservation Act of 1966 – Section 106 - 54 U.S.C. § 306108.1.[1]

g. Archeological and Historic Preservation Act of 1974 - 54 U.S.C. § 312501, et seq.[1]

h. Native Americans Grave Repatriation Act - 25 U.S.C. Section § 3001, et seq.

i. Clean Air Act, P.L. 90-148, as amended - 42 U.S.C. § 7401, et seq.

j. Coastal Zone Management Act, P.L. 92-583, as amended - 16 U.S.C. § 1451, et seq.

k. Flood Disaster Protection Act of 1973 – Section 102(a) - 42 U.S.C. § 4012a.[1]

l. 49 U.S.C. § 303, (formerly known as Section 4(f)).

m. Rehabilitation Act of 1973 - 29 U.S.C. § 794.

n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).

o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).

p. Age Discrimination Act of 1975 - 42 U.S.C. § 6101, et seq.

q. American Indian Religious Freedom Act, P.L. 95-341, as amended.

r. Architectural Barriers Act of 1968, as amended - 42 U.S.C. § 4151, et seq.[1]

s. Powerplant and Industrial Fuel Use Act of 1978 – Section 403 - 42 U.S.C. § 8373.[1]

t. Contract Work Hours and Safety Standards Act - 40 U.S.C. § 3701, et seq.[1]

u. Copeland Anti-kickback Act - 18 U.S.C. § 874.[1]

v. National Environmental Policy Act of 1969 - 42 U.S.C. § 4321, et seq.[1]

w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271, et seq.

x. Single Audit Act of 1984 - 31 U.S.C. § 7501, et seq.[2]

y. Drug-Free Workplace Act of 1988 - 41 U.S.C. §§ 8101 through 8105.

z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).

aa. Civil Rights Restoration Act of 1987, P.L. 100-259.

bb. Build America, Buy America Act, P.L. 117-58, Title IX.

EXECUTIVE ORDERS

a. Executive Order 11246 – Equal Employment Opportunity[1]

b. Executive Order 11990 – Protection of Wetlands

c. Executive Order 11998 – Flood Plain Management

d. Executive Order 12372 – Intergovernmental Review of Federal Programs

e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction[1]

f. Executive Order 12898 – Environmental Justice

g. Executive Order 13166 – Improving Access to Services for Persons with Limited English Proficiency

h. Executive Order 13985 – Executive Order on Advancing Racial Equity and Support for Underserved Communities Through the Federal Government

i. Executive Order 13988 – Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation

j. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America's Workers

k. Executive Order 14008 – Tackling the Climate Crisis at Home and Abroad

FEDERAL REGULATIONS

a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).

b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [4, 5]

c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.

d. 14 CFR Part 13 – Investigative and Enforcement Procedures.

e. 14 CFR Part 16 – Rules of Practice For Federally-Assisted Airport Enforcement Proceedings.

f. 14 CFR Part 150 – Airport Noise Compatibility Planning.

g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.

h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.

i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.[1]

j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.[1]

k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).[1]

l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).[1]

m. 49 CFR Part 20 – New Restrictions on Lobbying.

n. 49 CFR Part 21 – Nondiscrimination in Federally-assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.

o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.

p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.[1] [2]

q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.

r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.[1]

s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.

t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.

u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).

v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).

w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.

x. 49 CFR Part 41 – Seismic Safety.

FOOTNOTES TO ASSURANCE (C)(1)

[1] These laws do not apply to airport planning sponsors.
[2] These laws do not apply to private sponsors.
[3] 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
[4] Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
[5] Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this grant agreement.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all

understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this Grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

4. Good Title.

a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

b. Subject to the FAA Act of 2018, Public Law 115-254, Section 163, it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.

c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to

undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.

d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.

e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.

f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.

g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance-Management.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 U.S.C. § 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.

b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a Grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of $2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 U.S.C. §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 U.S.C. § 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this Grant Agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.

b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.

c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.

d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.

e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.

f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.

g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.

h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, State and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:

1. Operating the airport's aeronautical facilities whenever required;
2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
3. Promptly notifying pilots of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.

b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:

   1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and

   2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.

d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.

e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.

f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.

g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.

h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and

b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a Grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:

   1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

   2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor’s acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from

the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.

3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95

b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.

c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 U.S.C. § 47107.

26. Reports and Inspections.

It will:

a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;

b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;

c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and

d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:

1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and

2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government

aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or

b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:

   1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;

   2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;

   3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and

   4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.

   Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely

affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:

1. eliminate such adverse effect in a manner approved by the Secretary; or
2. bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4); creed and sex (including sexual orientation and gender identity) per 49 U.S.C. § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant.

a. Using the definitions of activity, facility and program as found and defined in 49 CFR §§ 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.

b. Applicability

   1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
   2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
   3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

   The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

   1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
   2. So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

"The City of Pueblo, Colorado, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award."

e. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.

2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.

3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.

4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:

    a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and

    b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such

purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;
2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
3. Reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117;
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

    1. Reinvestment in an approved noise compatibility project;
    2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
    3. Reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117;
    4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
    5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land

continues to be used for that purpose, such use having commenced no later than December 15, 1989.

d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U.S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (https://www.faa.gov/airports/aip/media/aip-pfc-checklist.pdf) for AIP projects as of January 4, 2022.

35. Relocation and Real Property Acquisition.

a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.

b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.

c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin, or sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business

Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

a. If the airport owner or operator of a medium or large hub airport (as defined in 49 U.S.C. § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:

   1. Describes the requests;
   2. Provides an explanation as to why the requests could not be accommodated; and
   3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.

b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

U.S. Department
of Transportation
**Federal Aviation
Administration**

Northwest Mountain Region
Colorado · Idaho · Montana · Oregon · Utah
Washington · Wyoming

Denver Airports District Office
26805 E. 68th Ave., Suite 224
Denver, CO 80249

June 28, 2022

Mr. Greg Pedroza
Director of Aviation
31201 Bryan Circle
Pueblo, Colorado 81001

Pueblo Memorial Airport
Pueblo, Colorado
AIP: 3-08-0046-046-2022
Concurrence in Award

Dear Mr. Pedroza;

We have reviewed the bid documents, and concur with your recommendation to award Wausau Equipment Company, in the amount of $331,037.00 for acquisition of High Speed Carrier Vehicle and 20 foot snow plow. Furthermore, we accept your statement that the cost is reasonable based on the price/cost analysis performed by you or your consultant. Please maintain a copy of your price/cost analysis for future audit purposes.

You are reminded that your Disadvantage Business Enterprise (DBE) Accomplishments reports are due annually by on December 1 for the previous Fiscal Year. Details regarding the Federal Aviation Administration (FAA) Airport DBE Program can be found at the address below:

http://www.faa.gov/about/office_org/headquarters_offices/acr/bus_ent_program/

FAA regulations require the sponsor certify that adequate construction supervision and inspection have been arranged. Also, the sponsor ensures that construction conforms to the approved plans and specifications.

Please provide us with the following documents:

1. One copy of the executed contract.
2. A copy of the Notice to Proceed so we will be aware of the beginning construction date. This should be provided only after the sponsor determines that all necessary contracts, bonds, certificates of insurance, etc., are satisfactory, so that a Notice to Proceed may be issued to the contractor.

Federal participation is contingent upon equipment conforming to the approved specifications. To accomplish this, your resident engineer and inspectors must be familiar with the specification requirements and perform testing as required.

Copies of all test results should be inccclude in the project final report after the equipment has been accepted as complete.

Changes to the specifications should be made by change order or supplemental agreement. Approval by the FAA should be obtained prior to performing the work to be eligible for participation.

U.S. Department
of Transportation
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Northwest Mountain Region
Colorado · Idaho · Montana · Oregon · Utah
Washington · Wyoming

Denver Airports District Office
26805 E. 68th Ave., Suite 224
Denver, CO 80249

If you have questions regarding your responsibilities during construction, please call me at (303) 342-1255.

Sincerely,

Ronald F. Niehoff,
Program Manager, DEN627
Denver ADO

cc: Rick Zabel, Dibble

Bid: 22-034 High-Speed Multi-Tasking Equipment (MTE) Carrier Vehicle With Snowplow
(FAA AIP No. 3-08-0046-046-2022)

Open Date: May 13 , 2022 Time: 10:00:00AM

Bid Opened By: Naomi C. Hedden, Purchasing Director

Vendor Name				**Wausau Equipment Co.**
Item	**Description**	**Quantity**		
1	New, Unused, Model Year 2021 or Newer High-Speed Multi-Tasking Equipment (MTE) Carrier Vehicle with Snowplow	1	Unit Price	$331,037.00
			Make/Model	Blue Max
			Year	new
			Warranty	tbd
			Delivery Date	270-360 days

Note: There is 1 addendum for this project.

All totals are as submitted and subject to verification. Evaluation Committee will determine if bidder has met requirements.

Nicholas A. Gradisar
Mayor

Greg Pedroza
Director of Aviation

city of PUEBLO colorado

DEPARTMENT OF AVIATION

Pueblo Memorial Airport
31201 Bryan Circle, Ste. 200
Pueblo, CO 81001
Phone (719) 553-2760
Fax (719) 553-2761

To: Ms. Heather Graham, President of the City Council
Mr. Nicholas A. Gradisar, Mayor

I hereby certify that I have reviewed and am familiar with the following documents and, to the best of my knowledge and belief, said documents are true and correct and do not contain any false or untrue fact, statement, condition, certification, or assurance.

Accepting and appropriating funds from the FAA Airport Improvement Program (AIP) to acquire Snow Removal Equipment for use at the Pueblo Memorial Airport.

Greg Pedroza
Director of Aviation

July 14, 2022
Date

City Clerk's Office Item # R-9

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: July 25, 2022

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Greg Pedroza, Director of Aviation

SUBJECT: AN ORDINANCE APPROVING AND ACCEPTING AIRPORT IMPROVEMENT PROGRAM (AIP) GRANT AGREEMENT NO. 3-08-0046-047-2022 FROM THE UNITED STATES OF AMERICA ACTING THROUGH THE FEDERAL AVIATION ADMINISTRATION FOR FUNDS IN THE AMOUNT OF $292,877 FOR COSTS RELATED TO THE REHABILITATION OF RUNWAY 8R/26L (PHASE 1 - DESIGN) AT THE PUEBLO MEMORIAL AIRPORT, ESTABLISHING PROJECT NO. AP2205 - REHAB OF RUNWAY 8R-26L DESIGN AND CONSTRUCTION, BUDGETING AND APPROPRIATING $300,585 TO SAID PROJECT, APPROVING AN AGREEMENT BETWEEN THE CITY OF PUEBLO, A MUNICIPAL CORPORATION, AND DIBBLE AND ASSOCIATES CONSULTING ENGINEERS, INC., FOR THE ENGINEERING DESIGN FOR SAID PROJECT, AND AUTHORIZING THE AUTHORIZING THE MAYOR TO EXECUTE SAME

SUMMARY:

This Ordinance will approve and accept an Airport Improvement Program (AIP) grant agreement from the United States of America acting through the Federal Aviation Administration (FAA) to provide funding for costs related to the rehabilitation of Runway 8R-26L (Phase 1-Design), establish Project No. AP2205 - Rehab of Runway 8R-26L Design and Construction, and approve an engineering design agreement.

PREVIOUS COUNCIL ACTION:

Not applicable to this Ordinance.

BACKGROUND:

The Colorado Department of Transportation (CDOT) conducted a pavement condition assessment of this Runway, and it was determined that the pavement needs rehabilitation. This project is on the Capital Improvement Plan schedule for 2022, approved by both the FAA and CDOT for Entitlement Fund use.

FINANCIAL IMPLICATIONS:

The total design project cost is $308,292.00. The FAA AIP Grant is for $292,877.00 (95%). The CDOT approved grant amount is $7,707.00 (2.5%), which will be accepted, budgeted, and appropriated in a later ordinance. The City's match is $7,708.00 (2.5%). Matching funds will be transferred from the Airport Improvement Trust Fund.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not Applicable to this Ordinance.

ALTERNATIVES:

If this Ordinance is not approved, the grant will not be accepted from the federal government and the project will not occur.

RECOMMENDATION:

Approve the Ordinance.

Attachments:
Proposed Ordinance
FAA AIP Grant Agreement
Dibble & Assoc. Engineering Design Agreement
Grant Certification Memo

ORDINANCE NO. 10242

AN ORDINANCE APPROVING AND ACCEPTING AIRPORT IMPROVEMENT PROGRAM (AIP) GRANT AGREEMENT NO. 3-08-0046-047-2022 FROM THE UNITED STATES OF AMERICA ACTING THROUGH THE FEDERAL AVIATION ADMINISTRATION FOR FUNDS IN THE AMOUNT OF $292,877 FOR COSTS RELATED TO THE REHABILITATION OF RUNWAY 8R/26L (PHASE 1 - DESIGN) AT THE PUEBLO MEMORIAL AIRPORT, ESTABLISHING PROJECT NO. AP2205 - REHAB OF RUNWAY 8R-26L DESIGN AND CONSTRUCTION, BUDGETING AND APPROPRIATING $300,585 TO SAID PROJECT, APPROVING AN AGREEMENT BETWEEN THE CITY OF PUEBLO, A MUNICIPAL CORPORATION, AND DIBBLE AND ASSOCIATES CONSULTING ENGINEERS, INC., FOR THE ENGINEERING DESIGN FOR SAID PROJECT, AND AUTHORIZING THE AUTHORIZING THE MAYOR TO EXECUTE SAME

WHEREAS, the City of Pueblo has received a Grant Agreement from the Federal Aviation Administration (FAA) to for costs related to Rehabilitation of Runway 8R-26L (Phase 1 - Design); and,

WHEREAS, the funds from this grant need to be budgeted and appropriated into Rehab Runway 8R-26L Design & Construction Project No. AP2205, where said project needs to be created; and,

WHEREAS, Dibble & Associates as the Airport's contracted engineering consulting firm provided a proposal for design services for this project; NOW, THEREFORE,

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

SECTION 1.

The Federal Aviation Administration Grant Agreement No. 3-08-046-047-2022 ("Grant Agreement"), 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 United States of America through the Federal Aviation Administration ("FAA"), making available $292,877.00 in federal funds for costs related to Rehabilitation of Runway 8R-26L (Phase 1 - Design), after having been approved as to form by the City Attorney, is here by accepted and approved

SECTION 2.

The Mayor is hereby authorized to execute the Grant Agreement in the name and on behalf of the City of Pueblo, where the Mayor may execute the Grant Agreement by electronic signature and such electronic signature shall be attributable to the Mayor and the City of Pueblo.

SECTION 3.

Project No. AP2205 – Rehab of Runway 8R-26L Design and Construction is hereby established.

SECTION 4.

Funds in the amount of $292,877.00 shall be accepted pursuant to the Grant Agreement and budgeted and appropriated to Project No. AP2205 - Rehab Runway 8R-26L Design and Construction.

SECTION 5.

Matching funds in the amount of $7,708.00 shall be transferred from the Airport Improvement Trust Fund to Project No. AP2205 - Rehab Runway 8R-26L Design and Construction.

SECTION 6.

Pursuant to the Grant Agreement, the FAA may make unilateral amendments to the grant terms and its obligation thereunder, including the increasing or decreasing of its grant obligation. In accordance therewith, such amendments shall be effective without the need for an additional ordinance or other action by City Council. Should the FAA increase the maximum grant obligation, said funds shall be automatically budgeted and appropriated to Project No. AP2205 - Rehab Runway 8R-26L Design and Construction without the need for further action.

SECTION 7.

The Agreement for Professional Engineering Services ("Professional Services Agreement"), a copy of which is attached hereto and made part hereof by reference, by and between the City of Pueblo, a Municipal Corporation, and Dibble and Associates Consulting Engineers, Inc., an Arizona Corporation, to provide engineering design services for the Rehabilitation of Runway 8R-26L (Phase 1 - Design) at Pueblo Memorial Airport, after having been approved as to form by the City Attorney, is hereby approved.

SECTION 8.

The Mayor is hereby authorized to execute the Professional Services Agreement in the name and on behalf of the City of Pueblo, where the Mayor may execute the Professional Services Agreement by electronic signature and such electronic signature shall be attributable to the Mayor and the City of Pueblo.

SECTION 9.

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 10.

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 25, 2022.

Final adoption of Ordinance by City Council on August 8, 2022.

President of City Council

Action by the Mayor:

☒ Approved on August 9, 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

U.S. Department
of Transportation
Federal Aviation
Administration

Airports Division
Northwest Mountain Region
Colorado, Utah, Wyoming

Denver Airports District Office
26805 E. 68th Ave., Suite 224
Denver, Colorado 80249

July 8, 2022

The Honorable Nicholas A. Gradisar
Mayor, City of Pueblo
1 City Hall Place
Pueblo, Colorado 81003

Dear Mayor Gradisar:

The Grant Offer for Airport Improvement Program (AIP) Project No. 3-08-0046-047-2022 at the Pueblo Memorial Airport is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the grant offer carefully.

You may not make any modification to the text, terms or conditions of the grant offer.

***Steps You Must Take to Enter Into Agreement*.** To properly enter into this agreement, you must do the following:

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor's authorized representative(s) (hereinafter "authorized representative").
2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
3. Once the authorized representative has electronically signed the grant, the sponsor's attorney(s) will automatically receive an email notification.
4. On the **same day or after** the authorized representative has signed the grant, the sponsor's attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.
5. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized no later than **August 30, 2022**.
6. The fully executed grant will then be automatically sent to all parties as an email attachment.

***Payment*.** Subject to the requirements in 2 CFR § 200.305 (Federal Payment), each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

***Project Timing*.** The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date (1,460 days from the grant execution date). We will be monitoring your progress to ensure proper stewardship of these Federal funds. We expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress. Your grant may be placed in "inactive" status if you do not make draws on a regular basis, which will affect your ability to receive future grant offers. Costs incurred after the

Period of Performance ends are generally not allowable and will be rejected unless authorized by the FAA in advance.

***Reporting*.** Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- For all grants, you must submit by December 31st of each year this grant is open:
  1. A signed/dated SF-270 (Request for Advance or Reimbursement for non-construction projects) or SF-271 or equivalent (Outlay Report and Request for Reimbursement for Construction Programs), and
  2. An SF-425 (Federal Financial Report).
- For non-construction projects, you must submit FAA Form 5100-140, Performance Report within 30 days of the end of the Federal fiscal year.
- For construction projects, you must submit FAA Form 5370-1, Construction Progress and Inspection Report, within 30 days of the end of each Federal fiscal quarter.

***Audit Requirements*.** As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR part 200. Subpart F requires non-Federal entities that expend $750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to ensure your organization will comply with applicable audit requirements and standards.

***Closeout*.** Once the project(s) is completed and all costs are determined, we ask that you work with your FAA contact indicated below to close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

***FAA Contact Information*.** Ron Niehoff is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein. If you should have any questions, please contact Ron Niehoff at (303) 342-1255.

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,



Marc Miller
Acting Manager, Denver Airports District Office

U.S. Department of Transportation Federal Aviation Administration

FAA Airport Improvement Program (AIP)

GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date	July 8, 2022
Airport/Planning Area	Pueblo Memorial Airport
FY2022 AIP Grant Number	3-08-0046-047-2022 [Contract No. DOT-FA22NM-1059]
Unique Entity Identifier	NJK3BNUDRHJ7

TO: City of Pueblo, Colorado

(herein called the "Sponsor") (For Co-Sponsors, list all Co-Sponsor names. The word "Sponsor" in this Grant Agreement also applies to a Co-Sponsor.)

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated March 3, 2022, for a grant of Federal funds for a project at or associated with the Pueblo Memorial Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Pueblo Memorial Airport (herein called the "Project") consisting of the following:

Rehabilitate Runway 8R/26L (Phase 1-design)

which is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out the Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (Public Law Number 115-254); the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L); the Consolidated Appropriations Act, 2022 (Public Law 117-103); and the representations contained in the Project Application; and in consideration of: (a) the Sponsor's adoption and ratification of the Grant Assurances attached hereto; (b) the Sponsor's acceptance of this Offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurance and conditions as herein provided;

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay, 95.00 percent of the allowable costs incurred accomplishing the Project as the United States share of the Project.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is $292,877.

   The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):
   $0.00 for planning;
   $292,877 airport development or noise program implementation; and,
   $0.00 for land acquisition.

2. **Grant Performance.** This Grant Agreement is subject to the following Federal award requirements:

   a. Period of Performance:

      1. Shall start on the date the Sponsor formally accepts this Agreement and is the date signed by the last Sponsor signatory to the Agreement. The end date of the Period of Performance is 4 years (1,460 calendar days) from the date of acceptance. The Period of Performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.

      2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions or budget periods. (2 Code of Federal Regulations (CFR) § 200.1).

   b. Budget Period:

      1. For this Grant is 4 years (1,460 calendar days) and follows the same start and end date as the period of performance provided in paragraph (2)(a)(1). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the Budget Period.

      2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to 2 CFR § 200.308.

   c. Close Out and Termination

      1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the period of performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the period of performance end date with the information available at the end of 120 days. (2 CFR § 200.344).

2. The FAA may terminate this Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.

3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.

4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.

5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.

6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, 49 U.S.C. Chapters 471 and 475, and the regulations, and the Secretary's policies and procedures. Per 2 CFR § 200.308, the Sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the grant assurances, which are part of this Agreement.

7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.

8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before **August 30, 2022**, or such subsequent date as may be prescribed in writing by the FAA.

9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this Grant Agreement.

11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**

    a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR § 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at http://www.sam.gov).

    b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at https://sam.gov/content/entity-registration.

12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this Agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

13. **Informal Letter Amendment of AIP Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by $25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

    The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1, Maximum Obligation.

    The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

    An informal letter amendment has the same force and effect as a formal grant amendment.

14. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.

15. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

16. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this Grant.

17. **Build America, Buy America.** The sponsor must comply with the requirements under the Build America, Buy America Act (Public Law 117-58).

18. **Maximum Obligation Increase.** In accordance with 49 U.S.C. § 47108(b)(3), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this Grant Offer:

    a. May not be increased for a planning project;

    b. May be increased by not more than 15 percent for development projects if funds are available;

    c. May be increased by not more than the greater of the following for a land project, if funds are available:

        1. 15 percent; or

        2. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

    If the sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in 49 U.S.C. § 47110, or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same Federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the Federal share as applicable through an informal letter of amendment.

19. **Audits for Sponsors.**

    PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at http://harvester.census.gov/facweb/. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than $750,000 in Federal awards and are exempt from Federal audit requirements must make records available for review or audit by the appropriate Federal agency officials, State, and Government Accountability Office. The FAA and other appropriate Federal agencies may request additional information to meet all Federal audit requirements.

20. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:

    a. Verify the non-Federal entity is eligible to participate in this Federal program by:

        1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or

        2. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or

        3. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.

    b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g., sub-contracts).

    c. Immediately disclose in writing to the FAA whenever (1) the Sponsor learns they have entered into a covered transaction with an ineligible entity or (2) the Public Sponsor suspends or debars a contractor, person, or entity.

21. Ban on Texting While Driving.

a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:

1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.

2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:

a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this Grant.

22. Trafficking in Persons.

a. You as the recipient, your employees, subrecipients under this Grant, and subrecipients' employees may not:

1. Engage in severe forms of trafficking in persons during the period of time that the Grant and applicable conditions are in effect;

2. Procure a commercial sex act during the period of time that the Grant and applicable conditions are in effect; or

3. Use forced labor in the performance of the Grant or any subgrants under this Grant.

b. We as the Federal awarding agency, may unilaterally terminate this Grant, without penalty, if you or a subrecipient that is a private entity:

1. Is determined to have violated a prohibition in paragraph (a) of this condition; or

2. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated a prohibition in paragraph (a) of this Condition through conduct that is either –

a. Associated with performance under this Grant; or

b. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement), as implemented by our agency at 2 CFR Part 1200.

c. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (a) of this Condition.

d. Our right to terminate unilaterally that is described in paragraph (a) of this Condition:

i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)), and

ii. Is in addition to all other remedies for noncompliance that are available to us under this Grant Agreement.

23. AIP Funded Work Included in a PFC Application. Within 90 days of acceptance of this Grant Agreement, the Sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The airport sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.

24. Exhibit "A" Property Map. The Exhibit "A" Property Map dated February 10, 2022, is incorporated herein by reference or is submitted with the project application and made part of this Grant Agreement.

25. Employee Protection from Reprisal.

a. Prohibition of Reprisals

1. In accordance with 41 U.S.C. § 4712, an employee of a Sponsor, grantee, subgrantee, contractor, or subcontractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (a)(2) below, information that the employee reasonably believes is evidence of:

   i. Gross mismanagement of a Federal grant;
   ii. Gross waste of Federal funds;
   iii. An abuse of authority relating to implementation or use of Federal funds;
   iv. A substantial and specific danger to public health or safety; or
   v. A violation of law, rule, or regulation related to a Federal grant.

2. Persons and bodies covered. The persons and bodies to which a disclosure by an employee is covered are as follows:

   i. A member of Congress or a representative of a committee of Congress;
   ii. An Inspector General;
   iii. The Government Accountability Office;
   iv. A Federal employee responsible for contract or grant oversight or management at the relevant agency;
   v. A court or grand jury;
   vi. A management official or other employee of the Sponsor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct; or
   vii. An authorized official of the Department of Justice or other law enforcement agency.

3. Submission of Complaint. A person who believes that they have been subjected to a reprisal prohibited by paragraph (a) of this Condition may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.

4. Time Limitation for Submittal of a Complaint. A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.

5. Required Actions of the Inspector General. Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).

6. Assumption of Rights to Civil Remedy. Upon receipt of an explanation of a decision not to conduct or continue an investigation by the OIG, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c)(2).

SPECIAL CONDITIONS

26. Final Project Documentation. The Sponsor understands and agrees that in accordance with 49 USC 47111, and with the Airport District Office's (ADO) concurrence, that no payments totaling more than 90.0 percent of United States Government's share of the project's estimated allowable cost may be made before the project is determined to be substantially complete. Substantially complete means the following: (1) The project results in a complete, usable unit of work as defined in the grant agreement and (2) The sponsor submits necessary documents showing that the project is substantially complete per the contract requirements, or has a plan (that FAA agrees with) that addresses all elements contained on the punch list. Furthermore, no payments totaling more than 97.5 percent of the United States Government's share of the project's estimated allowable cost may be made until: (1) The sponsor submits all necessary closeout documentation and (2) The sponsor receives final payment notification from the ADO.

27. Airports Geographic Information System (AGIS) Requirements. AGIS requirements, as specified in Advisory Circular 150/5300-18, apply to the project included in this grant offer. Final construction as-built information or planning deliverables must be collected according to these specifications and submitted to the FAA. The submittal must be reviewed and accepted by the FAA before the grant can be administratively closed.

28. Buy American Executive Orders. The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.

29. Plans and Specifications Prior to Bidding. The Sponsor agrees that it will submit plans and specifications for FAA review prior to advertising for bids.

30. Design Grant. This Grant Agreement is being issued in order to complete the design of the project. The Sponsor understands and agrees that within 2 years after the design is completed that the Sponsor will accept, subject to the availability of the amount of Federal funding identified in the Airport Capital Improvement Plan (ACIP), a grant to complete the construction of the project in order to provide a useful and useable unit of work. The Sponsor also understands that if the FAA has provided Federal funding to complete the design for the project, and the Sponsor has not completed the design within four (4) years from the execution of this Grant Agreement, the FAA may suspend or terminate grants related to the design.

31. Pavement Maintenance Management Program. The Sponsor agrees that it will implement an effective airport pavement maintenance management program as required by Airport Sponsor Grant Assurance 11, Pavement Preventive Maintenance-Management. The Sponsor agrees that it will use the program for the useful life of any pavement constructed, reconstructed, or repaired with Federal financial assistance at the airport. The Sponsor further agrees that the program will:

a. Follow the current version of FAA Advisory Circular 150/5380-6, "Guidelines and Procedures for Maintenance of Airport Pavements," for specific guidelines and procedures for maintaining airport pavements, establishing an effective maintenance program, specific types of distress and its probable cause, inspection guidelines, and recommended methods of repair;

b. Detail the procedures to be followed to assure that proper pavement maintenance, both preventive and repair, is performed;

c. Include a Pavement Inventory, Inspection Schedule, Record Keeping, Information Retrieval, and Reference, meeting the following requirements:

1. Pavement Inventory. The following must be depicted in an appropriate form and level of detail:

    a. Location of all runways, taxiways, and aprons;

    b. Dimensions;

    c. Type of pavement; and,

    d. Year of construction or most recent major rehabilitation.

2. Inspection Schedule.

    a. Detailed Inspection. A detailed inspection must be performed at least once a year. If a history of recorded pavement deterioration is available, i.e., Pavement Condition Index (PCI) survey as set forth in the Advisory Circular 150/5380-6, the frequency of inspections may be extended to three years.

    b. Drive-By Inspection. A drive-by inspection must be performed a minimum of once per month to detect unexpected changes in the pavement condition. For drive-by inspections, the date of inspection and any maintenance performed must be recorded.

3. Record Keeping. Complete information on the findings of all detailed inspections and on the maintenance performed must be recorded and kept on file for a minimum of five years. The type of distress, location, and remedial action, scheduled or performed, must be documented. The minimum information is:

    a. Inspection date;

    b. Location;

    c. Distress types; and

    d. Maintenance scheduled or performed.

4. Information Retrieval System. The Sponsor must be able to retrieve the information and records produced by the pavement survey to provide a report to the FAA as may be required.

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The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[1]

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION



(Signature)

Marc Miller

(Typed Name)

Acting Manager, Denver ADO

(Title of FAA Official)

[1]Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct. [1]

Dated _____

CITY OF PUEBLO, COLORADO

(Name of Sponsor)

_____

(Signature of Sponsor's Authorized Official)

By: _____

(Typed Name of Sponsor's Authorized Official)

Title: _____

(Title of Sponsor's Authorized Official)

[1] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, , acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Colorado. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; and Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (Public Law Number 115-254); the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L); the Consolidated Appropriations Act, 2022 (Public Law 117-103); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[1]

Dated at _____

By: _____
(Signature of Sponsor's Attorney)

[1]Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

ASSURANCES

AIRPORT SPONSORS

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

B. Duration and Applicability.

1. **Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

   The terms, conditions and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

   The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. **Airport Planning Undertaken by a Sponsor.**

   Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, and 37 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant including but not limited to the following:

FEDERAL LEGISLATION

a. 49, U.S.C., subtitle VII, as amended.

b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.[1]

c. Federal Fair Labor Standards Act - 29 U.S.C. § 201, et seq.

d. Hatch Act – 5 U.S.C. § 1501, et seq.[2]

e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601, et seq.[1], [2]

f. National Historic Preservation Act of 1966 – Section 106 - 54 U.S.C. § 306108.1.[1]

g. Archeological and Historic Preservation Act of 1974 - 54 U.S.C. § 312501, et seq.[1]

h. Native Americans Grave Repatriation Act - 25 U.S.C. Section § 3001, et seq.

i. Clean Air Act, P.L. 90-148, as amended - 42 U.S.C. § 7401, et seq.

j. Coastal Zone Management Act, P.L. 92-583, as amended - 16 U.S.C. § 1451, et seq.

k. Flood Disaster Protection Act of 1973 – Section 102(a) - 42 U.S.C. § 4012a.[1]

l. 49 U.S.C. § 303, (formerly known as Section 4(f)).

m. Rehabilitation Act of 1973 - 29 U.S.C. § 794.

n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).

o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).

p. Age Discrimination Act of 1975 - 42 U.S.C. § 6101, et seq.

q. American Indian Religious Freedom Act, P.L. 95-341, as amended.

r. Architectural Barriers Act of 1968, as amended - 42 U.S.C. § 4151, et seq.[1]

s. Powerplant and Industrial Fuel Use Act of 1978 – Section 403 - 42 U.S.C. § 8373.[1]

t. Contract Work Hours and Safety Standards Act - 40 U.S.C. § 3701, et seq.[1]

u. Copeland Anti-kickback Act - 18 U.S.C. § 874.[1]

v. National Environmental Policy Act of 1969 - 42 U.S.C. § 4321, et seq.[1]

w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271, et seq.

x. Single Audit Act of 1984 - 31 U.S.C. § 7501, et seq.[2]

y. Drug-Free Workplace Act of 1988 - 41 U.S.C. §§ 8101 through 8105.

z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).

aa. Civil Rights Restoration Act of 1987, P.L. 100-259.

bb. Build America, Buy America Act, P.L. 117-58, Title IX.

EXECUTIVE ORDERS

a. Executive Order 11246 – Equal Employment Opportunity[1]

b. Executive Order 11990 – Protection of Wetlands

c. Executive Order 11998 – Flood Plain Management

d. Executive Order 12372 – Intergovernmental Review of Federal Programs

e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction[1]

f. Executive Order 12898 – Environmental Justice

g. Executive Order 13166 – Improving Access to Services for Persons with Limited English Proficiency

h. Executive Order 13985 – Executive Order on Advancing Racial Equity and Support for Underserved Communities Through the Federal Government

i. Executive Order 13988 – Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation

j. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America's Workers

k. Executive Order 14008 – Tackling the Climate Crisis at Home and Abroad

FEDERAL REGULATIONS

a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).

b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [4, 5]

c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.

d. 14 CFR Part 13 – Investigative and Enforcement Procedures.

e. 14 CFR Part 16 – Rules of Practice For Federally-Assisted Airport Enforcement Proceedings.

f. 14 CFR Part 150 – Airport Noise Compatibility Planning.

g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.

h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.

i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.[1]

j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.[1]

k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).[1]

l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).[1]

m. 49 CFR Part 20 – New Restrictions on Lobbying.

n. 49 CFR Part 21 – Nondiscrimination in Federally-assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.

o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.

p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.[1] [2]

q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.

r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.[1]

s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.

t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.

u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).

v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).

w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.

x. 49 CFR Part 41 – Seismic Safety.

FOOTNOTES TO ASSURANCE (C)(1)

[1] These laws do not apply to airport planning sponsors.

[2] These laws do not apply to private sponsors.

[3] 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.

[4] Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.

[5] Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this grant agreement.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all

understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this Grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

4. Good Title.

a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

b. Subject to the FAA Act of 2018, Public Law 115-254, Section 163, it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.

c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to

undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.

d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.

e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.

f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.

g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance-Management.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 U.S.C. § 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.

b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a Grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of $2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 U.S.C. §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 U.S.C. § 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this Grant Agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.

b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.

c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.

d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.

e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.

f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.

g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.

h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, State and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:

1. Operating the airport's aeronautical facilities whenever required;
2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
3. Promptly notifying pilots of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.

b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:

   1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and

   2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.

d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.

e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.

f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.

g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.

h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and

b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a Grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:

   1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

   2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor’s acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from

the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.

3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95

b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.

c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 U.S.C. § 47107.

26. Reports and Inspections.

It will:

a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;

b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;

c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and

d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:

1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and

2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government

aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or

b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:

   1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;

   2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;

   3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and

   4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.

   Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely

affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:

1. eliminate such adverse effect in a manner approved by the Secretary; or
2. bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4); creed and sex (including sexual orientation and gender identity) per 49 U.S.C. § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant.

a. Using the definitions of activity, facility and program as found and defined in 49 CFR §§ 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.

b. Applicability

   1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
   2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
   3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

   The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

   1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
   2. So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

"The City of Pueblo, Colorado, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award."

e. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.

2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.

3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.

4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:

    a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and

    b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such

purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;
2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
3. Reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117;
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

    1. Reinvestment in an approved noise compatibility project;
    2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
    3. Reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117;
    4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
    5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land

continues to be used for that purpose, such use having commenced no later than December 15, 1989.

d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U.S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (https://www.faa.gov/airports/aip/media/aip-pfc-checklist.pdf) for AIP projects as of March 3, 2022.

35. Relocation and Real Property Acquisition.

a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.

b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.

c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin, or sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business

Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

a. If the airport owner or operator of a medium or large hub airport (as defined in 49 U.S.C. § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:

   1. Describes the requests;
   2. Provides an explanation as to why the requests could not be accommodated; and
   3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.

b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

STANDARD FORM OF
AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this 8 day of August , 2022 ("Effective Date") by and between the City of Pueblo, a Municipal Corporation (hereinafter "Owner"), and Dibble and Associates Consulting Engineers, Inc., an Arizona Corporation, doing business as Dibble Engineering, a professional engineering firm (hereinafter "Engineer"), for Engineer to render certain professional planning, design, engineering, and related services for Owner in connection with Project AP2205, Project Name: Rehabilitate Runway 8R-26L and Taxiway A2 Removal (Design Only), hereinafter referred to as the "Project." In consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

SECTION 1. GENERAL.

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

[X] - Study and Report Phase

[X] - Preliminary Design (Schematic) Phase

[X] - Final Design Phase

[ ] - Construction Documents & Bidding Phase

[ ] - Construction Phase

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

Such services shall include all usual and customary professional engineering services and the furnishing (directly or through its professional consultants) of customary and usual civil, structural, mechanical, electrical engineering, environmental, and planning services. Engineer shall also provide any landscape engineering, surveying and geotechnical services incident to its work on the Project.

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

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

1.4 Surveying work included within 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 architect services provided under this Agreement shall be performed under the direction and supervision of an architect licensed to practice architecture in the state of Colorado.

SECTION 2. ENGINEERING SERVICES.

2.1 Study and Report Phase. If Engineer is to provide professional services with respect to the Project during the Study and Report Phase, Engineer shall:

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

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

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

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

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

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

(g) Furnish two (2) copies of the Report and present and review it in person with Owner.

2.2 Preliminary Design (Schematic) Phase. If Engineer is to provide professional services with respect to the Project during the Preliminary Design Phase, Engineer shall:

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

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

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

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

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

(f) Engineer shall furnish two (2) copies of each above referenced submittal document to Owner for Owner's use, and shall review same in person with Owner.

2.3 Final Design Phase. If Engineer is to provide professional services with respect to the Project during the Final Design Phase, Engineer shall:

(a) After consultation with the Owner, receipt of Owner's selection of any design options and review of the Preliminary Design Documents, if any, prepare and submit to Owner final Drawings showing the scope, extent, and character of the work to be performed by contractors, and Specifications describing such work and the requirements therefor. Such plans and Specifications shall comply with all applicable building codes and requirements of regulatory agencies having any approval authority, including but not limited to any requirements of the Federal Aviation Administration. Final design, including Drawings and Specifications, shall also comply with ADA Accessibility Guidelines (ADAAG) Manual developed by the U. S. Architectural and Transportation Barriers Board (1998) or ADA Standards for Accessible Design published at 28 C.F.R. Part 36, Appendix A, whichever is applicable. **Engineer shall include an attest statement on each record drawing sheet of final plan drawings that certifies compliance with either the ADAAG Manual or 28 CFR Part 36 Standards.**

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

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

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

(e) Engineer shall furnish two (2) copies of each above referenced submittal document to Owner for Owner's use and shall review same in person with Owner.

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

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

(b) After review and comment by Owner, prepare and submit all deliverables identified in Appendix A to this Agreement, final forms of contract agreement, general and special conditions, Drawings, specifications, bid forms, invitations to bid, information for bidders, and forms of warranty, together with any Addenda which may be required or appropriate to correct errors, clarify Drawings or Specifications or advise of changes. Two (2) copies of these final bid documents shall be furnished to Owner. Unless otherwise specified in Appendix A, a copy of all contract documents and drawings shall also be submitted to Owner in Microsoft Word and AutoCAD (2018 or later version) format on electronic media.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(b) Engineer shall be responsible, in accordance with applicable law, to Owner for all loss or damage to Owner caused by Engineer's negligent act or omission; and Engineer 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) Engineer'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) Engineer shall be completely responsible for the safety of Engineer's employees, subcontractors, and consultants in the execution of work under this Agreement, shall provide all necessary safety equipment for said employees, subcontractors, and consultants and shall hold harmless and indemnify and defend Owner from any and all claims, suits, loss or injury to Engineer's employees, subcontractors, and consultants.

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

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

(f) Promptly after execution of this Agreement and upon receipt of authorization from Owner to proceed, Engineer shall submit to Owner for approval a schedule showing the order in which Engineer proposes to accomplish his work, with dates on which he will commence and complete each major work item. The schedule shall provide for performance of the work in a timely manner so as to not delay

Owner's time table for achievement of interim tasks and final completion of Project work, provided however, the Engineer will not be responsible for delays beyond his control.

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

2.7 Requirements Where Federal Assistance Provided.

(a) Engineer understands that Owner will be funding the Project in part or in whole by grants or loans from the Department of Transportation, Federal Aviation Administration (the "Federal Agency") and the Colorado Aeronautics Board (the "State Agency"). Engineer agrees it is subject to and shall comply with all applicable grant or loan conditions and the regulations of the Federal and State Agencies which apply to the work under this Agreement, whether referenced in Appendix A or not. All applicable loan or grant conditions and regulations of the Federal and State Agencies are incorporated into this Agreement by reference.

(b) Owner shall pay Engineer for work completed in accordance with the terms of this Agreement. Engineer understands and accepts that Owner is seeking reimbursement for the Project through applicable Federal and State loans or grants. Should applicable Federal and State Agencies indicate that loans or grants shall not be granted or approved by said Agencies, performance under this Agreement shall be placed on hold until such time as the funds are granted and approved, except that no such extension shall continue past the expiration of the initial term of the master agreement approved through City of Pueblo Resolution No. 13785. Should Owner determine in its sole discretion that grant or approval of the required funds is impossible or unlikely, this Agreement shall terminate immediately upon notice from Owner and Owner shall not be liable for any cost or fee under this Agreement.

SECTION 3. OWNER'S RESPONSIBILITIES

3.1 Owner shall:

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

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

(c) Provide Engineer with available information pertinent to the Project including any previous reports, studies, or data possessed by Owner which relates to design or construction of the Project.

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

(e) Examine all studies, reports, sketches, Drawings, Specifications, proposals, and

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

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

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

(h) 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 fourteen (14) days shall be presumed reasonable for any decision not involving policy decision or significant financial impact. A period of forty-five (45) days shall be presumed reasonable for Owner to act with respect to any matter involving policy or significant financial impact.

SECTION 4. TIME FOR PERFORMANCE.

Engineer's obligation to render services shall continue for such period of time as may reasonably be required for completion of the work contemplated in Appendix A - Scope of Services and Sections 1 and 2 of this Agreement.

SECTION 5. PAYMENT.

5.1 Owner will pay to Engineer as full compensation for all services required to be performed by Engineer under this Agreement, except for services for additional work or work beyond the scope of this Agreement, an amount not to exceed $303,292.10 in the aggregate, and not to exceed those maximum amounts set forth in Appendix B - "Fee Schedule" and computed in accordance with this Section. For the purposes of this agreement, only Engineering Services described in “Fee Schedule” - Appendix B for the Study and Report Phase, Preliminary Design Phase, and Final Design Phase are approved. In the event compensation for services is set forth in Appendix B as to each phase of work indicated in Section 1.1 of this Agreement, the maximum amount of compensation for any phase shall not exceed the amount specified in Appendix B for such phase, and together shall not exceed the maximum aggregate set forth herein.

5.2 Engineer shall submit periodic, but not more frequently than monthly, applications for payment, aggregating to not more than the maximum amount, for actual professional services rendered and reimbursable expenses incurred. Such applications shall be submitted with appropriate documentation that such services have been performed and expenses incurred. Thereafter, Owner shall pay Engineer for the amount of the application within 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 Engineer's services on the Project phases for which this Agreement is applicable have been completed to Owner's reasonable satisfaction and all required Engineer submittals have been provided.

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

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

5.5 No compensation shall be paid to Engineer for services required and expenditures incurred in correcting Engineer'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. Term and Termination

6.1 Term. The term of this Agreement begins on the Effective Date and ends on December 31, 2022, unless sooner terminated in accordance with this Agreement. City reserves the right to extend the term of this Agreement in one-year increments by written acceptance of both parties.

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

6.3 Owner reserves the right to terminate this Agreement and Engineer's performance hereunder, at any time upon written notice, either for cause or for convenience. Upon such termination, Engineer and its subcontractors shall cease all work and stop incurring expenses, and shall promptly deliver to Owner all data, drawings, specifications, reports, plans, calculations, summaries, and all other information, documents, work product, and materials as Engineer may have accumulated in performing this Agreement, together with all finished work and work in progress.

6.4 Upon termination of this Agreement for events or reasons not the fault of Engineer, Engineer shall be paid at the rates specified in Appendix B for all services rendered and reasonable costs incurred to date of termination; together with any reasonable costs incurred within ten (10) days of termination provided such latter costs could not be avoided or were incurred in mitigating loss or expenses to Engineer or Owner. In no event shall payment to Engineer upon termination exceed the maximum compensation provided for complete performance in Section 5.1.

6.5 In the event termination of this Agreement or Engineer's services is for breach of this Agreement by Engineer, or for other fault of Engineer including but not limited to any failure to timely proceed with work, or to pay its employees, engineers, and subcontractors, or to perform work according to the highest professional standards, or to perform work in a manner deemed satisfactory by Owner's Project Representative, then in that event, Engineer's entire right to compensation shall be chosen by Owner and limited to the lesser of (a) the reasonable value of completed work to Owner or (b) payment at the rates specified in Appendix B for services satisfactorily performed and reimbursable expenses reasonably incurred, prior to date of termination.

6.6 Engineer's professional responsibility for its completed work and services shall survive any termination.

SECTION 7. GENERAL PROVISIONS.

7.1 (a) Ownership of Documents. All designs, Drawings, Specifications, technical data, and other documents or instruments procured or produced by the Engineer in the performance of this

Agreement 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 Engineer agrees that the Owner shall have access at all reasonable times to inspect and make copies of all notes, designs, drawings, specifications, and all other technical data pertaining to the work to be performed under this Agreement.

(b) Advertising. Unless specifically approved in advance in writing by Owner, Engineer shall not include representations of the Project in any advertising or promotional materials, except for accurate statements contained in resumes or curriculum vitae of Engineer's employees. If Engineer 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) Engineer agrees that he has procured and will maintain during the term of this Agreement, such insurance as will protect him from claims under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease, or death of any of his employees or of any person other than his employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom; and such insurance will provide for coverage in such amounts as set forth in subparagraph (b).

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

(i) Workers' Compensation Insurance complying with statutory requirements in Colorado and in any other state or states where the work is performed.

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

(iii) Professional Liability Insurance in amounts and form acceptable to Owner, and with a deductible not exceeding $50,000.00.

(c) Engineer agrees to hold harmless, defend, and indemnify Owner from and against any liability to third parties, arising out of negligent acts, errors, or omissions of Engineer, his employees, subcontractors and consultants. Engineer agrees to hold harmless, defend, and indemnify Owner from and against any liability to subcontractors and consultants, arising out of negligent acts, errors or omissions of Engineer and his employees, including claims of nonpayment. Nothing in this Agreement 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.

7.3 Notices. Any and all notices or other communications required or permitted by this Agreement or by law to be served on or given to either the Owner or the Engineer by the other party shall be in writing and shall be deemed duly served and given when personally delivered to the party to whom it is directed, or in lieu of such personal service when deposited in the United States mail, first-class postage prepaid, addressed to the Owner, Attention: Greg Pedroza, Director of Aviation, Pueblo Memorial Airport, 31201 Bryan Circle, Pueblo, Colorado, or to the Engineer at 7878 N. 16th Street, Suite 300, Phoenix, Arizona, 85020. Either party may change his address for the purpose of this paragraph by giving written notice of

such change to the other party in the manner provided in this paragraph.

7.4 Entire Agreement. This instrument contains the entire agreement between the Owner and the Engineer respecting the Project, and any other written or oral agreement or representation respecting the Project or the duties of either the Owner or the Engineer in relation thereto not expressly set forth in this instrument is null and void. In the event of any conflict between any provision of this Agreement and a provision of any Appendix or attachment to this Agreement, the provision in this Agreement shall control and supersede the conflicting provision in the Appendix 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 Engineer may be assigned by him without the written consent of the Owner.

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

7.7 Choice of Law and Venue. This Agreement shall be governed and interpreted in accordance with 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.

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

7.9 Severability. If any provision of this Agreement, except for Section 2.7, 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 2.7 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 the Director of Finance certifying that a balance of appropriation exists and funds are available, the amount of money appropriated for this Agreement is equal to or in excess of the maximum compensation payable hereunder; provided, however, that if construction is phased and subject to annual appropriation, funds only in the amount of initial appropriation are available and Engineer shall confirm availability of funds before proceeding with work exceeding initial and subsequent annual appropriations.

7.11 Additional Requirements on Federally Funded Contracts. If any of the work to be performed by Engineer under this Agreement is funded in whole or in part with federal funds, then this Agreement shall be construed to include all applicable terms required by the federal assistance agreement and integrated federal regulations. By executing this Agreement, Engineer agrees to be bound by all such mandatory federal requirements, irrespective of Engineer'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. Engineer acknowledges that the Project may require access to property not under the control of Owner at the time of execution of this Agreement. Engineer and Engineer's employees and consultants shall, at Engineer's expense, obtain all additional necessary approvals and clearances required for access to such property. Owner shall assist Engineer in

obtaining access to such property at reasonable times but make no warranty or representation whatsoever regarding access to such property. Engineer understands and agrees that entry to properties not under Owner's control may require Engineer 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 Engineer and Owner arising from or relating to this Agreement or Engineer's services or right to payment hereunder shall be determined and decided by the Owner's Director of Aviation whose written decision shall be final and binding unless judicial review is sought in a Colorado Court of competent jurisdiction pursuant to Rule 106, C.R.C.P.

8.2 Pending resolution of any dispute or disagreement, or judicial review, Engineer shall proceed diligently with performance of his work under this Agreement.

SECTION 9. APPENDICES.

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

Appendix A - "Scope of Services" consisting of 15 pages.

Appendix B - "Fee Schedule" consisting of 1 page.

Appendix C - "Identification of Personnel, Subcontractors and Task Responsibility" Consisting of 1 page.

SECTION 10. ACCESSIBILITY.

The Americans with Disabilities Act (ADA) provides that it is a violation of the ADA to design and construct a facility for first occupancy later than January 26, 1993, that does not meet the accessibility and usability requirements of the ADA, except where an entity can demonstrate that it is structurally impractical to meet such requirements. The Engineer therefore, will use his or her best reasonable professional efforts 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. COMPLIANCE WITH IMMIGRATION REFORM AND CONTROL ACT OF 1986.

Engineer certifies that Engineer has complied with the United States Immigration Reform and Control Act of 1986. Engineer represents and warrants that to the extent required by said Act, all persons employed by Engineer for performance of this contract have completed and signed Form I-9 verifying their identities and authorization for employment.

SECTION 12. PERA LIABILITY

The Engineer shall reimburse the Owner 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 Owner under this Agreement. Engineer has submitted to Owner a completed form listing any PERA retirees employed by Engineer and shall update said form with Owner at any time a PERA retiree is hired by Engineer.

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

CITY OF PUEBLO, A MUNICIPAL CORPORATION

By:_____
Nicholas A. Gradisar, Mayor

Attest:_____
City Clerk

[S E A L]

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

_____
Director of Finance

APPROVED AS TO FORM:

_____
City Attorney

DIBBLE AND ASSOCIATES CONSULTING ENGINEERS, INC.

Name: _____
By: _____
Title: _____

Nicholas A. Gradisar
Mayor

Greg Pedroza
Director of Aviation

city of PUEBLO colorado

DEPARTMENT OF AVIATION

Pueblo Memorial Airport
31201 Bryan Circle, Ste. 200
Pueblo, CO 81001
Phone (719) 553-2760
Fax (719) 553-2761

To: Ms. Heather Graham, President of the City Council
Mr. Nicholas A. Gradisar, Mayor

I hereby certify that I have reviewed and am familiar with the following documents and, to the best of my knowledge and belief, said documents are true and correct and do not contain any false or untrue fact, statement, condition, certification, or assurance.

Accepting and appropriating funds from the FAA Airport Improvement Program (AIP) for the Rehabilitation and Construction of Runway 8R-26L (Design Only) and approving the engineering design agreement.

Greg Pedroza
Director of Aviation

July 14, 2022
Date

City Clerk's Office Item # R-10

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: July 25, 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 RENTAL AGREEMENT FOR THE USE OF AN OFFICE SPACE AND THE FIRE FIGHTING RELOAD BASE AT THE PUEBLO MEMORIAL AIRPORT BETWEEN THE CITY OF PUEBLO, A MUNICIPAL CORPORATION, AND THE STATE OF COLORADO DEPARTMENT OF PUBLIC SAFETY, DIVISION OF FIRE PREVENTION AND CONTROL, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

SUMMARY:

The State of Colorado Department of Public Safety, Division of Fire Prevention and Control, ("State") is desirous of renting and occupying an existing office space of approximately 1,400 square feet and the Fire Fighting Reload Base, also known as the tanker base reload pit, ("Base") at the Pueblo Memorial Airport.

PREVIOUS COUNCIL ACTION:

Not applicable to this Ordinance.

BACKGROUND:

The City owns 31501 Bryan Circle (Hangar) and 31851 Bryan Circle (Base). The hangar office space has been vacant since October 31, 2021. The Base is used to reload airplanes with fire retardant during the fire season. Since the United States Forest Service granted the Base to the City on March 14, 2022, the Base has not been utilized.

FINANCIAL IMPLICATIONS:

Not applicable to this Ordinance.

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 office space will remain vacant and the Base will go unused.

RECOMMENDATION:

The Department of Aviation recommends approval of this Ordinance.

Attachments:
Proposed Ordinance
Agreement

ORDINANCE NO. 10243

AN ORDINANCE APPROVING A RENTAL AGREEMENT FOR THE USE OF AN OFFICE SPACE AND THE FIRE FIGHTING RELOAD BASE AT THE PUEBLO MEMORIAL AIRPORT BETWEEN THE CITY OF PUEBLO, A MUNICIPAL CORPORATION, AND THE STATE OF COLORADO DEPARTMENT OF PUBLIC SAFETY, DIVISION OF FIRE PREVENTION AND CONTROL, 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, the State of Colorado Department of Public Safety, Division of Fire Prevention and Control, is desirous of leasing 31501 Bryan Circle, Suite 120, and the Fire Fighting Reload Base, at 31851 Bryan Circle, both of which are owned by the City of Pueblo; NOW, THEREFORE,

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

SECTION 1.

The Standard Lease Agreement [Improved Real Property] ("Lease"), by and between the City of Pueblo, a Municipal Corporation, and the State of Colorado Department of Public Safety, Division of Fire Prevention and Control, to lease office space at 31501 Bryan Circle, Suite 120, and the Fire Fighting Reload Base, at 31851 Bryan Circle at Pueblo Memorial Airport, a copy of which is attached hereto and made a part hereof by reference, after having been approved as to form by the City Attorney, is hereby approved.

SECTION 2.

The Mayor is hereby authorized to execute the Lease in the name and on behalf of the City of Pueblo, where the Mayor may execute the Lease by electronic signature and such electronic signature shall be attributable to the Mayor and the City of Pueblo.

SECTION 3.

The officers and staff of the City are 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 July 25, 2022.

Final adoption of Ordinance by City Council on August 8, 2022.

_____
President of City Council

Action by the Mayor:

☒ Approved on August 9, 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

STATE OF COLORADO
DEPARTMENT OF PERSONNEL AND ADMINISTRATION
OFFICE OF THE STATE ARCHITECT
REAL ESTATE PROGRAMS

STANDARD – [GROSS LEASE]
LEASE AGREEMENT [IMPROVED REAL PROPERTY]

LANDLORD	**City of Pueblo, a Municipal Corporation**
TENANT	**The State of Colorado acting by and through the Department of Public Safety for the use and benefit of the Division of Fire Prevention and Control**
LOCATION	**31501 Bryan Circle, Suite 120, Pueblo, Colorado 81001 ("Office"), and 31851 Walt Bassett Avenue, Pueblo, Colorado 81001 ("Base")**

STATE OF COLORADO
DEPARTMENT OF PERSONNEL AND ADMINISTRATION
OFFICE OF THE STATE ARCHITECT
REAL ESTATE PROGRAMS

STANDARD LEASE AGREEMENT [IMPROVED REAL PROPERTY]

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EXHIBITS:
Exhibit A – Premises
Exhibit B – Notice of Assignment of Lease Form
Exhibit C ~~– Commission Sharing~~
Exhibit D – Title III – Operating Departments CHAPTER 1 Airport
Exhibit E – Pueblo Airport Jettison Area and Communications Letter

LEASE AGREEMENT
[**Improved Real Property**]

The printed portions of this form, except bold additions, have been reviewed
by the State Controller and/or the State of Colorado Attorney General and approved by the State Controller.
All additions to this form must be in bold type. All deletions must be shown by strike-through.

THIS LEASE AGREEMENT ("Lease") entered into by and between the **City of Pueblo, a Municipal Corporation,** whose address or principal place of business is **1 City Hall Place, Pueblo, Colorado 81003**, hereinafter referred to as "Landlord", and THE STATE OF COLORADO (the "State"), acting by and through the Department of **Public Safety for the use and benefit of the Division of Fire Prevention and Control** whose address is **700 Kipling St., Suite 2000, Lakewood, Colorado 80215**, hereinafter referred to as "Tenant". Both Landlord and Tenant may be referred to individually as a "Party", and shall collectively hereinafter be referred to as "Parties" to this Lease.

WITNESSETH:

WHEREAS, Landlord is willing to lease the Premises, defined herein, and Tenant desires to lease the Premises pursuant to the terms of this Lease; and

WHEREAS, Authority to enter into this Lease exists in the Law, and funds have been budgeted, appropriated and otherwise made available and a sufficient unencumbered balance thereof remains available for payment. Required approvals, clearance and coordination have been accomplished from and with appropriate agencies.

NOW, THEREFORE, in consideration of the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. PREMISES, TERM, **TERMINATION**, RENT.

(A) Landlord hereby leases ~~and demises~~ unto Tenant, **subject to existing easements and restrictions, office space comprising of the northeast office of the hangar located at 31501 Bryan Circle, Suite 120, Pueblo, Colorado, hereinafter referred to as "Office", and the Airtanker Firefighting Reload Base, also known as the Airtanker Base, located at 31851 Walt Bassett Avenue, Pueblo, Colorado ("Base")** ~~the Premises~~, hereinafter referred to **together** as **the** "Premises**,**" within **and near** the buildings located at **31501 Bryan Circle, Pueblo, Colorado 81001**, **and 31851 Walt Bassett Avenue Pueblo, Colorado**, hereinafter referred to as "Building**(s)**" (including land, improvements and other rights appurtenant thereto). The Premises~~, known and described as Suite,~~ include approximately **six hundred fifteen (615)** rentable square feet **of office space and approximately thirty thousand (30,000) rentable square feet of the Base, including the pumping station**; the Premises as ~~attached hereto and incorporated by reference herein~~ **described is depicted and more fully set forth in** ~~as~~ "Exhibit A", **attached hereto and incorporated herein by reference. The Premises as currently set forth does not include exclusive use of the Pueblo Memorial Airport ramp.**

(B) TO HAVE AND TO HOLD the same, together with all appurtenances, unto Tenant, for the term beginning the later of **August 1, 2022** or the date the Colorado State Controller approves the Lease ("Commencement Date"), and ending **June 30, 2023**, at and for a monthly rental (the "Monthly Rent") for the full term as shown below:

30,615 sq. ft.

TERM DATES	MONTHLY RENT*	TERM RENT*
Commencement Date - 06/30/23	**$500**	**$5,500**

Options to Renew:		
07/01/23 - 06/30/24	**$520**	**$6,240**
07/01/24 - 06/30/25	**$540**	**$6,480**
07/01/25 – 06/30/26	**$560**	**$6,720**
07/01/26 – 06/30/27	**$580**	**$6,960**

1) § 39-3-124, C.R.S., exempts real property leased by the State of Colorado from the levy and collection of property taxes. Therefore, the Adjusted Annual Rent/RSF as shown above does not include the Taxes known at the time of drafting of $__/rsf or any tax based upon real property as defined and required by Article 15; when the current year Taxes are known, the Monthly Rent payment shall be adjusted accordingly.

2) ~~At the Commencement Date, Tenant will have on account for its benefit a rent credit in the amount of **$__,___.__** pursuant to Exhibit C attached hereto and incorporated by reference herein. Such amount shall be applied against Rent, Tenant Improvements, and/or Furniture Fixtures & Equipment at the sole discretion of and request by Tenant.~~

3) The Premises are to be used and occupied as **general office space and an airtanker firefighting reload base. Tenant shall have no right to utilize the rented premises, or any improvement thereon, other than as specifically allowed under this Lease, and it is specifically understood that the Premises shall not be used for an aviation fixed base or for the sale of aviation fuel, though tie-down and aircraft parking will be allowed.** Payment of the Monthly Rent shall be made on the first of each month during the term hereof, to Landlord at:

City of Pueblo
Finance Department
1 City Hall Place
Pueblo, Colorado 81003

or at such place as Landlord from time to time designates by notice as provided herein, subject to the limitations and conditions set forth in Article 11 Fiscal Funding**,** Article 12 Federal Funding, or Article 20 Collocation, herein.

4) If the term herein commences on a day other than the first day of a calendar month, then Tenant shall pay to Landlord the rental for the number of days that exist prior to the first day of the succeeding month and the first month of the Lease shall be the first full calendar month Tenant is in occupancy of the Premises.

(C) Prior to the expiration of this Lease, the Landlord shall grant to the Tenant four (4) separate options to re-lease the same Premises for four (4) additional one-year periods (each a new "Renewal Term").

For clarification purposes, the terms of the Lease, as referenced in this Lease are as follows:

Current Lease Term: Commencement Date – 06/30/2023
Option #1 Lease Term: 07/01/2023 – 06/30/2024
Option #2 Lease Term: 07/01/2024 – 06/30/2025
Option #3 Lease Term: 07/01/2025 – 06/30/2026
Option #4 Lease Term: 07/01/2026 – 06/30/2027

In the event the Tenant desires to execute a Renewal Term to this Lease, then the Tenant shall give the Landlord written notice at least sixty (60) days prior to the expiration date of the current Lease Term. Tenant will provide an Option Letter confirming the Renewal Term. All conditions and

covenants contained herein shall remain in full force and effect during any and all extension periods.

(D) Either Party may terminate this Lease by providing at least ninety (90) days prior written notice to the other Party stating that the Lease shall terminate on a certain date. However, such termination for convenience may not be exercised by either Party from April through October ("Fire Season") of any Lease Term or Renewal Term, in order to ensure firefighting operations can continue uninterrupted during the Fire Season.

(E) Upon any termination or expiration of this Lease, Tenant shall immediately remove all of Tenant's property and repair any damage, normal wear and tear excepted to the Premises caused by Tenant or the removal of its property. Tenant shall ensure the Premises is in good condition, normal wear and tear excepted, and repair any damage or issues.

2. SERVICES.

(A) Landlord Provided Services: Landlord shall provide to Tenant during the occupancy of said Premises, as a part of the rental consideration, the following services ~~comparable to those provided by other office buildings of similar quality, size, age and location, in the _____ submarket~~. The services shall include but not necessarily be limited to the following:

1) Services to Premises.

~~(a)~~ Heat, ventilation and cooling as required for the comfortable use and occupancy of the Premises during normal business hours**; however, it will be the Tenant's responsibility to service, repair and/or replace the equipment, if needed. Tenant understands they are assuming the office "as is" with current swamp cooler and floor heaters.** ~~Landlord shall at all times be responsible for providing heat, ventilating and air conditioning (HVAC) services in quantities and distributions sufficient for Tenant's use of the Premises, including rebalancing of the HVAC distribution system as necessary, and also including service, repair and/or replacement (which replacement shall be considered a capital improvement) of equipment, parts and accessories for the HVAC units and systems serving the Premises. Landlord shall ensure that the HVAC capacity provided to service the Building is sufficient to maintain year-round temperatures within the 70°F-74°F range in the Premises;~~

~~(b) Landlord shall provide Building standard janitorial services. Janitorial services shall be provided a minimum of five (5) times per week, except legal holidays, and include all supplies and materials. Interior and exterior window washing shall be completed a minimum of two (2) times per year.~~

(c) Provide and pay for electric power **solely for the Office** as supplied by the local utility company.

(d) Replacement of ~~Building~~ Office standard lighting.

2) Building Service.

(a) Domestic running water ~~and necessary supplies~~ in washrooms sufficient for the normal use thereof by occupants in the Building;

(b) Access to and egress from the Premises, **subject to Landlord's, the Federal Aviation Administration's ("FAA"), and Transportation Security Administration's ("TSA") regulations and protocols,** including elevator service maintenance, repair and replacement customary for buildings of similar age and quality, if included in the Building;

(c) Snow removal, sidewalk repair and maintenance, landscape maintenance, pest control**,** and trash removal services; **the Pueblo Memorial Airport will plow snow at the Base, as necessary, but will not be held responsible for any ramp area.**

(d) HVAC, lighting, electric power, domestic hot and cold running water and janitorial service in those areas of the Building designated by Landlord for use by Tenant, in common with all tenants and other persons in the Building during normal business hours, but under the exclusive control of Landlord;

~~(e) A general directory board on which Tenant shall be entitled to have its name shown, provided that Landlord shall have exclusive control thereof and of the space thereon to be allocated to each Tenant~~;

(f) Landlord shall at all times be responsible for paying real estate taxes and assessments, including real property taxes, special improvement district taxes or fees or other special district taxes or charges for which Tenant is not eligible for a tax exemption, subject to Article 15. Tenant shall be responsible for all taxes and assessments on Tenant's personal property, if any.

3) Maintenance, Repair and Replacement.

(a) Landlord shall operate, maintain, repair and replace the systems, facilities and equipment necessary for the proper operation of the Building and for provision of Landlord's services under Article 2(A)1) and 2) above and shall maintain and repair the foundations, structure and roof of the Building and repair damage to the Building which Landlord is obligated to insure against under this Lease.

4) Additional Services.

(a) Maintenance of parking lot and/or structure, maintenance of the external lighting devices for the Building parking lot and/or structure. Maintenance, repair and replacement of Tenant Improvements for damage caused by shifting of or leaking around the foundation or of any other structural aspect or system of the Building.

(b) Maintain the Premises in good repair and in tenantable condition during the term of this Lease. Landlord shall have the right to enter the Premises at reasonable times for the purpose of making necessary inspections, repairs, or maintenance.

~~(c) The "normal business hours" of operation of the Building shall be from 7:00 a.m. to 6:00 p.m. Monday through Friday and 8:00 a.m. to 2:00 p.m. on Saturdays, excepting legal holidays, which shall include New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas. Landlord shall provide additional hours of operation for the Premises upon 24 hours prior notice to Landlord from Tenant at no additional cost to Tenant~~. **Tenant shall have access to the Premises 24 hours per day, seven days per week during the term of the Lease.**

(B) Tenant Provided Services: ~~None.~~

1) Be solely responsible for the use and maintenance of the Base, including but not limited to supplying flame retardant materials, electric power to the Base, and any costs associated therewith. Tenant will have exclusive access to and use of the Base, subject to the terms of this Lease. In regards to the possible jettison of retardant on the airfield, Tenant will use its best efforts to follow the guidance of the letter attached hereto and incorporated herein by reference, as "Exhibit E".

2) Maintain the Premises in accordance with the requirements and regulations of the Landlord and Landlord's fire code. Tenant 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) near, on, over or under the Premises and Pueblo Memorial Airport which is caused by the Tenant, 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 Premises shall be in an environmentally sound manner and comply with all Federal, State, and Local laws and regulations.

3) Not modify, alter, paint, or improve the Premises except to the extent required to maintain its original state. Any additional modification, painting, or improvements to the Premises must receive prior written approval from the Landlord, which approval shall not be unreasonably withheld. Tenant shall not erect, paint, or maintain any signs whatsoever upon the Premises without first securing the written consent of the Landlord. Any such signs shall comply with all ordinances and regulations of the Landlord or standards which might be developed by the U.S. Department of Transportation.

4) Not park or leave or allow to be parked or left automobiles or aircraft on the taxiways or on pavement adjacent to the Premises in a manner which interferes with or obstructs access to adjacent hangars or the public ramp area. Parking of automobiles will be permitted only in paved designated parking areas south of the hangar space and as available around the reload base, as long the neighbors are not being blocked.

5) Not conduct such activities that will unreasonably interfere, as determined by the Landlord's Director of Aviation, with the use of the Pueblo Memorial Airport, including use of taxiways and aprons or the activities of other tenants of the Landlord.

6) At the Tenant's expense, keep the Premises and utilities extended to the Premises in good repair and condition, and in a safe, sanitary, orderly, and sightly condition. No outside storage of parts, materials, equipment, inventory, or other materials shall be permitted. Tenant understands that snow removal within five (5) feet of the Premises is the responsibility of Tenant.

3. INTERRUPTION OF SERVICES. Notwithstanding anything in this Lease to the contrary, if there is an interruption in essential services to the Premises (including, ~~but not limited to HVAC~~, electrical **and water** service**s**, ~~elevator service),~~ and such interruption continues for a period of five (5) consecutive days, Tenant shall be entitled to an abatement of rent for the period that such services are not provided to the extent that such interruption interferes with the use of the Premises by Tenant. If such interruption continues for a period of ninety (90) days, Tenant may cancel and terminate this Lease without penalty.

4. WORK REQUIREMENTS**.**

☒ Tenant shall take the Premises without Tenant Improvements unless otherwise specified herein;

☐ All tenant finish alterations in the Premises, now and hereafter undertaken, shall be designed and constructed in accordance with the technical design specifications of the Uniform Federal Accessibility Standards, latest edition. Prior to the Premises being occupied by Tenant, Landlord agrees to the tenant improvements described in Exhibit D, attached hereto and made a part hereof.

(A) Tenant is renting the premises "AS IS" in its present condition. Landlord makes no representation or warranties with respect to the present or future condition, or suitability for a particular use of the rented premises or the Pueblo Memorial Airport. Landlord shall be under no obligation to maintain the Pueblo Memorial Airport or any part thereof in a particular location or condition. If the Pueblo Memorial Airport shall permanently close or relocate, the use restrictions stated in Section 4 shall not apply, and the Tenant may use the rented premises for any lawful use or purpose allowed by the then existing Pueblo Municipal Code, or in the alternative, Tenant may terminate this Lease upon thirty (30) days prior written notice given to Landlord.

5. LANDLORD'S REPRESENTATIONS.

(A) Landlord represents that either:

1) no "asbestos response action", pursuant to that portion of the Colorado Air Quality Control Commission, Regulation 8 entitled Emission Standards for Asbestos, hereafter referred to as "Regulation 8", is contemplated as a part of the tenant finish for this Lease; or

2) in the event that an "asbestos response action" is contemplated as a part of the tenant improvements for this Lease, Landlord agrees to fully cooperate with Tenant in Tenant's exercise of its duties and responsibilities in accordance with Section V of Part B of Regulation 8.

(B) Landlord, in Landlord's sole opinion, represents that with respect to this Lease and the Premises, the Building**(s)** meets the requirements of the Americans with Disabilities Act.

(C) Landlord must meet all local codes and regulations with regard to fire and life safety during the term of the State of Colorado's occupancy of the Premises as mandated by local authorities.

6. LANDLORD'S OWNERSHIP. Landlord warrants and represents itself to be the owner~~, or the authorized representative or agent of the owner,~~ of the Premises in the form and manner as stated herein. ~~During the term of this Lease Landlord covenants and agrees to warrant and defend Tenant in the quiet, peaceable enjoyment and possession of the Premises. In the event of any dispute regarding Landlord's ownership, upon request from and at no cost to Tenant, Landlord shall immediately, furnish proof thereof by delivering to Tenant an "Ownership and Encumbrance Letter" issued by a properly qualified title insurance company.~~

7. LEASE ASSIGNMENT. Tenant shall have the right to assign or sublease its interest under this Lease or portion thereof to a State agency or a State institution of higher education. Such arrangement will be memorialized in an amendment to this lease. Tenant shall not otherwise assign this Lease or sublet the Premises, except to a desirable tenant for a similar use and purpose, and will not permit the use of said Premises to anyone, other than Tenant, its agents or employees**,** without the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned, or delayed.

8. EMINENT DOMAIN, TERMINATION OF LEASE. If the Premises are taken via eminent domain, in whole or in part, then either Party may cancel and terminate this Lease and the current rent shall be properly apportioned to the date of such taking. In such event the entire damages which may be awarded shall be apportioned between Landlord and Tenant, as their interests appear.

9. DAMAGE AND DESTRUCTION**.** If the Premises are rendered uninhabitable or unfit for Tenant's purposes by fire, natural disaster, or other casualty, and the Premises cannot be repaired within a reasonable amount of time as mutually and reasonably determined by both Parties, this Lease will immediately terminate and no rent shall accrue from the date of such fire or casualty. If the Premises are damaged by fire, natural disaster, or other casualty so that there is partial destruction of such Premises or such damage as to render the Premises partially uninhabitable or partially unfit for Tenant's purposes, Tenant may, within five (5) days of such occurrence, terminate this Lease by giving written notice to the Landlord. Such termination shall be effective not less than fifteen (15) days from the date of mailing of the notice. Rent shall be apportioned to the effective date of termination.

10. HOLDING OVER. The Lease shall be extended on a month-to-month basis if Tenant fails to vacate the Premises upon expiration or sooner termination of this Lease, **which shall be deemed a month-to-month tenancy upon the same conditions as provided in this Lease**. The rent to be paid by Tenant during such continued occupancy shall be the same being paid by Tenant as of the date of expiration or sooner termination**,** subject to Article 15 **except that Landlord may increase the rent up to five percent**

(5%) upon thirty (30) days prior written notice to Tenant. Landlord and Tenant each hereby agree to give the other Party at least thirty (30) days written notice prior to termination of any holdover tenancy.

11. FISCAL FUNDING.

(A) As set forth in State of Colorado Fiscal Rules and §23(B) below, this Lease is dependent upon the continuing availability of funds beyond the term of the State's current fiscal period ending upon the next succeeding June 30, as financial obligations of the State of Colorado payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available. While the act of appropriation is a legislative act, Tenant will take appropriate actions under the laws applicable to Tenant to timely and properly budget for, request of and seek and pursue appropriation of funds from the General Assembly of the State of Colorado permitting Tenant to make payments required hereunder during the period to which such appropriation applies. If funds are not appropriated, this Lease shall terminate upon the exhaustion of such appropriation, with no penalty or additional cost to Tenant. Tenant shall notify Landlord of such non-allocation of funds by sending written notice thereof to Landlord forty-five (45) days prior to the effective date of termination.

(B) Tenant's obligation to pay rent hereunder constitutes a current expense of Tenant payable exclusively from Tenant's funds and shall not in any way be construed to be a general obligation indebtedness of the State of Colorado or any agency or department thereof within the meaning of any provision of §§ 1,2,3,4, or 5 of Article XI of the Colorado Constitution, or any other constitutional or statutory limitation or requirement applicable to the State concerning the creation of indebtedness. Neither Tenant, nor Landlord on its behalf, has pledged the full faith and credit of the State, or any agency or department thereof to the payment of the charges hereunder, and this Lease shall not directly or contingently obligate the State or any agency or department thereof to apply money from, or levy or pledge any form of taxation to, the payments due hereunder.

12. FEDERAL FUNDING. If any or all funds for payment of this Lease are provided by the Federal Government, this Lease is subject to and contingent upon the continuing availability of Federal funds, and if such funds are not made available, Tenant may unilaterally terminate this Lease at the end of any month after providing ninety (90) days written advance termination notice to Landlord.

13. NOTICE. Any notice required or permitted by this Lease may be delivered in person or sent by registered or certified mail, return receipt requested, to the Party at the address as hereinafter provided, and if sent by mail it shall be effective when posted in the U.S. Mail Depository with sufficient postage attached thereto:

Landlord:
City of Pueblo
Pueblo Memorial Airport
31201 Bryan Circle, Suite 200
Pueblo, CO 81001

Tenant:
Colorado Department of Public Safety
Execute Director's Office
Attn: Lease Coordinator
700 Kipling Street, Suite 2000
Lakewood, CO 80215

With a copy to:

City of Pueblo
Law Department
1 City Hall Place, 3rd Floor
Pueblo, CO 81003

With a copy to:

Office of the State Architect
Real Estate Programs
1525 Sherman Street, Suite 112
Denver, CO 80203

Notice of change of address shall be treated as any other notice.

14. CONSENT. Unless otherwise specifically provided, whenever consent or approval of Landlord or Tenant is required under the terms of this Lease, such consent or approval shall not be unreasonably withheld or delayed and shall be deemed to have been given if no response is received within thirty (30) days of the date the request was made; **additional time may be given for formal responses taking longer than thirty (30) days due to the city's approval process.** If either Party withholds any consent or approval, such Party shall, after written request, deliver to the other Party a written statement giving the reasons therefore.

15. TENANT'S TAX EXEMPT STATUS. The Parties acknowledge § 39-3-124(1)(b), C.R.S., effective January 1, 2009, exempts the Premises from levy and collection of property tax including Assessed Tax, Special Assessment Tax, Maintenance District, Local Improvement Assessment, Fees and Interest (collectively "Taxes") while leased by Tenant for State purposes and that Landlord shall not receive a levy for property taxes from the County Assessor on the Premises occupied by Tenant during the term of the Lease and any extensions thereof. Tenant shall timely file a copy of the Lease, and any extensions or amendments thereof, with the County Assessor. If the Lease terminates prior to the end date provided for in Article 1(B), or any extension or amendments thereof (early termination), Tenant shall timely file notice of the early termination date with the County Assessor.

~~Tenant's Monthly Rent obligation, per Article 1(B), shall be decreased by the amount of the reduction in Taxes on a monthly prorated basis. So long as Landlord receives an abatement of Taxes from the County Assessor, by reason of Tenant's operation as an agency or department of the State of Colorado:~~

~~(A) Tenant shall receive a credit against its Monthly Rent beginning with the Commencement Date based upon the latest tax information known at the time the lease is prepared for execution. This credit shall be reconciled upon the availability of the tax information for the relevant tax year; and~~

~~(B) Beginning with the availability of the tax information for the relevant tax year Tenant shall receive an on-going credit against its Monthly Rent which shall be reconciled annually.~~

16. ~~TENANT~~ LIABILITY EXPOSURE. Notwithstanding any other provision of this Lease to the contrary, no term or condition of this Lease shall be construed or interpreted as a waiver of any provision of the Colorado Governmental Immunity Act, § 24-10-101, *et. seq.* C.R.S. Liability for claims for injuries to persons or property arising out of the negligence of the State of Colorado, its departments, institutions, agencies, boards, officials and employees is controlled and limited by the provisions of § 24-10-101, *et. seq*., C.R.S. and § 24-30-1501, *et. seq*., C.R.S. All provisions of this Lease are controlled, limited and otherwise modified to limit any liability of ~~Tenant~~ **the Parties** in accordance with the foregoing cited statutes.

17. SECURITY DEPOSIT. Tenant shall not provide a security deposit to Landlord.

18. INSURANCE.

(A) Landlord Insurance. **Landlord is a self-insured, governmental entity covered by the Colorado Governmental Immunity Act (CGIA), and carries and maintains insurance coverage with respect to the Premises during the Lease term in accordance with Colorado law.** Landlord and Landlord's contractors shall carry and maintain the following insurance coverage with respect to the Premises during the Lease term:

1) Commercial General Liability Insurance, **or provided by self-insurance**, covering operations by, or on behalf of, Landlord on an occurrence basis against claims for bodily injury, property damage and personal injury liability with minimum limits of (a) $1,000,000 each occurrence; (b) $2,000,000 general aggregate; (c) $2,000,000 products and completed operations aggregate.

2) Property Insurance, **or provided by self-insurance**, covering the Building, including the Premises, its equipment, and Landlord's interest in improvements and betterments on an "All Risk" basis, including where appropriate the perils of Flood and Earthquake. Coverage shall be written with a

Replacement Cost valuation and include an agreed value provision. The deductible amount shall not exceed $25,000 unless approved by Tenant. The policy shall also include a rental income extension.

3) Workers' Compensation Coverage for employees of Landlord as required by law and employer's liability insurance.

~~4) All policies shall be written with carriers approved to do business in the State of Colorado with an A.M. Best Rating of at least A- VII and shall contain a Waiver of Subrogation on behalf of Tenant. The above insurance policies shall include provisions preventing cancellation or non-renewal without at least 30 days prior notice to Landlord and Landlord shall forward such notice to the State within seven days of Landlord's receipt of such notice. Landlord shall provide Tenant certificates of Insurance confirming renewal of the coverage at least fifteen (15) days prior to expiration.~~

(B) Tenant Insurance. Tenant shall provide insurance on its inventory, equipment, and all other personal property located on the Premises against loss resulting from fire or other casualty at Tenant's sole cost. Tenant shall have the right to provide such insurance under a self-insurance program, or, at any time during the term of this Lease, to provide such insurance through an insurance company. With respect to general liability, Tenant is self-insured in accordance with the provisions of the Colorado Governmental Immunity Act set forth at § 24-10-101, *et. seq.,* C.R.S. and the Colorado Risk Management Act, § 24-30-1501, *et. seq*., C.R.S.

19. CONVEYANCE OF THE PREMISES, ASSUMPTION OF LEASE, ATTORNMENT AND NON-DISTURBANCE.

(A) If Landlord assigns this Lease or if the Premises are sold, transferred or conveyed, (all collectively called "Assignment"), within ten (10) days of the Assignment of the Lease, Landlord shall provide Tenant notice thereof pursuant to Article 13 of this Lease in a form substantially in conformity with that described in Exhibit B. Said notice shall include the name and address of the New Landlord (any assignee of this Lease, or any purchaser of the Premises, or any other successor owner or assignee of Landlord through foreclosure or deed in lieu of foreclosure [the "New Landlord"]), the New Landlord's Social Security or Federal Employer's Identification Number, and documentation evidencing the Lease Assignment, whether it be an assignment and assumption of Lease, deed or other transfer.

(B) If Landlord fails to provide Tenant the notice of Assignment provided for in the preceding paragraph (A) and Tenant receives written notice from a third-party claiming to be the New Landlord under a transaction constituting an Assignment of Lease, and the New Landlord provides Tenant the evidence of transfer specified in paragraph (A), Tenant shall provide Landlord written notice of the New Landlord's claim at the address provided for in Article 13. If Landlord does not contest the New Landlord's claim in writing to Tenant within ten (10) days from the date of Tenant's written Notice to Landlord, Tenant may recognize the New Landlord as Landlord under the Lease and shall thereafter pay the monthly rent and other obligations under the Lease to the New Landlord and Landlord shall have waived any further rights under the Lease and shall be barred from further rights thereunder, including, but not limited to, the right to receive rent. In addition, any Tenant audit rights (*see* Article 26(C)4)) which resulted in a monetary obligation due the Tenant shall then become the full responsibility of the New Landlord.

(C) The New Landlord's title, right and interest in the Premises, however acquired, shall be subject to all Lease provisions, including, not limited to, the non-disturbance of Tenant's possession of the Premises and Tenant shall recognize the New Landlord as Landlord under the Lease. Tenant's attornment to the New Landlord shall not waive any rights of Tenant against the prior Landlord. All payments previously made by Tenant to the prior Landlord and all other previous actions taken by Tenant under the Lease shall be considered to have discharged those obligations of Tenant under the Lease. The New Landlord's acceptance of the rent payment provided for in the Lease shall constitute the New Landlord's assumption of the Lease and obligations of the Landlord's thereunder.

20. COLLOCATION. If the State builds, leases, or otherwise acquires a building for the purpose of collocating in one area, State agencies, State institutions of higher education, or sections, divisions, or functional groups within the State, or designates an existing State or political subdivision thereof real property interest for such collocation of Tenant, this Lease may be terminated by Tenant by giving written notice to Landlord not less than sixty (60) days prior to Tenant's intent to vacate and terminate the Lease. Following the date of such termination stated in the written notice to Landlord, Tenant shall not be liable to perform any of its obligations under this Lease, including, but not limited to rental payments, following the date of such termination.

21. INDEPENDENT CONTRACTOR. 4 CCR § 801-2. The Landlord shall perform its duties hereunder as an independent contractor and not as an employee. Neither Landlord nor any agent or employee of Landlord shall be or shall be deemed to be an agent or employee of the State. Landlord shall pay when due all required employment taxes and income tax and local head tax on any monies paid by the State pursuant to this Lease. Landlord acknowledges that Landlord and its employees are not entitled to unemployment insurance benefits unless Landlord or third party provides such coverage and that the State does not pay for or otherwise provide such coverage. Landlord shall not have authorization, express or implied, to bind the State to any agreements, liability, or understanding except as expressly set forth herein. Landlord shall provide and keep in force Workers' Compensation (and provide proof of such insurance when requested by the State) and unemployment compensation insurance in the amounts required by law, and shall be solely responsible for the acts of Landlord, its employees and agents.

22. NO VIOLATION OF LAW.

(A) § 18-8-301, *et seq*., C.R.S. and § 18-8-401, *et seq*., C.R.S. The signatories hereto aver that they are familiar with § 18-8-301, *et. seq*., C.R.S. (Bribery and Corrupt Influences) and § 18-8-401, *et. seq*., C.R.S. (Abuse of Public Office), and that no violation of such statutes has occurred under this Lease.

~~(B) § 24-76.5-101, *et seq*., C.R.S. Landlord, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that he or she (a) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (b) shall comply with the provisions of § 24-76.5-101 *et seq*., C.R.S. and (c) has produced one form of identification required by § 24-76.5-103 C.R.S. prior to the effective date of this Lease.~~

23. COLORADO SPECIAL PROVISIONS

(A) CONTROLLER'S APPROVAL. § 24-30-202(1), C.R.S. This contract shall not be valid until it has been approved by the Colorado State Controller or designee.

(B) FUND AVAILABILITY. § 24-30-202(5.5), C.R.S. Financial obligations of the State payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

(C) CHOICE OF LAW. Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Lease. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. Any provision incorporated herein by reference which purports to negate this or any other Special Provision in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision shall not invalidate the remainder of this contract, to the extent capable of execution. The Landlord shall strictly adhere to all applicable federal and State laws, rules, and regulations that have been or may hereafter be established, including those dealing with discrimination and unfair employment practice, in performing its obligations under the Lease.

(D) LANDLORD/VENDOR OFFSET. § 24-30-202(1), C.R.S. and § 24-30-202.4, C.R.S. Subject to § 24-30-202.4(3.5), C.R.S, the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: (a) unpaid child support debts or child support arrearages; (b) unpaid balances of tax, accrued interest, or other charges specified in § 39-21-101, *et. seq*., C.R.S.; (c) unpaid loans due to the Student Loan Division of the Department of Higher Education; (d) amounts required to be paid to the Unemployment Compensation Fund; and (e) other unpaid debts owing to the State as a result of final agency determination or judicial action.

(E) EMPLOYEE FINANCIAL INTEREST. § 24-18-201, C.R.S. and § 24-50-507, C.R.S**.** The signatories aver that to their knowledge, no State employee has any personal or beneficial interest whatsoever in the service or property described herein.

24. ~~BROKER REPRESENTATION: Landlord and Tenant acknowledge that _____ is acting as a Landlord Agent on behalf of Landlord in this transaction and _____ ("_____") is acting as a Tenant Agent on behalf of Tenant in this transaction. Further, Landlord and Tenant acknowledge that in consideration of _____ acting as a Tenant Agent on behalf of the State of Colorado in this transaction, it will receive a leasing commission by separate agreement with _____.~~

25. GENERAL PROVISIONS

(A) Binding Effect. All provisions herein contained, including the benefits and burdens, shall extend to and be binding upon the Parties' respective heirs, legal representatives, successors, and assigns.

(B) Captions. The captions and headings in this Lease are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions.

(C) Construction Against Drafter. In the event of an ambiguity in this Lease the rule of Lease construction that ambiguities shall be construed against the drafter shall not apply and the Parties hereto shall be treated as equals and no Party shall be treated with favor or disfavor.

(D) Counterparts **and Electronic Signature**. This Lease may be executed in multiple identical original counterparts, all of which shall constitute one agreement. **This Lease 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.**

(E) Entire Understanding. This Lease represents the complete integration of all understandings between the Parties and all prior representations and understandings, oral or written, are merged herein. Prior or contemporaneous additions, deletions, or other changes hereto shall not have any force or effect whatsoever, unless embodied herein.

(F) Jurisdiction and Venue. All suits or actions related to this Lease shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

(G) Modification.

1) By the Parties. Except as specifically provided in this Lease, modifications hereof shall not be effective unless agreed to in writing by the Parties in an amendment hereto, properly executed and approved in accordance with applicable **Municipal law**, Colorado State law, State Fiscal Rules, and Office

of the State Controller Policies, including, but not limited to, the policy entitled MODIFICATION OF LEASES - TOOLS AND FORMS.

2) By Operation of Law. This Lease is subject to such modifications as may be required by changes in Federal or Colorado State law, or their implementing regulations. Any such required modification automatically shall be incorporated into and be part of this Lease on the effective date of such change, as if fully set forth herein.

(H) Order of Precedence. The provisions of this Lease shall govern the relationship of the State and Landlord. In the event of conflicts or inconsistencies between this Lease and its exhibits and attachments, including, but not limited to, those provided by Landlord, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority:

1) Colorado Special Provisions,
2) The remaining provisions of the main body of this Lease,
3) Section 27, Additional Provisions
4) **Exhibit D, Title III – Operating Departments CHAPTER 1 Airport**
5) Exhibit A, Premises,
~~6) Exhibit C, Commission Sharing,~~
7) Exhibit B. Notice of Assignment,
~~8) Exhibit D, Tenant Improvements (where applicable).~~
9) **Exhibit E, Pueblo Airport Jettison Area and Communications Letter**

(I) Severability. Provided this Lease can be executed and performance of the obligations of the Parties accomplished within its intent, the provisions hereof are severable and any provision that is declared invalid or becomes inoperable for any reason shall not affect the validity of any other provision hereof, provided that the Parties can continue to perform their obligations under this Lease in accordance with its intent.

(J) Survival of Certain Lease Terms. Notwithstanding anything herein to the contrary, provisions of this Lease requiring continued performance, compliance, or effect after termination hereof, shall survive such termination and shall be enforceable by the State if Landlord fails to perform or comply as required.

(K) Taxes Other than Real Property. The State is exempt from all federal excise taxes under IRC Chapter 32 (No. 84-730123K) and from all State and local government sales and use taxes under §§ 39-26-101 and 201, *et. seq*., C.R.S. Such exemptions apply when materials are purchased or services are rendered to benefit the State; provided however, that certain political subdivisions (e.g., City of Denver) may require payment of sales or use taxes even though the product or service is provided to the State. ~~Landlord shall be solely liable for paying such taxes as the State is prohibited from paying or reimbursing Landlord for such taxes.~~

(L) Third Party Beneficiaries. Enforcement of this Lease 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 Lease are incidental to the Lease, and do not create any rights for such third parties.

(M) Waiver. Waiver of any breach under a term, provision, or requirement of this Lease or any right or remedy hereunder, whether explicitly or by lack of enforcement, shall not be construed or deemed as a waiver of any subsequent breach of such term, provision or requirement, or of any other term, provision, or requirement.

(N) Extinguishment and Replacement. This Lease extinguishes and replaces any prior leases between the Parties related to the Premises upon the Commencement Date hereof.

(O) Quiet Enjoyment. The State shall be entitled to quiet enjoyment of the Premises as long as it is not in default under the provisions hereof.

(P) CORA Disclosure. To the extent not prohibited by federal law, this Lease and the performance measures and standards under § 24-103.5-101, C.R.S. if any, are subject to public release through the Colorado Open Records Act, § 24-72-101, *et. seq*., C.R.S.

(Q) Indemnification. ~~Landlord shall indemnify, save, and hold harmless the State, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees and related costs, incurred by any of the Indemnified parties as a result of any act or omission by Landlord, or its employees, agents, subcontractors, or assignees in connection with this Lease.~~ **The Parties shall each be liable for the actions or omissions of their organizations, officers, employees, and agents, and neither Party shall indemnify the other.** The provisions hereof shall not be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions, of the Colorado Governmental Immunity Act, § 24-10-101, *et. seq.*, C.R.S.

(R) Any term included in this Lease that requires the State to indemnify or hold Landlord harmless; requires the State to agree to binding arbitration; limits Landlord'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 Lease shall be construed as a waiver of any provision of the State Fiscal Rules.

26. ADDITIONAL RENT. Should Tenant desire exclusive use of the ramp adjacent to the Premises, Tenant may notify Landlord of the same in writing. If such ramp is available for exclusive use and Landlord agrees to Tenant's exclusive use in writing, Tenant may rent the ramp space at a rate of seven cents ($0.07) per square foot of ramp space, charged monthly and to be paid in the same manner as the base rent set forth in Section 1 of this Lease.

27. ADDITIONAL PROVISIONS.

(A) 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 Landlord and of any other existing or future agreement between the Landlord 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 facilities.

(B) Tenant, its officers, agents and employees shall observe and comply with all applicable local laws, regulations and ordinances now existing or hereafter adopted relating to the use and occupancy of the Airport or rented premises including without limitation Chapter 1 of Title III of the Pueblo Municipal Code.

(C) Tenant, its officers, agents and employees shall observe and comply with all minimum standards and rules regulating operations and activities from and upon the Airport adopted from time to time by Landlord, as attached hereto and incorporated by reference herein as "Exhibit D", Title III – Operating Departments CHAPTER 1 Airport. Such minimum standards and rules shall not be applied arbitrarily, discriminatorily, or unreasonably. Except with respect to matters of public health and safety, if any provision of this Lease shall conflict with any provision of the minimum standards and rules adopted or amended by Landlord after commencement date, the conflicting provision of this Lease shall control.

(D) Tenant agrees that no flammable liquids or hazardous materials shall be used or stored on the premises, excepting the fuel in the aircraft fuel tanks or in the tank of a stored automobile, properly parked.

(E) Tenant agrees not to use the rented premises for commercial or residential uses and that all uses shall be substantially aeronautical.

(F) Tenant agrees to provide drip pans of a non-flammable material under the aircraft to prevent damage to the floor, should said aircraft leak any fluids.

(G) It is expressly understood by Tenant that security within the air operations area of the Airport is vital. The drive through gate entering the air operations area shall be kept closed and locked at all times except for ingress and egress. Only automobiles belonging to owners of aircraft hangered therein will be permitted on the air operations area. Any automobile brought by Tenant shall be the sole responsibility of the Tenant.

(H) Violation of Federal Aviation Administration (FAA) and Transportation Security Administration (TSA) rules and regulations at the Pueblo Memorial Airport shall be grounds for immediate termination of this Lease.

(I) No person or automobile shall go beyond the immediate vicinity of the rented premises without the express written consent of the Director of Aviation. Automobiles must be parked in designated parking spaces or within the hangar, except that the hangar cannot be used solely for storage of automobiles.

(J) The Landlord 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 may be needed as the result of the determination of any Federal governing authority, at any time, regardless of the desires or view of Tenant, and without interference or hindrance from Tenant or liability to Tenant. Landlord will provide notice to Tenant as soon as reasonably possible upon knowledge of this information. In the event such a modification or abandonment occurs, the State shall have the right to terminate this Lease on notice to Landlord, and the State's obligation to pay Monthly Rent shall terminate as of the month following that in which notice to Landlord is sent.

(K) The Landlord 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 Tenant in this regard.

(L) Tenant 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 rented premises, or in the event of any planned modification or alteration of any present or future building or structure on the rented premises.

(M) It is understood and agreed that nothing contained in this Lease shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308 of the Federal Aviation Act.

(N) Landlord 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 rented premises, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft now known or hereafter used for navigation or flight in said airspace, and for use of said airspace for landing on, taking off from, or operations on or over the Pueblo Memorial Airport.

(O) Tenant by accepting this Lease expressly agrees for itself, its successors and assigns that it will not erect nor permit the erection of any structure, building or object nor permit the growth of any tree on the rented premises to a height not to exceed 25 feet above ground level. In the event the aforesaid covenant is breached, the Landlord reserves the right to enter upon the rented premises and to remove the offending structure or object and cut the offending tree, all of which shall be at the expense of the Tenant.

(P) Tenant shall not make use of the Premises in any manner which might interfere with the landing and taking off of aircraft at Pueblo Memorial Airport or otherwise constitute a hazard to aviation. In the event the aforesaid covenant is breached, the Landlord reserves the right to enter upon the rented premises and cause the abatement of such interference at the expense of the Tenant.

(Q) Tenant reserves the right to grant and to take easements or rights of way in, under, over and across the rented premises, in which event, Tenant shall only be entitled to compensation for damages to hangars and other improvements of the Tenant destroyed or damaged thereby, but not to damages for loss of use of the rented premises.

(R) The Tenant, 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 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 imposes pursuant to 49 CFR, Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as the regulations may be amended.

(S) INCONVENIENCE DURING CONSTRUCTION. Tenant recognizes that from time to time it will be necessary for the Landlord to initiate and carry forward programs of construction, reconstruction, expansion, relocation, maintenance, and repair at and to the Pueblo Memorial Airport in order that the Pueblo Memorial Airport and its facilities may be suitable for the volume and character of air traffic and flight activity which will require accommodation, and that such construction, reconstruction, expansion, relocation, maintenance, and repair may inconvenience or interrupt Tenant's operations at the Pueblo Memorial Airport. Tenant agrees that no liability shall attach to Landlord, its officers, agents, employees, contractors, subcontractors, and representatives by reason of such inconvenience or interruption, and for and in further consideration of the premises, Tenant waives any right to claim damages or other consideration therefore, provided, however, that this waiver shall not extend to, or be construed to be a waiver of, any claim for physical damage to property resulting from negligence or willful misconduct of the Landlord, its officers, agents, employees, contractors, subcontractors, and representatives.

(T) RIGHT OF INSPECTION. Landlord reserves and retains for its officers, employees and authorized representatives the right to enter the Premises during reasonable business hours. Landlord shall provide Tenant with written notice at least 3 days prior to inspecting the Premises for the purpose of inspecting and protecting the Premises, and for doing reasonable matters which the Landlord may deem necessary for the proper general conduct and operation of the Pueblo Memorial Airport.

IN WITNESS WHEREOF, the Parties hereto have executed this Lease

LANDLORD
CITY OF PUEBLO, A MUNICIPAL CORPORATION
Nicholas A. Gradisar, Mayor

By: _____
Authorized Signatory

Date: _____

TENANT
STATE OF COLORADO
Jared S. Polis, Governor
The Department of **Public Safety**

By: _____
Executive Director

Date: _____

REAL ESTATE PROGRAMS
STATE OF COLORADO
Jared S. Polis, Governor
DEPARTMENT OF PERSONNEL & ADMINISTRATION
Office of State Architect, For the Executive Director

By: _____

Date: _____

OFFICE OF RISK MANAGEMENT
STATE OF COLORADO
Jared S. Polis, Governor
DEPARTMENT OF PERSONNEL & ADMINISTRATION
For the Executive Director

By: _____
State Risk Manager

Date: _____

LEGAL REVIEW
DEPARTMENT OF LAW
Philip J. Weiser, Colorado Attorney General
ATTORNEY GENERAL (or authorized Delegate)

By: _____

Date: _____

ALL CONTRACTS MUST BE APPROVED BY THE STATE CONTROLLER:

CRS 24-30-202 requires that the State Controller approve all State contracts. This contract is not valid until the State Controller, or such assistant as he may delegate, has signed it. The Landlord is not authorized to begin performance until the contract is signed and dated below. If performance begins prior to the date below, the State of Colorado may not be obligated to pay for the good and/or services provided.

STATE OF COLORADO
Jared S. Polis, Governor
STATE CONTROLLER'S OFFICE
State Controller (or authorized Delegate)

By: _____

Date: _____

EXHIBIT A

PREMISES



EXHIBIT B

NOTICE OF ASSIGNMENT OF LEASE
ASSUMPTION OF LEASE BY NEW LANDLORD

Date: _____

_____ [Tenant]
_____ [Tenant's Address for Notice
_____ (See Art. 13 of Lease)]
_____, Tenant

Re: Lease for: _____, dated _____ [Lease Address (See Art. 1 of Lease]
_____, Landlord [Landlord]

Dear Tenant:

Pursuant to Article 13 of the above referenced Lease, Tenant is hereby notified that on _____ [date], the Lease was assigned to:

_____
_____
_____ [Name/Address of New Landlord], the "New Landlord."
The New Landlord's W-9 is attached.

Evidence of the transaction constituting the Assignment of Lease is by [mark as is appropriate]: __ Assignment and Assumption of Lease; __ Deed _____ [Type of Deed]; __ Other [Specify} _____ _____; dated, which document is attached and made part hereof.

Tenant's rental obligations after _____ (date) should be paid to the New Landlord at:

_____
_____
_____

The signatory below affirms the information provided in this Notice is true and acknowledges the New Landlord has assumed the obligations of Landlord under the Lease.

By: _____
LANDLORD

By: _____
NEW LANDLORD

Enclosures

EXHIBIT C

~~COMMISSION SHARING BETWEEN THE TENANT~~
~~AND THE REAL ESTATE SUPPORT SERVICES VENDOR~~

~~Pursuant to the contract for Real Estate Support Services between _____ and the State dated _____, Landlord and Tenant acknowledge that in consideration of _____ acting as a Tenant Agent on behalf of the State of Colorado in this transaction, it will receive a leasing commission of $__,___.__ of which 30% ($__,___.__) will be credited to Tenant as shown in Article 1(B) of the Lease and 70% of the leasing commission ($__,___.__) shall be remitted to _____ upon the full execution of this Lease.~~

[RESERVED]

CHAPTER 1 Airport

Sec. 3-1-1. Definitions.

(a) *Airport* means the Pueblo Memorial Airport, City of Pueblo, Pueblo County, Colorado, including all land and improvements, facilities and development owned, controlled or operated and maintained by the City in connection with its operation of said airport. For purposes of convenience, the land area of the airport is divided into two (2) parts, the airport industrial park and the Airport Operations Area.

(b) *Airport Industrial Park* means that portion of the airport south of the airport property line as shown on the official airport layout plan on file in the office of the Airport Manager extended easterly to the east boundary of the airport and extended westerly to the west boundary of the airport, together with all improvements thereon; excepting that parkway extending from the terminal building on the north to the Railroad property line on the south and fifty (50) feet east of the northbound lanes and fifty (50) feet west of the southbound lanes of Keeler Parkway.

(c) *AOA or Air Operations Area* shall have the meaning defined in 14 CFR § 153.3 and be any area of the airport, both public and leased, used or intended to be used for the landing, takeoff, taxiing, parking of aircraft or other aeronautical activity designated so by the Airport Manager, or so shown on the airport layout plan. This includes:

(1) The operations control area, consisting of administration and terminal buildings, weather bureau building, tower, hangars, warehouses and similar buildings, together with all lands appurtenant and immediately adjacent thereto, also including the parkway;

(2) The ramp and apron area, comprising that area covered by concrete or asphalt, whether or not resurfaced, lying immediately north of the operations control area;

(3) The landing area comprising the runways, taxiways, approach areas, access routes and emergency response roads;

(4) The air operations area, consisting of both the ramp and apron area and the landing area; and

(5) The air side area, consisting of and including that portion of the operations control area used for storing, parking or movement of aircraft and the air operations area.

(d) *Airport Manager* means the Director of Aviation or person in charge of the airport for the City, his or her assistant or duly authorized representative.

(e) *Fire Chief* means the head of the Pueblo Fire Department or, in his or her absence, the senior Pueblo Fire Department officer present at the airport.

(f) *FAA* means the Federal Aviation Administration.

(g) *Aircraft* means any and all contrivances used now or in the future for the navigation of flight in air or space, including but not limited to airplanes, airships, sail planes, gliders, helicopters and amphibians.

(h) *Air carriers* means scheduled or nonscheduled aircraft operating under a certificate issued by the FAA.

(i) *Airline personnel* means all officers, agents and employees of air carriers.

(j) *General aviation* means all aircraft that are not air carriers or military.

(k) *Vehicle* or *motor vehicle* means all vehicles and motorized equipment moving on the ground propelled by power, including muscular power, and including trailers and coaches, but excepting aircraft while taxiing and construction equipment being used in actual construction in progress on the airport.

(l) *Aircraft emergency* means a problem or condition involving an aircraft, whether in flight or on the ground, which could endanger lives or property. An aircraft emergency can be declared by the pilot, ATC, airport management or other personnel responsible for the safe operation of the aircraft or airport.

(m) *ARFF (Aircraft Rescue and Firefighting)* means the primary firefighting personnel and equipment responding to emergencies on the airport; where the term is used in a context which requires the approval of ARFF, it shall mean the Fire Chief or his or her designee.

(n) *ACM (Airport Certification Manual)* means the specifications containing the minimum operating standards of the airport approved by the FAA.

(o) *Airport management* means any member of the Department of Aviation, or any other airport employee designated by the Airport Manager to be responsible for the safe operation of the airport and specifically designated with the authority to do so by the Airport Manager.

(p) *Airport Security Plan* or *ASP* means the Transportation Security Administration (TSA) approved plan specifying security methods, plans and procedures applicable to airport operations and access.

(q) *Air Traffic Control* or *ATC* means personnel, equipment, air traffic services and FAA procedures provided or prescribed for use at the airport, including those procedures for operation of aircraft at an uncontrolled airport.

(r) *Apron* means those portions of the airport, both public and leased, designated for the movement, parking and/or storage of aircraft.

(s) *Commercial operations* means the conduct of any activity on the airport for hire or compensation.

(t) *FAR* means the Federal Aviation Regulations found in Title 14, Code of Federal Regulations.

(u) *Ground Vehicle Operation Handbook* means the pedestrian and ground safety manual approved by the Airport Manager.

(v) *Movement area* means that portion of the AOA consisting of runways, taxiways and other landing areas of the airport which are utilized for taxiing, hover taxiing, air taxiing, and landings and takeoffs of aircraft, exclusive of aprons, ramps and perimeter roadways. Communication with ATC is required to access and operate in the movement area.

(w) *Non-movement area* means that portion of the AOA consisting of aprons, ramps and perimeter roadways. Communication with ATC is not required to access and operate in the nonmovement area.

(x) *Operator* means any person who pilots, controls or maintains, whether directly or indirectly, an aircraft or vehicle.

(y) *Public area* means that portion of the airport available for use by the general public.

(z) *Restricted area* means that portion of the airport to which no access is permitted except upon specific authorization by the Airport Manager.

(aa) *Run-up* means any operation of a stationary aircraft engine above idle power except to overcome inertia for taxiing for takeoff.

(bb) *Secure area* means that portion of the AOA identified in the ASP designated for air operators which have a security program under CFR Part 1544 or 1546 to enplane and deplane passengers and sort and load luggage.

(cc) *SIDA (Security Identification Display Area)* means that portion of the AOA, identified in the ASP, requiring display of an approved airport access badge.

(1957 Code, §7-1; Ord. No. 3623, 11-13-72; Ord. No. 8181 §1, 4-26-10)

Sec. 3-1-2. General provisions.

(a) Liability. The privilege of using the airport and its facilities shall be conditioned on the assumption of full responsibility and risk by the user thereof, and all users shall release, hold harmless and indemnify the City, its officers, employees and tenants from any liability or loss resulting from such use as well as against claims of third parties so using the airport.

(b) Scope. All users of and persons on the airport shall be governed by this Code and the rules, regulations and procedures that will from time to time be promulgated by the Airport Manager. It shall be the duty of the Airport Manager to enforce provisions of this Code and any rules and regulations adopted by the City.

(c) Commercial Operations. It shall be unlawful and a municipal offense for any person to conduct any commercial operations on the airport without having first obtained a written contract, lease or permit from the City. For the purposes of this Section, the following activities shall constitute conducting commercial operations on the airport:

(1) The sale of any goods, wares, merchandise or services.

(2) The advertising of any business by word of mouth, billboard or sign on the airport, excepting signs painted on or fixed to a motor vehicle.

(3) The use of an aircraft on the airport in the transportation of persons or property for hire.

(4) The rental of aircraft for hire.

(5) Maintenance, inspections and oil changes on any aircraft by any person receiving compensation therefor.

(6) The transportation of persons or property by a motor vehicle where the person providing the transportation receives compensation.

(d) Flying Clubs. Flying club aircraft must be owned and operated on a nonprofit basis or as a nonprofit Colorado corporation, and each club member must be a bona fide owner of a part of the aircraft or a share in the corporation. The club may not derive greater revenue from the use of aircraft than the amount necessary for the operation, maintenance and replacement of the aircraft and will file and keep up-to-date with the Airport Manager a list of the membership. If the Airport Manager has reason to believe a club is being operated so that it falls under the "commercial" classification, he or she shall so notify the club. If the club fails to remedy the condition, the Airport Manager shall reclassify the aircraft. Thereafter, the club shall be classified as a commercial operation. The Airport Manager shall have authority to deny the use of a club classification to any group failing to meet the requirements outlined herein.

(e) Soliciting. It shall be unlawful and a municipal offense for any person to solicit funds for any purpose on the airport without having first obtained permission from the Airport Manager.

(f) Restricted Areas. It shall be unlawful and a municipal offense for any person to enter any restricted area that is posted as closed to the public, except employees and persons authorized by the Airport Manager.

(g) Sanitation. It shall be unlawful and a municipal offense for any person to place any garbage, refuse and other waste material in any receptacle, except as shall be specifically provided for such purpose.

(h) Conduct of Business. It shall be the responsibility of tenants to conduct their business in accordance with their agreement with the City and this Chapter.

(i) Suspension of Operations. The airport shall be open for public use at all hours of the day and night, subject to restrictions due to inclement weather as determined by the FAA, conditions of the landing area, presentation of special events and like causes as may be determined by the Airport Manager.

(j) Advertising. No person shall post, distribute or display signs, advertisements, handbills, circulars or printed or written matter of a commercial nature at the airport without specific authorization from the Airport Manager or within the guidelines and policies established by the City.

(k) It shall be unlawful for any person, aircraft or vehicle to enter upon the airport property for aeronautical purposes, or in support of aeronautical purposes, from an off-airport parcel of land, and commonly known as through-the-fence operations, unless such access has been approved by the Airport Manager, and such access is being conducted in compliance with any regulations, policies, licensing and permitting established by the City and all associated fees have been paid.

(l) Airport Policies and Procedures. All users of and persons on the airport shall be governed by and subject to the following:

(1) The Storm Water Management Plan (SWMP), Spill Prevention Control and Countermeasure Plan (SPCCP), and other environmental regulations now in effect or hereafter adopted or revised for the airport.

(2) Policies, rules, regulations and procedures of the airport now in effect or hereafter adopted or revised for the airport.

(3) Minimum standards, business licensing policy, permitting policy and rates/charges now in effect or hereafter adopted or revised for the airport.

(m) All flight and ground aircraft operations and vehicle operations at the airport shall be conducted in accordance with FAA and airport rules and regulations, policies, procedures and recommendations for aircraft and airports now in effect or hereafter adopted and any Airport Certification Manual, Operations Manual or Ground Vehicle Operation Handbook now in effect or hereafter adopted for the airport.

(1957 Code, §7-2; Ord. No. 4880, 7-27-81; Ord. No. 7082 §1, 11-24-03; Ord. No. 8181 §1, 4-26-10)

Sec. 3-1-3. Aircraft operations.

(a) Aircraft shall be operated and maintained at all times in accordance with applicable FAA regulations.

(b) Parking and storage of aircraft will be accomplished only in areas designated by the Airport Manager. Parked and unattended aircraft shall be chocked or tied down if remaining overnight. No aircraft shall be parked in the movement area of the AOA without the permission of airport management.

(c) No aircraft shall be parked, stored, washed or repaired at the airport except in the areas designated by the Airport Manager for such use.

(d) At the request of the Airport Manager, the operator of any aircraft on the airport shall move the aircraft from the place where it is parked or stored to any other place designated on the airport. If the operator fails or refuses to comply, the Airport Manager may cause the aircraft to be towed to such place at the operator's expense and without liability for damage which may result in the course of such moving.

(e) Except in emergency, no aircraft equipped with a tail skid in place of the tail wheel will land or take off from a paved surface of the airport.

(f) In the event of an accident, the Airport Manager may move damaged aircraft from the landing areas, ramps, aprons or other areas at the expense of the owner, without liability for damage which may result in the course of such moving.

(g) The pilot of an aircraft involved in an accident on or near the airport causing personal injury or property damage shall report such accident to airport management. In the event that he or she is unable to make such report, the owner or his or her agent and witnesses can accomplish such report. Any damage to airport installations, equipment or property as a direct or indirect consequence of an aircraft accident or emergency shall be the responsibility of the owner of the aircraft causing such damage. Repair of such damage shall be ordered and accomplished by the Airport Manager, and the City shall submit an invoice of the cost thereof, which shall be due and payable upon receipt, to the responsible owner.

(h) The Airport Manager shall have the authority to detain any aircraft for nonpayment of charges, fees or expenses due the City.

(i) Aircraft shall register in accordance with the procedures established by the FAA.

(j) Ground operation of aircraft including taxi run-up and use of preferential runways will be in accordance with procedures established by the Airport Manager. No person shall run-up any aircraft engine at the airport except in a place designated for such purposes by the Airport Manager. At no time shall any person run-up any aircraft engine in such a position that hangars, shops, other buildings, parked vehicles or persons are in the path of propeller or jet blast. No aircraft engine may be run-up within fifty (50) feet of any building on the airport.

(k) Special events such as air shows, air races, fly-ins, skydiving and all events requiring the general use of the airport, other than normal or routine airport traffic, shall be held only upon prior approval of the Airport Manager and on such dates, in such areas and upon terms and conditions as shall be specified by the Airport Manager.

(l) For the purpose of prosecution for failure to comply with any provision of this Chapter, in the absence of evidence to the contrary, it shall be presumed that the owner of any aircraft was the operator of such aircraft.

(m) All persons operating an aircraft shall adhere to all noise abatement procedures and policies in effect at the airport, except in the case of an aircraft emergency. The Airport Manager is authorized to place into effect temporary or permanent noise abatement procedures or policies if deemed necessary.

(n) Damaged or disabled aircraft parked or stored in an authorized, assigned, leased or otherwise properly designated area in excess of thirty (30) days without undertaking repair or restoration to operable condition will, in the absence of special arrangements with and permission of the Airport Manager, be deemed abandoned or junked aircraft subject to impoundment as illegally parked aircraft.

(o) Parking Fees. The City shall establish and maintain a schedule of fees to be charged for the parking of aircraft on the public use transient apron and on other designated public access parking areas. No person shall park an aircraft on any such public parking areas overnight unless the required overnight parking fees have been paid. If any aircraft is found parked in violation of this Section, and the identity of the operator cannot be determined, the owner, or person in whose name such aircraft is registered, shall be held responsible for such violation and fees.

(1957 Code, §7-3; Ord. No. 3170, 1, 1-8-68; Ord. No. 8181 §1, 4-26-10)

Sec. 3-1-4. Motor vehicles.

(a) The traffic ordinances of the City and the Model Traffic Code for Colorado Municipalities, as adopted by the City, apply to the streets, roads and parking areas on the airport. All persons shall comply with all traffic control devices, signs, signals, markings or insignia erected, installed or placed by authority of the Airport Manager or the City or County. This shall apply, when applicable, to both vehicular and pedestrian traffic.

Insofar as possible, all such devices, signs, markings or insignia shall conform to the manual and specifications adopted by the State of Colorado, County of Pueblo and/or City of Pueblo as appropriate.

(b) The Airport Manager, or employees of the airport designated by the Airport Manager, shall be empowered to enforce all traffic rules and regulations within the airport.

(c) It shall be unlawful and a municipal offense for any person to fail or refuse to comply with the lawful orders of the Airport Manager or any employee of the airport designated by the Airport Manager, a police officer or a member of the Fire Department at the scene of a fire or accident.

(d) It shall be unlawful and a municipal offense for any person to operate a motor vehicle on the AOA except as authorized by the Airport Manager.

(e) It shall be unlawful and a municipal offense for any person to park a motor vehicle, for loading, unloading or any other purpose, on the airport except in the areas specifically established for parking and designated as such by signs, lines or other means.

(f) It shall be unlawful and a municipal offense for any person to abandon any motor vehicle on the airport. The Airport Manager shall have the authority to tow or otherwise move motor vehicles which are parked by their owners or operators on the airport in violation of the regulations of the airport, at the owner's expense and without liability for damage which may result in the course of such moving and to detain the motor vehicles until all such charges are paid.

(g) It shall be unlawful and a municipal offense for any person to park any vehicle in any manner that will obstruct fire gates on entrances to the airport. In all cases, vehicular traffic shall yield the right-of-way to aircraft.

(h) Inoperable, abandoned or junked motor vehicles will not be permitted to be stored in public view on the airport. Such vehicles may be removed by the Airport Manager at the owner's expense.

(i) Boats, trailers, motor homes and other non-aviation-related vehicles or equipment shall not be stored in public view on the airport, including leased areas.

(j) Unless prior arrangements have been made with the Airport Manager, motor vehicles properly parked but which remain at the airport in excess of thirty (30) days may be removed by the Airport Manager.

(k) Aircraft taxiing, taking off, landing, repositioning or otherwise moving shall have the right of way in preference over vehicles or pedestrians. No vehicle may operate in the restricted area of the airport, otherwise known as the AOA. No vehicle shall be driven within the movement area of the AOA without first having received specific permission from the airport management and having established radio contact with the FAA ATC Tower.

(l) No person shall operate a vehicle on the airport unless such vehicle is in compliance with all licensing and registration requirements of state and federal law applicable to the type of vehicle.

(m) No person shall operate on the airport any vehicle that is determined to be hazardous or unsafe by airport management which may include, but is not limited to, broken or inoperable: headlights, tail lights, tires, windshields and mirrors. Tugs and other motor vehicles used exclusively for towing aircraft are exempt from this provision, except that such tugs and other motor vehicles must have the customary safety equipment operational at all times for such exclusively used vehicles.

(n) Airport management may restrict the access of any vehicle or person to any part of the airport, both public and leased, to ensure the safety or security of the airport, or to an aircraft accident/incident scene.

(o) Vehicle maintenance is not permitted in any public area, either aeronautical or nonaeronautical.

(1957 Code, §7-4; Ord. No. 3170, §1, 1-8-68; Ord. No. 8181 §1, 4-26-10)

Sec. 3-1-5. Aircraft fueling and fire safety.

(a) All fueling and defueling of aircraft and all operation and management of aircraft fuel facilities shall be conducted in accordance with all Pueblo Memorial Airport rules and regulations, the City of Pueblo approved fire code, applicable NFPA regulations (including NFPA 385 and NFPA 407), applicable FAA regulations and all other applicable state, federal and local laws and regulations, including Spill Prevention Control and Countermeasures (SPCC) regulations (40 CFR Part 112) promulgated by the United States Environmental Protection Agency (EPA).

(b) It shall be unlawful and a municipal offense for any person to:

(1) Fuel or defuel any aircraft while the engine is running or while the aircraft is in a hangar or an enclosed area.

(2) Conduct any fueling operation unless the aircraft is grounded by an approved method.

(3) Smoke or light an open flame within fifty (50) feet of any fueling operation.

(4) Operate electrical or radio equipment during fueling operations.

(5) Start any aircraft when there is fuel on the ground under or near the aircraft.

(6) Conduct any fuel servicing operations on any air carrier or chartered air carrier aircraft, operating under FAR Part 121 or 135, without having a qualified flight attendant or crew member present in the cabin if passengers are on board.

(7) Operate a fuel servicing vehicle that is equipped with ashtrays and lighters. All such equipment must be removed or rendered inoperable. "No Smoking" signs must be visible in the cab of each such vehicle.

(8) Store or use fueling vehicles in enclosed areas, buildings or hangars.

(c) Aircraft fueling facilities and vehicles shall be maintained in accordance with Air Transport Association Specification 103.

(d) All fuel or chemical spills shall be reported to airport management immediately. In addition, a written fuel/chemical spill report shall be provided to airport management within twenty-four (24) hours, including: date, time, location, responsible party, vehicle/aircraft identification, amount of fuel/chemical, type of fuel/chemical, cause of spill and method of cleanup.

(1957 Code, §7-5; Ord. No. 8181 §1, 4-26-10)

Sec. 3-1-6. Fire regulations.

(a) It shall be unlawful and a municipal offense for any person to smoke or light an open flame in locations that are posted and within fifty (50) feet of fuel trucks or fuel loading stations.

(b) It shall be unlawful and a municipal offense for any person to start an open fire anyplace on the airport without permission of the Airport Manager.

(c) It shall be unlawful and a municipal offense for any person to stock or store any material or equipment in such a manner as to constitute a fire hazard.

(d) It shall be unlawful and a municipal offense for any person to use flammable, volatile liquids in the cleaning of aircraft, aircraft engines, propellers and appliances unless such cleaning operations are conducted at locations designated by the Airport Manager.

(e) Tenants shall provide metal containers for the storage of oily waste rags and other inflammable materials, shall maintain hangar floors, gasoline pits and trucks clean and free of excess gasoline, grease and other inflammables and shall provide suitable fire extinguishers and equipment maintained in good condition as recommended by ARFF.

(f) Tenants of the Airport Industrial Park shall, at their own expense, keep the demised premises clean, neat, safe and orderly at all times, free of waste, rubbish, debris and fire hazards, and shall provide a complete and proper arrangement for the sanitary handling and disposal of all trash, garbage and other refuse resulting from his or her activities at the airport.

(g) A tenant as lessee under a fixed base operator's lease agreement with the City for use of the airport or any part thereof may construct, operate and maintain its own permanent aviation fuel storage facility on its leased premises at the airport at a place remote and separate from the aviation area and occupied buildings upon the following conditions:

(1) The location of the facility and the plans and specifications therefor shall be approved by the Airport Manager and ARFF.

(2) The tenant shall enter into an indemnification agreement with the City indemnifying and saving harmless the City, its officers, agents and employees from all claims for damages to property and injury or death to persons arising out of, or resulting directly or indirectly from, the use, construction or maintenance of the facility or the storage or dispensing of fuel therefrom or the quality or condition of the fuel, and keep in force liability insurance insuring the tenant's obligation hereunder and the City in amounts not less than one million dollars ($1,000,000.00) for property damage and one million dollars ($1,000,000.00) for personal injury or death.

(3) The tenant shall establish accepted and approved procedures for and continuously monitor fuel quality control. The tenant shall submit to the Airport Manager all required fuel reports in accordance with agreements and as requested by the Airport Manager.

(4) The tenant shall pay to the City as additional rent under its fixed base operator's lease agreement an amount set forth in the lease agreement referred to as a fuel flowage fee for each gallon of aviation fuel delivered to said facility, which rent shall be paid monthly. If the fuel flowage fee is not set forth in the lease agreement, it shall be equal to seven cents ($0.07) per gallon.

(5) The facility shall be removed and the airport property shall be restored to its former condition within fifteen (15) days after termination of the tenant's fixed base operator's lease agreement, or, at the option of the City, the facility shall upon such termination become the property of the City free of all liens and encumbrances.

(6) No temporary aviation fuel storage facility shall be located on a tenant's leased premises or used by a tenant at the airport unless authorized by the Airport Manager.

(7) All fuel delivered to an approved facility shall be measured by meters approved by the Airport Manager and installed and maintained by the tenant at its cost. The meters shall be read daily by the tenant, and the tenant shall weekly submit to City a written report thereof, together with copies of invoices for all fuel delivered to the facility during the prior week.

(8) Fuel delivered to an approved facility shall not be sold to other tenants at the airport or to persons not doing business at the airport and shall only be sold at retail to the tenant's customers.

(9) A tenant, after installation of an approved facility, shall not thereafter be entitled to lease any fuel tank located in City's fuel farm. Such installation by a tenant shall constitute a complete waiver of the tenant's rights, if any, to lease any fuel tank in City's fuel farm.

(10) All aviation fuel sold or delivered from such facilities shall be at least equal to the standards for Grade 80, Grade 100LL or Grade 100 aviation gasoline standards for Jet A or Jet A-1 or equivalent aviation

turbine fuels as published by the American Society for Testing and Materials in its most current revised publication.

(11) A violation of any provision of this Subsection by a tenant shall constitute grounds to terminate the tenant's fixed base operator's lease agreement with City.

(1957 Code, §7-6; Ord. No. 4899, 9-14-81; Ord. No. 8181 §1, 2010)

Sec. 3-1-7. Personal conduct.

(a) It shall be unlawful and a municipal offense for any person to destroy, injure, deface or disturb in any way any building, sign, equipment, marker or other structure, tree, flower, lawn or other property on the airport; make any excavations on the airport; or willfully abandon any personal property on the airport.

(b) It shall be unlawful and a municipal offense for any person to enter the terminal building or the airport with a dog or other animal unless the dog or animal is restrained by leash or is properly confined.

(c) All persons using the airport must refrain from littering the premises, and any trash or waste material is to be placed only in containers provided for such use.

(d) All of the general offense ordinances of the City, being Chapter 1 of Title XI of this Code and as the same may hereafter be amended, shall apply to the airport. It shall be unlawful for any person to violate any Section or provision of said Chapter 1 of Title XI while on the airport.

(1957 Code, §7-7; Ord. No. 3623, 11-13-72; Ord. No. 4901, 9-28-81; Ord. No. 8181 §1, 4-26-10)

Sec. 3-1-8. Violations; penalties and remedies.

(a) Any person violating any of the provisions of this Chapter, or any of the rules and regulations adopted pursuant thereto or any amendments or additions thereto, shall be guilty of a municipal offense and, upon conviction thereof, shall be punished as prescribed in Section 1-2-1 of this Code.

(b) In addition to the foregoing, violation of any of the provisions of this Chapter shall be grounds for removal or suspension of specific airport privileges, removal or suspension from the airport or termination of a lease or operating agreement.

(1957 Code, §7-8; Ord. No. 8181 §1, 4-26-10)

Sec. 3-1-9. Airport security; authority; access.

(a) It shall be unlawful and a municipal offense for any unauthorized person to enter the AOA in violation of any posted notice restricting access thereto.

(b) It shall be unlawful and a municipal offense for any tenant of airport property or any agent or employee of such tenant to permit or allow any unauthorized person to enter the AOA in violation of any posted notice restricting access thereto.

(c) It shall be unlawful and a municipal offense and shall constitute grounds for immediate termination of a tenant's lease of airport property for any tenant of airport property or any agent or employee of such tenant to fail or refuse to close and lock all gates under the control of the tenant or located upon the tenant's leased premises leading into the AOA when not in actual and authorized use by such tenant or his or her agents or employees.

(d) Any police officer of the City or person designated by the Airport Manager shall have the right and power to request and require any person when present on the airport to give his or her true name, access badge, valid identification and residence in matters connected with the airport, including the enforcement of this Chapter, or any of the rules and regulations adopted pursuant thereto or any amendments or additions thereto.

(e) The AOA is a restricted area. Operators, lessees and contractors (including all employees and subcontractors) who require access/entry into the AOA require an access badge or key which must be applied for and purchased in the airport administration office for a fee of twenty-five dollars ($25.00). It is the responsibility of said operators, lessees and contractors to notify the airport to remove individuals who do not need access and/or are no longer employed or affiliated with the operator, lessee or contractor. Every operator, lessee or contractor shall have ten (10) days to recover and return unused badges and/or keys upon termination of employment of an employee or project completion. Failure to return the access badge or key to airport administration shall result in a feet of fifty dollars ($50.00) for each badge and fifty dollars ($50.00) for each key or cost of re-core, whichever is greater.

(f) Lost, stolen or missing access badge or key must be reported to the airport administration office immediately. Access badges reported stolen require a police report to obtain a waiver of fifty percent (50%) of the replacement fee.

(g) Access badge or key holders are responsible for ensuring that gates and doors are fully closed and secure before proceeding.

(h) Access badge or key holders and vehicle operators are subject to initial and recurrent training as required by the FAA, TSA and airport. Failure to complete the required training may result in denial of airport privileges.

(i) Access badge or key privileges are extended only to the person to whom it was issued. Loaning an access badge or key may result in the immediate revocation of the access privileges or other penalties as authorized by the Airport Manager.

(j) Access badges or keys shall not be altered.

(k) Access badges shall be worn at all times in the SIDA or secure areas of the AOA.

(Ord. No. 3623, 11-13-72; Ord. No. 8181 §1, 4-26-10)

Sec. 3-1-10. Abandonment.

If a lessee or user of airport real property or improvements thereon fails for any reason to actively and continuously conduct and engage in business and activities permitted at the airport for a period of one hundred twenty (120) days or longer, the City may terminate and cancel the lease, contract or permit under which the lessee or user occupies the property or improvements or conducts business or activities at the airport, notwithstanding any provision therein to the contrary.

Sec. 3-1-11. Taxes.

If a lessee or user of airport real property or improvements thereon shall become subject to taxation pursuant to any statute or ordinance, such lessee or user shall pay when due all such taxes assessed against the lessee or user. Failure to timely pay such taxes shall constitute a default under such lessee's or user's lease or contract with the City and be grounds for immediate termination of such lease or contract by the City, notwithstanding any provision therein to the contrary.

Sec. 3-1-12. Unlawful business interest.

It shall be unlawful for any person, firm or corporation, or any officer, director, shareholder, partner or manager thereof, to conduct commercial operations on the airport under a written lease, contract or permit with the City to, directly or indirectly, own or have any interest, whether financial or otherwise, in any commercial operations conducted on the airport other than the commercial operations specifically authorized by such lease, contract or permit at the location specified therein. A violation of this Section by any person, firm or corporation, or any officer, director, shareholder, partner or manager thereof, shall constitute grounds for immediate termination of the lease, contract or permit of such person, firm or corporation, notwithstanding anything contained therein to the contrary.

Sec. 3-1-13. Sale of real property.

The City Council is authorized to sell and transfer, by resolution, any real property located in the Airport Industrial Park for such purposes and upon such terms and conditions as the City Council shall determine.

Sec. 3-1-14. Combined service fee.

(a) As used in this Section, the following words shall have the following meanings:

(1) *Developed property* means and includes all the land owned by a person or entity which has been developed by constructing one (1) or more buildings on any portion thereof.

(2) *Occupant* means a tenant in possession of the developed property.

(b) There is imposed upon all owners and occupants of developed property located in the Airport Industrial Park a fee and charge in reimbursement to the City for providing the following services to the developed property, to wit: fire protection, public street maintenance, including landscaping, and storm drainage facilities and street lighting (the "Services").

(c) The fee and charge for services shall be known as the combined service fee and is hereby fixed and established in the following monthly amounts during the following years for each acre of developed property located in the Airport Industrial Park:

Year	Monthly Fee Per Acre
2004 (July — December)	$58.75
2005 and each year thereafter	41.66

(d) The revenue from the combined service fee shall be exclusively dedicated to and used for the payment of the direct and indirect costs of providing the services.

(e) Monies paid to the City by Pueblo County, Colorado, for the provision of fire protection services at the Airport Industrial Park shall be allocated and applied to the combined service fee, and the pro-rata share of such monies shall be credited against the combined service fee established in Subsection (c) above.

(f) All owners and occupants of developed property located in the Airport Industrial Park shall pay the monthly combined service fee in advance, on or before the 15th day of each calendar month, commencing with the month of June 2004. If the occupant shall pay the combined service fee, such payment shall relieve the owner from such obligation, but the City shall not be required to look to any person other than the owner to pay the combined service fee. All unpaid combined service fees shall accrue interest at the rate of one percent (1%) per month until paid in full.

(g) If the combined service fee is not timely paid, the Airport Manager shall cause to be given to the owner and occupant of the developed property a notice of disconnection stating the amount of the due and unpaid combined service fee and interest, describing the property served and the combined service fee and advising the owner and occupant of the developed property that, if the due and unpaid combined service fee and interest remain unpaid for a period of sixty (60) days after the date of such notice, the developed property and improvements thereon will be disconnected from the services and the developed property and improvements thereon will no longer receive the services. Such notice may be given by personal service or by first-class mail or, if the developed property is vacant or if the owner of the developed property cannot be located after reasonable efforts, by posting such notice in a conspicuous place on the developed property or improvements located thereon. If notice is given by mail, notice shall be deemed given five (5) days after the date of mailing. If notice is given by posting, notice shall be complete five (5) days from the date of posting. If the owner or occupant of the developed property fails, neglects or refuses to pay in full all due and unpaid combined service fees and interest described in the notice and which have accrued thereafter, within sixty (60) days after the date of the notice, the Airport Manager shall cause the developed property and improvements thereon to be disconnected from the services, and no service shall thereafter be provided to the developed property or improvements thereon unless and until all delinquent combined service fees and interest have been paid in full.

(h) Neither the imposition nor payment of the combined service fee shall in any manner obligate the City to continue to furnish and provide the services. The City may, from time to time, reduce, modify, eliminate, add to or substitute any or all of the services. The City Council may by resolution modify, increase or decrease the combined service fee, provided that the combined service fee shall be reasonably related to the overall cost (direct and indirect costs) of the services. The City's cost may include the cost of equipment and capital improvements amortized over their useful life.

(i) All unpaid combined service fees plus interest shall be a charge against the owner of the developed property and shall be treated as a debt due the City from the owner. The unpaid combined service fees, plus interest and cost of collection, including reasonable attorney fees, may be collected from the owner of the developed property in an action at law.

(j) The combined service fee fixed and established by Subsection (c) above constitutes and shall be deemed to constitute the Combined Service Fee and the amount thereof payable by owners of real property in the Airport Industrial Park pursuant to agreements, contracts, deeds and covenants among such owners and the City. Payment of the combined service fee for developed property pursuant to this Section shall relieve such owner from the obligation to pay a combined service fee under any agreement, contract, deed or covenant between such owner and the City.

(Ord. No. 7144, 5-10-04; Ord. No. 8181 §1, 4-26-10; Ord. No. 8331 §1, 4-11-11)

EXHIBIT E

Nicholas A. Gradisar
Mayor

Greg Pedroza
Director of Aviation

city of PUEBLO colorado

Pueblo Memorial Airport
31201 Bryan Circle, Ste. 200
Pueblo, CO 81001
Phone (719) 553-2760

DEPARTMENT OF AVIATION

July 13, 2022

Re: Pueblo Airport Jettison Area and Communications

- Designated Area has been identified to be North of Runway 8L/26R (the Training Runway) and East of Runway 17/35. See Attachment A
- When jettison is required, pilot must coordinate with the Air Traffic Control Tower (ATCT) to ensure safe operation.
- Pueblo Air Tanker Base must inform Airport Ad min (719) 553-2760 or Airport Ops (719) 320-2710 prior to jettison, to prevent people or machinery being in the area. Pueblo Airport Maintenance will make every effort to alert Pueblo Air Tanker Base of possible work being done in the jettison area during fire base operations.

Thank you for your cooperation with these procedures.

Greg Pedroza
Director
Pueblo Memorial Airport

ATTACHMENT A



Pueblo Airport Jettison Area

The identified jettison area at Pueblo is just North of the Short Training Runway, 8L/26R, and East of Runway 17/35. In the event of a pilot needing to jettison their load the Flight Control Tower will be contacted (719) 948-3374 or 119.1 to inform them.

Jettison Area: 38 17.36.86 North
104 29.59.85 West

When an airtanker is required to jettison their load the ATBM will inform the tower and the PIDC. Additionally, ATBM will notify Airport Administration (719) 553-2760 or Pueblo Airport Operations (719) 320-2710 prior to jettison or as soon as practical. Hazards identified are a group of towers north of the Primary 8R/26L runway.

In the event of an inadvertent discharge of the retardant load outside the target area, the PIC (Pilot in Command) will provide the ATBM with the coordinates. The ATBM will visit the site personally or delegate the site visit. A site survey and evaluation will be conducted, the landowner notified and follow up recommendations made if any further action required.

City Clerk's Office Item # R-11

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: July 25, 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 THE ASSIGNMENT OF A FUEL TANK AGREEMENT BY AND BETWEEN THE CITY OF PUEBLO, A MUNICIPAL CORPORATION, SAM C. BROWN, AND TRAVELAIRE SERVICES, INC., AND AUTHORIZING THE MAYOR TO EXECUTE SAME

SUMMARY:

This Ordinance will approve the Assignment of Fuel Tank Agreement between the City of Pueblo, Sam C. Brown, and TravelAire Services, Inc., regarding the use of the fuel tank commonly known as 415 Bell Street Tank 40-3.

PREVIOUS COUNCIL ACTION:

City Council approved a Fuel Tank Agreement dated May 1, 2006 with Sam Brown and TravelAire Services, Inc., evidenced by Resolution No. 10701 for the fuel tank formerly designated as Jet-A Tank No. 1.

BACKGROUND:

This Ordinance will approve the Assignment of Fuel Tank Agreement between the City of Pueblo, Sam C. Brown, and TravelAire Services, Inc., regarding the fuel tank formerly designated as Jet-A Tank No. 1, now designated and referred to as 415 Bell Street Tank 40-3. Both Sam C. Brown and TravelAire Services, Inc. are lessees under the Lease. With this assignment, Mr. Brown's interest in the Fuel Tank Agreement will be assigned to TravelAire Services, Inc., making TravelAire the sole lessee.

FINANCIAL IMPLICATIONS:

Not applicable to this Ordinance.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

If this Ordinance is not approved, the fuel tank lease will still include Mr. Brown.

RECOMMENDATION:

Approval of the Ordinance.

Attachments:
Ordinance
Assignment of Hangar Ground Lease

ORDINANCE NO. 10244

AN ORDINANCE APPROVING THE ASSIGNMENT OF A FUEL TANK AGREEMENT BY AND BETWEEN THE CITY OF PUEBLO, A MUNICIPAL CORPORATION, SAM C. BROWN, AND TRAVELAIRE SERVICES, INC., AND AUTHORIZING THE MAYOR TO EXECUTE SAME

WHEREAS, City Council approved a Hangar Ground Lease dated May 1, 2006, with Sam Brown and TravelAire Services, Inc., evidenced by Resolution No. 10701 for the fuel tank formerly designated as Jet-A Tank No. 1, now designated and referred to as 415 Bell Street Tank 40-3; and

WHEREAS, Sam Brown seeks to fully assign his interest in the Lease to TravelAire Services, Inc; NOW, THEREFORE,

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

SECTION 1:

The Assignment of Fuel Tank Agreement ("Assignment") between the City of Pueblo, a Municipal Corporation, Sam C. Brown, and TravelAire Services, Inc., 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 Assignment 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 Assignment to implement the transactions, policies, and procedures described herein.

SECTION 4:

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

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on July 25, 2022.

Final adoption of Ordinance by City Council on August 8, 2022.

_____
President of City Council

Action by the Mayor:

☒ Approved on August 9, 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
FUEL TANK AGREEMENT

THIS ASSIGNMENT AGREEMENT ("Agreement") is entered into as of this 8th day of August, 2022 ("Effective Date") by and between the City of Pueblo, a Municipal Corporation, with an address of One City Hall Place, Pueblo, Colorado 81003 ("Lessor"), and Sam C. Brown with an address 4425 Porta Fina Drive, Pueblo, Colorado 81001 ("Assignor"), and TravelAire Services, Inc., a Colorado corporation, with an address of 439 Skyway Street, Pueblo, Colorado 81001 ("Assignee").

WHEREAS, Lessor entered into a certain Fuel Tank Agreement dated May 1, 2006 ("Lease") with Assignor and Assignee; and

WHEREAS, Assignor now wishes to assign its interest in the Lease to Assignee, and for Assignor to be removed from the Lease; and

WHEREAS, Lessor consents to said assignment and Assignee's assumption of the Lease in accordance with the terms of this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals and the terms, conditions and mutual promises set forth in this agreement, the parties agree as follows:

1. **Assignment.** Assignor hereby transfers, sells, and assigns to Assignee, Assignor's right, title, and interest in and to the amended Lease.

2. **Assumption.** Assignee accepts the assignment of the amended Lease and hereby assumes and agrees to observe, perform, and otherwise discharge when due all obligations of the amended Lease, a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference. This shall include, but is not limited to, the making of all payments and the performance of all covenants and duties.

3. **Consent.** Lessor hereby consents to the foregoing assignment and assumption of the amended Lease in consideration for the terms of this Agreement, and Lessor agrees to afford Assignee the same rights under the amended Lease as previously enjoyed by Assignor. No further assignment of the Lease, or any part thereof, shall be made without the prior written consent of Lessor. Any assignment or transfer without Lessor's prior written consent shall be void.

4. **Disclaim.** Assignor hereby disclaims any further interest in the Lease and Assignor's name shall be removed from the Lease, such that Assignee will be the sole Lessee under the Lease.

5. **Fuel Tank.** Assignee acknowledges and agrees that the fuel tank under the Lease, formerly designated as Jet-A Tank No. 1, shall now be designated and referred to as 415 Bell Street Tank 40-3

6. **Indemnification.** Assignor and Assignee shall indemnify, defend, and hold harmless the Lessor, its officers, directors, employees, representatives, agents, and

attorneys from any claims, causes of action, or liability of any nature relating in any way to this Agreement or the Lease.

7. **Effective Date.** This Agreement shall become effective on the Effective Date set forth above.

IN WITNESS WHEREOF, the parties have executed this assignment as of the Effective Date.

SAM C. BROWN

By: _____
Title: _____

CITY OF PUEBLO,
A MUNICIPAL CORPORATION

By: Nicholas A. Gradisar
Title: Mayor

TRAVELAIRE SERVICES, INC.

By: _____
Title: _____

ATTEST: _____
City Clerk

Exhibit B
Fuel Tanks



RESOLUTION NO. 10701

A RESOLUTION APPROVING A FUEL TANK AGREEMENT BETWEEN THE CITY OF PUEBLO, A MUNICIPAL CORPORATION, AND SAM BROWN AND TRAVELAIRE SERVICES, INC., AND AUTHORIZING THE PRESIDENT OF CITY COUNCIL TO EXECUTE SAME

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

SECTION 1.

The Fuel Tank Agreement, 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, by and between the City of Pueblo, a Municipal Corporation, and Sam Brown and Travelaire Services, Inc., is hereby approved, subject to the conditions as set forth in said Lease Agreement.

SECTION 2.

The President of City Council is hereby authorized to execute said Agreement 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.

INTRODUCED: April 24, 2006

BY: Gilbert Ortiz
COUNCILPERSON

APPROVED: Judy P. Weaver
VICE PRESIDENT OF CITY COUNCIL

ATTESTED BY:
CITY CLERK

FUEL TANK AGREEMENT

THIS FUEL TANK AGREEMENT ("Agreement") is made and entered into as of May 1, 2006 between the City of Pueblo, a municipal corporation ("Lessor") and Sam Brown, individually, and Travelaire Services, Inc., a Colorado corporation (collectively, the "Lessee"), WITNESSETH:

WHEREAS, Lessor and Lessee entered into a Hangar ground Lease dated September 8, 2003 (the "Lease") for land located at the Pueblo Memorial Airport ("Airport"), and

WHEREAS, Lessee desires to use Jet-A Tank No. 1 ("Fuel Tank") located within Lessor's fuel farm located at the Airport ("Fuel Farm") in conjunction with its business conducted under the Lease, and

WHEREAS, City is willing to allow Lessee to use the Fuel Tank. NOW, THEREFORE,

In consideration of the foregoing and mutual promises contained herein, Lessor and Lessee agree as follows:

1. Fuel Tank Use. Lessor leases to Lessee and Lessee hereby leases from Lessor the Fuel Tank for the exclusive purpose of storing aviation fuel to be dispensed to Lessee's owned or leased aircraft using the Airport in conjunction with Lessee's business conducted under the Lease, subject to and upon the terms and conditions herein set forth.

2. Term. The term of this Agreement shall begin May 1, 2006 ("Commencement Date") and end August 31, 2023 unless sooner terminated as herein provided. The Term of this Agreement shall terminate upon the date of termination of the Lease. Notwithstanding any provision of this Agreement to the contrary, this Agreement may be terminated at any time for any reason, without liability, by either Lessor or Lessee upon ninety (90) days prior written notice given to the other party specifying the date of termination.

3. Fuel Flowage Fee. For the use of the Fuel Tank, Lessee shall pay to City a monthly fuel flowage fee in the manner and amount as provided in Section 3.B. of the Lease for each gallon of aviation fuel delivered or caused to be delivered by Lessee to the Fuel Tank. For such purpose, Section 3.B. of the Lease is incorporated herein as if set out herein in full. All unpaid fuel flowage fees shall accrue interest at the rate of ten (10) percent per annum.

4. Condition of Fuel Tank. THE FUEL TANK AND ACCESSORY EQUIPMENT, INCLUDING, BUT NOT LIMITED TO, PUMP, MOTOR AND FUEL METER CALIBRATION FOR THE 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.

5. SPCC Plan. 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.

6. Quality Control. Lessee shall be responsible for quality control of fuel, loading and unloading fuel to and from the Fuel Tank and compliance with the SPCC Plan for the Fuel Farm and leased Fuel Tank. Lessee shall properly train its employees in the use of the Fuel Farm, Fuel Tank and the SPCC Plan.

7. Maintenance and Repair. 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 Tank and accessory equipment, ordinary wear and tear excepted. Lessee will not be responsible for any reconstruction, remodeling, alteration or modification of the Fuel Tank or 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 Tank 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 (a) complete, at its cost, the required activities, replacement, or repairs, (b) negotiate a cost-sharing arrangement with Lessee to complete the required activities, replacement, and repairs, or (c) upon thirty (30) days prior written notice, terminate this Agreement and Lessee's right to store aviation fuel in the Fuel Tank.

8. Lessee's Obligations. Lessee shall

(a) maintain fuel meter calibration on the Fuel Tank and provide semi-annual testing and copies thereof to the Lessor.

(b) provide filters, hoses and nozzles required for the Fuel Tank.

(c) immediately notify the Lessor of any fuel release or spills during the loading or unloading of the Fuel Tank 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.

9. Lessor's Insurance. Lessor shall maintain storage tank pollution liability insurance covering the fuel tanks located within its Fuel Farm which are being used by Lessor, Lessee and other parties. Lessee shall be named as an additional insured with respect to the Fuel Tank it leases under this Lease. Such insurance shall be in limits of $1 million each incident, $1 million aggregate, with a $10,000 deductible. Lessee shall pay annually to Lessor, on the anniversary date 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 in the ratio that the gallon capacity of the Fuel Tank bears to the total gallon capacity of the fuel tanks in Lessor's Fuel Farm being used by Lessor,

Lessee and other parties.

10. Mobile Refuelers. 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 SPCC Plan therefor.

11. Access. Lessee, its employees and aviation fuel suppliers shall access the Fuel Tank upon and over such road or other City Property as they shall be designated from time to time by the Director of Aviation.

12. Lessee's Insurance. Lessee shall include the Fuel Tank, and its use, and activities associated therewith under the liability insurance required to be maintained by Lessee under Section 11 of the Lease.

13. Indemnification. Lessee shall indemnify, defend and hold Lessor, its officers and employees harmless from and against all claims, demands, and causes of action and liabilities arising from or growing out of the negligent acts or omissions of Lessee, its officers, agents, employees, contractors or fuel suppliers or arising out of or resulting from any discharge or release of aviation fuel by Lessee, its officers, agents, employees, contractors or fuel suppliers.

14. Default. If Lessee defaults in the performance of any covenant or provision of this Agreement to be performed by Lessee, and has not cured such default within ten (10) days of receipt of written notice of such default from the Lessor, then Lessor may immediately terminate this Agreement.

15. Assignment. Lessee may not assign this Agreement nor sublet the Fuel Tank, provided, however, Lessee may, with the consent of Lessor, assign this Agreement in conjunction with the assignment of the Lease.

16. Notice. The notice provisions set forth in Section 18 of the Lease are incorporated herein as if set out herein in full.

17. Laws, Rules and Regulations. The Laws, Rules and Regulations set forth in Section 19 of the Lease are incorporated herein as if set out herein in full.

18. F.A.A. Lease Requirements. The F.A.A. Lease Requirements set forth in Section 20 of the Lease are incorporated herein as if set out herein in full.

19. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives and successors.

20. Litigation. In the event of any litigation arising under this Agreement, the court shall award the prevailing party its reasonable costs and expenses including, without limitation, attorney fees. Venue for any such litigation or other proceedings arising under this Agreement shall be

Pueblo County, Colorado.

21. Waiver. No waiver by Lessor of any failure by Lessee to comply with any term or condition of this Agreement shall be or be construed to be a waiver by Lessor of any failure by Lessee to comply with any term or condition of this Agreement.

Executed at Pueblo, Colorado the day and year first above written.

CITY OF PUEBLO

[SEAL]

Attest: _____
City Clerk

By _____
Vice President of the City Council

TRAVELAIRE SERVICES, INC.

Attest: _____
Secretary

By _____
Rocky DeVencenty, President

_____
Sam Brown

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: July 25, 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 THE ASSIGNMENT OF A HANGAR GROUND LEASE BY AND BETWEEN THE CITY OF PUEBLO, A MUNICIPAL CORPORATION, SAM C. BROWN, AND TRAVELAIRE SERVICES, INC., AND AUTHORIZING THE MAYOR TO EXECUTE SAME

SUMMARY:

This Ordinance will approve the Assignment of Hangar Ground Lease between the City of Pueblo, Sam C. Brown, and TravelAire Services, Inc., for the property commonly known as 439 Skyway Street, Pueblo, Colorado 81001.

PREVIOUS COUNCIL ACTION:

Council approved a Hangar Ground Lease dated September 8, 2003, with Sam Brown, and TravelAire Services, Inc., evidenced by Resolution No. 9951 for the property commonly known as 439 Skyway Street, Pueblo, Colorado 81001.

BACKGROUND:

This Ordinance will approve the Assignment of Hangar Ground Lease between the City of Pueblo, Sam C. Brown, and TravelAire Services, Inc., for the property commonly known as 439 Skyway Street, Pueblo, Colorado 81001. Both Sam C. Brown and TravelAire Services, Inc. are lessees under the Lease. With this assignment, Mr. Brown's interest in the Hangar Ground Lease will be assigned to TravelAire Services, Inc., making TravelAire the sole lessee.

FINANCIAL IMPLICATIONS:

Not applicable to this Ordinance.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

If this Ordinance is not approved, the sale of the hangar at 439 Skyway Street will be stopped.

RECOMMENDATION:

Approval of the Ordinance.

Attachments:
Ordinance
Assignment of Hangar Ground Lease

ORDINANCE NO. 10245

AN ORDINANCE APPROVING THE ASSIGNMENT OF A HANGAR GROUND LEASE BY AND BETWEEN THE CITY OF PUEBLO, A MUNICIPAL CORPORATION, SAM C. BROWN, AND TRAVELAIRE SERVICES, INC., AND AUTHORIZING THE MAYOR TO EXECUTE SAME

WHEREAS, City Council approved a Hangar Ground Lease dated September 8, 2003, with Sam Brown and TravelAire Services, Inc., evidenced by Resolution No. 9951 for the property commonly known as 439 Skyway Street, Pueblo, Colorado 81001; and

WHEREAS, Sam Brown seeks to fully assign his interest in the Lease to TravelAire Services, Inc; NOW, THEREFORE,

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

SECTION 1:

The Assignment of Hangar Ground Lease ("Assignment") between the City of Pueblo, a Municipal Corporation, Sam C. Brown, and TravelAire Services, Inc., 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 Assignment 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 Assignment to implement the transactions, policies, and procedures described herein.

SECTION 4:

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

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on July 25, 2022.

Final adoption of Ordinance by City Council on August 8, 2022.

_____
President of City Council

Action by the Mayor:

☒ Approved on August 9, 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
HANGAR GROUND LEASE

THIS ASSIGNMENT AGREEMENT ("Agreement") is entered into as of this 8th day of August, 2022 ("Effective Date") by and between the City of Pueblo, a Municipal Corporation, with an address of One City Hall Place, Pueblo, Colorado 81003 ("Lessor"), and Sam C. Brown with an address of 4425 Porta Fina Drive, Pueblo, Colorado 81001("Assignor"), and TravelAire Services, Inc., a Colorado corporation, with an address of 439 Skyway Street, Pueblo, Colorado 81001 ("Assignee").

WHEREAS, Lessor entered into a certain Hangar Ground Lease dated September 8, 2003 ("Lease") with Assignor and Assignee; and

WHEREAS, Assignor now wishes to assign its interest in the Lease to Assignee, and for Assignor to be removed from the Lease; and

WHEREAS, Lessor consents to said assignment and Assignee's assumption of the Lease in accordance with the terms of this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals and the terms, conditions and mutual promises set forth in this agreement, the parties agree as follows:

1. **Assignment.** Assignor hereby transfers, sells, and assigns to Assignee, Assignor's right, title, and interest in and to the amended Lease.

2. **Assumption.** Assignee accepts the assignment of the amended Lease and hereby assumes and agrees to observe, perform, and otherwise discharge when due all obligations of the amended Lease, a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference. This shall include, but is not limited to, the making of all payments and the performance of all covenants and duties.

3. **Consent.** Lessor hereby consents to the foregoing assignment and assumption of the amended Lease in consideration for the terms of this Agreement, and Lessor agrees to afford Assignee the same rights under the amended Lease as previously enjoyed by Assignor. No further assignment of the Lease, or any part thereof, shall be made without the prior written consent of Lessor. Any assignment or transfer without Lessor's prior written consent shall be void.

4. **Disclaim.** Assignor hereby disclaims any further interest in the Lease and Assignor's name shall be removed from the Lease, such that Assignee will be the sole Lessee under the Lease.

5. **Use of Hangar.** Assignee acknowledges and agrees that the leased premises shall only be used for the storage of aircraft and minor incidental materials. The leased premises shall not be used for the storage of non-aeronautical personal property, living accommodations, or in any other way inconsistent with the Lease. Failure to abide by this provision shall constitute a material breach of the Lease and subject it to immediate termination.

6. **Indemnification.** Assignor and Assignee shall indemnify, defend, and hold harmless the Lessor, its officers, directors, employees, representatives, agents, and attorneys from any claims, causes of action, or liability of any nature relating in any way to this Agreement or the Lease.

7. **Effective Date.** This Agreement shall become effective on the Effective Date set forth above.

IN WITNESS WHEREOF, the parties have executed this assignment as of the Effective Date.

SAM C. BROWN

_____

By: _____

Title: _____

TRAVELAIRE SERVICES, INC.

_____

By: _____

Title: _____

CITY OF PUEBLO,
A MUNICIPAL CORPORATION

_____

By: Nicholas A. Gradisar

Title: Mayor

ATTEST: _____

City Clerk

EXHIBIT A

HANGAR GROUND LEASE

THIS LEASE made and entered into as of September 8, 2003 A.D. between the City of Pueblo, a municipal corporation, "Lessor", and Sam Brown and Travelaire Services, Inc., "Lessee".

WITNESSETH:

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 a tract of ground on said Airport property for the purpose of constructing and occupying a new hangar and aviation fuel farm of approximately 41,075 square feet,

NOW THEREFORE, in consideration of the mutual covenants set forth herein, the parties agree as follows:

1. **Land Parcel:**

The Lessor hereby leases unto the Lessee and Lessee hereby leases from Lessor for the term and upon the rental and conditions hereinafter stated, the real property shown on Exhibits "A" and "B" for hangar and aviation fuel storage facilities purposes, both attached hereto and made a part hereof, situated in the County of Pueblo, State of Colorado subject to existing easements. The attached Exhibit "C" consists of a plot plan and diagram of the Hangar and fuel farm. The term "leased premises" means and includes the real property, Hangar, fuel farm and other improvements located on the real property described in attached Exhibits "A" and "B".

2. **Term:**

A. The initial term on this Lease is for a period of twenty (20) years commencing September 1, 2003 ("commencement date") and ending August 31, 2023 unless sooner terminated or extended as herein provided.

B. Lessor grants unto Lessee the right and option to extend the lease term for two consecutive ten (10) year periods immediately following the original twenty (20) year lease term. Such options may be exercised at any time at the discretion of Lessee; however, such option to extend shall be exercised no later than one hundred eighty days before the end of the original term or the first extended term, as the case may be. Exercise of such options to extend shall be in writing but in no event shall Lessee be entitled to exercise this option, even though such notice be timely given, unless Lessee shall have timely performed all of its obligations hereunder and not be in default hereunder.

C. All conditions and covenants contained herein shall remain in full force and effect during any and all extension periods.

3. **Rental Rate and Other Fees:**

A. Lessee shall pay rent to the Lessor for the ground lease herein granted a sum per month equal to one-twelfth (1/12) of the initial annual rent during the original term, payable in

advance without notice, offset or deduction, and shall be due quarterly on the first day of each quarter at the Director of Aviation's Office. The commencement date of this lease, as set forth in paragraph 2, Term, shall be the date upon which rent begins. The initial annual rent shall be calculated by multiplying the gross leased land area by $.10 per square foot. The amount of rent the Lessee pays will be adjusted based upon the consumer price index for all urban consumers, CPI-U (all items 1982-1984 = 100). The rent shall be adjusted on the 5th, 10th, 15th, and 20th anniversary of the commencement date of this lease and each five (5) year increment of any extended term. The rent will be increased or decreased by a percentage equal to the percentage increase or decrease in the CPI-U for the preceding 5-year period over the comparable CPI-U for the first month of said 5-year period. Any rent overdue for more than thirty- (30) days will have an additional fee added to cover extra administrative costs. The additional fee will equal ten percent (10%) of the gross amount of all overdue rents. In the event the Lessor initiates any proceedings to collect any unpaid rent from Lessee or to enforce any other provision of this Lease, Lessee shall pay all of the Lessor's expenses in connection therewith, including reasonable attorney's fees. Venue for any such proceeding shall be in Pueblo County, Colorado.

B. Lessee, as additional rent, shall pay to Lessor a monthly fuel flowage fee equal to 5.5 cents per gallon for the first 40,000 gallons of aviation fuel delivered each month to Lessee's fuel storage facilities ("fuel farm") or to Lessor's fuel farm if Lessee uses the Lessor's fuel farm for storage of aviation fuel pursuant to written contract therefor between Lessor and Lessee and 6.5 cents per gallon for each additional gallon. On February 1, 2007, the fuel flowage fee shall be increased to 7 cents per gallon for each gallon of fuel delivered each month to the fuel farm. The amount of the fuel flowage fee will be adjusted based upon the consumer price index for all urban consumers, CPI-U (all items 1982-1984=100) on the 1st day of February 2012 and each five (5) years thereafter in the same manner as ground lease rent is adjusted as set forth in Section 3.A. Said additional rent shall be paid without notice, offset or deduction on or before the 10th day of each month for all fuel delivered to the fuel farm during the prior calendar month. Lessee shall submit with each payment of fuel flowage fee a report of all fuel delivered to the fuel farm and calculation of the fuel flowage fee on forms to be approved by the Director of Aviation. The fuel flowage report and payment shall be delivered to the office of the Director of Aviation. If the fuel flowage fee is not timely paid and/or the report not timely filed, Lessee shall pay a late fee equal to ten (10) percent of the unpaid fuel flowage fee. If the CPI-U is modified or no longer published, either the modified CPI-U or another comparable index, whichever is applicable, shall be used to adjust both the fuel flowage fee and ground lease rent.

C. Lessee shall pay combined service fee for services and facilities now furnished by the Lessor at the Pueblo Memorial Airport, namely: public street maintenance, fire protection and Street lighting based upon the amount established by Lessor which is currently $295.00 per acre per year. The Lessor may, from time to time, reduce, alter, or eliminate any or all of the services or facilities presently being furnished and may modify, increase, or decrease the annual combined service fee therefore and the manner by which it is calculated, including making separate charges, therefore, provided (1) such services and fee shall be nondiscriminatory among other tenants and owners of land at Pueblo Memorial Airport receiving such services and facilities then being furnished and (2) such fee shall be reasonable in relation to the Lessor's actual cost and expense of furnishing

the services and facilities then being furnished. The Lessor's cost may include the cost of capital improvements amortized over the useful life of the improvements. Only domestic wastewater shall be discharged from the leased premises to Lessor's sanitary sewer system. Lessee shall be subject to the same restrictions, conditions, fees and charges as other users of Lessor's sanitary sewer system.

D. For services and activities authorized to be performed within the Hangar on the leased premises including aircraft charters pursuant to Section 4.I., Lessee shall pay as additional rent one percent (1%) of the monthly gross revenues derived from all sales, operations and services made, furnished or conducted on or from the leased premises except revenues from Hangar rentals. Such additional rent shall be paid monthly without notice, offset or deduction on or before the tenth (10th) of the following month at the Director of Aviation's office and shall be accompanied with such reporting forms as the Director of Aviation shall determine. Lessor shall have the right to examine and audit Lessee's and its subtenant's books and records to determine the accuracy of the additional rent. Additionally, only revenue from aircraft charters that load passengers at the Pueblo Memorial Airport will be considered as revenues derived under the terms of this paragraph. Lessee operates sales office and leases hangars outside of the Pueblo Memorial Airport, therefore, revenues derived from sales, operations and services conducted on those locations will not be included as revenue under the terms of this paragraph.

E. All unpaid rent and other charges shall accrue interest at the rate of ten (10) percent per annum.

4. <u>Improvements and Use</u>:

A. Lessee, at its sole cost and expense, shall cause to be constructed and installed upon the leased premises the Hangar and other improvements in accordance with plans and specifications approved by Lessor including architectural approval, which consent will not be unreasonably withheld or arbitrarily delayed. The Hangar and other improvements shall be constructed in a good and workmanlike manner in accordance with the applicable laws, ordinances and building and environmental codes and pursuant to a building permit issued by the Regional Building Department. Lessee shall diligently take all action reasonably required and appropriate to (1) commence construction and installation of the Hangar and other improvements within six (6) months from commencement date, and (2) complete such construction and installation within nine (9) months from commencement date. The fuel farm may be constructed at a later date mutually agreed upon by Lessor and Lessee. If by reason of delays in obtaining construction permits or approvals from the Federal Aviation Administration or other governmental authorities after Lessee's diligent and good faith efforts to obtain such permits or approvals, Lessee is prevented from commencement or completion of construction within the time limits herein specified, such time limits shall be extended by a period equal to such delays, but in no event longer than ninety (90) days.

B. In addition to constructing the Hangar and improvements, Lessee shall cause all utilities to be used by Lessee to be extended underground to the leased premises within easements and locations to be designated by Lessor and the Lessee shall be responsible for constructing and maintaining a concrete ramp area in front of the Hangar in

accordance with plans and specifications approved by Lessor. This concrete ramp area must be designed for a minimum weight bearing capacity of 12,500 pounds for single wheel aircraft and must be built to the width of the Hangar door opening, less the area required for the Hangar. Should development take place adjacent to the leased premises, the Director of Aviation at his sole discretion may require Lessee to pave sections of the leased premises to the full width of the leased premises. This concrete area must be built so as to connect onto any adjacent ramp, taxiway, or other paved areas in order that a continuous and safe pavement section results. It is the responsibility of the Lessee to maintain the entire ramp area in a manner, which is safe and clean of debris so as not to cause danger or unsafe conditions for taxiing aircraft and airport users.

C. The leased premises shall be used and occupied by Lessee or its subtenants as a Hangar facility for the storage of aircraft, aircraft charters, and for such incidental purposes directly related to such use including storage of aircraft equipment and office space. Lessee shall have no right to utilize the leased premises, or any improvement thereon, other than as specifically allowed under this subsection, and it is specifically understood that the leased premises shall not be used for an aviation fixed base operation or for the sale or dispensing of aviation fuel for aircraft other than aircraft owned or leased by Lessee or its subtenants.

D. No aircraft service or maintenance shall be performed on the leased premises on any aircraft not owned or leased by the Lessee or Sub-tenant of the Lessee, provided, however, in no event shall Lessee or any Sub-tenant of Lessee conduct or operate an aircraft service or maintenance business on the leased premises.

E. 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.

F. Lessee shall maintain the leased premises in accordance with the requirements and regulations of the Lessor and Lessor's fire code. The Lessee shall be responsible for all costs, fees, charges and penalties associated with the discharge or release of any hazardous material (including petroleum products) or mitigating the containment or removal of any contamination or hazardous material (including petroleum products) on, over or under the leased premises which is caused by the Lessee, its officers, agents, or employees. It is understood that the Lessee is not responsible for any conditions, which may be determined to have existed prior to the commencement date of this lease. The storage and accumulation of aviation fuel, flammables, explosive liquids, or solids, waste, debris or other hazardous materials within or on the leased premises shall be in an environmentally sound manner and comply with all Federal, State and Local laws and regulations.

G. Lessee will not modify, alter, paint or improve the completed Hangar except to the extent required to maintain its original state. Any additional modification, painting or improvements to the Hangar, fuel farm or leased premises must receive prior written approval from the Lessor, which approval shall not be unreasonably or arbitrarily denied or withheld.

H. Lessee shall not park or leave or allow to be parked or left aircraft on the taxiways or on pavement adjacent to the Hangar in a manner which interferes with or obstructs access to adjacent hangars or public ramp area. Parking of automobiles will be permitted only in paved designated parking areas or within the Hangar.

I. Notwithstanding the limitations set forth in subsections C and D above, with the prior written approval of Lessor's Director of Aviation, the following activities may be conducted within the Hangars located on the leased premises, provided that no such activity will unreasonably interfere as determined by the Director of Aviation with the use of taxiways and aprons or the activities of other tenants of land within the Airport: aircraft sales and office, aircraft engine and overhaul shop, flight training, aircraft parts sales, aircraft charter services, air photography, aircraft interior repair shop, aircraft inspection, and aircraft general maintenance. Subject to the foregoing, the approval of the Director of Aviation will not be arbitrarily or unreasonably withheld, delayed, or denied.

5. **Maintenance Obligations:**

Lessee, at its expense, shall keep the leased premises and utilities extended to the leased premises in good repair and condition, and in a safe, sanitary, orderly, and sightly condition.

6. **Title to Improvements:**

The Hangars and fuel farm to be constructed or erected on the leased premises by Lessee shall be deemed to be removable trade fixtures and title to same shall remain in the Lessee while this lease is in effect. Upon termination of this lease, Lessee shall remove the Hangar and fuel farm and restore the leased premises to their original condition.

7. **Signs:**

Lessee shall not erect, paint or maintain any signs whatsoever upon the leased premises without first securing the written consent of the Lessor. Any such signs shall comply with all ordinances and regulations of the Lessor or standards that might be developed by the Department of Aviation. Only one identification sign, logo, or name may be permitted on the exterior of the Hangar.

8. **Right of Inspection**:

The Lessor reserves and retains for its officers, employees and authorized representatives the right to enter the leased premises during reasonable business hours, and after prior notice, for the purpose of inspecting and protecting the leased premises, and of 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.

9. **Taxes and Licenses:**

Lessee covenants and agrees to pay promptly all valid taxes and other government charges of whatever nature assessed against or applicable to the leased premises or Lessee or Lessee's property or operations on the leased premises. Lessee also covenants and agrees not to permit any

mechanic's or material man's lien to be filed against the leased premises or any part or parcel thereof by reason of any work or labor performed or materials furnished by any contractor, subcontractor, mechanic or material man. Lessee further covenants and agrees to pay promptly when due all bills, debts and obligations incurred by it in connection with its operations on the leased premises, and not to permit the same to become delinquent and to suffer no lien, mortgage, judgment or execution to be filed against the leased premises.

10. **Indemnification:**

Lessee assumes the risk of loss or damage to the leased premises and property thereon, whether from windstorm, fire, earthquake, snow, water run-off, or any other causes whatsoever. Lessee covenants and agrees that it will indemnify and save harmless Lessor, its officers, agents and employees from all demands, claims, costs, causes of action or judgments, and from all expenses incurred by Lessor, in investigating or resisting the same, including reasonable attorney fees, arising from or growing out of the negligent acts or omissions of Lessee, its contractors, agents, members, stockholders, employees, invitees, servants, subtenants, successors or assigns in connection with its use or occupancy or their use or occupancy of any portion of the Pueblo Memorial Airport, including the leased premises. The provisions of this Paragraph 10and Paragraph 4(F) shall survive the termination of this Lease Agreement.

11. **Insurance and Damage:**

A. At all times during the term of this Lease Agreement, and of any renewal or extension hereof, Lessee agrees that it will, at its own cost and expense, provide and keep in force commercial liability insurance which includes personal injury, property damage and products liability with a combined single limit not less than $1,000,000. Lessee shall insure the Hangar, fuel farm and other improvements in an amount equal to their full insurable value naming the Lessor as a loss payee. Lessee shall provide Lessor with copies showing proof of such insurance and subsequent renewals or changes as might occur during the term of this lease. With respect to any insured loss to the leased premises and property thereon, including aircraft, Lessee releases Lessor, it's officers, agents, and employees from any claim or liability Lessee may have on account of such loss and waives any right of subrogation which might otherwise exist in or occur to any person on account thereof.

B. Such policies shall provide that they may not be materially changed, altered, or canceled by the insurer during its terms without first giving ten (10) days written notice by certified or registered United States mail to the Lessor.

C. Lessee shall not violate the terms or prohibitions of any insurance policy herein required to be furnished by Lessee.

D. If the Hangar, fuel farm or other improvements (the "Improvements") are damaged or destroyed by fire or other casualty, Lessee shall within one hundred twenty (120) days from the occurrence of such casualty either (1) repair and restore the damaged or destroyed Improvements, (2) demolish the damaged or destroyed Improvements, restore the leased premises to their original condition, and terminate this Lease, in which event the net proceeds of the property damage insurance required to be provided by Lessee pursuant to Section 11.A. shall be retained by Lessee, or (3) demolish the damaged or

destroyed Improvements and commence construction of replacement Improvements, and thereafter complete such construction within nine (9) months from the occurrence of such casualty. All repairs to or restoration of Improvements and/or construction of replacement Improvements shall be in compliance with applicable laws and codes, and in accordance with plans and specifications therefor approved by Lessor, which approval will not be unreasonably withheld. Except in the event of (2) above, the net proceeds of property damage insurance provided by Lessee pursuant to Section 11.A. shall be released by City and paid to Lessee for the purpose of Lessee repairing, restoring or replacing improvements damaged or destroyed by such insured fire or other casualty.

12. Waivers:

No provision of this lease may be waived except by an agreement signed by the waiving party. A waiver of any term or provision shall not be construed as a waiver of any other term or provision. Should Lessee hold over the use of or continue to occupy the leased premises after the termination or cancellation of this Lease Agreement, such holding over shall be deemed merely a tenancy for successive monthly terms upon the same conditions as provided in this Lease Agreement subject to termination upon thirty (30) days prior written notice.

13. Inconveniences During Construction:

Lessee recognizes that from time to time it will be necessary for the Lessor to initiate and carry forward programs of construction, reconstruction, expansion, relocation, maintenance and repair at and to the Pueblo Memorial Airport in order that the Pueblo Memorial Airport and its facilities may be suitable for the volume and character of air traffic and flight activity which will require accommodation, and that such construction, reconstruction, expansion, relocation, maintenance, and repair may inconvenience or interrupt Lessee's operations at the Pueblo Memorial Airport. Lessee agrees that no liability shall attach to Lessor, its officers, agents, employees, contractors, subcontractors and representatives by reason of such inconvenience or interruption, and for and in further consideration of the premises, Lessee waives any right to claim damages or other consideration therefor, provided, however, that this waiver shall not extend to, or be construed to be a waiver of, any claim for physical damage to property resulting from negligence or willful misconduct of the Lessor, its officers, agents, employees, contractors, subcontractors and representatives.

14. Place and Manner of Payments:

In all cases where Lessee is required by this Lease Agreement to pay any rentals, rates, fees or other charges or to make other payments to Lessor, such payments shall be made at the office of the Director of Aviation at the Pueblo Memorial Airport, or at such other place as Lessor may hereafter designate by notice in writing to Lessee and shall be made in legal tender of the United States and any check shall be received by Lessor subject to collection. Lessee agrees to pay any bank charges made for the collection of any such checks.

15. Assignments and Subletting:

A. Lessee shall not assign or transfer this Lease in whole or in part without the prior written consent of Lessor, which consent shall not be unreasonably or arbitrarily withheld, delayed, or denied. Any assignment or transfer without the prior written consent of

Lessor shall be void. No assignment, subletting or transfer of this Lease or the leased premises shall release or discharge Lessee from its obligations under this Lease.

B. Lessee may sublet space in the Hangar to a Subtenant pursuant to a written sublease, which shall contain among other provisions the following:

(1) The sublease shall be subject to and governed by the basic covenants and provisions of this Hangar Ground Lease. Subtenant shall abide by all of the other terms and conditions thereof applicable to the leased premises and use thereof. The sublease may be for a lesser term than specified in Section 2 and for a rental greater than that specified in Section 3.

(2) The Subtenant shall maintain and keep in force commercial liability insurance with a combined single limit not less than $1,000,000. Such insurance requirement may be complied with by Subtenant's coverage under Lessee's Master liability insurance policy.

(3) An indemnification provision, substantially the same as set forth in paragraph 10 hereto.

(4) The sublease shall not become effective until an executed copy thereof is delivered to the Lessor's Department of Aviation.

C. Lessor consents to Lessee assigning its leasehold estate created hereby (the "Leasehold Estate") to a financial institution (the "Lender") as collateral security for the repayment of a construction and/or permanent loan from Lender to Lessee for the sole and only purpose of financing the original acquisition, construction and installation of the Hangar, fuel farm and other improvements (the "Improvements") (the "Loan"). For purposes of such Loan, Lessor further consents to Lessee mortgaging or otherwise encumbering its right, title and interest in the Improvements as security for the Loan (the "Mortgage"), provided, however, that at no time shall Lessor's interest and title in and to the leased premises and Improvements, if any, be or become subordinate or subject to such Loan and Mortgage. If Lessee so assigns its Leasehold Estate and mortgages or otherwise encumbers its interest in the Improvements, the Lender or any subsequent holder of the Loan may cause the Mortgage to be foreclosed in any lawful manner, or by instrument of conveyance in lieu of foreclosure, acquire Lessee's title and interest in and to the Leasehold Estate and Improvements subject to the terms, covenants and provisions of this Lease.

Lessor hereby further agrees to recognize the leasehold mortgagee or any purchaser of the mortgaged leasehold at foreclosure in the same manner as an "assignee" under this Lease. Such assignee shall be bound by the terms of this lease, including, but not limited to, the curing of any known defaults. Notwithstanding the foregoing, no mortgagee or trustee or anyone that claims by, through or under a leasehold mortgage shall, by virtue thereof, acquire any greater right in the leased premises and in any building or improvement thereon than Lessee then had under this Lease, and provided further that any leasehold mortgage and the indebtedness secured thereby shall at all time be and remain inferior and subordinate to all of the conditions, covenants and obligations of this Lease and to all of the rights of the Lessor hereunder. In no event shall Lessee, its heirs, successors,

mortgagee or assignees have the right to encumber, subordinate or render inferior in any manner Lessor's fee simple title in and to the leased premises.

Any such Leasehold Mortgagee or assignee, at its option, at any time before the rights of Lessee shall have been terminated, may pay any of the rents due hereunder or may do any other act or thing or make any other payment required of the Lessee by the terms of this Lease, or may do any act or thing which may be necessary and proper to be done in the observance of the covenants and conditions of this Lease to prevent the termination of this Lease so as to prevent a forfeiture of the rights of the Lessee hereunder as the same would have been if done and performed by the Lessee instead of by such leasehold mortgagee or assignee.

Provided Lessor has received written notice of a leasehold mortgage and copy of all leasehold mortgage documents, during such time as Lessee's leasehold estate is subject to a leasehold mortgage, this Lease may not be modified or voluntarily surrendered without the prior written consent of the leasehold mortgagee; provided however, that this Lease may be terminated without the consent of the leasehold mortgagee if a default or other cause for termination under this lease occurs and is not corrected or satisfied in accordance with the terms and conditions of the Lease.

16. **Agreements with United States:**

This Lease Agreement 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 facilities.

17. **Lessee's Default:**

A. Any one of the following shall constitute an event of default by Lessee hereunder:

(1) Failure of Lessee to pay in full all delinquent installments of rent and/or combined service fees for a period of thirty (30) days 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 for a period of thirty (30) days after written notice specifying such failure is given by Lessee to Lessor, except that if such obligation, covenant or agreement is not capable of being performed within said thirty (30) day period, Lessee shall not be in default if Lessee shall commence such performance within said thirty (30) day period and thereafter prosecute the same with diligence and continuity to completion.

B. In the case of a continuing event of default by Lessee, Lessor shall have the following remedy in addition to all other rights and remedies provided by law or in equity, including without limitation, damages and specific performance:

(1) Terminate this Lease by sixty (60) days prior written notice given to Lessee specifying the date of termination and Lessee shall within said 60-day period vacate the leased premises and surrender possession thereof to Lessor.

18. Notices:

All notices, required to be given to Lessor hereunder, shall be in writing and be sent by certified mail to Pueblo Memorial Airport, Administration Office, 31201 Bryan Circle, Pueblo, Colorado 81001. All notices required to be given to Lessee hereunder shall be in writing and sent by certified mail, addressed to Sam Brown, 27350 E. Hwy. 96, Pueblo, CO 81001, 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.

19. Law, Rules and Regulations:

A. Lessee, its officers, agents and employees shall faithfully observe and comply with all applicable federal, state and local laws, regulations and ordinances now existing or hereafter adopted relating to the use and occupancy of the Airport or leased premises including without limitation Chapter 1 of Title III of the Pueblo Municipal Code.

B. Lessee, its officers, agents and employees shall faithfully observe and comply with all minimum standards and rules regulating operations and activities from and upon the Airport adopted from time to time by Lessor. Such minimum standards and rules shall not be applied arbitrarily, discriminatorily, or unreasonably. Except with respect to matters of public health and safety, if any provision of this Lease shall conflict with any provision of the minimum standards and rules adopted or amended by Lessor after commencement date, the conflicting provision of this Lease shall control.

20. F.A.A. Lease Requirements:

A. The Lessor reserves the right, without any obligation on its part to do so, to develop, modify, change, improve or abandon the Pueblo Memorial Airport or any part thereof, as it may determine in its sole discretion, at any time, regardless of the desires or view of Lessee, and without interference or hindrance from Lessee or liability to Lessee.

B. The Lessor reserves the right, without any obligation on its part to do so, to maintain and keep in repair the landing area of the Airport and all publicly owned facilities of the Airport, together with the right to direct and control all activities of Lessee in this regard.

C. This Lease Agreement 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, or maintenance of the Airport.

D. Lessee shall comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulations with respect to the construction of any structure or building on the leased premises, or in the event of any planned modification or alteration of any present or future building or structure on the leased premises.

E. It is understood and agreed that nothing contained in this Lease Agreement shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308 of the Federal Aviation Act.

F. Lessor reserves for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the leased premises, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft now known or hereafter used for navigation or flight in said airspace, and for use of said airspace for landing on, taking off from, or operations on or over the Pueblo Memorial Airport.

G. Lessee by accepting this Lease Agreement expressly agrees for itself, its successors and assigns that it will not erect nor permit the erection of any structure, building or object nor permit the growth of any tree on the leased premises to a height not to exceed 25 feet above ground level. In the event the aforesaid covenant is breached, the Lessor reserves the right to enter upon the leased premises and to remove the offending structure or object and cut the offending tree, all of which shall be at the expense of the Lessee.

H. Lessee shall not make use of the leased premises in any manner which might interfere with the landing and taking off of aircraft at Pueblo Memorial Airport or otherwise constitute a hazard to aviation. In the event the aforesaid covenant is breached, the Lessor reserves the right to enter upon the leased premises and cause the abatement of such interference at the expense of the Lessee.

I. If during the term of this lease, all or part of the leased premises should be taken or threatened to be taken for any public or quasi-public use under any governmental law or by right of eminent domain, or sold to the condemning authority under threat of condemnation, this Lease shall terminate and the proceeds, if any, from such taking or sale shall be allocated between Lessor and Lessee in accordance with applicable condemnation law.

J. Lessor reserves the right to grant and to take easements or rights of way in, under, over and across the leased premises, in which event, Lessor shall only be entitled to compensation for damages to Hangar and other improvements of the Lessee destroyed or damaged thereby, but not to damages for loss of use of the leased premises.

K. All services to the public shall be furnished by Lessee on a fair, equal, and not unjustly discriminatory basis to all users thereof; and Lessee shall charge fair, reasonable, and not unjustly discriminatory prices for each unit of services, provided, that Lessee may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

21. <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. No waiver by the Lessor of any failure by Lessee to comply with any term or condition of this Lease shall be or shall be construed to be a waiver by the Lessor of any other failure by Lessee to comply with any term or condition of this Lease Agreement.

C. This Lease and any amendments hereto are subject to prior approval of the Federal Aviation Administration.

D. Lessee is leasing the leased premises AAS IS@ in its present condition. Lessor makes no representation or warranties with respect to the present or future condition, or suitability for a particular use of the leased premises or the Pueblo Memorial Airport. Lessor shall be under no obligation to maintain the Pueblo Memorial Airport or any part thereof in a particular location or condition. If the Pueblo Memorial Airport shall permanently close or relocate, the use restrictions stated in paragraph 4.C. shall not apply, and the Lessee may use the leased premises for any lawful use or purpose allowed by the then existing Pueblo Municipal Code, or in the alternative, Lessee may terminate this Lease upon thirty (30) days prior written notice given to Lessor.

E. The Hangar Ground Lease dated March 24, 2003 between Lessor and Lessee is hereby terminated and cancelled and Lessor and Lessee are released and discharged from all obligations thereunder.

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_____
Bill Sova
Title: President of City Council

Attest:

_____
City Clerk

Approved as to form:

_____
City Attorney

LESSEE:

_____
Sam Brown

TRAVELAIRE SERVICES, INC.

By _____
Rocky DeVencenty, President

EXHIBIT "A"
LEASE PARCEL
AUGUST 7, 2003

A parcel of land located within the Section 25, Township 20 South, Range 64 West of the 6th Principal Meridian, County of Pueblo, State of Colorado, being more particularly described as follows.

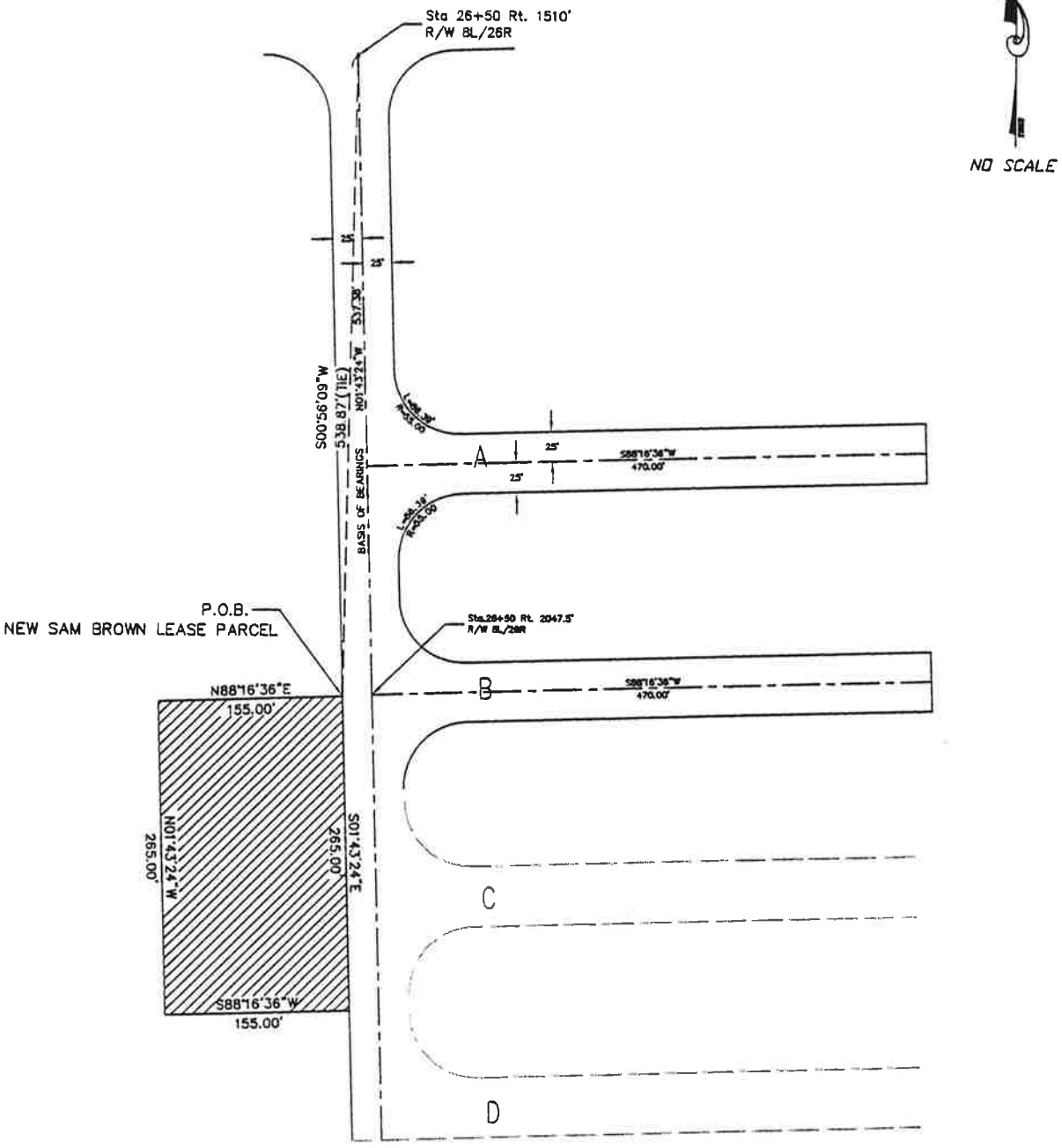
Beginning at a point within said Section 25, from which a point known as Station 26+50, Right 1510' of Runway 8L/26R, Pueblo Memorial Airport, bears N 00° 56' 09" E, a distance of 538.87 feet, said point being on the Westerly edge of Taxiway A1; thence,
S 01° 43' 24" E, along said Taxiway A1, a distance of 265.00 feet; thence,
S 88° 16' 36" W, departing said Taxiway A1, a distance of 155.00 feet; thence,
N 01° 43' 24" W, a distance of 265.00 feet; thence,
N 88° 16' 36" E, a distance of 155.00 feet, to the Point of Beginning of this description.

Said Parcel contains 41,075.00 square feet, 0.94 acres, more or less.

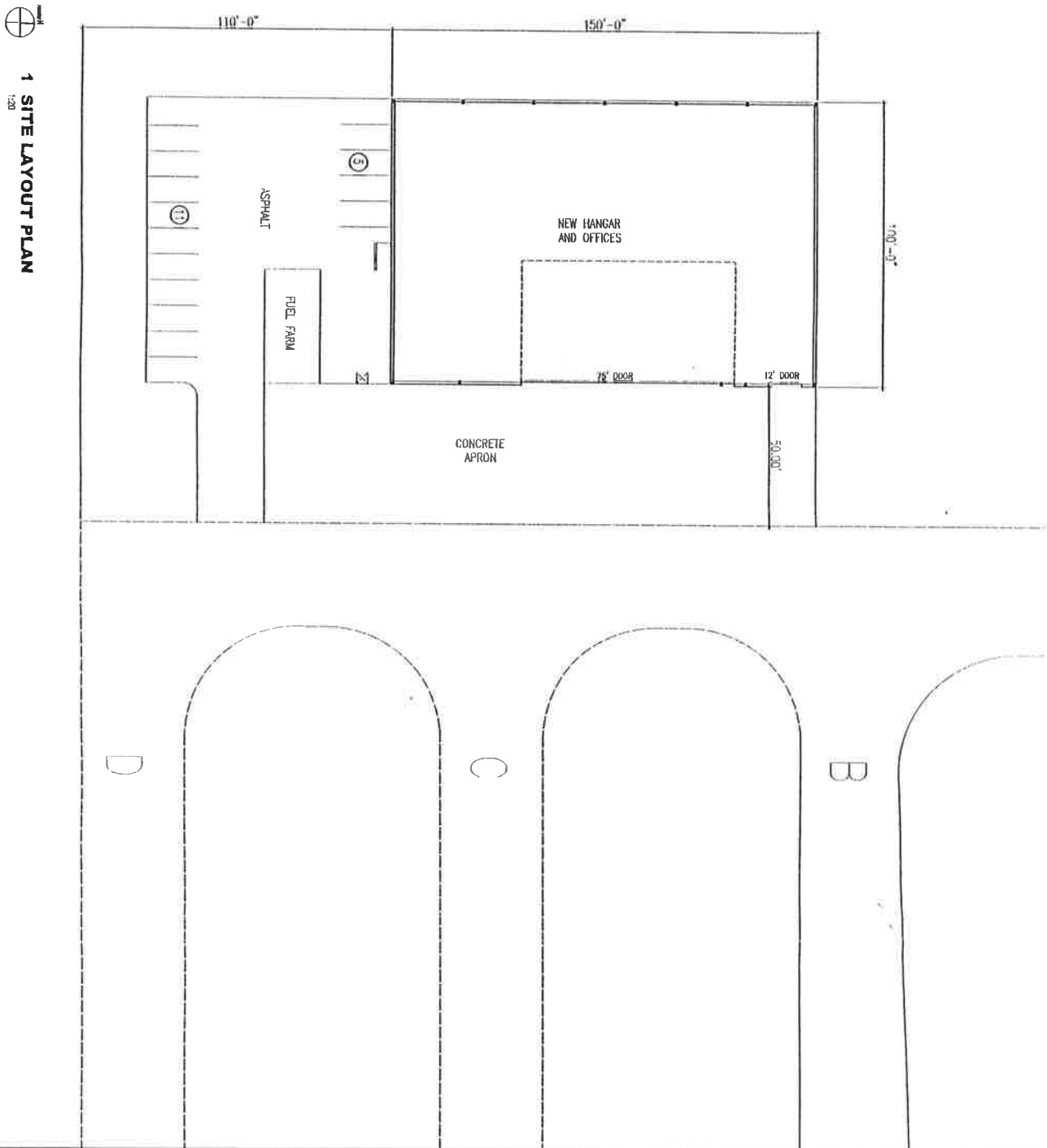
Bearings are based upon the centerline of Taxiway A1, Pueblo Memorial Airport, which is assumed to bear N 01° 43' 24" W.

EXHIBIT B

SECTION 25, T.20 S., R.64 W., 6TH P.M.
PUEBLO COUNTY, COLORADO



LOCATION: PUEBLO COUNTY, COLO.	DRAWN BY: LML	CHECKED BY: RM
	SCALE: NONE	
	DATE: 8-06-'03	
	JOB NUMBER	SHEET 2
DESCRIPTION: NEW SAM BROWN LEASE PARCEL	ABEL ENGINEERING PROFESSIONALS, INC. 102 S. ONEIDA ST. PUEBLO, CO. 81003 PH. (719) 546-2235 2002593	△



1 SITE LAYOUT PLAN
1:20

SITE PLAN

EXHIBIT C A1.0

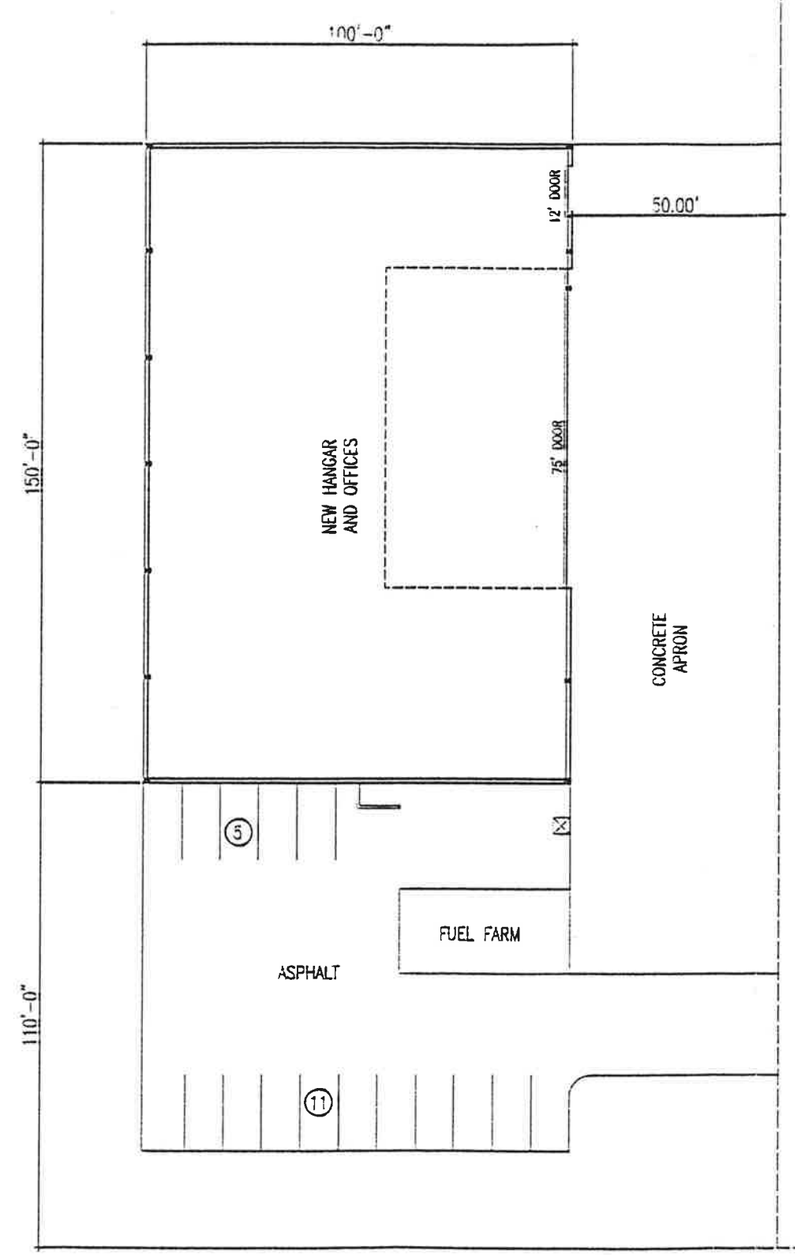
MSSM
P.O. BOX 857 PUEBLO CO. 81002

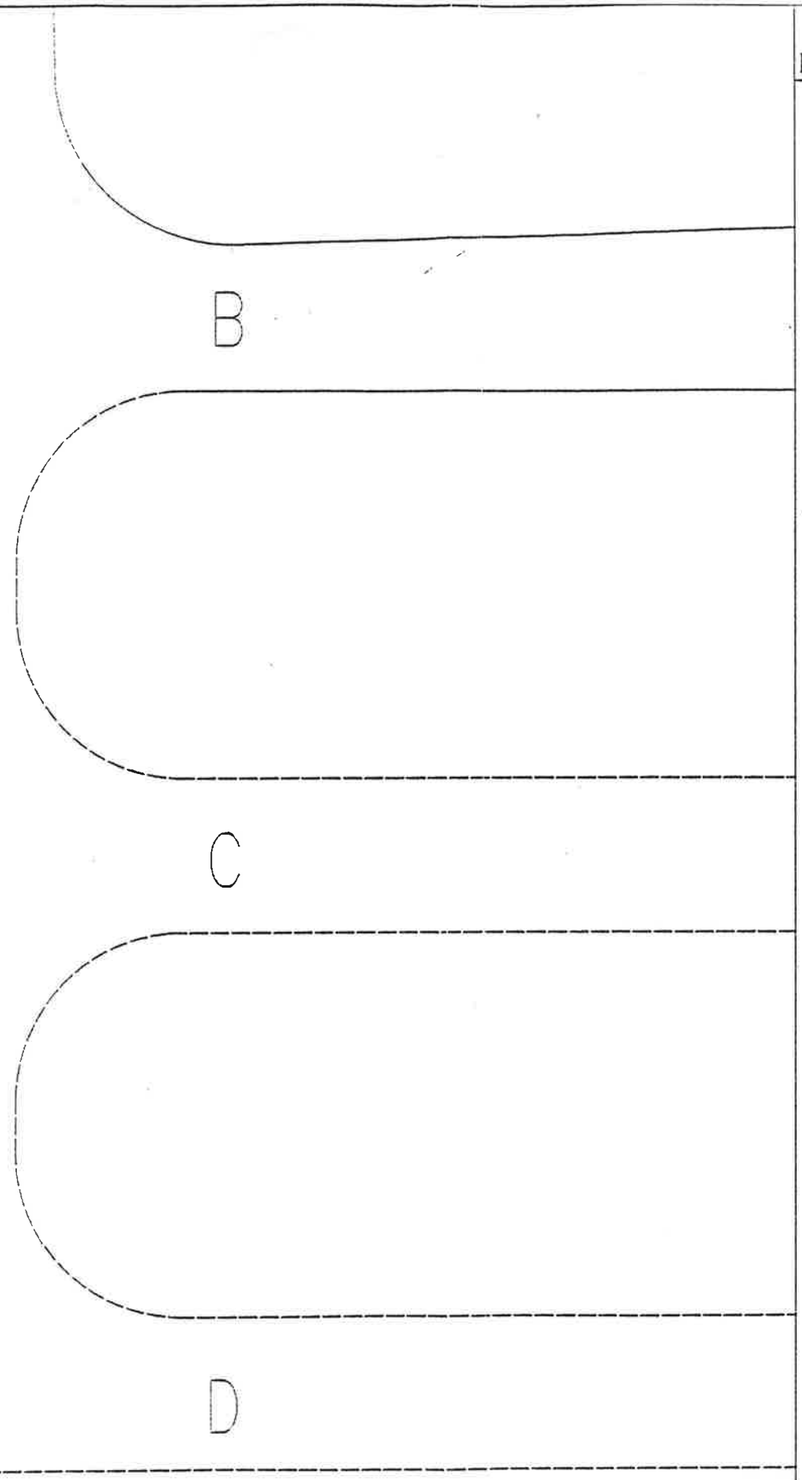
HANGAR
525 Skyway St.

STAMP

CONSULTANTS

AEP





1 SITE LAYOUT PLAN
1:20

AEP
Abel Engineering Professionals, Inc.

CIVIL ENGINEERING
SURVEY
ARCHITECTURE

CONSULTANTS:

MSSM
P.O. BOX 857 PUEBLO CO. 81002

HANGAR
525 Skyway St.

STAMP:

ISSUE RECORD:
CONCEPT PLAN 23 APRIL 2003

2002-530
J. MARTINEZ
J. CHRISMAN

SITE PLAN

EXHIBIT C A1.0

Contract for Sale of Interest in Hanger

Sam C. Brown, Jr, the Seller, agrees to sell to TravelAire Services Inc, the Buyer, his 50% ownership interest in the Hanger located at 439 Skyway Street, Pueblo Colorado, on parcel number 425004032, for a total sum of $500,000.00. With his contract, Buyer will maintain 100% ownership of the hanger. The land on which the hanger is built is not a part of this sale but is the subject of a land lease between the City of Pueblo, Lessor, and Sam Brown and TravelAire Services, Inc, Lessee. Sam Brown further agrees remove his name as Lessee under the land lease, which is attached hereto for reference and Buyer agrees to assume this land lease in its entirety at no expense to the Seller.

Buyer agrees that this is contract is for the hanger "as is" and Seller will not provide any improvements, maintenance or repairs to the property.

Buyer agrees to pay for all unpaid taxes, fees, insurance, utilities and all other costs associated with the Hanger and the Land lease. Seller and Buyer agree to split all closing costs. Closing to occur as soon as reasonably possible but no later than 30 days from execution of the contract.

SELLER:

Sam C. Brown, Jr. Date 5-17-22

BUYER:

TravelAire Services, Inc Date

Printed Name

TITLE: Pres TravelAire

BACKGROUND PAPER FOR PROPOSED ORDINANCE

COUNCIL MEETING DATE: July 25, 2022

TO: President Heather Graham and Members of City Council

CC: Nicholas A. Gradisar, Mayor

VIA: Marisa Stoller, City Clerk

FROM: Andrew Hayes, Director of Public Works

SUBJECT: AN ORDINANCE APPROVING A DEPOSIT AGREEMENT BETWEEN THE CITY OF PUEBLO, A MUNICIPAL CORPORATION AND LEGENDS SUBDIVISION, LLC., A UTAH LIMITED LIABILITY COMPANY, STEPHANIE J. SUMMERS, DALE MAJORS, AND ALAN ROSE RELATED TO THE INSTALLATION AND CONSTRUCTION OF REQUIRED PUBLIC IMPROVEMENTS WITHIN RIVERS RUN SUBDIVISION AND AUTHORIZING THE MAYOR TO EXECUTE SAID AGREEMENT

SUMMARY:

The Ordinance will approve a deposit agreement with Legends Subdivision, LLC., a Utah Limited Liability Company ("Legends") which allows it to defer the construction and installation of specified public improvements within the subdivision for up to a year from the date of its first building permit application within the Phase 2 area of the subdivision.

PREVIOUS COUNCIL ACTION:

The Rivers Run Subdivision plat was approved by City Council under Ordinance No. 7279 on February 28, 2005.

BACKGROUND:

Since the Rivers Run Subdivision was approved by Council in 2005, the first phase of the subdivision was completed and most of the public improvements in Phase 2 were also completed by the original developer. Around 2009, the original developer stopped work and the subdivision went dormant. In 2021, Legends Subdivision became the owner of the property and has subsequently transferred a minority ownership interest in the land to several different individuals. Legends Subdivision's builder has pulled building permits and completed construction on several existing approved lots within the Phase 2 area. Their Subdivision Improvements Agreement requires that all required improvements be installed within 180 days of the application for a building permit or

upon the issuance of a certificate of occupancy for any building, whichever occurs first. In lieu of installing the improvements within the specified time period, the SIA alternatively allows Legends Subdivision to deposit cash or other collateral as a guaranty the improvements will be completed.

In order to keep construction moving forward on the approved lots, the developer has requested to provide a deposit for the remaining unfinished public improvements. The unfinished improvements do not impact the lots currently being built upon, but they are part of the current phase under construction.

After estimating the value of the remaining unfinished improvements, a total deposit of $155,857.56 is required as a guarantee that the required work will be completed.

FINANCIAL IMPLICATIONS:

Legends Subdivision will provide a deposit of $155,857.56 as its guaranty that required public improvements in the Rivers Run Subdivision will be installed in a timely manner.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

Legends Subdivision will not be permitted to apply for additional building permits until required public improvements are installed unless this agreement is approved by City Council.

RECOMMENDATION:

Approval of the Ordinance.

Attachments:
Proposed Ordinance
Deposit Agreement

ORDINANCE NO. 10246

AN ORDINANCE APPROVING A DEPOSIT AGREEMENT BETWEEN THE CITY OF PUEBLO, A MUNICIPAL CORPORATION AND LEGENDS SUBDIVISION, LLC., A UTAH LIMITED LIABILITY COMPANY, STEPHANIE J. SUMMERS, DALE MAJORS, AND ALAN ROSE RELATED TO THE INSTALLATION AND CONSTRUCTION OF REQUIRED PUBLIC IMPROVEMENTS WITHIN RIVERS RUN SUBDIVISION AND AUTHORIZING THE MAYOR TO EXECUTE SAID AGREEMENT

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

SECTION 1.

The Deposit Agreement between the City of Pueblo, a Municipal Corporation and Legends Subdivision, LLC., a Utah Limited Liability Company, Stephanie J. Summers, Dale Majors, and Alan Rose, a copy of which is attached hereto, having been approved as to form by the City Attorney, is hereby approved.

SECTION 2.

The Mayor is authorized to execute and deliver the Deposit Agreement in the name of the City, and the City Clerk is directed to affix the seal of the City thereto and attest same.

SECTION 3.

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 25, 2022.

Final adoption of Ordinance by City Council on August 8, 2022.

_____
President of City Council

Action by the Mayor:

☒ Approved on August 9, 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

DEPOSIT AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 2022 by and between the CITY OF PUEBLO, a Municipal Corporation, hereinafter referred to as "City", and LEGENDS SUBDIVISION, LLC., a Utah limited liability company, STEPHANIE J. SUMMERS, DALE MAJORS, and ALAN ROSE, hereinafter referred to collectively as "Subdividers".

W I T N E S S E T H:

WHEREAS, Subdividers are the owners and/or developers of Block 3, Lots 33-48; Block 5, Lots 9-30; and Block 6, Lots 40-62 ("Subdividers' Lots") located within the River's Run Subdivision, City of Pueblo, Colorado and legally described as set forth in Exhibit "A", which is attached hereto and incorporated herein; and

WHEREAS, Subdividers are required, pursuant to Section 12-4-7(j) of the Code of Ordinances of the City, to construct certain public improvements including those set forth in Exhibit "B", which is attached hereto and incorporated herein; and

WHEREAS, Subdividers' predecessor-in-interest, CSM Investments, LLC, and City entered into a Subdivision Improvements Agreement dated December 7, 2005, which requires Subdividers to construct and install at its sole cost all required public improvements within a specified timeframe; and

WHEREAS, Paragraph 2 of the Subdivision Improvements Agreement requires that the Subdividers or any subsequent owner of the land or any portion thereof shall deposit cash or other collateral if said improvements are not installed within the specified timeframe; and

WHEREAS, the Subdividers agree that the estimate of the City Director of Public Works to construct and install improvements necessary to satisfy Paragraph 2 of the Subdivision Improvement Agreement with respect to Subdividers' Lots is reasonable; and

WHEREAS, Subdividers agree to establish a Deposit Account with the City to guarantee payment of the costs of installation and construction of said public improvements according to City's Subdivision Regulations and the Subdivision Improvement Agreement.

NOW THEREFORE, in consideration of the foregoing in consideration of the foregoing and mutual

covenants contained herein, the City and Subdividers agree as follows:

I. Subdividers agree:

1. To deposit with the City Director of Finance $155,857.56, being an amount equal to the estimate of the public improvements necessary to satisfy Paragraph 2 of the Subdivision Improvement Agreement with respect to Subdividers' Lots and the City Subdivision Regulations. Such estimate and improvements are set forth in Exhibit "B", which is attached hereto and incorporated herein.

2. To install the required public improvements in said Subdivision as described in Exhibit "B".

3. That the funds deposited by Subdividers shall be held by the City in a non-interest-bearing Deposit Account to be established by the Director of Finance who may disburse said funds only as herein provided. The Director of Finance shall release from said Deposit Account and pay out therefrom only such deposited funds as directed in writing by the Director of Public Works. That the funds deposited with the Director of Finance may be withdrawn at the discretion of the Director of Public Works upon written request to the Director of Finance.

4. When Subdividers complete all or a portion of the improvements described in Exhibit "B", Subdividers may apply to the City for a partial or full release of the deposited funds and upon written notice of the City's Director of Public Works to the Director of Finance, the Director of Finance shall release said funds to the Subdividers as directed by the Director of Public Works.

5. In the event that Subdividers fail to install all or any part of the required public improvements described in Exhibit "B", on or before one (1) year from the date of application for the first building permit issued on any of the Subdividers Lots, the Director of Public Works may, upon written notice to the Director of Finance, withdraw the deposited funds to complete all or any part of the said improvements.

II. The City agrees:

6. To have the Director of Public Works or his designee periodically inspect said improvements while under construction and inspect completed improvements within a reasonable time after receiving written notice that the improvement has been completed. The Director of Public Works shall notify the Subdividers within 10 days after inspection of the required public improvements if the same are satisfactorily completed and approved by the City and if so satisfactorily completed and approved, the Director of Public Works shall authorize a partial release and payment of said escrowed funds to be made to Subdividers in an amount determined by the Director of Public Works based on the percentage of improvements completed and approved.

III. The City and Subdividers agree:

7. That this Deposit Agreement shall constitute full satisfaction of the covenants set forth in Paragraph 2 of the Subdivision Improvement Agreement with respect to Subdividers' Lots only. Nothing contained herein is intended to be, relied upon or otherwise act as an amendment of the Subdivision Improvement Agreement.

CITY OF PUEBLO

By: _____

Nicholas A. Gradisar, Mayor

Subscribed and sworn to before me this _____ day of _____, 2022.

My commission expires: _____

_____

Notary Public

LEGENDS SUBDIVISION, LLC

By: _____

Subscribed and sworn to before me this _____ day of _____, 2022.

My commission expires: _____

_____

Notary Public

STEPHANIE J. SUMMERS

By: _____

Subscribed and sworn to before me this _____ day of _____, 2022.

My commission expires: _____

_____

Notary Public

DALE MAJORS

By: _____

Subscribed and sworn to before me this _____ day of _____, 2022.

My commission expires: _____

_____

Notary Public

ALAN ROSE

By: _____

Subscribed and sworn to before me this _____ day of _____, 2022.

My commission expires: _____

_____

Notary Public

EXHIBIT "A"

A parcel of land being a portion of Mattice and Gibson's Addition, filed for record November 10, 1899, in Book 13 at Page 17, in the records of the Pueblo County Clerk and Recorder, and a portion of the SW ¼ of Section 32, Township 20 South, Range 64 West of the Sixth Principal Meridian, being more particularly described as follows:

BEGINNING at a point on the easterly line of said Mattice and Gibson's Addition, from which the southwest corner of said Section 32 bears S 02°05'32" E (Bearings based upon the Colorado State Plane Coordinate System, South Zone, North American Datum 1927; said bearings based upon the line between the said southwest corner of Section 32, also known as Pueblo County GPS Monument No. 1405, being a Lead Plug and Tack in a Stone, in a cast iron monument box, and Pueblo County GPS Monument No. 7, being a No. 7 rebar, which bears S 04°32'49" E), a distance of 88.20 feet, said point being the north corner of that portion of said Section 32, described in that document filed for record January 9, 1967, in Book 1608 at Page 04, in the records of the Pueblo County Clerk and Recorder; thence N 34°23'10" W a distance of 74.87 feet to the northeast corner of Block 57 of said Mattice and Gibson's Addition; thence continuing N 34°23'10" W a distance of 18.28 feet to a point on the northeasterly line of that portion of Block 56 of said Mattice and Gibson's Addition, described in said, in Book 1608 at Page 04, if produced southeasterly, said line also being the northeasterly right of way line of Colorado State Highway No. 227 (also known as Joplin Street); thence northwesterly along the northeasterly lines of the parcels described in said Book 1606 at Page 04, and said right of way line of Colorado State Highway No. 227 the following eight (8) courses:

1. N 69°44'22" W a distance of 370.01 feet to a point on the westerly line of said Block 56;
2. N 66°30'49" W a distance of 89.17 feet, to the northeast corner of Lot 28 in Block 55 of said Mattice and Gibson's Addition;
3. N 75°20'09" W a distance of 53.30 feet, to the southwest corner of Lot 2 in said Block 55;
4. N 61°45'08" W a distance of 232.68 feet, to the northwest corner of Lot 10 in said Block 55;
5. N 34°41'14" W a distance of 94.24 feet, to the southeast corner of Lot 16 in Block 51 of said Mattice and Gibson's Addition;
6. N 09°37'55" W a distance of 257.91 feet, to the northeast corner of the west 20.00 feet of Lot 14 in said Block 51;
7. N 09°52'53" W a distance of 80.62 feet to the southeast corner of the west 10.00 feet of Lot 15 in Block 48 of said Mattice and Gibson's Addition;
8. N 02°45'22" W parallel with the west line of said Block 48, a distance of 266.08 feet, to a point 10.00 feet northerly, and perpendicular to the north line of said Block 48, said point being on the north line of the southerly portion of vacated Fir Street, according to the recorded Road and Alley Vacation Plat thereof, in the records of the Pueblo County Clerk and Recorder;

Thence along said north line of southerly portion of vacated Fir Street the following two (2) courses:

1. N 87°14'15" E a distance of 53.34 feet;
2. Along the arc of a curve to the right, having a radius of 220.00 feet, a central angle of 17°20'29", a distance of 66.59 feet, to a point on said north line of Block 48;

Thence N 87°14'15" E, along said north line, a distance of 119.63 feet to a point on the south line of the northerly portion of said vacated Fir Street, thence along said south line along the arc of a non-tangent

curve to the left, whose center bears S 38°38’50” W, having a radius of 280.00 feet, a central angle of 14°38’39”, a distance of 71.56 feet to a point on the centerline of vacated Fir Street, according to the said recorded Road and Alley Vacation Plat thereof; thence N 87°14’15” E, along said centerline, a distance of 61.19 feet, to a point on the west line of Lot 25 in Block 43 of said Mattice and Gibson’s Addition, if produce southerly; thence N 02°44’04” W, along said west line, a distance of 167.99 feet to the center line of the vacated alley in said Block 43, according to the said recorded Road and Alley Vacation Plat thereof; thence N 87°14’24” E, along said centerline, a distance of 140.88 feet, to a point on the centerline of vacated Kingston Avenue (platted as Capitol Street), according to the said recorded Road and Alley Vacation Plat thereof; thence N 02°43’33” W, along said centerline, a distance of 127.98 feet, to a point on the south right of way line of vacated Evergreen Street (platted as Elm Street), according to ordinance Number 1228, dated April 4, 1927; thence S 87°14’33” W, along said right of way line, a distance of 40.00 feet to the northeast corner of said Block 43; thence N 02°43’33” W a distance of 80.00 feet to the southeast corner of Block 40 of said Mattice and Gibson’s Addition, said point being on the southerly right of way line of the AT & SF Railroad; thence easterly along said right of way line the following five (5) courses:

1. N 87°14’33” E a distance of 485.97 feet to a point on the east line of said Mattice and Gibson’s Addition;
2. N 02°05’32” W, along said east line, a distance of 29.50 feet;
3. N 87°55’43” E a distance of 722.25 feet;
4. N 02°04’17” W a distance of 113.00 feet;
5. N 87°55’43” E a distance of 604.30 feet to a point on the west line of Wiley and Chamberlain’s Subdivision, filed for record June 9, 1887, in Book 2A at Page 40, in the records of the Pueblo County Clerk and Recorder;

Thence S 02°04’17” E, along said west line, a distance of 1462.39 feet to a point on the apparent northerly right of way line of Portland Avenue; thence along said right of way line the following two (2) courses:

1. Along the arc of a non-tangent curve to the right, whose center bears N 28°09’59” W, having a radius of 1785.73 feet, a central angle of 28°02’57”, a distance of 874.20 feet;
2. S 88°59’51” W a distance of 470.34 feet, to a point on the easterly line of said portion of Section 32 described in Book 1608 at Page 04;

Thence N 37°45’25” W, along said easterly line, a distance of 20.65 feet to the POINT OF BEGINNING;

Said Parcel contains 69.60 acres, more or less.

EXHIBIT "B"

Subdividers shall deposit funds in the amount of $155,857.56 with the City's Director of Finance as the Subdividers' guarantee of the completion of the public improvements listed below:

Description	Estimated Cost
Construction of Georgann Lane including pavement, curb and gutter, sidewalk, water main, wastewater main, and streetlighting in accordance with approved Subdivision construction drawings.	$95,404.05
Perform pavement crack sealing to repair existing paved sections of Fir Street, Rivers Run Avenue, Georgann Court, Bradley Street, Brewery Road, and Pineda Court.	$29,282.24
Additional 25% of estimated construction cost as required per Pueblo Municipal Code §12-4-7 (j) (1)	$31,171.57
TOTAL AMOUNT OF DEPOSIT	**$155,857.56**

BACKGROUND PAPER FOR PROPOSED ORDINANCE

COUNCIL MEETING DATE: July 25, 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 APPROVING AND ADOPTING THE 2022 PUEBLO REGIONAL COMPREHENSIVE PLAN FOR THE PHYSICAL DEVELOPMENT OF PUEBLO, A COLORADO MUNICIPAL CORPORATION

SUMMARY:

This Ordinance approves the 2022 Pueblo Regional Comprehensive Plan. Colorado Revised Statutes authorize municipalities and counties to prepare comprehensive plans as long-range planning guides. The comprehensive plan provides a framework for zoning, subdivision, annexation and other planning and land-use policies. The Plan promotes the community's vision, goals, objectives, and policies, establishes a process for orderly growth and development, and addresses both current and long-term needs.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

Counties and municipalities generally update their Comprehensive Plans every 10 to 20 years to reflect the changing dynamics of a community and trends in development. Comprehensive Plan elements include recreation and tourism (required by Colorado Statutes), transportation, land use, economic development, housing, water supply and conservation, sustainability, and urban design.

The current Pueblo's Comprehensive Plan (regional comprehensive plan including all of Pueblo County) was adopted by City Council in June of 2002. The plan has been amended several times over the 20-year period. The City of Pueblo has historically partnered with the Pueblo Area Council of Governments (PACOG) to act as the lead agency in developing the Comprehensive Plan that encompasses unincorporated Pueblo County, Pueblo's agricultural communities, municipalities, and Metropolitan Districts. The Pueblo County Planning Commission and the City of Pueblo Planning and Zoning Commission jointly serve as the Land Use Planning Committee (Committee)

to PACOG. The Pueblo Regional Comprehensive Plan is adopted separately by the Pueblo City Council and the Pueblo County Planning Commission. The goal is to maintain a common regional plan that can be utilized by Pueblo County and the City of Pueblo in reviewing future land use activities and proposals under a mutually agreed upon regional comprehensive plan.

Since 2002, the dynamics of Pueblo County have evolved. Pueblo's economic growth rate was the fourth highest among Colorado's metro areas and is the result of a diversified economy and a growing number of individuals moving to Pueblo due to relative affordability and the temperate climate. Because of this, PACOG has embarked on an update to the Comprehensive Plan. Pueblo County received a $200,000 Department of Local Affairs EIAF Tier 1 grant to contract with a consulting team to create an updated Comprehensive Plan. The grant was matched with $250,000 provided by PACOG members. Clarion Associates were hired through a competitive bid process and began working with the Pueblo Committee to draft the new Comprehensive Plan in November 2020.

The Pueblo Regional Comprehensive Plan elements include the following:

- Regional Goals and Policies-establishes goals and policies to:
  - Build a broader understanding of the region's shared vision and values,
  - Foster regional collaboration on a range of initiatives to help achieve that vision over the next 10-20 years; and,
  - Inform day to day decision making in all areas of Pueblo County
- Regional Development Plan-establishes a framework for accommodating forecast residents and jobs. The plan provides guidance to help the region consider other opportunities as they arise and address the many factors that influence where and how the region will grow in the future.
  - Regional Growth Priorities, Infrastructure and Services
  - Evaluation Criteria for Major Projects
  - Future Land Use Plan-guides future zoning actions within the City and County, and,
  - Area-Specific Goals and Policies
- Implementation and Monitoring-highlights the major initiatives that will support the implementation of the Regional Comprehensive Plan over the next three years and is intended to be used as a tool to help inform the creation of:
  - Detailed work programs, capital improvement plans, and budgets
- Appendices
  - A. State of the County-analysis of infrastructure, economic base, neighborhoods and communities, key policy choices.
  - B. Fiscal Impact Findings-fiscal monitoring, City of Pueblo, Pueblo County, and Pueblo West Metro District models.
  - C. Scenario Outreach Materials
  - D. Tools and Best Practices to Support Agriculture-agriculture incentive programs, transfer, and purchase of development rights programs.
  - E. Community Engagement Summary-growth scenarios and key policy choices.
  - F. Inventory of Cultural Resources-inventory of designated historic districts and properties within Pueblo.
  -

FINANCIAL IMPLICATIONS:

There are no financial implications for the City at this time related to the adoption of the Regional Comprehensive Plan. It is anticipated that the Plan will serve as a guiding document that will be utilized to impact the future fiscal decisions of the City.

BOARD/COMMISSION RECOMMENDATION:

The Planning & Zoning Commission, at their July 13, 2022, voted 6-0, with Commissioner Avalos absent, to recommend adoption by City Council of the 2022 Pueblo Regional Comprehensive Plan including the proposed change by Pueblo Plex to incorporate the Pueblo Plex master plan into the final Regional Comprehensive Plan.

STAKEHOLDER PROCESS:

The process to complete the new regional comprehensive plan was initiated in November of 2020 and included an extensive public participation process that included Focus Groups and Stakeholder interviews; an online survey; departmental and service provider working group meetings, joint elected and appointed officials' updates; virtual community meetings; regional thinktank meetings; In-person open houses; online input opportunities and youth workshops.

ALTERNATIVES:

There are three alternatives City Council may consider related to the proposed adoption of the 2022 Pueblo Regional Comprehensive Plan:

Option 1 - Leave the current 20-year-old plan as is without adopting a new regional comprehensive plan. This option would result in continuing to utilize the 2002 Pueblo Regional Comprehensive Plan for direction on future land use decisions.

Option 2 - Amend the Ordinance to modify the proposed contents included within the proposed Pueblo Regional Comprehensive Plan.

Option 3 - Upon request of City Council, the Ordinance could be returned to the Planning and Zoning Commission for consideration of proposed modifications.

RECOMMENDATIONS:

Approval of the Ordinance.

Attachments:
Proposed Ordinance
2022 Pueblo Regional Comprehensive Plan
Minutes of the Planning and Zoning Commission July 13, 2022 Public Hearing
Planning and Zoning Commission Staff Report
Memorandum

ORDINANCE NO. 10247

AN ORDINANCE APPROVING AND ADOPTING THE 2022 PUEBLO REGIONAL COMPREHENSIVE PLAN FOR THE PHYSICAL DEVELOPMENT OF PUEBLO, A COLORADO MUNICIPAL CORPORATION

WHERERAS, the City Planning and Zoning Commission is authorized to prepare and submit to the City Council for its approval a 2022 Pueblo Regional Comprehensive Plan for the physical development of the City; and,

WHEREAS, the City Planning and Zoning Commission, after a public hearing thereon conducted on July 13, 2022 after due publication, has approved said plan and submitted same to City Council for its approval; NOW, THEREFORE;

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

SECTION 1.

The 2022 Pueblo Regional Comprehensive Plan, heretofore approved by the City Planning and Zoning Commission and submitted to the City Council for approval, a copy of which is attached hereto, is hereby approved and adopted as the Master Plan for the Physical Development of the City.

SECTION 2.

The 2022 Pueblo Regional Comprehensive Plan for the physical development of Pueblo, a Colorado Municipal Corporation is hereby adopted.

SECTION 3

The officers of the City are hereby authorized to take all other actions necessary or appropriate, on behalf of the City, to implement the provisions of this Ordinance.

SECTION 4

This Ordinance shall become effective upon final approval and passage.

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on July 25, 2022.

Final adoption of Ordinance by City Council on August 8, 2022.

President of City Council

Action by the Mayor:

☒ Approved on August 9, 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



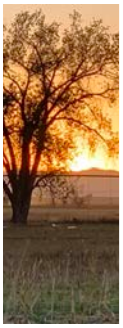














PUEBLO REGIONAL COMPREHENSIVE PLAN

Adoption Draft

June 2022

YOUR PLAN YOUR PUEBLO


PUEBLO COUNTY


city of
PUEBLO
colorado


Pueblo West
COLORADO

ACKNOWLEDGEMENTS

County Commissioners

Garrison M. Ortiz, Chairman

Chris Wisemen

Epimenio M. Griego

Terry Hart (Former)

County Staff

Carmen Howard, Planning Director

Gail Wallingford-Ingo, Deputy Director

Rachel Gaffney, Special Projects Planner

Emma Strong, Planner II

City Council

Nicholas A. Gradisar, Mayor

Regina Maestri

Larry Atencio

Sara Martinez

Vicente Martinez Ortega

Dennis Flores

Heather Graham

Lori Winner

Mark Aliff (former)

Ed Brown (former)

Zolanye McCulley-Bachicha (former)

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Wade Broadhead, Preservation Planner

Chelsea Stromberg, Senior Planner

Pueblo West Metro District Board

Doug Proal, President

Matt Smith

Judy Leonard

Kim Swearingen

Jami Baker Orr

Pueblo West Staff

Brian Caserta, Fire Chief/Interim District Manager

Nina Vetter, District Manager (Former)

Harley Gifford, General Counsel

Tyler Purvis, Economic Development

Marcos Reyes, Neighborhood Services Officer

Departmental and Service Provider Working Group

This working group consisted of service providers, utilities, regional agencies, and non-profit organizations that supported the planning effort with their time and expertise. Participants included Black Hills Energy, Xcel Energy, San Isabel Electric, Pueblo Regional Building Department, PACOG, PEDCO, the Sonoran Institute, Pueblo Board of Water Works, and department representatives from Pueblo County, City of Pueblo, and Pueblo West.

Consultant Team

Clarion Associates

Economic & Planning Systems

Mcbride Dale Clarion

The Pueblo Regional Comprehensive Plan was supported by hundreds of individuals who contributed significant time and energy to provide ideas, feedback, and to share information about their communities and their work within the region.

Thank you to everyone who participated!

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PHOTO CREDITS

Photos provided by:

- Clarion Associates
- City of Pueblo
- Pueblo County
- Pueblo Food Project
- Pueblo West
- Pueblo Shares

PROJECT FUNDING

This project was funded by Pueblo County, the City of Pueblo, and the Pueblo West Metropolitan District with support from Pueblo Area Council of Governments (PACOG), the Colorado Department of Local Affairs (DOLA), and the Sonoran Institute.

LIST OF ACRONYMS

ADU	Accessory Dwelling Unit
BHE	Black Hills Energy
CADA	Colorado Agriculture Development Authority
CCMD	Colorado City Metropolitan District
CDA	Colorado Department of Agriculture
CSA	Community Supported Agriculture
CSU	Colorado State University
CDOT	Colorado Department of Transportation
CDPHE	Colorado Department of Public Health and Environment
CLG	Certified Local Government
CSRHP	Colorado State Register of Historic Places
CTO	Colorado Tourism Office
DU/AC	Dwelling Units/Acre
EDGIS	Pueblo County Office of Economic Development and Geographic Information Systems
EMS	Emergency Medical Services
FEMA	Federal Emergency Management Agency
HOA	Homeowner's Association
HPC	City of Pueblo Historic Preservation Commission
HUTF	Highway User Tax Fund
LRTP	Long-Range Transportation Plan
MPO	Metropolitan Planning Organization
MS4	Municipal Separate Storm Sewer System
NRHP	National Register of Historic Places
NRCS	National Resources Conservation Service
PACOG	Pueblo Area Council of Governments
PCC	Pueblo Community College
PDPHE	Pueblo County Department of Public Health and Environment
PDR	Purchase of Development Rights
PEDCO	Pueblo Economic Development Corporation
PICR	Pueblo Inventory of Cultural Resources
PUD	Planned Unit Development
PWMD	Pueblo West Metropolitan District
SIEA	San Isabel Electric Association
TDR	Transfer of Development Rights
USDA	U.S. Department of Agriculture
USGS	U.S. Geologic Survey
WUI	Wildland-Urban Interface

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SECTION 1

INTRODUCTION



PLAN ELEMENTS

ABOUT THE PROCESS

COMMUNITY VALUES

OUR VISION

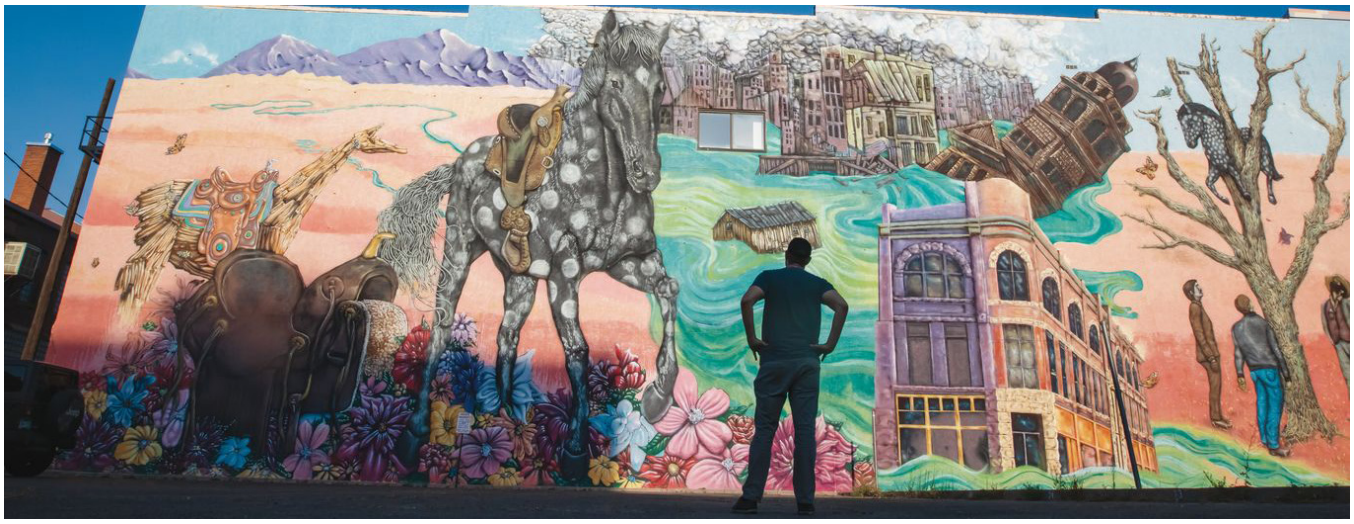


ABOUT THE PLAN

The Pueblo Regional Comprehensive Plan ("the Regional Comprehensive Plan" or "the Plan") is the overarching policy guide for unincorporated areas and communities in Pueblo County and the City of Pueblo. This iteration of the Regional Comprehensive Plan was developed by Pueblo County—in partnership with the City of Pueblo, the Pueblo West Metropolitan District ("Pueblo West"), the towns of Boone and Rye, and the unincorporated communities as part of the first major update of the Plan since 2002. The Pueblo County region ("Pueblo County" or "the region") has a long track record of collaboration. In addition to serving as a guide for day-to-day decision-making, the Regional Comprehensive Plan plays several important functions:

- **Articulates a shared vision and goals for the region.** Pueblo County is part of a larger community of interests that includes municipalities, districts, other governmental and quasi-governmental organizations, along with private businesses and institutions. Each of these entities plays an important role in region's quality of life and continued success. This Plan defines a shared vision and goals for the region that encompasses both County and City government and the larger community of interest.
- **Defines where and how the region wants to grow**. This Plan defines the types and intensities of land uses that are desired in different parts of the County. It is intended as a tool to help municipalities and service providers plan for future infrastructure and service needs and evaluate future development proposals. The Plan is also intended as a tool to help inform existing or prospective property owners, developers, businesses, and residents about future growth and development in Pueblo County.
- **Establishes a coordinated strategy for implementation.** The Plan identifies a number of priority initiatives that the region will pursue through collaboration on issues related to land use, renewable energy, economic development, housing, transportation, parks and recreation, and other issues of significance. Other priority initiatives identified will require individual entities to take the lead on implementation.

The Regional Comprehensive Plan was developed in accordance with Colorado Revised Statute 31-23-206, which grants the authority to counties and municipalities to draft comprehensive plans as advisory documents to guide land use decisions within their jurisdictions. This Plan is not a regulatory document; however, City and County zoning and other regulatory documents should be aligned to support the Plan's implementation.



PLAN ELEMENTS

Comprehensive plans cover a wide range of topics—most typically land use, transportation, housing, natural resources, utilities, parks and open space, and many others. In Colorado, municipalities are required to address recreation and tourism, and to have a plan to guide annexation within three miles of their boundary, but otherwise have the flexibility to address the topics that are most important to the local community. This iteration of the Regional Comprehensive Plan establishes goals for and provides policy guidance on a much wider range of issues than its 2002 predecessor, which focused predominantly on land use considerations. This expanded policy focus—as articulated in Section 2: Regional Goals and Policies—reflects a shift in what's important to Pueblo County residents and the broader community of interests, but also of emerging trends in comprehensive plans that emphasize the needs of *people* as much as *place*.

This iteration of the Regional Comprehensive Plan also places an expanded focus on the critical role of water in Pueblo County's future. The incorporation of a water "element" emerged from the support of the Sonoran Institute and from ongoing efforts to enhance collaboration among regional stakeholders—Pueblo County, the City of Pueblo, Pueblo West, the seven water districts in the region, agricultural and conservation interests, and others—on water-related issues. This focus also reflects growing awareness and concern about the cascading effects of climate change on communities throughout the West, but especially in arid climates like Pueblo County. The region has experienced some of these effects firsthand in recent years—extreme drought, wildfire, and flooding—and is committed to working collaboratively on adaptation and resilience strategies.

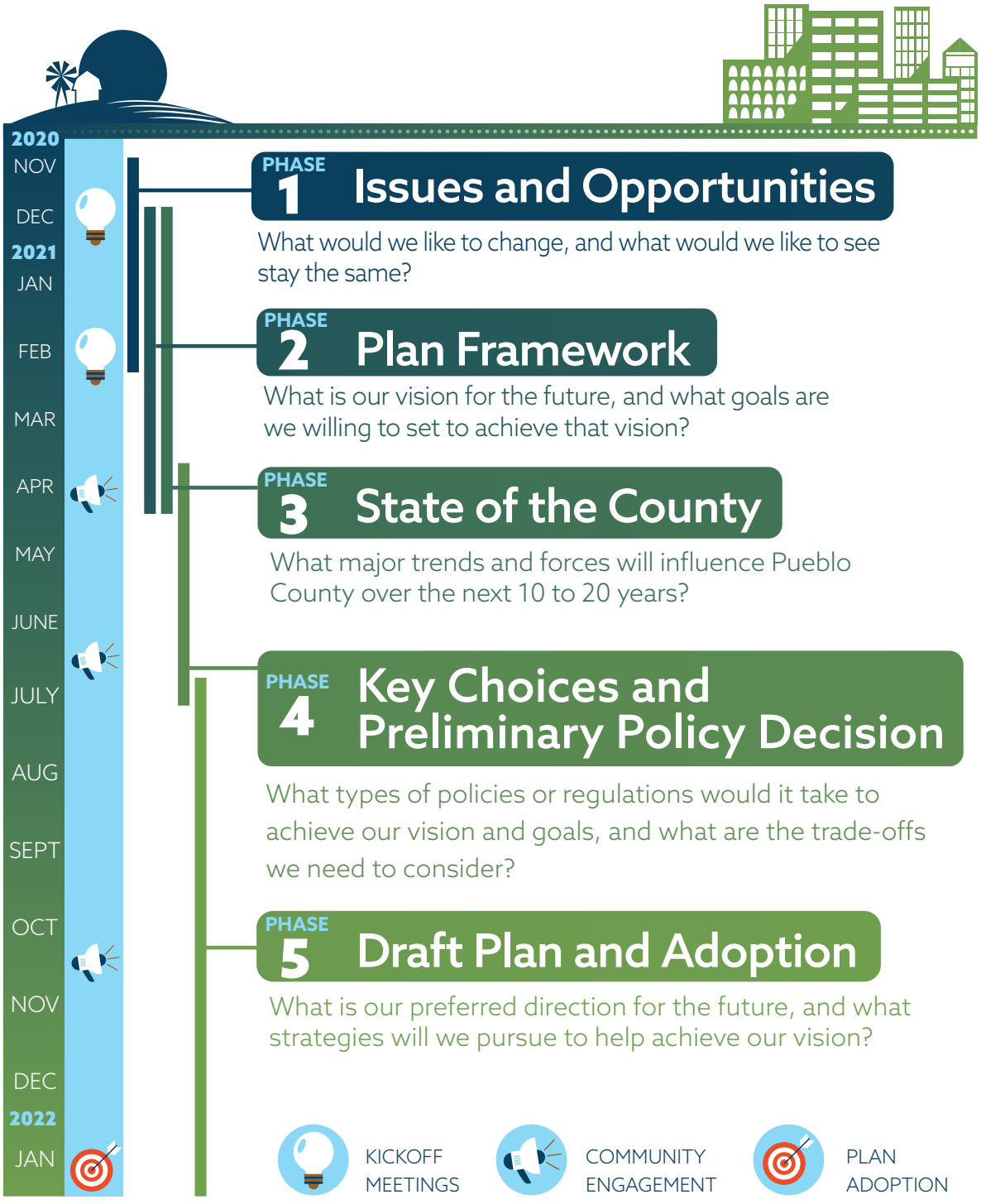
RELATED PLANS AND STUDIES

The Regional Comprehensive Plan was informed by dozens of related plans and studies developed by municipalities, service providers, and other organizations. Related plans and studies are highlighted where applicable throughout the Plan and addressed in more detail in the State of the County report. [See Appendix A]

ABOUT THE PROCESS

Project Timeline

The Regional Comprehensive Plan process kicked off in late 2020 and is anticipated to be complete in early 2022. Opportunities for stakeholder and community input were provided at key points throughout the process, as illustrated on the project timeline and discussed in more detail below.



Opportunities for Input

A variety of stakeholder and community input opportunities were provided during each phase of the process to encourage broad participation and representation from different geographies and stakeholder groups within Pueblo County. Due to limitations on in-person gatherings as a result of the COVID-19 pandemic, virtual and online engagement tools were necessary for much of the process. Opportunities for input included:

- Stakeholder interviews
- Focus groups
- Online surveys (in English and Spanish)
- Pop-up events
- Youth workshops
- Community open houses (both virtual and in-person)
- Departmental and Service Provider Working Group meetings
- Regional Thinktank meetings
- Joint Elected and Appointed Official Updates

Input opportunities were advertised broadly through established social media feeds and other communication channels maintained by Pueblo County, the City of Pueblo, and Pueblo West, as well as through radio, newspaper, and TV coverage. Community and stakeholder input received throughout the process was used to inform the preparation of interim work products and ultimately shape the issues and opportunities highlighted in the Regional Comprehensive Plan. A summary of input received during each "round" of engagement is provided in Appendix E.

Key Themes/Issues and Opportunities

The following themes and issues and opportunities emerged from initial community and stakeholder engagement during Phases 1 and 2 of the Regional Comprehensive Plan process in response to questions about what's working well, and what needs to change in the future.



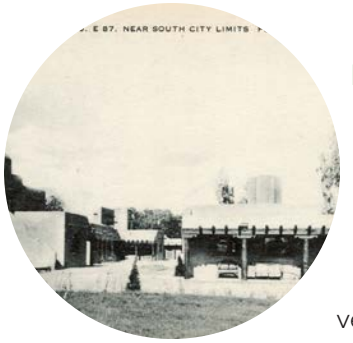
HOUSING

- **Affordability.** The unattainability of for-rent and for-sale homes for many families and issues related to homelessness.
- **Housing diversity.** Lack of housing availability across all categories of housing – especially newer homes, high-end options, housing for people with disabilities, and pet friendly housing.
- **Newer housing options.** Need for new construction and updated housing options, particularly downtown and in walkable areas.
- **Rental units.** Need for affordable rental units, to support low-income families, young professionals, and new residents.



ACCESS TO SERVICES

- **Medical care.** Access to healthcare services and improved quality of care.
- **Education.** Improvements to K-12 education and the need for personal growth opportunities for youth.
- **Public safety.** Concerns about theft, drug use, the number of people experiencing homelessness, and the state of public infrastructure and services.
- **Proximity of commercial services to neighborhoods.** Improved access to local grocery stores, restaurants, and businesses throughout the County.
- **Public infrastructure.** Improved public infrastructure like roadway improvements, public transportation options, high speed internet, and more reliable cellular service.



HISTORY AND CULTURE

- **Cultural/music/art events/activities.** Desire for more entertainment like music venues and family-friendly activities. Recognition of the Sangre de Cristo Arts Center and the area's many museums as important community assets.
- **Tourism amenities.** Tourism offerings that highlight the many existing assets of the community, including recreation destinations, the Riverwalk area, and seasonal festivals.
- **City or County government participation.** Interest in contributing to local governance, having a greater voice, and sharing ideas.



ECONOMY

- **Good-paying jobs.** More jobs that pay more than minimum wage. Examples cited by participants included tech, construction, renewable energy, and manufacturing.
- **Availability of employment opportunities.** Difficulty of finding employment opportunities and a desire to see companies with a large number of positions come to Pueblo County.
- **Quality of businesses and services.** Interest in seeing more retail and food options (both restaurants and grocery stores) – especially small, locally owned businesses, with sustainable practices, in higher-density areas and near popular recreation destinations.
- **Support for small businesses.** Better promotion and support for small businesses through training and incentives. Desire to develop more robust arts and entertainment offerings.
- **Business-support services.** Need for improving internet reliability and speed, reducing utility costs, and workforce training and retention – including strengthening the local education system.



GROWTH AND DEVELOPMENT

- **Overall appearance and quality of the built environment.** Concerns about vacant and unkempt properties, and desire to see spaces revitalized and better maintained.
- **Overall quality and condition of existing neighborhoods.** Disparity in quality across neighborhoods and desire to see underdeveloped neighborhoods given an opportunity to flourish.
- **Maintenance and beautification.** Improvements to private and public spaces, including trash management, better lighting, more community art, and landscaping.



AGRICULTURE/ RURAL AREAS

- **Rural development.** Balancing preservation of the land, views, and rural atmosphere with development demands and the need for affordable housing.
- **Agriculture.** Concerns about conserving agricultural lands and ensuring farms and ranches have the necessary resources to thrive into the future.



RECREATION

- **Recreational facilities/ opportunities.** Improved access and quantity of recreation facilities, in particular pools, athletic centers, and opportunities/ activities for youth.
- **Overall quality of recreational amenities.** Satisfaction with the quality of recreational amenities like Arkansas River trail, Riverwalk, parks, and the multitude of outdoor opportunities, but also need for better maintenance and safety in these spaces.
- **Access/proximity to parks, playgrounds, or recreational facilities.** Concerns about the accessibility and inclusiveness of current recreational opportunities.
- **Access/proximity to walking/biking paths and trails.** Recognition of the multitude of trail offerings, and issues with safe accessibility in terms of parking, sidewalk maintenance/ availability, and trash/debris.
- **Access to public lands.** Recognition of the barriers created by access fees for lower income households.



ENVIRONMENT AND SUSTAINABILITY

- **Air quality.** Concerns about localized air quality and odors from marijuana grow sites.
- **Water quality and conservation.** Management of water systems, drinking water quality, recreational water quality, and interest in xeriscaping techniques.
- **Remediation and reuse of industrial lands.** Concern about the image of the community and desire for industrial remediation is necessary to clean up degraded sites and views from roadways.
- **Resource extraction.** Better regulation of resource extraction in the region and concerns about the location of such activity and health and safety impacts.
- **Sustainable development practices.** Interest in bringing more solar and other renewable energy options to Pueblo County, as well as exploring other sustainable development strategies. Desire for a more robust recycling program.



TRANSPORTATION/ CONNECTIVITY

- **Sidewalk connectivity.** Lack of sidewalks in many neighborhoods, with recognition of the impacts for wheelchair users.
- **Ease of travel by biking.** Safety concerns when bicycling and need for more designated bike lanes – especially in the downtown area.
- **Ease of travel by car.** Need for better road maintenance and recognition that the car centric nature of Pueblo County inhibits other forms of transportation.
- **Intraregional transit.** Improvements to the regional bus transportation system, including the lack of predictability, constrained hours, and minimal routes to different edges of the community. Interest in an option for public transit throughout the Front Range and in particular, to and from Denver International Airport.

COMMUNITY VALUES

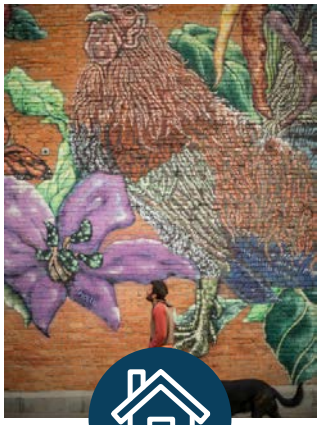
Participants in the Vision and Values survey conducted during the initial stages of the Regional Comprehensive Plan process were asked, "What three words best characterize your vision for Pueblo County's future?" These are the phrases that came up most frequently in response:



OUR VISION FOR PUEBLO COUNTY

Our vision for the Pueblo County region is grounded in seven guiding principles. These principles reflect what residents value about living in Pueblo County today, and what they hope it will be in the future. These principles are based on a shared understanding that the success of the region depends not just on how we grow—or the businesses we attract—but also on the prosperity and quality of life of ALL who call Pueblo County home. Guiding principles are intended to be viewed as equal in weight and are not listed in any particular order of importance. The guiding principles also serve as an organizing framework for the Regional Goals and Policies in Section 2.

GUIDING PRINCIPLE 1:



DIVERSE LIFESTYLES, ATTAINABLE HOUSING OPTIONS

Puebloans choose from an array of lifestyle options and have access to housing types that meet the needs of all ages, incomes, and family structures. Both established and new neighborhoods are strong, stable, and safe.

GUIDING PRINCIPLE 2:



DEEPEN OUR AGRICULTURAL ROOTS

Pueblo County's roots in agriculture go back nearly 150 years. Farming and ranching contribute to the economy, but also to the culture and character of our region through rural landscapes, family businesses, signature crops, and emerging industries.

GUIDING PRINCIPLE 3:



HELP EVERY COMMUNITY THRIVE

Through investments in our people, neighborhoods, and communities, we will strive to make Pueblo County a place where all residents have a safe place to call home—and access to the basic services, education, and amenities they need to thrive.

GUIDING PRINCIPLE 4:



CELEBRATE PUEBLO

Puebloans value the region's history, culture, landscapes, access to outdoor recreation, and friendly people. We will instill a renewed sense of pride and identity by celebrating our diverse assets and investing in what makes Pueblo uniquely livable.

GUIDING PRINCIPLE 5:



A FUTURE-READY ECONOMY AND WORKFORCE

A future-ready economy and workforce is nimble in its ability to adapt to industry shifts and economic fluctuations. As a region, we will work together to position Pueblo County as an innovative community, where all residents, business-owners, and members of the workforce have an opportunity to achieve economic prosperity.

GUIDING PRINCIPLE 6:



GROW SMARTER

Smart growth is sustainable and resilient growth. Pueblo County will encourage growth and development that bolsters the economic health and vibrancy of our region, while also conserving our natural resources and adapting our communities to a changing climate.

GUIDING PRINCIPLE 7:



STRENGTHEN LOCAL AND REGIONAL CONNECTIONS

Community leaders, businesses, local organizations, and residents recognize that a collaborative and connected region is a more resilient region. Together, we will work to improve our transportation system and infrastructure, provide services and amenities, and enhance local and regional ties.

PARTS OF THE PLAN

In addition to this introductory section, the Regional Comprehensive Plan contains the following:

Section 2: Regional Goals and Policies

Section 2 establishes regional goals and policies to help advance each of the seven guiding principles. Regional goals and policies are general in nature and are intended to apply countywide. Area-specific goals and policies in Section 3 should also be referenced when reviewing development proposals or other land use decisions for a particular location within Pueblo County.

Section 3: Regional Development Plan

Section 3 establishes a framework for accommodating forecast residents and jobs and provides guidance to help the region consider other opportunities as they arise. It addresses the many factors that influence where and how the region will grow in the future:

- Regional Growth Priorities
- Infrastructure and Services
- Evaluation Criteria for Major Projects
- Future Land Use Plan (map and land use category descriptions)
- Area-Specific Goals and Policies

Information in Section 3 should be applied in conjunction with the goals and policies in Section 2, applicable zoning and development regulations, and relevant sub-area or service plans. This section is intended as a tool for staff, property owners, developers, partner agencies, service providers, elected and appointed officials, and others to help guide long-range plans as well as day-to-day decision-making.

Section 4: Implementation and Monitoring

Section 4 highlights major initiatives that will support the implementation of the Regional Comprehensive Plan over the next one to three years. As a reflection of the region's ongoing commitment to collaboration, many of the initiatives identified will require the coordinated efforts of Pueblo County, the City of Pueblo, metropolitan districts, service providers, and other partner organizations within the region. This section is intended as a tool to help inform the creation of more detailed work programs, capital improvement plans, budgets, and other mechanisms that will help support the implementation of the Regional Comprehensive Plan.

Appendices

Appendix A: State of the County Report

The State of the County report was an interim work product prepared as part of the Regional Comprehensive Plan process to explore current conditions and trends, issues and opportunities, and and related plans and studies specific to five focus areas: Infrastructure and Services, Growth and Development, Economic Base, Communities and Neighborhoods, and Community Assets.

Appendix B: Fiscal Impact Analysis Findings

Appendix B includes a summary of key findings from a fiscal impact analysis prepared by Economic and Planning Systems to support the development of the Regional Comprehensive Plan. The analysis evaluated the on-going, annual impact of different uses will have on the City of Pueblo, Pueblo West Metropolitan District, and Pueblo County. The purpose was to understand impacts of different land use choices to help guide the plan's policies. Three growth scenarios were modeled to understand the impacts.

Appendix C: Scenario Outreach Materials

Appendix C includes outreach materials used to solicit input from regional stakeholders and the community at large on three growth scenarios. The growth scenarios were developed as part of the Regional Comprehensive Plan process to explore different assumptions about where forecast demand for residential and non-residential development might occur over the 20-year planning horizon, and to evaluate possible benefits and trade-offs associated with different assumptions.

Appendix D: Tools and Best Practices to Support Agriculture

Appendix D provides an overview of several types of programs that are used to protect and preserve agricultural lands—agricultural incentives, transfer of development rights, and purchase of development rights. These programs are described in detail with example programs provided wherever possible. Example programs are generally based within Colorado, but some non-Colorado examples may be included if they are particularly successful or relevant to Pueblo County. Additional information is provided with links to outside webpages where applicable.

Appendix E: Community and Stakeholder Engagement Summary

Appendix E includes summaries of each major round of community and stakeholder engagement during the Regional Comprehensive Plan process.

AMENDING AND UPDATING THE PLAN

The Regional Comprehensive Plan is intended to provide policy guidance for a ten- to 20-year planning horizon. However, periodic plan amendments and updates will be necessary to keep the Regional Comprehensive Plan relevant as conditions change, new issues and opportunities emerge, actions are completed, and priorities shift. Generally, the Regional Comprehensive Plan should be reviewed annually or biennially to determine whether minor or major amendments are needed. The timing of updates to the Future Land Use Plan and area-specific goals and policies (as contained in Section 3) will vary but should generally not occur more than once a year.

To the maximum extent feasible, the adoption of different versions of the Regional Comprehensive Plan and/or Future Land Use Plan by Pueblo County or the City of Pueblo should be avoided. Adopting, maintaining, and working to implement a single plan for the region will yield the greatest results.

PLAN MONITORING

The Regional Comprehensive Plan is intended to be a living document. Progress that is made toward achieving the community's vision will be monitored using a series of performance measures, as defined in Section 2: Regional Goals and Policies.

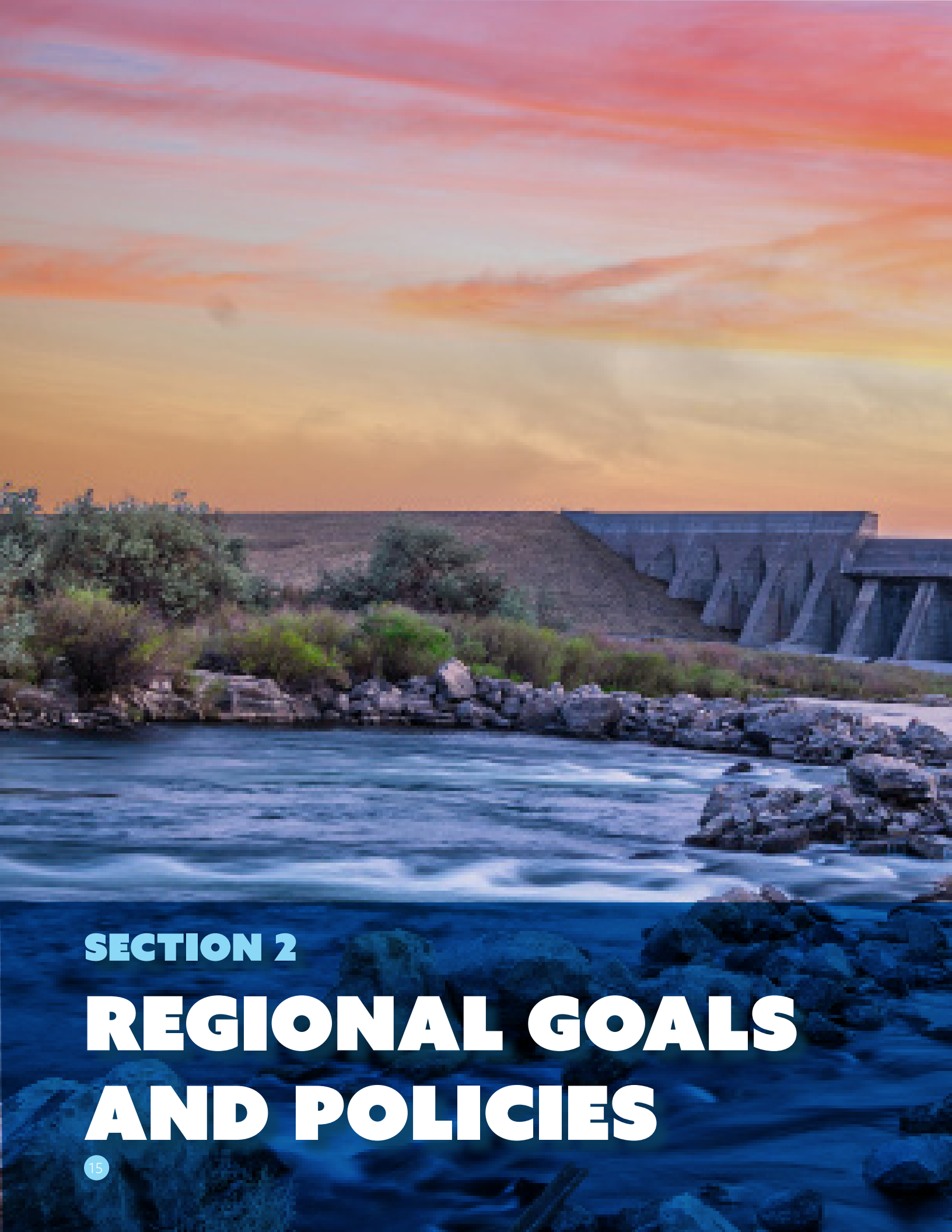
Performance Measures

Performance measures allow regional partners and the community to gauge and measure progress toward the guiding principles and goals of the Regional Comprehensive Plan. While there are many types of metrics available for tracking progress, the Regional Comprehensive Plan focuses on those that are:

- Most relevant to the goals of the Regional Comprehensive Plan or their desired outcomes;
- Available from regularly updated and reliable data sources; and
- Based on measurable, quantitative information that is comparable year-to-year.

The performance measures identified for each guiding principle were identified as those that would be most critical for monitoring the region's progress toward desired outcomes over the life of the Plan. Baseline numbers provided in Section 2 will be reviewed periodically to discern how the region is trending. Reporting will occur on an as-needed basis, as necessary to inform local or regional discussions on a given topic (e.g., housing, agricultural lands).

While consistency in reporting is important to provide information on trends over time, performance measures may be updated, added to, or replaced as new sources of data become available.



SECTION 2

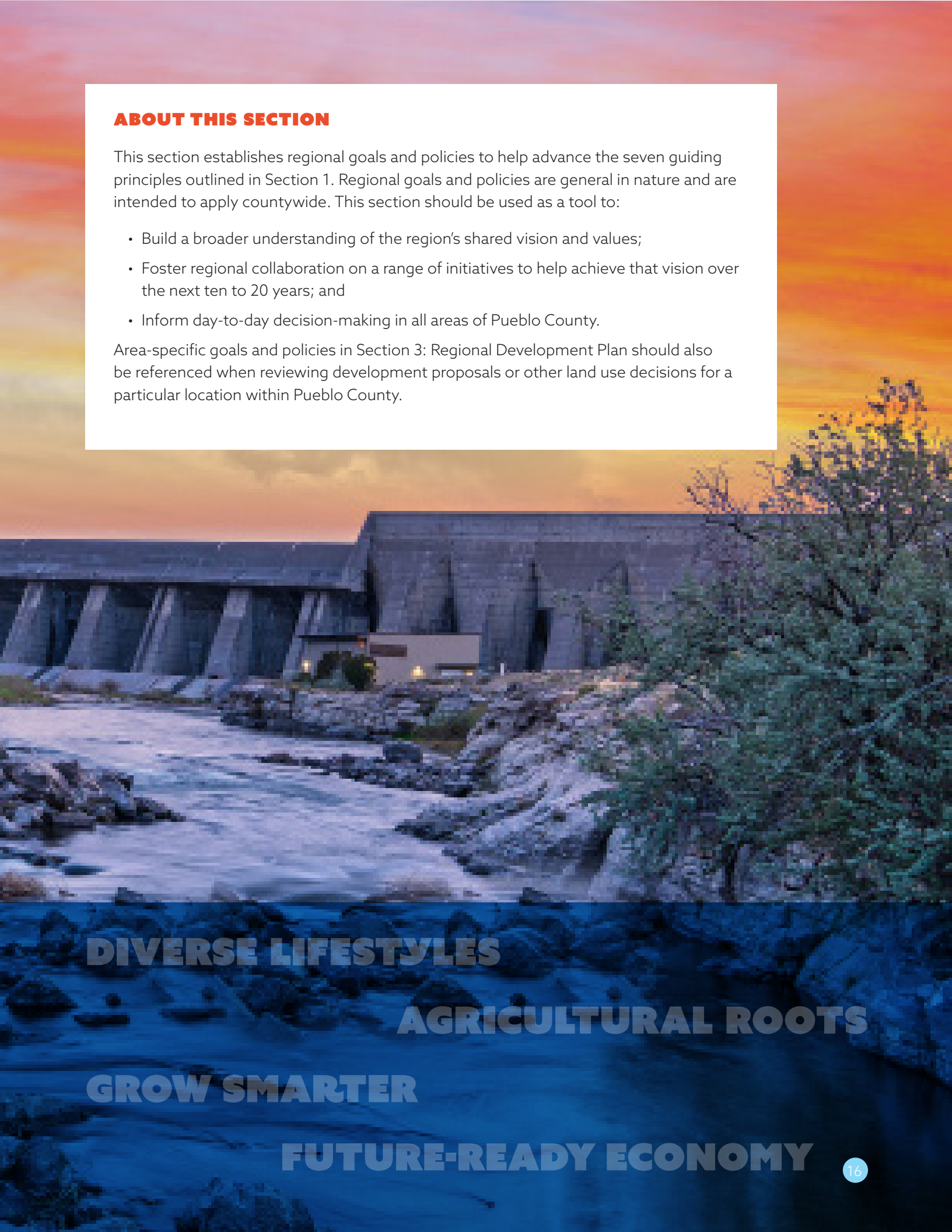
REGIONAL GOALS AND POLICIES

ABOUT THIS SECTION

This section establishes regional goals and policies to help advance the seven guiding principles outlined in Section 1. Regional goals and policies are general in nature and are intended to apply countywide. This section should be used as a tool to:

- Build a broader understanding of the region's shared vision and values;
- Foster regional collaboration on a range of initiatives to help achieve that vision over the next ten to 20 years; and
- Inform day-to-day decision-making in all areas of Pueblo County.

Area-specific goals and policies in Section 3: Regional Development Plan should also be referenced when reviewing development proposals or other land use decisions for a particular location within Pueblo County.





GUIDING PRINCIPAL 1:

DIVERSE LIFESTYLES, ATTAINABLE HOUSING OPTIONS

Puebloans choose from an array of lifestyle options and have access to housing types that meet the needs of all ages, incomes, and family structures. Both established and new neighborhoods are strong, stable, and safe.



Why it is Important

Pueblo County is defined by its diverse lifestyle options—urban and suburban neighborhoods, small agricultural communities, mountain hamlets, and rural areas. Despite this array of options, rising housing costs and a constrained housing supply have made it increasingly difficult for many people to find housing that meets their needs, at a price they can afford. Demand for single-family detached homes remains high—and is expected to continue—but does not necessarily align with the needs of the region's growing numbers of older adults or of the young professionals we have difficulty attracting and retaining. In addition to diversifying housing types, there is also a need for mixed-use development, where housing is connected to the businesses and services, so a car trip is not necessary for residents to fulfill all their daily needs.

Decades of economic fluctuations in the region have translated into a housing market focused primarily on construction of single-family homes in Pueblo West and smaller scale developments in the City of Pueblo rather than the construction of larger neighborhoods. Slower growth has led to constraints in supply and a decrease in affordable housing options. While a number of Pueblo's older neighborhoods have seen renewed interest and reinvestment, others have not, leading to a deterioration of housing stock and conditions in some core neighborhoods. Residents of Pueblo County place a high value on maintaining the quality of life they enjoy, though there is a recognition that not all community members share equally in the region's prosperity and amenities. A strong desire exists to minimize existing inequities.



Regional Goals and Policies

GOAL 1.1: Expand housing options to meet the needs of existing and future residents of all ages, abilities, and income levels.

POLICY-1.1.1: LIFESTYLE OPTIONS

Maintain the ability for Pueblo County residents to choose from an array of lifestyle options, encompassing a spectrum from rural to urban, as supported by the Regional Development Plan.

POLICY-1.1.2: MIX OF HOUSING TYPES

Actively seek to diversify the range of housing types available in the region so that residents can choose the housing option that best suits their needs and financial resources. Encourage the greatest diversity and intensity of small-lot single family, attached (e.g., duplex and townhome units), and multi-family housing options within the City of Pueblo where infrastructure and services are readily available. Provide for more limited diversification of housing options in metropolitan districts and Rural Communities based on the local context and infrastructure availability. [See also, Area-Specific Goals and Policies, Section 3.]

POLICY-1.1.3: MULTI-GENERATIONAL HOUSING

Support the integration of multi-generational housing options within existing and new neighborhoods through the integration of accessory dwelling units (ADUs), the construction of a mix of home sizes, and infill and redevelopment on existing lots and parcels.

POLICY-1.1.4: UNIVERSAL DESIGN AND VISITABILITY

Encourage the construction of homes that meet universal design or visitability principles to facilitate aging-in-place, accommodating older residents and others with mobility limitations or disabilities.

POLICY-1.1.5: NON-TRADITIONAL HOUSING

Facilitate opportunities for non-traditional housing types, communities, and construction methods through supportive land use policies and regulations.

POLICY-1.1.6: HOUSING FOR VULNERABLE POPULATIONS

Collaborate with local agencies and organizations to expand programs and resources designed to prevent people from becoming homeless and facilitate the provision of supportive and assisted housing options to meet the needs of vulnerable populations, such as the elderly, those afflicted with drug or alcohol addiction, and those transitioning away from homelessness.

POLICY-1.1.7: HIGHER-DENSITY HOUSING

Encourage the development of higher-density housing options in Downtown, Urban Neighborhoods, and along major corridors to create additional vitality and economic activity within major commercial areas in the County. Explore the creation of incentives that support the development of multifamily housing in these areas including incentives for adaptive re-use of existing buildings and redevelopment of vacant/neglected properties. [See also, Area-Specific Goals and Policies, Section 3.]



GOAL 1.2: Promote reinvestment in existing neighborhoods—housing stock, infrastructure, and amenities.

POLICY-1.2.1: RETENTION OF EXISTING HOUSING STOCK

Support the retention and rehabilitation of existing housing stock as a core component of the affordable and attainable housing supply in the region. Allow for the adaptation of smaller housing units to meet the needs of current and future residents (e.g., expanded footprints, garage construction, creation of accessory dwelling units). [See also, Area-Specific Goals and Policies for the City of Pueblo and Vicinity, Section 3.]

POLICY-1.2.2: SUPPORT FOR EXISTING HOMEOWNERS

Support programs that use state, federal, and local housing program funds to preserve existing housing and provide financial assistance to lower income homeowners to maintain their properties in good condition.

POLICY-1.2.3: VACANT AND DILAPIDATED PROPERTIES

Consider legal and regulatory measures that put vacant and/or dilapidated properties back to productive use. Such measures can include auction of tax defaulted properties, demolition by neglect, vacant building registration program, and expanded use permissions for long vacant or underutilized structures.





ACCESSORY DWELLING UNITS

Accessory dwelling units (ADUs) come in different forms. ADUs often located in the rear yard of a primary dwelling—either above or adjacent to a detached garage in urban areas, or as part of a barn or outbuilding in rural areas. However, ADUs can also be integrated as part of the primary dwelling through the creation of secondary entrances and kitchens. Adapting existing homes in centrally located neighborhoods to accommodate ADUs is one way to support the region's near-term needs for smaller, more affordable units and multi-generational housing options. Allowances for ADUs vary by location in Pueblo County.



REVITALIZATION STRATEGIES

Common strategies used to promote the revitalization of older neighborhoods and communities include:

Adaptive Reuse: The process of converting a building to a use other than that for which it was originally designed.

Infill Development: Development on a vacant or substantially vacant tract of land surrounded by existing development.

Redevelopment: Development on a tract of land with existing buildings where all or most of the existing buildings would be razed and a new building or buildings built

POLICY-1.2.4: INFILL AND REDEVELOPMENT

Encourage the construction of new homes on vacant lots and the redevelopment of dilapidated properties. Where consistent with the Future Land Use Plan and underlying zoning, support the introduction (or expansion) of attached single-family, duplex, townhome, or accessory dwelling units through infill or the targeted redevelopment of dilapidated properties.

POLICY-1.2.5: INFRASTRUCTURE AND AMENITIES

Prioritize available resources for infrastructure improvements, such as traffic calming enhancements, sidewalk repairs, bikeways, street tree plantings, stormwater improvements, undergrounding of overhead utilities, or others that will improve safety and quality of life in existing neighborhoods based on documented deficiencies.

POLICY-1.2.6: CODE ENFORCEMENT

Pursue violations related to safety, public health, and quality of life, including removal of abandoned vehicles, clearance of blighted properties, and other nuisances such as illegal dumping in accordance with codes and ordinances as adopted by the County, City, Pueblo Regional Building Department, or special districts, and the International Property Maintenance Code where applicable.

GOAL 1.3: Preserve and expand the supply of workforce and affordable housing within the region.

POLICY-1.3.1: EXISTING AFFORDABLE UNITS

Focus efforts on identifying programs that provide federal, state, and local housing program funds devoted to the retention and rehabilitation of existing, income-restricted affordable housing, particularly in core areas neighborhoods.

POLICY-1.3.2: FINANCIAL SUPPORT

Pursue grants and other sources of funding that aid lower income homeowners with routine maintenance and repairs, as well as more substantial needs (e.g., plumbing or water line upgrades).

POLICY-1.3.3: NEW AFFORDABLE UNITS

Work with non-profit housing partners, state and federal agencies, and others to expand the availability of certified affordable housing units through development and construction of new affordable housing projects.





HOUSING NEEDS IN PUEBLO COUNTY

Demand for an estimated 14,700 housing units over the next 20 years was identified as part of the Regional Comprehensive Plan process. This demand was spread over four primary housing product types—large-lot single family on one-acre or more (25%), traditional single-family detached homes (40%), attached, two-to-four-unit buildings (10%), and multi-family buildings with five or more units (25%). Concurrent with the Regional Comprehensive Plan process, the City of Pueblo—in collaboration with Pueblo County and Pueblo West—retained a consultant (Gruen Gruen + Associates) to prepare a strategic housing assessment. The results of this study provide a more in-depth analysis of the housing inventory in the City of Pueblo and surrounding communities, housing cost and affordability, deficiencies in housing supply relative to need by price range or affordability level, and the amount of new housing that could be needed to replace obsolete or unsuitable housing over the next ten years. Assessment findings indicate that near-term demand and need is highest for the following types of housing:

Market Rate Housing

Demand for smaller, detached single-family homes and attached housing options such as duplexes and townhomes is being driven by rising land and development costs, a growing population of retirees and empty nesters looking for age-in-place options, and a limited supply. A shortage of quality apartments was also noted based on demand from professionals who are relocating to the area for employment opportunities and may wish to get familiar with the area before purchasing a home or may not be in a life stage where they wish to own a single-family home.

Assisted/Affordable Housing

Subsidized and assisted housing options are needed to meet the needs of the region's high proportion of very-low income, unemployed, or underemployed. A particular need was identified for below market rate one-to three-bedroom units to provide options for single-parent households, the elderly, and service/restaurant workers. Transitional and support housing—including single-room occupancy units (SROs)—were also identified as a need to house people afflicted with alcohol or drug addiction or mental health challenges.

The Regional Development Plan (Section 3) supports near-term and long-term housing needs within the region through flexible land use categories, expanded density ranges, and an emphasis on the need for more housing diversity.



POLICY-1.3.4: INTEGRATED HOUSING

Encourage an integrated mix of market-rate and below market-rate units and unit sizes and configurations as part of larger development projects.

POLICY-1.3.5: STRATEGIES

Pursue a variety of strategies to promote expanded construction of workforce and affordable housing units in the region (e.g., regulatory incentives, public/private partnerships).

UNDERSTANDING HOUSING TERMINOLOGY

Affordable Housing: Housing affordability comes down to the relationship between the price of housing in a region (either sale price or rent) and the incomes of households in that region. Generally, for housing to be affordable, housing costs (including utilities) for any given household should not exceed 30 percent of the household's gross annual income. When households must spend more of their incomes on housing, it means they have less income to spend on essential services (such as healthcare, childcare, and transportation) and discretionary items that benefit the local economy (such as meals at a local restaurant).

Workforce Housing: Workforce housing is a subset of affordable housing, and generally refers to housing that is affordable to households earning between 80 percent and 120 percent of the area median income (AMI). In other words, housing costs for households earning between 80 percent and 120 percent of AMI should not exceed 30 percent of those households' gross annual incomes. Typically, workforce housing is targeted toward workers who are vital for the everyday function of the community, such as teachers, public safety workers, first responders, and workers in retail, food/beverage, hotel, and other core industries.

Measures of Success

Measure	Method	Baseline	Desired Trend	Source
Guiding Principle 1: Diverse Lifestyles, Attainable Housing Options				
Housing diversity	Detached single-family homes as a percentage of the overall housing supply	77% (2019)	Decrease	U.S. Census Bureau
Housing options	Number of attached single-family, townhomes, and multifamily units permitted each year	20 (2020)	Increase	Pueblo Regional Building Dept.
Housing affordability	Cost-burdened households (i.e., households spending more than 30% of their income on housing and transportation costs)	55% (2019)	Decrease	U.S. Census Bureau
Housing options	Permitted accessory dwelling units	2 (2020)	Increase	Pueblo Regional Building Dept.
Neighborhood reinvestment	Permits for remodeling or minor improvements	--	Increase	Pueblo Regional Building Dept.



GUIDING PRINCIPAL 2:

DEEPEN OUR AGRICULTURAL ROOTS

Pueblo County's roots in agriculture and ranching go back more than 150 years. The industry contributes to the economy, but also to the culture and character of our region—rural landscapes, signature crops, and emerging industries.



Why it is Important

Some farms and ranches in the region have been in existence longer than the County itself. Yet, despite their history and demonstrated resilience, their continued longevity is not assured. While any industry is subject to fluctuations in markets, advances in technology, consumer preferences, and other factors over such an extended period, agriculture is particularly vulnerable.

If current trends continue, encroaching development and the gradual loss of prime agricultural land will continue to erode the region's production capabilities. At the same time, competition for agricultural water rights is fierce in Pueblo County and throughout Colorado as cities and urban areas continue to grow and long-time producers seek viable ways to either expand their operations, or retire and transfer accumulated wealth to their heirs. Lastly, the effects of extended periods of drought and other impacts associated with a changing climate on native vegetation and grasslands are plainly visible, and limit the carrying capacity of many rural landscapes for cattle and wildlife.

Despite these vulnerabilities, interest in protecting and preserving the region's agricultural and ranching roots is strong. Interest in the local and regional food system, educational programs, and emerging industries—like urban agriculture, hemp/marijuana, utilty-scale solar facilities, and others is helping cultivate important conversations about the future.



Regional Goals and Policies

GOAL 2.1: Protect working lands for ranching and crop production.

POLICY-2.1.1: RIGHT TO RANCH AND FARM

Support the right to ranch and farm in Pueblo County in accordance with Colorado Revised Statutes §35-3.5-101 to 35-3.5-103, recognizing that dust, noise, and odors normally associated with agricultural pursuits are considered acceptable in rural areas. Ensure non-agricultural development in unincorporated areas does not restrict adjacent agricultural operations.

POLICY-2.1.2: LAND CONSERVATION

Work with landowners, conservation organizations, Colorado State University Extension, and other key stakeholders to facilitate the conservation of prime agricultural land and ranch lands in Pueblo County. Promote broader awareness of existing tools and incentives, such as conservation easements supported by Colorado's state-based tax credit program, and pursue the creation of new tools and programs at the County-level (e.g., transfer or purchase of development rights program, conservation subdivision standards) to incentivize and increase the economic viability of keeping agricultural land for use in production for future generations. While Prime Agricultural Land (Unirrigated, Generally Rangeland, Prime Farmland if Irrigated) depicted on page 30 may exist within the boundaries of Planned Employment Areas depicted on page 58, these areas are not used for agricultural uses currently and are not suitable for agricultural uses in the future. Land conservation for other purposes may occur in Planned Employment Areas consistent with applicable redevelopment plans and underlying zoning. [See also, Appendix D: Tools and Best Practices to Support Agriculture.]

POLICY-2.1.3: WATER RIGHTS

Collaborate with water providers, landowners, conservation organizations, and other stakeholders on the identification and implementation of strategies and incentives that prevent water rights associated with agricultural land from being severed from agricultural land or being sold for non-agricultural development, and/or extend the time in which water rights are available for agricultural use after they have been sold.

POLICY-2.1.4: LAND USE COMPATIBLITY

Minimize potential conflicts between existing agricultural and ranching operations and proposed residential, commercial, or industrial uses through supportive land use regulations.

POLICY-2.1.5: ECONOMIC IMPACT OF AGRICULTURE

Weigh the impacts of land use decisions on the County's agricultural economy. Avoid decisions that will permanently reduce or eliminate the economic viability of irrigated farm land or other highly productive land for agricultural use.



POLICY-2.1.6: EDUCATION AND AWARENESS

Actively participate in discussions at the regional and state level related to agricultural and ranching issues. Provide a supportive policy and regulatory environment that is responsive to the changing needs of producers within the region.

GOAL 2.2: Nurture the next generation of farmers and ranchers.

POLICY-2.2.1: YOUTH ENGAGEMENT

Support the ongoing efforts of the Pueblo Food Project, Colorado State University Extension, and others to develop and implement programs that expose young people to farming and ranching in the region, through field trips and site visits, volunteer opportunities, peer-to-peer educational campaigns, and other efforts.

POLICY-2.2.2: MENTORSHIP AND TRAINING

Support secondary and post-secondary programs that offer agricultural education and practical experience through mentoring, apprenticeships, and training, such as Colorado's Agriculture Workforce Development Program, where students can learn from working with established farmers and ranchers in the region.

POLICY-2.2.3: PROGRAMS AND INCENTIVES

Increase awareness of programs and incentives that support on-going farming in the region, such as tax incentives for conservation easements, financial support for farming internships, and tax-exempt loans supported by the Colorado Agriculture Development Agency. Investigate the feasibility of initiating additional programs, such as land leases or microloan programs, modeled on other efforts implemented in Colorado. [See also, Appendix D: Tools and Best Practices to Support Agriculture.]

POLICY-2.2.4: STATE FAIR

Capitalize on opportunities at the annual State Fair to promote and highlight youth agriculture activity and accomplishments, through Future Farmers of America and 4-H youth showcases and competitions, and other programs as appropriate.

POLICY-2.2.5: LOCAL FOOD SUPPLY CHAIN

Promote the local food supply chain that works directly with sustainable family farms utilizing advanced technologies and innovations in food processing thatdevelop new jobs and careers in agricultural.

GOAL 2.3: Promote innovations in agricultural practices to adapt to a changing climate.

POLICY-2.3.1: CROP DIVERSITY

Support efforts to diversify the range of traditional food crops produced in the region and expand opportunities for testing new types of crops to reduce impacts on producers and the regional economy in the event of crop failure from pests and diseases, extended periods of drought, and other cyclical events.

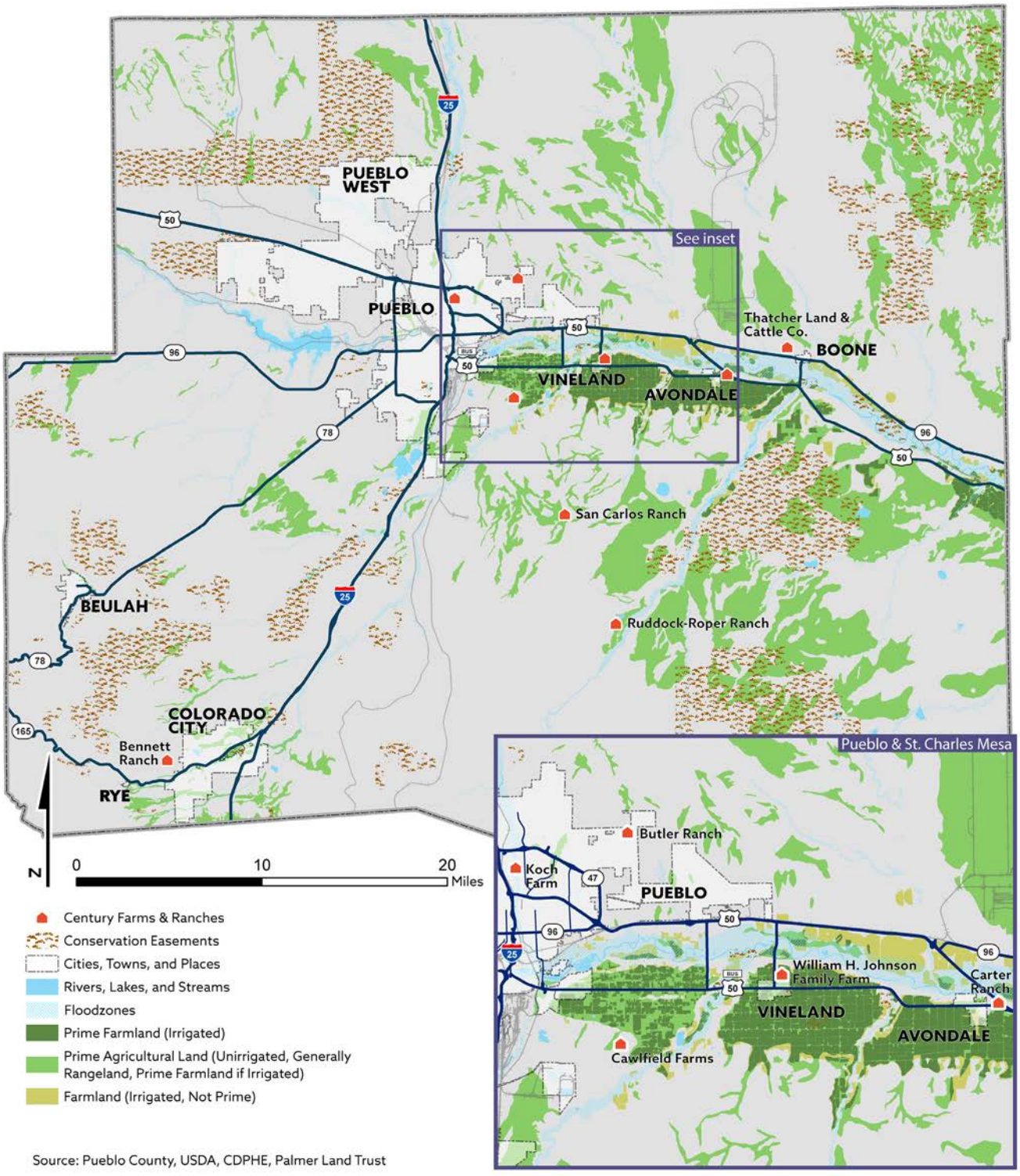


AGRICULTURAL AND RANCH LANDS

Prime (Irrigated) Farmland within the St. Charles Mesa, Vineland, and Avondale communities accounts for only 2 percent of Pueblo County's agricultural land, but is responsible for approximately 40 percent of the total value of agricultural products sold. This area is irrigated by the Bessemer Ditch and is considered to be nationally signficant in its suitability for the long-term production of food and other crops. In addition, non-irrigated farmland (Prime and Not Prime) and ranch lands found throughout the unincorporated areas of the County support grazing for cattle and wildlife, as well as other agricultural uses.

Conservation easements have been widely used in Pueblo County to protect farmland, ranch lands, and other resources throughout the region. Conservation easements are voluntary legal agreements between landowners and land trusts or governments to limit development of the property in the future with permanent restrictions and protect important values of the property in perpetuity. Led by the property owner's interests, conservation agreements allow farms and ranches to continue to operate and often protect open space, wildlife habitat, rivers and streams, and other natural features. In 2021, there were 195,143 acres of land in Pueblo County held in conservation easements. (Source: Pueblo County, USDA, CDPHE, Palmer Land Conservancy.)

Pueblo County Agricultural and Ranch Lands



Source: Pueblo County, USDA, CDPHE, Palmer Land Trust





POLICY-2.3.2: IRRIGATION PRACTICES

Explore strategies to incentivize agricultural producers to transition to conservation-oriented irrigation practices in collaboration with Pueblo Board of Waterworks, the St. Charles Water District, and other stakeholders.

POLICY-2.3.3: RESEARCH AND DEVELOPMENT

Support research and development designed to help identify and increase awareness of new crops, tools and technologies, farming practices, and other opportunities designed to help maximize the productivity of prime agricultural lands in the face of increasingly frequent and severe drought, heat, and other extreme weather events.

POLICY-2.3.4: EMERGING TECHNOLOGIES

Provide a supportive policy and regulatory environment for the expansion of aquaculture and other emerging technologies that support the year-round cultivation of fresh produce.

GOAL 2.4: Create a robust local and regional food system.

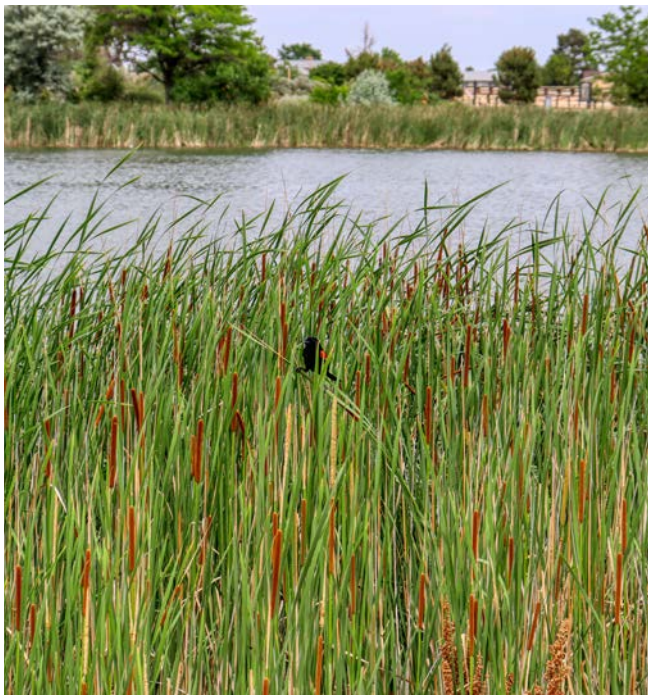
POLICY-2.4.1: FOOD SECURITY

Support on-going efforts by partners such as the Pueblo Food Project and the Colorado Blueprint to End Hunger that implement programs to reduce hunger and food insecurity for residents in the region by expanding access to healthy food, grown locally where possible.

POLICY-2.4.2: FOOD DESERTS

Continue work to eliminate "food deserts," where area residents do not have nearby access (in urban areas, within one mile, in more rural contexts, within 10 miles) to a full-service grocery store, and expand Pueblo residents' access to healthy and local food.





POLICY-2.4.3: FOOD PRODUCTION

Encourage the expansion of programs and initiatives that support local and regional food production, including community gardens, demonstration gardens, small-scale agriculture, community supported agriculture (CSA), the raising of some animals for food purposes, and other similar efforts.

POLICY-2.4.4: PROCESSING AND DISTRIBUTION

Sustain on-going efforts to expand the local food economy through the expansion and development of regional food processing and distribution facilities utilizing locally produced food products. Develop processing facilities that can be accommodated utilizing existing city water and sanitary services and can be served with existing utility services.

POLICY-2.4.5: AGRITOURISM

Promote the expansion of agritourism opportunities, such as the annual Pueblo Chile & Frijole festival, that showcase local food and crafts as a draw for tourism in the region. Opportunities could include farm dinners, you-pick produce, seasonal sales and activities, farm tours, or overnight farm stays.

Measures of Success

Measure	Method	Baseline	Desired Trend	Source
Guiding Principle 2: Deepen Our Agricultural Roots				
Acres of Prime (Irrigated) Farmland[1]	Acres of Prime (Irrigated) Farmland maintained in agricultural use with their associated water rights	21,116 acres (2021)[2]	Maintain	Combination of USDA, NRCS, CDSS datasets
Acres of Total Irrigated Farmland	Acres of irrigated farmland (Prime and Not Prime) maintained in agricultural use with their associated water rights	29,762 acres (2021)[3]	Maintain	Combination of USDA, NRCS, CDSS datasets
Acres of Prime Agricultural Land (not irrigated)	Acres of farmland not irrigat-ed--but with soils designated as Prime if irrigated--maintained in agricultural/rangeland use	207,733 acres (2021)	Maintain	Combination of USDA, NRCS, CDSS datasets
Agricultural Businesses	Number of food and farm businesses	--	Increase	Pueblo County Business Licenses
Agricultural Jobs	Population employed in agriculture, forestry, fishing and hunting, and mining	1,047 (1.5%)	Increase	U.S. Census Bureau
Conservation of Prime (Irrigated) Farmland	Acres of Prime (Irrigated) Farmland preserved through conservation easements, agricultural PUDs, or other conservation measures	392 acres (or 1.9% of all Pueblo County Prime (Irrigated Farmland)	Increase	Combination of USDA, NRCS, and COMap datasets
Conservation of Total Agricultural Land[4]	Acres of land preserved through conservation easements, agricultural PUDs, or other conser-vation measures	195,143 acres or 22% of all Pueblo County agricultural lands (2020)	Increase	Combination of USDA, NRCS, and COMap datasets

1 Prime (Irrigated) Farmland accounts for only 2% of the Pueblo County's agricultural land but is responsible for approxi-mately 40% of the total value of agricultural products sold.
2 Over 70% of Pueblo County's Prime (Irrigated) Farmland (approximately 15,000 acres) falls within the St. Charles Mesa, Vineland, and Avondale communities and is irrigated by the Bessemer Ditch.
3 In addition to the 21,116 acres of Prime (Irrigated) Farmland, there are 8,646 acres of irrigated farmland in Pueblo County that are not designated as Prime by USDA NRCS but constitute a valuable agricultural resource.
4 According to the 2017 USDA Census of Agriculture, there are 895,508 acres of agricultural lands in Pueblo County.

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GUIDING PRINCIPAL 3:

HELP EVERY COMMUNITY THRIVE

Through investments in our people, neighborhoods, and communities, we will strive to make Pueblo County a place where all residents have a safe place to call home—and access to the basic services, education, and amenities they need to thrive.



Why it is Important

Access to healthcare, social services, parks and recreational facilities, pedestrian and bicycle networks, healthy food, and other services that contribute to the health and wellness of the community varies considerably by neighborhood and community across the region. Disparities in service levels are influenced by a range of considerations—location, demand, varied expectations for rural versus urban services levels, resources available for improvements, and in some locations, income levels.

As a region we recognize the challenge of addressing decades of inequality, but also recognize the benefits of working together to achieve more equitable and inclusive communities and neighborhoods. Addressing these challenges will require close—and ongoing—collaboration among all of us, but especially among the region's service providers, non-profits, charitable organizations, educational institutions, faith community, and government agencies.



Regional Goals and Policies

GOAL 3.1: Advocate for an effective education system and lifelong learning opportunities.

POLICY-3.1.1: COORDINATED SCHOOL PLANNING

Coordinate with Pueblo School District 60 (D60) and Pueblo County School District 70 (D70) to evaluate the impact on school enrollments and capacity when reviewing projects, development proposals, master plans, zoning changes, land use amendments, or in other decisions that could significantly increase school enrollments. Ensure that developers set aside school sites as needed when subdivisions and planned unit developments are approved, and monitor needs associated with residential development generally over time.

POLICY-3.1.2: PUBLIC SCHOOL SYSTEM

Support ongoing efforts by D60 and D70 schools to invest in the formal educational system and to ensure that each student continues to have access to high-quality primary and secondary education.

POLICY-3.1.3: POST-SECONDARY EDUCATION

Collaborate with Colorado State University Pueblo (CSU Pueblo) and Pueblo Community College (PCC) to ensure residents have access to quality post-secondary education, including specialized programs and educational offerings that support workforce needs and meet resident interests. Consider future expansions of post-secondary facilities, when possible, to be located within the existing community fabric rather than expanding into undeveloped areas.

POLICY-3.1.4: LIFELONG LEARNING

Support programs and initiatives that offer learning opportunities beyond the formal educational system, covering diverse subjects and interests, offered in various contexts, and available to residents at all stages of life.

GOAL 3.2: Support equitable access to affordable healthcare, services, and amenities.

POLICY-3.2.1: COORDINATED APPROACH

Collaborate with partner organizations to provide a forum for sharing information and enhancing working relationships, discourage duplication of services and programs within the region, and identify and fill gaps in health and human services.

POLICY-3.2.2: ACCESS TO SERVICES

Prioritize the maintenance and improvement of quality-of-life amenities, services, and infrastructure in existing neighborhoods. Place a particular focus on neighborhoods that are underserved and that have populations with barriers to access, such as limited financial resources or access to transportation options.

POLICY-3.2.3: DESIGN FOR ACCESSBILITY

Design infrastructure, public spaces, facilities, and amenities to accommodate people of all ages and abilities.



POLICY-3.2.4: SERVICES FOR VULNERABLE POPULATIONS

Partner with local and regional organizations to expand services for people experiencing homelessness and people with disabilities.

POLICY-3.2.5: HOUSING FOR VULNERABLE POPULATIONS

Expand the supply of housing options that are affordable and accessible to seniors, people with disabilities, people without stable housing or transitioning out of homelessness, people with state or federally defined disorders, and very low-income populations. [See also, Goal 1.2 and associated policies.]

POLICY-3.2.6: FOOD ACCESS

Promote and expand initiatives that offer access to healthy food in dispersed locations throughout communities, such as farmers markets, seasonal farm stands, community gardens, food distribution centers, and community-supported agriculture (CSA) with a focus on increasing access to fresh, nutritious food in underserved areas. [See also, Goal 2.4 and associated policies].

GOAL 3.3: Ensure residents are offered equal opportunity for a healthy, active lifestyle.

POLICY-3.3.1: MULTI-PURPOSE FACILITIES

Leverage available resources by seeking opportunities to develop and maintain joint-use, multi-purpose, multi-generational, and/or other types of shared-use facilities (e.g., school recreational facilities, parks, community meeting space, libraries, and museums).

POLICY-3.3.2: FACILITY SITING AND ACCESS

In considering locations for public facilities, services, and amenities, evaluate the concentration of need in the population to be served and their ease of access. Prioritize locations in and connections to underserved areas.

POLICY-3.3.3: RECREATIONAL OPPORTUNITIES

Strive to provide access to active and passive recreation opportunities within walking distance of most homes or neighborhoods in developed areas of Pueblo County, while recognizing that needs vary based on location and not all areas will have the same level of access. Recreational opportunities should be tailored to suit the unique needs of different neighborhoods and communities.





POLICY-3.3.4: RECREATIONAL PROGRAMS

Provide a variety of year-round community and recreational programs, offerings, and other amenities that support healthy and active lifestyles among residents of all ages, abilities, and backgrounds.

POLICY-3.3.5: EDUCATION AND AWARENESS

Collaborate with school districts, health and wellness organizations, and the medical community to establish and expand health and wellness programs, increase awareness of the benefits of active lifestyles and healthy living among residents of all ages, and provide information on ways in which they can lead more active and healthy lives.

POLICY-3.3.6: ACTIVE LIVING

Integrate active living considerations into the planning and development review process to encourage the creation of built environments that support an environment where physical activity can be incorporated into daily activities (such as walking or bicycle travel). Such considerations should also be incorporated into the design of streets and other public spaces.

GOAL 3.4: Foster a culture of inclusivity.

POLICY-3.4.1: ACCEPTANCE, INCLUSION, AND RESPECT

Promote acceptance, inclusion, and respect for all people in the region. Discourage all forms of discrimination, in addition to the specific characteristics that are protected by law.

POLICY-3.4.2: CELEBRATE DIVERSITY

Support events and activities that promote learning and understanding of different ethnic and cultural groups, such as working with partners and cultural leaders, co-creation of cultural events and activities, and responsiveness to community vision.

POLICY-3.4.3: CULTURAL COMPETENCY

Provide services and share information in a manner that is culturally and linguistically relevant to a range of residents.



POLICY-3.4.4: EQUITABLE DECISION-MAKING PROCESSES

Ensure that plans, policies, and decision-making processes—including budget decisions—evaluate the benefits and/or burdens of local government actions or investments and their impacts on particular groups or geographic locations in ways that are equitable.

POLICY-3.4.5: EQUITABLE ACCESS TO OPPORTUNITIES

In all programs and services, seek to ensure equitable access by all groups and individuals, with special focus on including disadvantaged and under-represented groups.

POLICY-3.4.6: INCLUSIVE PARTICIPATION

Invite participation from the broadest possible spectrum of residents in all decision-making and resource-allocation processes by City, County, and Metro governments.

POLICY-3.4.7: REPRESENTATIVE GOVERNMENT

Explore opportunities to ensure that elected, appointed, and employed officials in local and regional government are representative of the broader community.

Measures of Success

Measure	Method	Baseline	Desired Trend	Source
Guiding Principle 3: Help Every Community Thrive				
Child Poverty	Child poverty rate	16.8% (2019)	Decrease	U.S. Census Bureau
Education	High school graduation rate (districts 60 and 70, respectively)	83% (2019) 93% (2019)	Maintain/ Increase	District 60 District 70
Public Health	Adult (18+) obesity rate Child (5-14) obesity rate	30.9% (2013-15) 27.7% (2013-2015)	Decrease	PDPHE
Prenatal Care	Percent of women that receive adequate prenatal care	47.2% (2013-2015)	Increase	PDPHE
Food Access	Number of active community gardens	--	Increase	City of Pueblo
Local Food Distribution	Pounds of locally purchased food distributed to residents in need	--	Increase	Pueblo Food Project
Access to Parks and Open Space	Percent of residents within ½ mile of a quality park or open space	--	Increase	EDGIS

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GUIDING PRINCIPAL 4:

CELEBRATE PUEBLO

Puebloans value the region's history, culture, landscapes, access to outdoor recreation, and friendly people. We will instill a renewed sense of pride and identity by celebrating our diverse assets and investing in what makes Pueblo uniquely livable.



Why it is Important

Pueblo County's history is marked by booms and busts. Periods of economic gains contributed to a downtown that is filled with historic structures, vibrant and diverse neighborhoods, and a wealth of cultural amenities, especially for a community of its size. However, subsequent downturns have resulted in the vacancy of those same historic buildings, disinvestment in our neighborhoods, and—in some cases—damaged community pride. Despite these challenges, residents are quick to highlight what they love about living in Pueblo County—its rich history, diversity of cultures, scenic rural landscapes, easy access to outdoor recreation, a vibrant arts scene, and a family-friendly environment.

As we look to the future, we must come together to continue the work of rediscovering and reinvesting in not just what makes Pueblo County unique—but also what makes it a great place to live. A renewed sense of identity and community pride will emerge from our shared commitment to celebrating our past, while actively investing in our children and grandchildren's future through art, education, and cultural awareness.



Regional Goals and Policies

GOAL 4.1: Protect and preserve Pueblo County's historic, cultural, and archaeological resources.

POLICY-4.1.1: HISTORIC PRESERVATION INITIATIVES

Encourage ongoing efforts by the Historic Preservation Commission (HPC), community organizations, Pueblo County, and state and federal partners to research, identify, document, interpret, and preserve structures and sites with cultural, archaeological, or paleontological significance.

POLICY-4.1.2: DOCUMENTATION

Continue to pursue and support opportunities to investigate and document local history through efforts that improve the community's understanding of the resources that exist. Place a particular emphasis on expanding knowledge of resources from the more recent past, such as the City's Mid-Century neighborhoods.

POLICY-4.1.3: INVENTORY OF CULTURAL RESOURCES

Continue to expand the Pueblo Inventory of Cultural Resources (PICR) through the nomination of eligible properties for the state and national registers of historic places, designation of National Register Historic Districts and Landmarks, and establishment of a Pueblo Local Landmark Historic District.[See Appendix F: Inventory of Cultural Resources for a complete listing of designated resources.]

HISTORIC PRESERVATION IN THE CITY OF PUEBLO

The City of Pueblo is Certified Local Government (CLG). CLGs are endorsed by the State Historic Preservation Office (History Colorado) to promote consistency with federal historic preservation programs and the Secretary of the Interior's Standards for Archaeology and Historic Preservation. CLG status also provides access to grants and other assistance to support local preservation initiatives.

Authorized through the City's CLG status, the City of Pueblo Historic Preservation Commission (HPC) is an appointed board of community volunteers that reviews applications for historic designation, makes decisions related to the demolition and upkeep of historic resources, and helps owners of historic landmarks with the physical, technical, and financial aspects of preservation, renovation, rehabilitation, and reuse.

The City and HPC work with numerous volunteer and non-profit organizations to help document and preserve historic, cultural, and archaeological resources in the community. The Pueblo Inventory of Cultural Resources (PICR) is a register maintained by the City of Pueblo for all historic resources within its corporate limits that have been previously placed on the NRHP, Colorado State Register of Historic Places (CSRHP), or are designated a local historic landmark.









POLICY-4.1.4: PRESERVATION PLANNING

Ensure adopted plans, policies, and regulations support historic preservation and help eliminate barriers to the stewardship, restoration, reuse, and designation of historic properties. Work with neighborhoods, citizens, non profits, and staff to advance recommendations that emerge from completed plans and studies.

POLICY-4.1.5: PEOPLE IN PRESERVATION

Support and expand ongoing efforts to engage long-time residents and others in documenting the oral histories of different ethnic and minority groups, neighborhoods, and communities in Pueblo County. Prioritize efforts that will provide current and future residents with a more complete understanding of Pueblo's history.

POLICY-4.1.6: PRESERVATION INCENTIVES

Increase awareness of state and federal grants, tax incentives, and other financial incentives available to support the rehabilitation and adaptive reuse of historic buildings. Investigate creating a system or program of local incentives.

POLICY-4.1.7: PUBLIC BUILDINGS

Pursue the nomination of historic City- or County-owned resources determined to be eligible for the National Register of Historic Places as a tool to access funding to support their rehabiliation and maintenance over time.

POLICY-4.1.8: CONTEXT-BASED TOOLS

Establish context-based standards and guidelines to encourage reinvestment in historic districts. Explore the feasiblity of establishing conservation districts or other regulatory tools to encourage compatible infill and redevelopment in areas with lower integrity but good urban form, areas where historic signficance is not based on architecural style or form, or areas where the modest scale of vernacular building forms is desirable to retain. [See also, Policy COP-2.3: Protective Measures]



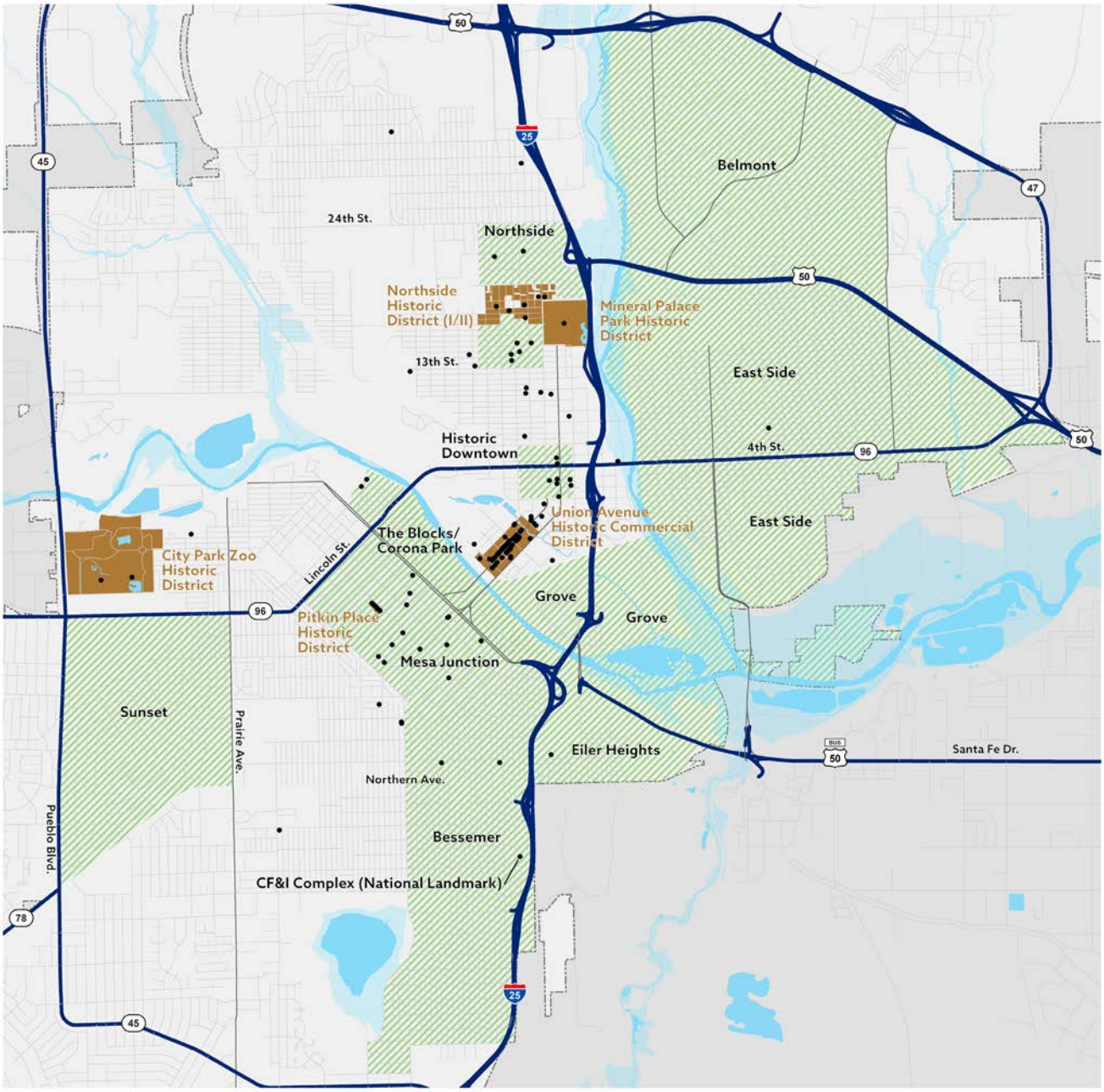
HISTORIC AND CULTURAL RESOURCES: CITY OF PUEBLO

The City of Pueblo has three national historic districts and two local historic districts: City Park Zoo Historic District (National); Mineral Palace Park Historic District (Local Landmark); Northside Historic District – Phases 1 and 2 (Local); Pitkin Place Historic District (National Register); and Union Avenue Historic Commercial District (State and National). The Pueblo Inventory of Cultural Resources (PICR) also includes one National Landmark (Colorado Fuel and Iron Company) and 125 individual resources that are designated as local landmarks or listed on the State and/or National Register of Historic Places. While the vast majority of these historic resources are purpose-built buildings such as residences, businesses, or churches, this list also includes structures like bridges, a carousel, and a rail car. In some, but not all instances, individual buildings or landmarks are also part of a historic district.

While the PICR continues to grow, many of the City's historic resources are not formally recognized. To gain an understanding of what historic resources might be eligible for future nominations or district designations, the City—with the support of History Colorado, Historic Pueblo, Inc., and other community partners—has completed historic context studies for the Bessemer, Bojon Town/Eiler's, East Side, North Side, and South Pueblo neighborhoods, Downtown Pueblo, as well as a Pueblo Modern Historic Context Study focused on the City's recent past (1940-1982). Some of these context studies have also been supplemented with (or were preceded by) intensive resource surveys. These resources are intended to make local history more accessible to residents and property owners, increase awareness of the resources that exist, and to identify potential steps to help protect the resources that have been identified.

A variety of grants and incentives are available to help support the rehabilitation of properties listed on the State and/or National Register of Historic Places. At the state-level, History Colorado administers both competitive and non-competitive grants, preservation tax credits, and CLG subgrants. The Federal Historic Preservation Tax Incentives program offers tax credits for different types of projects (generally income-producing properties), as well as tax benefits for historic preservation easements—a voluntary legal agreement that permanently protects a historic property. In some instances, different packages of grants and incentives can be combined on a single project. Because the availability of specific grants and incentives may change from time to time, interested property owners or investors should consult the City's Historic Preservation Planner for current information.

Historic and Cultural Resources: City of Pueblo



Source: City of Pueblo, Pueblo County, CDOT, CDPHE





POLICY-4.1.9: EDUCATION AND AWARENESS

Coordinate with Pueblo City-County Library District, El Pueblo Museum, schools, and other local organizations to improve access to information on local history, expand educational offerings, digitize records, and broaden community awareness and understanding of the economic, social, and environmental benefits of preserving historic, cultural, archaeological, and paleontological resources in the region.

POLICY-4.1.10: REGIONAL COLLABORATION

Explore collaborative opportunities to preserve and interpret historic, cultural, and archaeological resources in unincorporated areas and other communities in Pueblo County, including potential partnerships between the City of Pueblo HPC and Pueblo County.

GOAL 4.2: Maintain and expand access to outdoor recreation.

POLICY-4.2.1: PARKS AND RECREATION PLANNING

Complete a regular assessment of current parks, trails, and recreation amenities in each community and establish goals and policies for improving coordination between communities and maintaining and expanding parks and recreational amenities.

POLICY-4.2.2: PARK LAND PRESERVATION

Retain developed, City- or County-owned parks for the primary purpose of active and passive recreation to the maximum extent feasible. Where alternative uses or possible disposal of an existing park are considered, seek broad input on impacts to park users and ensure reuse of the park to meets other community objectives.

POLICY-4.2.3: OPEN SPACE CONSERVATION

Evaluate establishing programs and funding mechanisms to support the acquisition, management, maintenance of public open lands and natural areas operated and managed by appropriate entities with the resource management capabilities.

POLICY-4.2.4: OPEN SPACE MANAGEMENT

Manage and plan for open spaces that provide a range of purposes and uses including conservation of plant and animal ecosystems, enhancement of wildlife movement corridors, protection of biodiversity, limitation of non-native plant spread, aesthetics, and active and passive recreation.

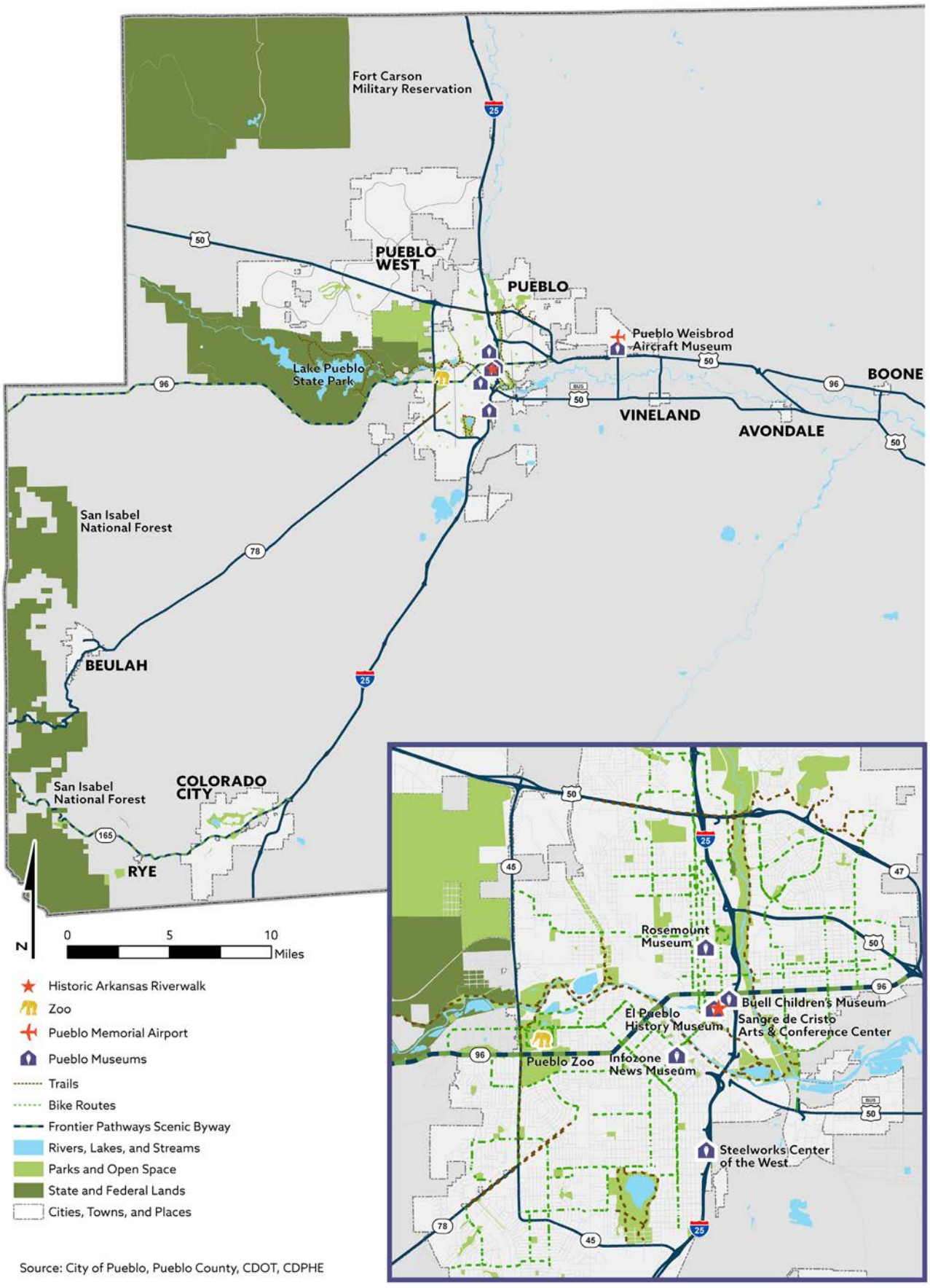
POLICY-4.2.5: RECREATIONAL ACCESS

Pursue strategies and implement options that allow area residents without cars to access parks and recreational amenities throughout the County.

POLICY-4.2.6: TRAIL NETWORKS

Expand trail networks along river corridors, easements, and public rights-of-way to connect recreational opportunities with residents, link parks and open space areas, and improve connectivity to community destinations, along with trail linkages between communities and neighborhoods within the region. Coordinate with adjacent counties and the state on interregional trail networks like the Fountain Creek Regional Trail and Front Range Trail.

Pueblo County Regional Assets and Amenities



Source: City of Pueblo, Pueblo County, CDOT, CDPHE





POLICY-4.2.7: DEVELOPMENT STANDARDS

Coordinate the expansion of the trails network in conjunction with new master plans and subdivision developments. Establish clear expectations for the provision of recreational amenities in new planned unit developments (PUDs), master planned communities, and other developments to include parks, active and passive open space, and connections to adjoining properties, public lands, trail systems, and park facilities. Ensure that shared maintenance agreements are in place.

GOAL 4.3: Celebrate Pueblo's history and culture through the arts.

POLICY-4.3.1: PUBLIC ART

Continue to invest in and promote public art in public places throughout the community.

POLICY-4.3.2: PUBLIC FACILITIES

Provide opportunities to use public facilities, such as parks, government buildings, community centers, libraries, and museums, as spaces to create and showcase local contributions to arts, music, and culture.

POLICY-4.3.3: CULTURAL FACILITIES AND EVENTS

Coordinate with arts organizations, school districts, Sangre de Cristo Arts and Conference Center, Pueblo City-County Library District, other government agencies, and local galleries, museums, and event spaces to organize, host, and publicize arts and cultural facilities, events, and activities that support creative industries, beautify the community, and promote tourism.

POLICY-4.3.4: CULTURAL AMENITIES

Devise and implement strategies that support and promote existing local venues devoted to arts, cultural, and historical programming.

POLICY-4.3.5: PUEBLO CREATIVE CORRIDOR

Promote the expansion of the arts economy in Pueblo as part of the Pueblo Creative Corridor. Increase awareness of programs, events, and incentives available to participating businesses, artists, and others as part of the Colorado Certified Creative District program.

POLICY-4.3.6: ARTS AND CULTURE FUNDING

Collaborate with arts and cultural organizations to identify and pursue funding options from state and federal programs to support arts and cultural programming. Where possible, seek to partner on initiatives that support other community goals, including





housing, poverty, education, sustainability, health and wellness, agriculture, and economic development.

POLICY-4.3.7: CREATIVE INDUSTRIES

Create and expand tools to support creative businesses and job creation, including grants, public-private partnerships, and other funding and support mechanisms.

POLICY-4.3.8: COMMUNITY ENGAGEMENT

Expand participation in arts and culture and ensure that arts and culture are accessible to all by fostering an inclusive and equitable cultural and creative community that represents all residents.

GOAL 4.4: Establish Pueblo County as a tourist destination.

POLICY-4.4.1: MARKETING AND BRANDING

Coordinate efforts with the Greater Pueblo Chamber of Commerce and Pueblo Convention and Visitors Bureau, Pueblo Latino Chamber of Commerce, Pueblo West Chamber of Commerce, Pueblo Economic Development Corporation, and other economic development organizations to improve marketing and branding the region as a tourist destination, emphasizing all the cultural and recreational opportunities, and natural assets, the region offers.

POLICY-4.4.2: SCENIC AND HISTORIC BYWAYS

Coordinate with the Colorado Department of Transportation (CDOT), area chambers of commerce, the Pueblo Creative Corridor, Frontier Pathways Scenic and Historic Byway, Inc., and other organizations to promote the Frontier Pathways Scenic and Historic Byway and future byway designations in Pueblo County.

POLICY-4.4.3: ECONOMIC IMPACTS

Improve recognition among residents, local businesses, government agencies, and area organizations of the economic benefits of a stronger tourism economy.

POLICY-4.4.4: MAJOR EVENTS AND ATTRACTIONS

Expand efforts to host events and attractions that bring visitors to Pueblo County, including existing events like the Chile and Frijole Festibal and Colorado State Fair, with new/expanded events and attractions related to the Transamerica Trail Bike Ride, celebrations of local history and culture, live performances, outdoor recreational events, birding, agritourism, and local food and drink. Continue working with state, local, and regional partners on the implementation of the Regional Tourism Act (RTA) grant on improvements to downtown Pueblo to make the community an attractive destination for tourists from outside the state and around Colorado.





GOAL 4.5: Protect our rural landscapes.

POLICY-4.5.1: LAND USE POLICIES

Address the protection and retention of rural areas through implementation of supportive land use designations and development regulations that maintain rural uses.

POLICY-4.5.2: RURAL USES AND ACTIVITIES

Adopt and maintain policies and regulations that allow for continuance or expansion of rural uses and activities, such as small-scale raising and keeping of farm animals, and food production.

POLICY-4.5.3: UTILITY AND INFRASTRUCTURE SITING

Work with local utility providers to ensure that transmission infrastructure is developed to minimize impact on other uses and maximize the use of existing utility corridors.

POLICY-4.5.4: SCENIC AND HISTORIC BYWAYS

Coordinate with the Colorado Department of Transportation (CDOT), area chambers of commerce, the Pueblo Creative Corridor, Frontier Pathways Scenic and Historic Byway, Inc., and other organizations to promote the Frontier Pathways Scenic and Historic Byway.

GOAL 4.6: Enhance the appearance of public spaces, rights-of-way, and community gateways.

POLICY-4.6.1: COMMUNITY GATEWAYS

Enhance and accentuate gateways to the region and each community, including Interstate 25 and Highway 50 interchanges, to provide coordinated and positive community entrances. Gateway design elements may include streetscape design, supportive land uses, building architecture, landscaping, signage, lighting, and public art.

POLICY-4.6.2: GATEWAY AND PUBLIC SPACE MAINTENANCE

Secure devoted funding for a program of ongoing maintenance and necessary improvements to public spaces and gateways in the community.

POLICY-4.6.3: PUBLIC AMENITIES

Design streets and other public spaces with the comfort and enjoyment of pedestrians in mind. Incorporate features such as plazas, pocket parks, patios, children's play areas, transit facilities, sidewalks, pathways, street trees, public art, benches, planters, and other street furniture as part of development projects.

POLICY-4.6.4: CONTEXT-SENSITIVE DEVELOPMENT

Ensure that all development contributes to the positive character of the community. Building materials, architectural details, color range, building massing, and relationships to streets and sidewalks should be tailored to the surrounding area. Development should not consist solely of repetitive design that may be found in other communities.

POLICY-4.6.5: VOLUNTEER INITIATIVES

Establish programs with neighborhood groups and other local organizations to organize volunteers on beautification and neighborhood improvement projects.

Measures of Success

Measure	Method	Baseline	Desired Trend	Source
Guiding Principle 4: Celebrate Pueblo				
Historic Districts	Number of historic districts	3 National 2 Local (2021)	Increase	HPC
Historic Landmarks	Number of structures and sites listed as local landmarks and/or, listed on the National Register of Historic Places	125 (2021)	Increase	HPC
Investment in Historic Places	Permits for restoration of historic landmarks and districts	--	Increase	HPC, Pueblo Regional Building Dept.
Tourism	Number of visitors and amount of tourist spending	--	Increase	Greater Pueblo Chamber of Commerce



GUIDING PRINCIPAL 5:

A FUTURE-READY ECONOMY AND WORKFORCE

A future-ready economy and workforce is nimble in its ability to adapt to industry shifts and economic fluctuations. As a region, we will work together to position Pueblo County as an innovative community, where all residents, business-owners, and members of the workforce have an opportunity to achieve economic prosperity.



Why it is Important

Pueblo County possesses a strong economic base, an ample supply of land, and strong regional partnerships to build upon for the future. Existing infrastructure assets—including ready access to the rail network and water and sewer availability—can help support economic growth in the region. However, there are challenges that must be addressed, including the education and skill level of the workforce, rising electric power costs, and inadequate broadband coverage, among others.

As we look to the future, the economic resilience of the region must be major focus. The region's traditional economic sectors are being impacted greatly by technology advances and market forces. Increasingly, less skilled jobs in legacy industries are being replaced by investments in automation and new technologies. Ensuring employment opportunities for residents in the future will require the County's economy, workforce, and community to continue to evolve, building upon its growing reputation as the "Clean Energy Capital" of Colorado.



Regional Goals and Policies

GOAL 5.1: Leverage the region's assets and opportunities.

POLICY-5.1.1: LAND FOR OPPORTUNITIES

Promote the abundance of land for a variety of employment uses available in the region in attraction of companies. Maintain an inventory of employment lands and the attributes and needs of each site to support attraction efforts.

POLICY-5.1.2: RAIL ACCESS

Promote the access to major rail infrastructure in the region to attract and grow businesses that want rail access to provide goods regionally.

POLICY-5.1.3: WATER RESOURCES

Promote the availability of existing Municipal and Industrial (M&I) water resources as an incentive for new employers and other economic opportunities, while also emphasizing the region's commitment to conservation.

POLICY-5.1.4: QUALITY OF LIFE

Promote the quality-of-life aspects of the region including access to outdoors, lower cost of living, and cultural assets to attract new businesses and workforce to the region.

POLICY-5.1.5: RENEWABLE ENERGY ECONOMY

Support the transition to a renewable energy economy in coordination with regional energy utilities and industries.

GOAL 5.2: Diversify the region's economic base.

POLICY-5.2.1: REGIONAL COLLABORATION

Promote a regional vision and shared goals for economic development in Pueblo County. Continue the regional approach and strategy for economic growth developed in the One Pueblo Plan including the identification of roles and responsibilities and regional partnerships.

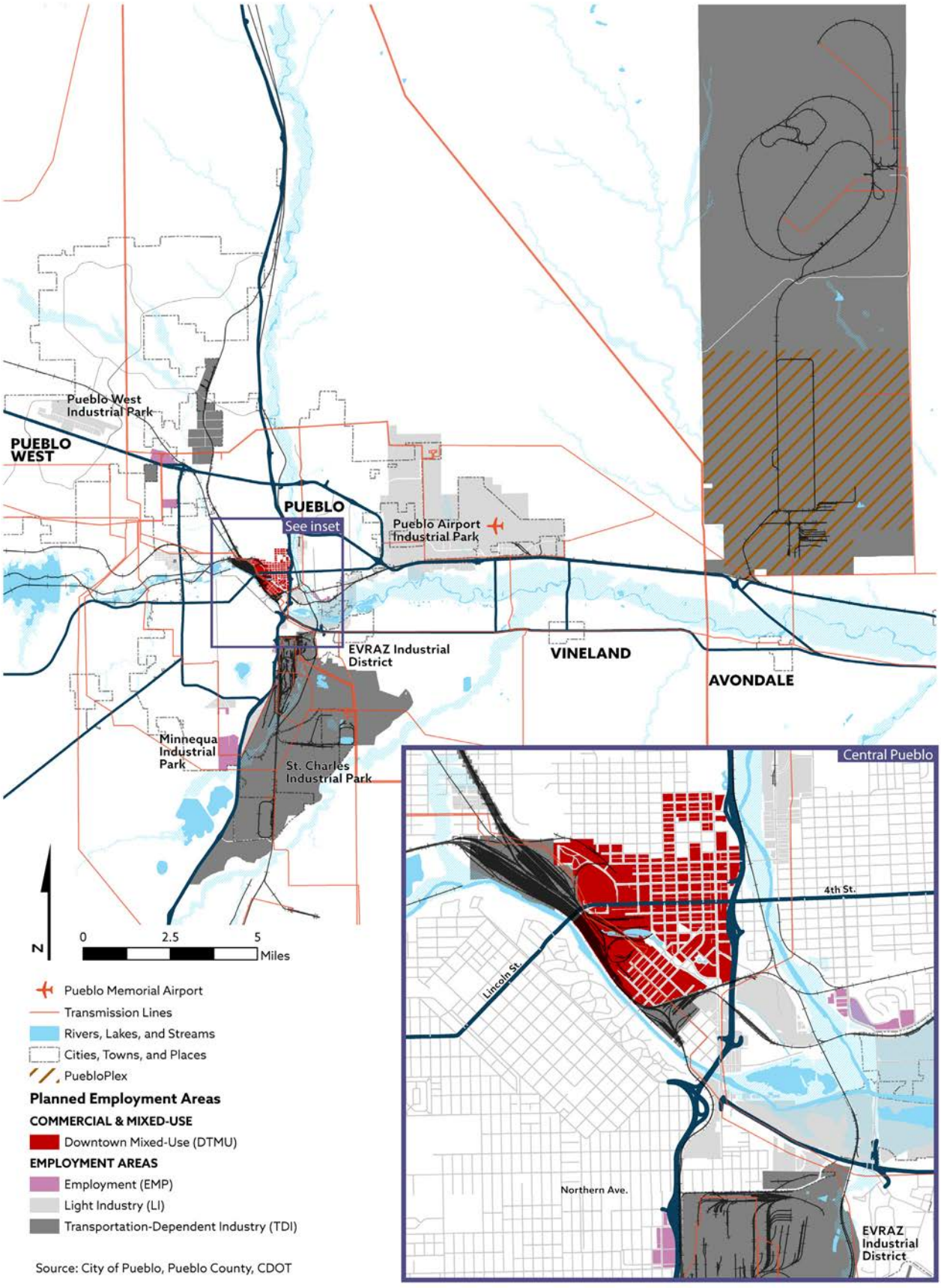
POLICY-5.2.2: PROTECT EMPLOYMENT LANDS

Ensure that land use plan prioritizes the region's planned employment areas. Invest in infrastructure and amenities that are needed to support retention and attraction of employers within the region's target industries to employment lands

POLICY-5.2.3: COMPATIBLE USES

Develop and update land use and development regulations that minimize impacts of employment uses, especially more land intensive uses such as solar power development and marijuana/hemp production, on the region. Explore ways to offset negative impacts through fees and regulations that still maintain the region's competitive advantage.

Planned Employment Areas



Source: City of Pueblo, Pueblo County, CDOT



ECONOMIC DEVELOPMENT PARTNERS

Economic development in Pueblo County is supported by a large group of organizations, institutions, and public agencies, including PEDCO, the Greater Pueblo Chamber of Commerce, the Latino Chamber of Commerce of Pueblo, Pueblo West Chamber of Commerce, Greenhorn Chamber of Commerce, and others. Additional information about the region's economic development partners and efforts is provided in Appendix A: State of the County, along with information about the types of incentives available to current or prospective businesses.

GOAL 5.3: Support the growth, creation, and retention of small businesses and start-ups.

POLICY-5.3.1: SMALL BUSINESS SUPPORT

Provide resources and increase collaboration in the region for supporting entrepreneurship and small business. Identify champion partners to lead efforts around entrepreneurship and small business support.

POLICY-5.3.2: ACCESS TO CAPITAL

Provide opportunities for new and small businesses to access capital to support their growth and expansion.

POLICY-5.3.3: BUSINESS INCUBATION

Cultivate an environment that fosters innovation and new business creation through growing local collaboration, promotion of successful companies, creating a network of entrepreneurs and resource providers.

GOAL 5.4: Attract and train a regional workforce to meet the needs of the future.

POLICY-5.4.1: ATTRACT AND RETAIN WORKFORCE

Develop a regional plan for addressing gaps in workforce talent on an on-going basis and ensure that education resources are available to fulfill needs.

POLICY-5.4.2: TRAIN WORKERS FOR TOMORROW

Collaboratively work to educate students, parents, and educators of future jobs opportunities and the skills needed for those jobs. Work with school districts and area higher education institutions to provide programs that can build skills for residents that align with future needs in the region's target industries.

POLICY-5.4.3: GROW REGIONAL WORKFORCE

Promote the larger southern Colorado region's employment opportunities and quality of life to potential new residents and workers to grow the talent base in the region.



GOAL 5.5: Make it easy to do business in Pueblo.

POLICY-5.5.1: EASE OF DOING BUSINESSS

Increase the ease of development and doing business in the region by creating a coordinated "one stop shop" for customers come to gain permits, approvals, and resources for projects. Focus on increasing the ease of the experience for the customer to achieve their desired approval for projects.

POLICY-5.5.2: REGIONAL DEVELOPMENT COORDINATION

Develop and implement a regional approach to development review and coordination that increases collaboration, standardizes regulations and requirements, and leverages existing resources.

- Coordinated development processes
- Alignment of adopted goals and development regulations
- Collaboration on infrastructure and service provision
- Coordinated economic development

POLICY-5.5.3: REGIONAL COMPREHENSIVE PLAN ALIGNMENT

Incorporate the Regional Comprehensive Plan as part of day-to-day decision-making across the region. Apply the Plan consistently in the development review process, supporting projects and funding requests that are aligned with the guiding principles and goals in the Plan.

Measures of Success

Measure	Method	Baseline	Desired Trend	Source
Guiding Principle 5: A Future Ready Economy and Workforce				
Population and jobs	Number of residents and jobs (county)	168,424 (2019) 62,254 (2019)	Increase	PEDCO (Statsmerica, 2020)
Diverse Industries	Industry diversification	54.9% (2020)	Increase	PEDCO (EMSI, 2020)
Diverse Occupations	Occupation diversification	90.2% (2020)	Maintain or Increase	PEDCO (EMSI, 2020)
Wages	Average earnings distribution	Varies by Earner Cohort Median: $41,108 (2020)	Increase for all cohorts	PEDCO (EMSI, 2020)
Educated Workforce	Percent of population with more than a High School Diploma	40.4% (2020)	Increase	PEDCO (EMSI, 2020)
Targeted Industries	Jobs in target industries (food and beverage processing, aerospace and defense, chemical manufacturing, hemp-related industries, construction-related manufacturing, and professional and scientific services)	1,208; 3,591; 246; 928; 565; 2,777 (2020)	Increase	PEDCO (EMSI, 2020)

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GUIDING PRINCIPAL 6:

GROW SMARTER

Smart growth is sustainable and resilient growth. Pueblo County will encourage growth and development that bolsters the economic health and vibrancy of our region, while also conserving our natural resources and adapting our communities to a changing climate.



Why it is Important

For the last 40 years, growth in Pueblo County has occurred much more slowly than it has in other communities along the Front Range. While residents value the slower pace of life and measured growth, it has also presented challenges in terms of disinvestment in established communities, job creation, and a lack of housing diversity. Moving forward, Pueblo County has an opportunity to take a proactive role in determining where and how development will occur and attracting the types of development will be most beneficial to the region in the future. While greenfield development will continue to occur, a stronger focus on the revitalization of older areas of our communities is needed.

We must also ensure our development and infrastructure is resilient to the impacts of a changing climate. Models predict that the region will be most significantly impacted by the effects of extreme heat events and higher overall temperatures, making us vulnerable to drought, wildfire, and flooding. As we look to the future, it is essential that we adapt our built environment and minimize stress on our natural environment to minimize potential adverse effects on our people, property, and economy.



Regional Goals and Policies

GOAL 6.1: Promote a fiscally and environmentally responsible pattern of growth.

POLICY-6.1.1: COORDINATED PLANNING

Continue collaboration in planning among County, City, the Metropolitan Districts, and PACOG staff to implement coordinated decision-making that ensures the most efficient pattern of growth and development throughout the region.

POLICY-6.1.2: CONCENTRATED DEVELOPMENT

Encourage urban development in areas where adequate infrastructure and public facilities exist or are planned for by focusing growth within incorporated cities/towns and metropolitan districts in the County.

POLICY-6.1.3: NEW GROWTH AREAS

Evaluate proposed development in unicorporated areas based on the evaluation criteria for major projects provided in Section 3 to ensure future development is consistent with the goals and policies of this Plan and local/state regulations.

POLICY-6.1.4: ANNEXATION AREAS

Ensure annexations to the City of Pueblo can be served by existing or planned infrastructure and service providers. Utilize annexation criteria (detailed in the Growth Framework Section) that provide guidance on the areas that are suitable for urban development and annexation to the City of Pueblo.

POLICY-6.1.5: COMPACT DEVELOPMENT

Encourage and incentivize mixed-use development in central areas of the County with superior transportation access, proximity to existing or anticipated transit lines, and with proximity to jobs, goods, and services.

POLICY-6.1.6: PRIORTIZE INVESTMENT

Prioritize investment and allocation of resources to infrastructure and provision of services in developed areas in the city and metro districts and areas well suited to support new development.

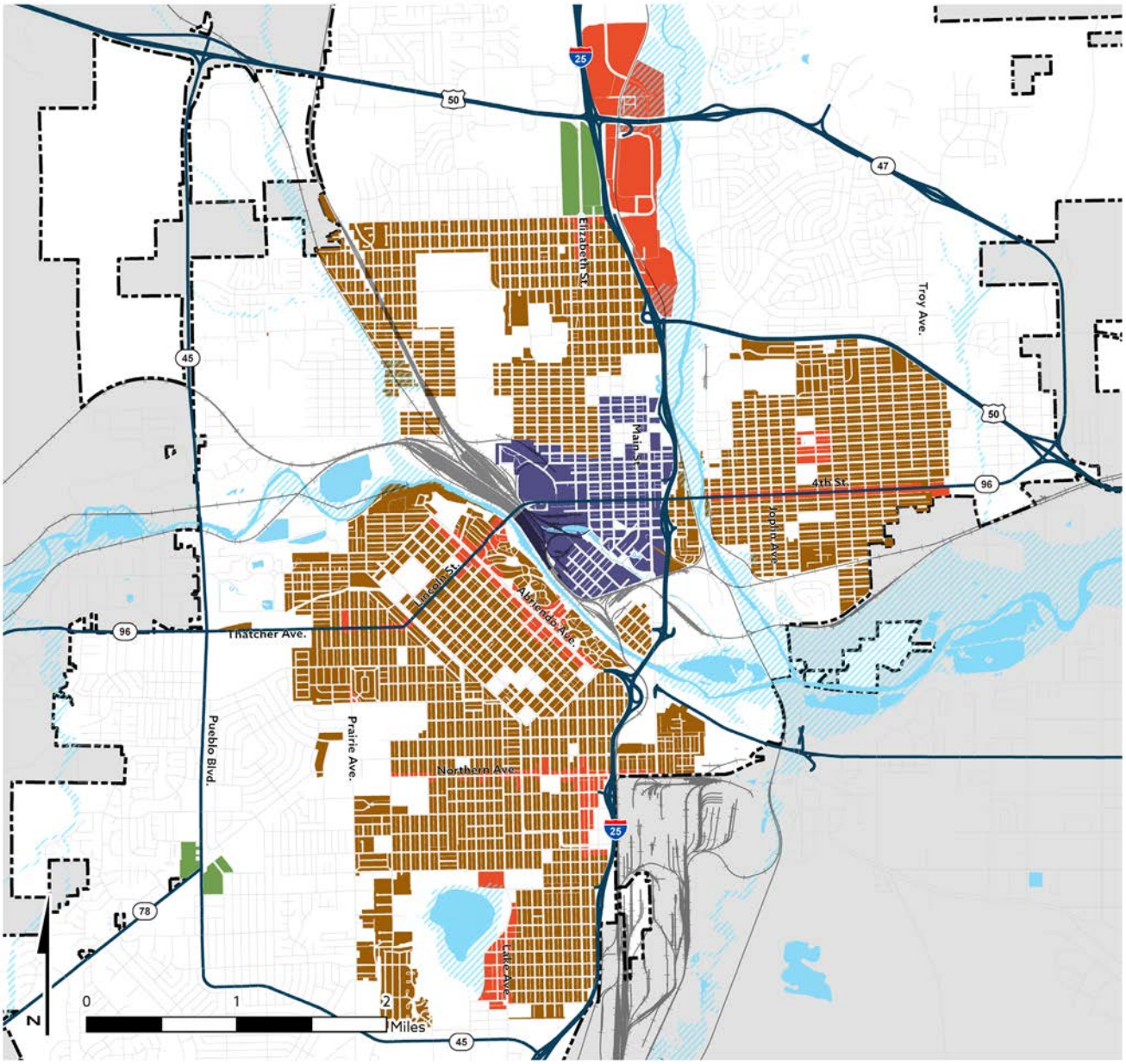
POLICY-6.1.7: FUNDING TO SUPPORT NEW DEVELOPMENT AREAS

Identify and implement funding tools that allow for the City, County, and/or Metro District to generate revenue to offset costs generated by new development and provide sustainable levels of services throughout the region.

POLICY-6.1.8: ENVIRONMENTALLY-SENSITIVE AREAS

Promote the conservation of environmentally-sensitive areas as part of future development, including, but not limited to significant wildlife habitats, steep slopes and arroyos, floodplains, prominent ridgelines, mature stands of trees, and other natural and scenic resources. [See also, Goal 6.5.]

Priority Areas for Infill and Redevelopment



Source: City of Pueblo, Pueblo County, CDOT





GOAL 6.2: Encourage infill and reinvestment in established communities and neighborhoods.

POLICY-6.2.1: DOWNTOWN REVITALIZATION

Continue to develop, support, and implement programs and projects with the objective of redevelopment and revitalization of Pueblo's downtown.

POLICY-6.2.2: REINVESTMENT IN CORE NEIGHBORHOODS

Encourage new development on vacant lands in existing developed areas and support reinvestment in existing buildings and parcels through adaptive reuse or redevelopment. [See also, Goal COP-2, Section 3.]

POLICY-6.2.3: UNDERUTILIZED CENTERS AND CORRIDORS

Prioritize projects that propose redevelopment of outdated, vacant, or underutilized commercial centers and strips throughout the region, including consideration of changing uses permitted in such locations to allow more residential or mixed-use development. [See also, Goal COP-3, Section 3.]

POLICY-6.2.4: REDEVELOPMENT AREAS

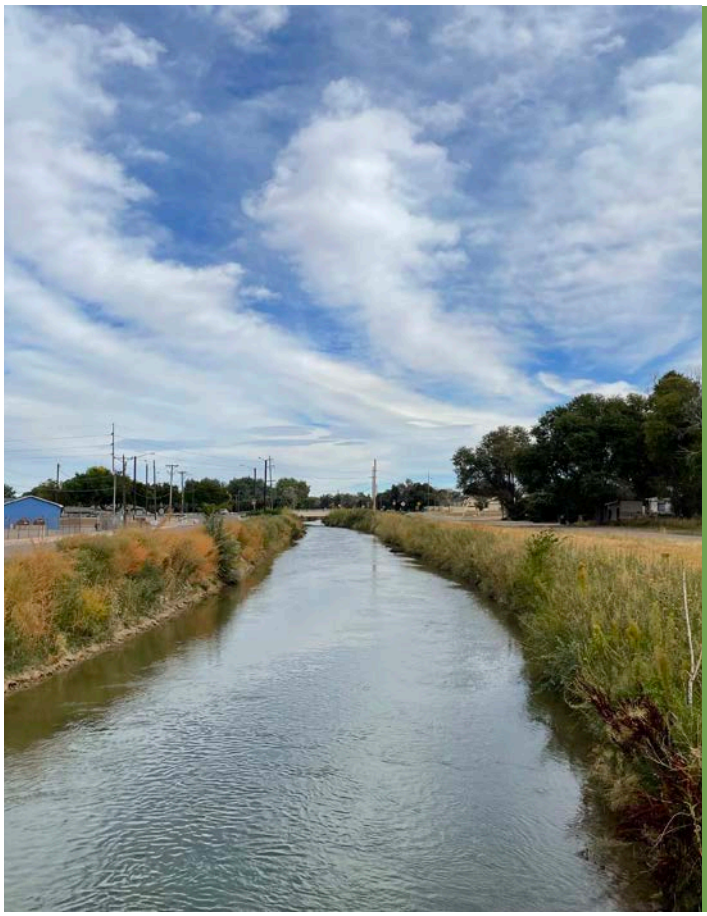
With the identification of priority redevelopment areas in the City, County, and Metro District, jointly pursue coordinated plans for attracting the kind of redevelopment projects that will produce the desired development in these areas.

POLICY-6.2.5: BROWNFIELD REMEDIATION

Continue efforts towards the remediation of identified brownfields, including cooperation with the EPA and state health department in the on-going cleanup of the Colorado Smelter site and former Pueblo Chemical Depot (PuebloPlex) to enable the rehabilitation and redevelopment of previously contaminated land.

POLICY-6.2.6: RURAL COMMUNITIES

Enable rural communities to prosper through support for sustainable and context-appropriate development projects, combined with ongoing efforts to maintain and expand infrastructure as warranted by current demand and growth capacity in different rural communities.



REGIONAL WATER PROVIDERS AND CONSERVATION EFFORTS

Pueblo County is served by seven individual water service districts, some of which also provide wastewater service. Residents outside these service districts typically rely on individual wells and septic systems. A brief overview of each provider's service area, current and projected service levels, and usage parameters is provided in Appendix A: State of the County Report. Most of the region's water service districts have conservation plans in place (and periodically update these plans) that account for increased uncertainty surrounding the effects of climate change and establish specific conservation targets and measures. While conservation targets and measures vary by service provider, this Comprehensive Plan supports the implementation of stronger conservation measures across the region, consistent with The Colorado Water Plan.

GOAL 6.3: Conserve and protect the region's water resources.

POLICY-6.3.1: WATER SUPPLY AND DEMAND FORECASTS

Continue initiatives that establish and monitor demand forecasts for available water supply serving communities throughout the County, considering projected increased demand because of growth and development and any foreseen constrictions in supply, to ascertain supply availability meets or exceeds projected demand.

POLICY-6.3.2: ALTERNATIVE AGRICULTURAL TRANSFERS

Collaborate with water providers, landowners, conservation organizations, and other stakeholders on the implementation of Alternative Agricultural Transfer agreements to allow for more easily facilitated water sharing agreements between users, and to lessen frequency of permanent transfer of rights from agricultural lands for use in enabling new development.

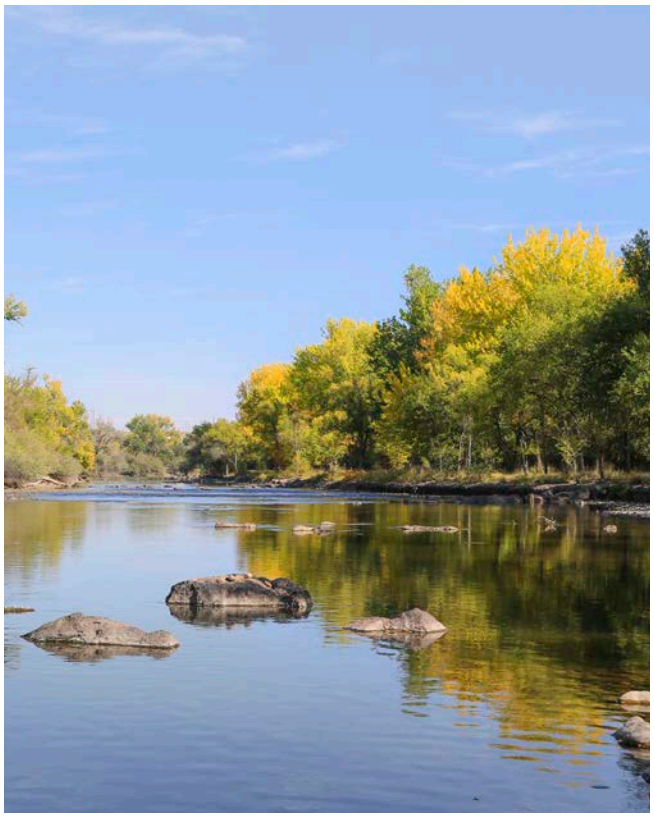
POLICY-6.3.3: LONG-TERM SUPPLY REQUIREMENT (FOR MAJOR DEVELOPMENTS)

Require that major developments demonstrate sufficient long-term water availability to support the proposed development prior to approval. [See also, Section 3, Infrastructure and Services.]

POLICY-6.3.4: STORMWATER MANAGEMENT

Continue to support compliance with MS4 permit terms by enhancing stormwater management facilities that minimize runoff and improve the quality of the stormwater in streams and creeks, maintaining drainage facilities, installing new infrastructure to reduce flooding, and ensuring that new development meets all required provisions.





POLICY-6.3.5: WATER RESOURCES

Support the region's water districts in efforts to secure adequate or expanded water supply resources to meet current and projected water demands, maintain and expand delivery infrastructure as needed, and implement water conservation measures. Explore the feasibility of interconnecting infrastructure between jurisdictions for emergencies and redundancy that will not encourage development that is unsupported by permanent sources of water to meet current and future demand.

POLICY-6.3.6: WATER QUALITY

Continue to monitor and improve water quality in the region, working to reduce discharges, elevated water temperatures, and pollutant levels, in accordance with the Pueblo Area Council of Government's Water Quality Management Plan.

POLICY-6.3.7: IMPAIRED WATER BODIES

Continue working towards compliance with Clean Water Act regulations through monitoring and rehabilitation of impaired water bodies by reducing pollutant loads and elevated water temperatures.

POLICY-6.3.8: WATER CONSERVATION

Support the expansion of water conservation efforts through programs and regulations that reduce domestic water use, including reduced use of irrigation water by expanding drought-tolerant landscaping, grey water recycling programs, and installation of water-efficient landscape irrigation systems, among other initiatives.

POLICY-6.3.9: RIVER CORRIDORS

Collaborate on efforts to improve and maintain water quality in the Arkansas River, Fountain Creek, and other rivers, creeks, and streams in the region, so they support various uses, including fishing, swimming, and provision of drinking water.

POLICY-6.3.10: SURPLUS WATER ALLOCATION

Prioritize intra-county use of surplus water, ahead of non-Pueblo County needs, to ensure surplus water serves Pueblo County needs whenever possible for industrial and agricultural uses, along with municipal uses that will not encourage development that is unsupported by permanent sources of water to meet current and future demand.

GOAL 6.4: Lead the way in renewable energy.

POLICY-6.4.1: RENEWABLE ENERGY

Pursue the energy-related goal of 100 percent renewable energy use for electricity consumption in 2035 through support for the expansion of additional means of renewable energy provision, including wind, hydro-electric, and other renewable sources, as appropriate for development and installation throughout the region.

POLICY-6.4.2: SOLAR FACILITIES

Continue to support the expansion of solar facilities in appropriate locations throughout the region. Prioritize the development of solar faciliates on sites where impacts on residential neighborhoods, prime agricultural lands, sensitive natural areas, views, and other sensitive uses are minimized, while also allowing for access to critical infrastructure, like transmission lines.

POLICY-6.4.3: ENERGY EFFICIENCY

Continue pursuing improvements in energy efficiency through programs, strategies, and goals identified in the Community Energy Plan, and expand these efforts as feasible with new programs and initiatives targeted at the groups identified in the Energy Plan.

POLICY-6.4.4: EMERGING TECHNOLOGIES

Support the development and implementation of new energy technologies that promote sustainability and the mitigation or sequestration of greenhouse gas emissions.

POLICY-6.4.5: INFRASTRUCTURE

Continue to advance strategies that expand the availability of EV charging infrastructure in Pueblo County through support for the implementation of the Pueblo County Electric Vehicle Readiness Plan and ongoing collaboration with regional utility providers.



SOLAR FACILITY DEFINITONS

To support the goal of 100 percent renewable energy the region will continue to support the expansion of solar facilities at a variety of scales depending on their location and purpose. Solar facilities generally fall into one the following categories:

Solar Facility, Small-Scale

A facility that generates electricity from sunlight and that comprises an area of less than one acre. This size is approximately equivalent to a rated capacity of about ten kilowatts (kW) to 250 kW alternating current. Facilities are generally used to reduce onsite consumption of utility power for residential, agricultural, commercial, and industrial applications.

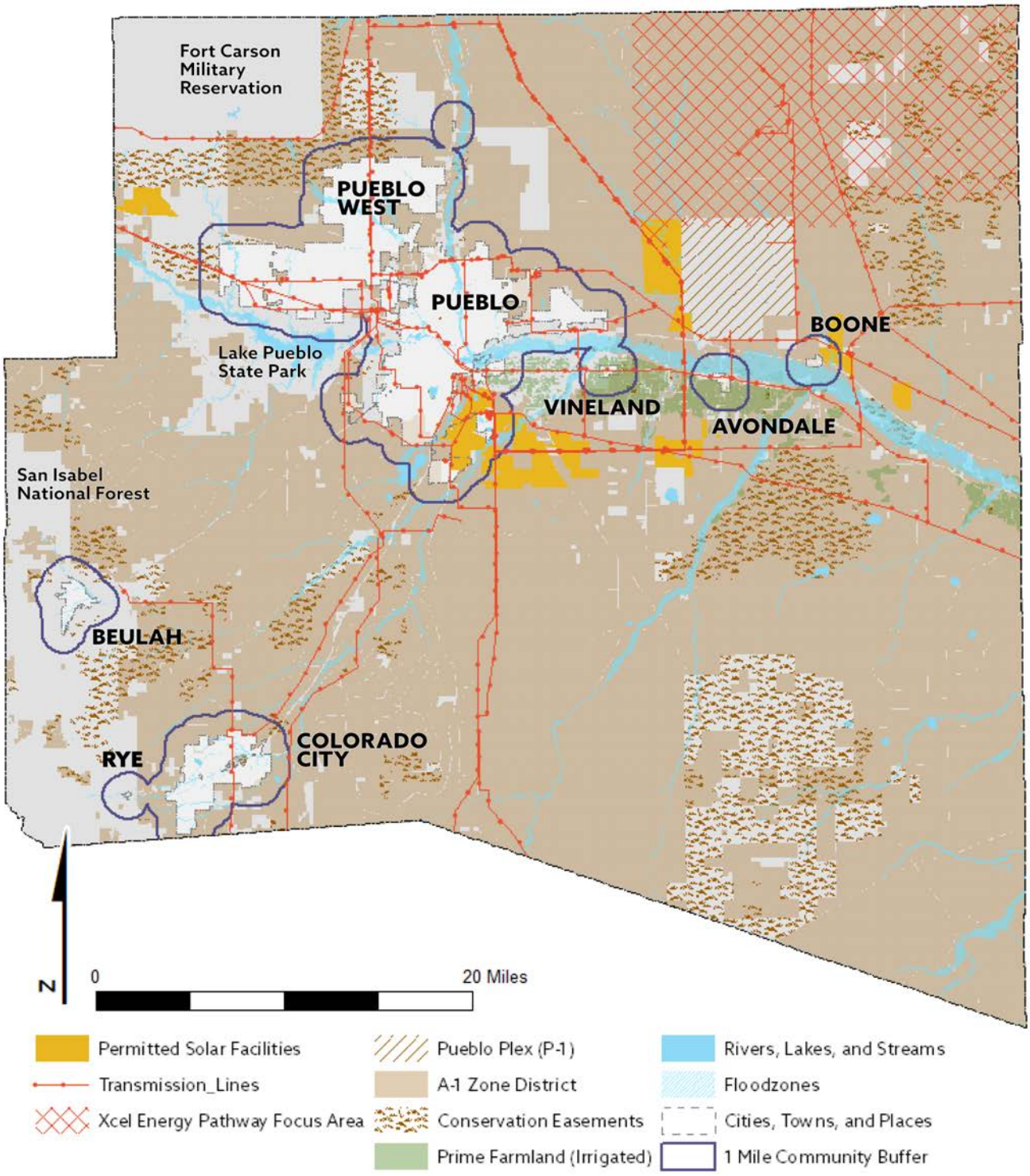
Solar Facility, Medium-Scale

A facility that generates electricity from sunlight and that comprises an area between one to ten acres. This size is approximately equivalent to a rated capacity of about 250 kW to one megawatt (MW) alternating current. Facilities are generally used to reduce onsite consumption of utility power for commercial and industrial applications.

Solar Facility, Utility-Scale

A facility that generates electricity from sunlight and that comprises an area of more than ten acres. This size is approximately equivalent to a rated capacity of about one megawatt (MW) alternating current or greater. Facilities are generally used to provide electricity to a utility provider.

Solar Siting Considerations



Boundaries and data current as of 11/1/21. This information is updated from time to time and is available online.

Source: Pueblo County, USDA, US Energy Atlas, Xcel Energy



SOLAR SITING CONSIDERATIONS

The Pueblo region has been on the forefront of the transition to renewable energy. As part of the effort to be a state and national leader in the growth of renewable energy generation, Pueblo County supports the development of solar facilities in unincorporated areas. Solar facilities should be sited in areas that have lowest impact on sensitive natural areas, existing neighborhoods, Prime (Irrigated) Farmland, views, and other sensitive features and the best access to necessary infrastructure, like transmission lines. This map highlights key considerations for siting solar facilities in unincorporated Pueblo County.





GOAL 6.5: Reduce the region's risk from climate change and natural hazards.

POLICY-6.5.1: INFRASTRUCTURE SITING

Assess the resilience of existing infrastructure, such as roads, water and sewer systems, and the energy grid, in withstanding existing climate threats such as extreme heat, drought, flooding and fires, and identify any improvements or alterations that could increase resilience. When siting new infrastructure, incorporate resilience considerations in advance of determining locations for new facilities and structures.

POLICY-6.5.2: RESILIENCE TO CLIMATE CHANGE

Support implementation of mitigation measures to reduce impacts from primary climate change hazards (drought, extreme heat, wildfire, flooding, vector-borne disease) as identified in the Natural Hazard Mitigation Plan for Pueblo County as amended.

POLICY-6.5.3: COORDINATED HAZARD MITIGATION PLANNING

Implement coordinated natural hazard mitigation strategies as identified in the Natural Hazard Mitigation Plan for Pueblo County, and disaster response planning across County, City and Metro District entities, to reduce risk to natural hazard exposures throughout the County and increase efficiency in responding to disaster events such as flood or wildfire.

POLICY-6.5.4: FLOODPLAIN REGULATION

Continue implementation of floodplain regulations to protect against development in flood zones, mitigate identified risks, and maintain the community's rating in the National Flood Insurance Program.

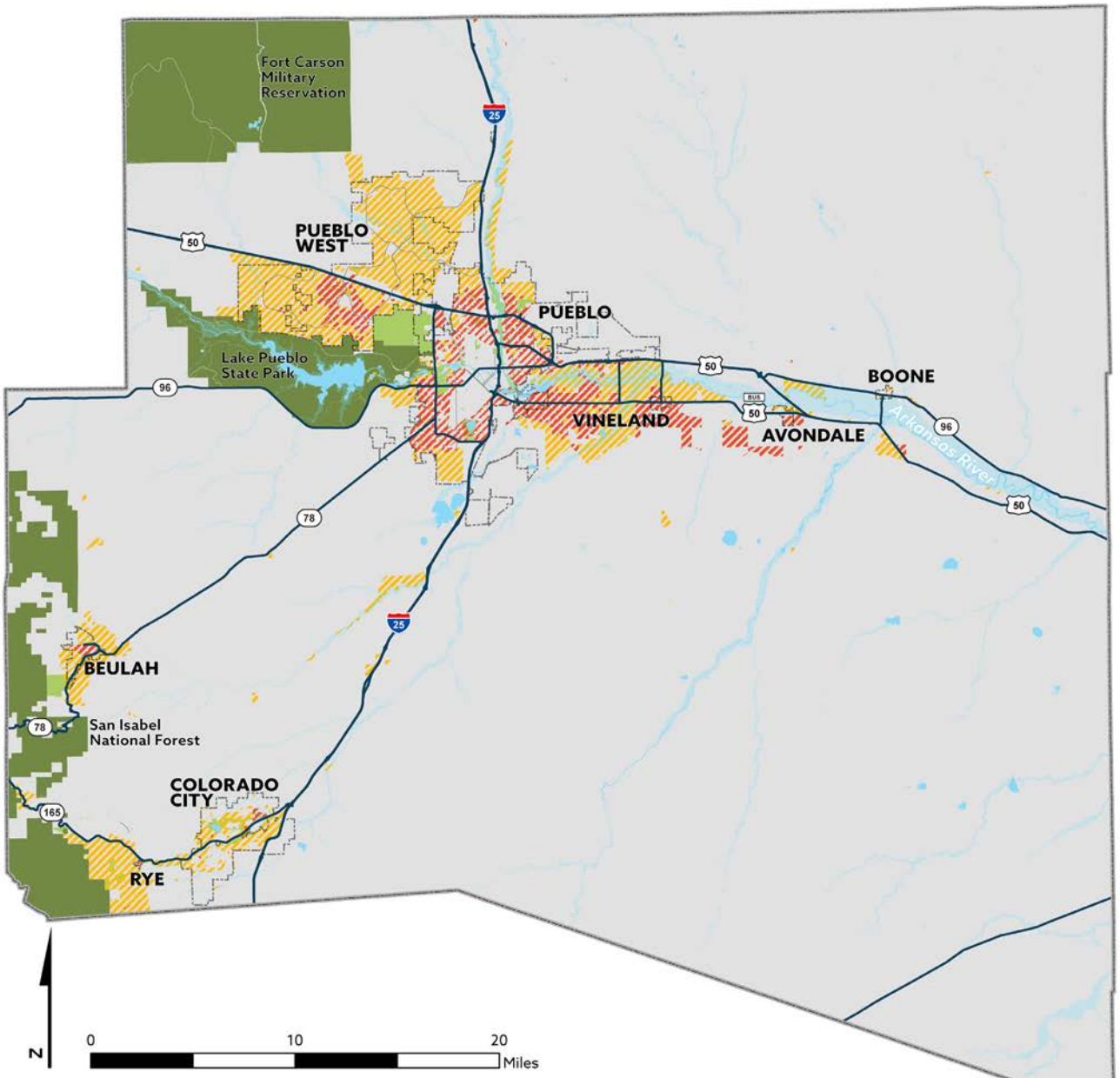
POLICY-6.5.5: WILDLAND URBAN INTERFACE

Reduce the danger of losses from wildfire by actively managing wildland urban interface areas in the County, limiting the encroachment of development in these sensitive areas. Collaborate with rural and volunteer fire departments on the development of Community Wildfire Protection Plans for areas with the greatest risk.

POLICY-6.5.6: MITIGATION OF URBAN HEAT ISLAND EFFECT

Reduce the heat island effect in urbanized areas of the region through the incorporation of site and building features that reduce heat generation and concentration, including measures such as shade trees and reflective materials, green roofs, and cool pavements materials.

Pueblo County Wildland-Urban Interface



"Interface" includes developed areas that have sparse or no wildland vegetation, but are within close proximity of a large patch of wildland.
"Intermix" includes areas where houses and wildland vegetation directly intermingle.

The Colorado State Forester also maintains mapping data related to wildfire risk at: http://csfs.colostate.edu

Source: SILVIS Lab, Pueblo County, CDOT, CDPHE





GOAL 6.6: Build sustainable buildings and infrastructure.

POLICY-6.6.1: MUNICIPAL FACILITIES

Continue efforts to implement goals related identified in the Pueblo County Community Energy Plan, including use of 100 percent renewable energy for electricity consumption in the County by 2035, and investing in energy efficiency, renewable energy, and innovative energy technologies at Pueblo County facilities.

POLICY-6.6.2: GREEN BUILDINGS

Encourage development that incorporates "green" design and building techniques, to lower energy consumption, maximize passive cooling and heating through building orientation, prioritize use of environmentally-certified building materials, and include energy efficient building components (windows, doors, insulation) and appliances.

POLICY-6.6.3: GREEN INFRASTRUCTURE

Emphasize inclusion of green infrastructure into proposed development, scaling from individual sites to neighborhood wide initiatives, possibly including district energy, permeable pavers, bioswales, rainwater harvesting, and greywater recycling, among other related features.

POLICY-6.6.4: XERIC AND NATIVE LANDSCAPING

Encourage the widespread use of landscaping materials that are suited to the local climate, including native plants and those that require low water usage, and are drought- and heat-tolerant.

POLICY-6.6.5: POLICY-6.6.5 RESIDENTIAL RETROFITS AND WEATHERIZATION

Promote increased participation in residential weatherization programs that help homeowners, with a particular focus on participation by low-income owners, to improve the energy efficiency of their dwellings through installation of insulation, energy-efficient upgrades to fixtures and appliances, and tune-ups for existing heating and cooling systems.

GOAL 6.7: Conserve and enhance the region's watersheds and natural resources.

POLICY-6.7.1: PROTECTION OF SENSITIVE NATURAL AREAS

Continue to administer, and expand where necessary, programs that protect critical habitat, prime irrigated farmland, floodplain, forest, and other environmentally sensitive areas from encroachment by development or other incompatible land use.

POLICY-6.7.2: STATE AND FEDERAL LANDS

Coordinate with Colorado Parks and Wildlife, U.S. Forest Service, State Land Board Stewardship Trust, and other state and federal partners regarding the use and administration of state and federal lands in Pueblo County, including Lake Pueblo State Park, Fort Carson, San Isabel National Forest, and PuebloPlex (the former Pueblo Chemical Depot), among other sites.

POLICY-6.7.3: RESOURCE EXTRACTION/RECLAMATION

Support the extraction of subsurface resources in accordance with state law. Continue reclamation efforts on land disturbed through resource extraction efforts. Where new extraction proposals are put forward, ensure that there are provisions for restoration and reclamation conducted by the company when extraction efforts are concluded. Require processing facilities for resource extraction operations to limit negative impacts on adjacent properties.

POLICY-6.7.4: GROUNDWATER PROTECTION

Pursue land use and vegetation management practices that protect from aquifer contamination, while supporting initiatives that divert potentially overtaxing, harmful, or inappropriate development away from areas reaching water availability limits or with high groundwater recharge potential.

Measures of Success

Measure	Method	Baseline	Desired Trend	Source
Guiding Principle 6: Growing Smarter				
Infill/redevelopment	Development permits in priority infill/redevelopment areas (residential units/non-residential square feet)	--	Increase	Pueblo Regional Building Dept.
Water Use	Gallons per capita water demand (systemwide)	Pueblo Water: 207 (2019) Pueblo West: 158 (2019)	Maintain/ Decrease	Districts
Renewable Energy	Percent of energy from renewable sources	BHE: 30% (2020) SIEA: 35.3% Xcel: 32% (2020)	Increase	EDGIS, Xcel, BHE, SIEA
Energy Efficiency	Permits for energy efficient remodeling, retrofits, or new Net Zero homes	--	Increase	Pueblo Regional Building Dept.
Vacant Buildings	Number of vacant buildings	--	Decrease	USPS, HUD



GUIDING PRINCIPAL 7:

STRONG LOCAL AND REGIONAL CONNECTIONS

Community leaders, businesses, local organizations, and residents recognize that a collaborative and connected region is a more resilient region. Together, we will work to improve transportation systems and infrastructure, provide services and amenities, and enhance our local and regional ties.



Why it is Important

Issues of economic development, housing, transportation, environmental sustainability, and providing adequate services to residents rarely follow jurisdictional boundaries. Despite Pueblo County's size and geographic diversity, the challenges facing one community in the region are often shared by others. Similarly, many residents live in one community, but must work, shop, and/or recreate in a different Pueblo County community, with most of these kinds of daily trips currently requiring a car. However, demand for infrastructure that supports alternative modes of travel—such as walking, bicycling, and taking transit—is growing. Mobility will also be an increasing issue for older residents—a growing percentage of the population—who are no longer able to drive cars, but still need to access services and move around their individual communities and the region.

All communities in our region, both large and small, can benefit from regional planning and collaboration. Pueblo County communities and stakeholders have a long history of working together on issues and opportunities of regional significance. We are committed to continued collaboration on not just the transportation that connects us, but also on projects and initiatives that will enhance the quality of life of our residents and the collective success of our region—broadband, energy, jobs, tourism, and others.



Regional Goals and Policies

GOAL 7.1: Provide a safe, efficient, and reliable regional transportation system for all modes.

POLICY-7.1.1: COORDINATED LONG-RANGE TRANSPORTATION PLANNING

Continue to participate in and support the efforts of the Pueblo Area Council of Governments metropolitan planning organization (PACOG MPO) and work collaboratively to implement the initiatives outlined in the County's Long-Range Transportation Plan, as amended.

POLICY-7.1.2: SUPPORTIVE LAND USE PATTERNS

Promote more compact, higher-density land use patterns in areas where such development is appropriate, with the aim of achieving density levels that can support the operation and possible expansion of transit.

POLICY-7.1.3: RIGHT-OF-WAY PRESERVATION

Preserve right-of-way for the planned expansion of the regional transportation network in accordance with the LRTP. Consider right-of-way vacation requests only be considered when there is no possibility for the potentially vacated land to be used for future transportation system connections or expansions.

POLICY-7.1.4: SYSTEM MAINTENANCE

Collaborate to prioritize and implement system maintenance on the region's transportation infrastructure components, including roadways, bike paths, trails, and sidewalks.

POLICY-7.1.5: STREET AND HIGHWAYS

Continue implementation of improvements, expansion, and maintenance of the region's streets and highways, to support safe, efficient, and convenient travel by car. Support future safety plans to identify and address systemic issues throughout the County.

GOAL 7.2: Expand transportation connections to, from, and within the region.

POLICY-7.2.1: REGIONAL BUS

Monitor service level for regional bus connections between Pueblo and Colorado Springs, Denver, and elsewhere, and propose service level enhancements as warranted by extent of passenger usage.

POLICY-7.2.2: REGIONAL RAIL

Collaborate with the Union Pacific (UP) and Burlington Northern and Santa Fe (BNSF) railroads and other public and private stakeholders on plans for potential future passenger rail service to and from the region, including national Amtrak rail connections and the development of regional Front Range Rail service to link Pueblo with other front range communities and beyond.



POLICY-7.2.3: AIRPORT OPERATIONS

Support the continued operation of commercial passenger air service from the Pueblo Memorial airport, pursue opportunities to expand the frequency of flights and number of destinations served, as appropriate based on level of passenger demand.

POLICY-7.2.4: FREIGHT CAPACITY

Monitor the quantity of goods transported through the region's freight systems and seek to expand the region's centrality as a distribution and exchange center for goods transiting through the region.

GOAL 7.3: Encourage and prioritize the use of alternative forms of transportation.

POLICY-7.3.1: GREENHOUSE GAS EMMISSIONS

Reduce greenhouse gas emissions by expanding transit access, providing safe and convenient opportunities to walk or ride a bicycle between major destinations, and encouraging land use patterns and infrastructure investments that reduce reliance on single occupancy vehicles.

POLICY-7.3.2: PUEBLO TRANSIT

Coordinate support for Pueblo Transit to provide frequent, reliable, and convenient transit access to residents throughout the system's service area, encompassing the largest feasible extent for route coverage, in pursuit of the goal to have all residents within one-quarter mile of a transit stop. Revisit the feasiblity of extending transit to Pueblo West and other regional destinations as future development and community interest warrants.

POLICY-7.3.3: BICYCLE AND PEDESTRIAN CONNECTIVITY

Coordinate initiatives to enhance connectivity of pedestrian infrastructure such as sidewalks and trails, as well as bike trails and lanes, with priorities as identified in the County's Long-Range Transportation Plan and Bicycle and Pedestrian Master Plan, as amended.

POLICY-7.3.4: POLICY-7.3.3 COMPLETE STREETS

Seek opportunities to implement Complete Streets initiatives, as appropriate to context and location, in County infrastructure projects, to expand safe, convenient transportation routes for bicyclists, pedestrians, transit riders, and drivers.

POLICY-7.3.5: CONTEXT-SENSITIVE DESIGN

Where complete streets are not feasible or appropriate, tailor provision of infrastructure such as curb, gutter, sidewalks, and bike lanes to the development context, focusing on adequate connectivity that matches with rural, suburban, or urban development context.

POLICY-7.3.6: AMERICANS FOR DISABILITIES ACT

Continue to build, maintain, and improve pedestrian facilities to achieve full compliance with the Americans for Disabilities Act (ADA).





GOAL 7.4: Collaborate regionally to provide access to quality services and amenities.

POLICY-7.4.1: JOINT PLANNING EFFORTS

Work with City, Metro Districts, and other County department staff to coordinate the greatest possible extent of service provision; along with access to, and coordinated expansion and maintenance of amenities, with allotted resources.

POLICY-7.4.2: INTERAGENCY PARTNERSHIPS

Continue to expand a culture of collaboration among metro districts, government departments, and outside agencies and organizations, to facilitate coordinated programs and service provision to residents of the region.

POLICY-7.4.3: SHARED USE FACILITIES & PROGRAMMING

Collaborate across jurisdictions to maximize efficiency in determining the location, operation, and potential expansion of facilities and programming that serves residents from around the region (as opposed to facilities such as schools that operate on jurisdiction-specific basis).

POLICY-7.4.4: DEVELOPMENT REVIEW

For projects of regional significance, those that cross jurisdictional boundaries, or projects whose impacts extend across jurisdictional boundaries, coordinate development review to ensure shared goals and objectives are prioritized as considerations in the review process.

Measures of Success

Measure	Method	Baseline	Desired Trend	Source
Guiding Principle 7: Strong Local and Regional Connections				
Bike Lanes and Trails	Miles of multi-purpose trails and bike lanes	125 mi. (2021)	Increase	EDGIS
Mode Share	Percent of commuters walking, biking, taking transit, working from home, carpooling, and other	1.6%, 0.6%, 0.1%, 3.2%, 14.2%, 1% (2019)	Increase	PACOG, U.S. Census Bureau
Internet Access	Percent of households with broadband (cable, fiber optic, or DSL) connection	64.8% (2019)	Increase	U.S. Census Bureau



SECTION 3

REGIONAL DEVELOPMENT PLAN

ABOUT THIS SECTION

By 2040, Pueblo County is forecast to add approximately 29,000 new residents. This translates into an estimated 14,700 new households and 13,319 new jobs. The choices we make today about where and how to accommodate this growth will play a direct role in our future quality of life and resilience as a region.

This Regional Development Plan establishes a framework for accommodating forecast residents and jobs and provides guidance to help the region consider other opportunities as they arise. It addresses the many factors that influence where and how the region will grow in the future:

- Regional Growth Priorities
- Infrastructure and Services
- Evaluation Criteria for Major Projects
- Future Land Use Plan
- Area-Specific Goals and Policies

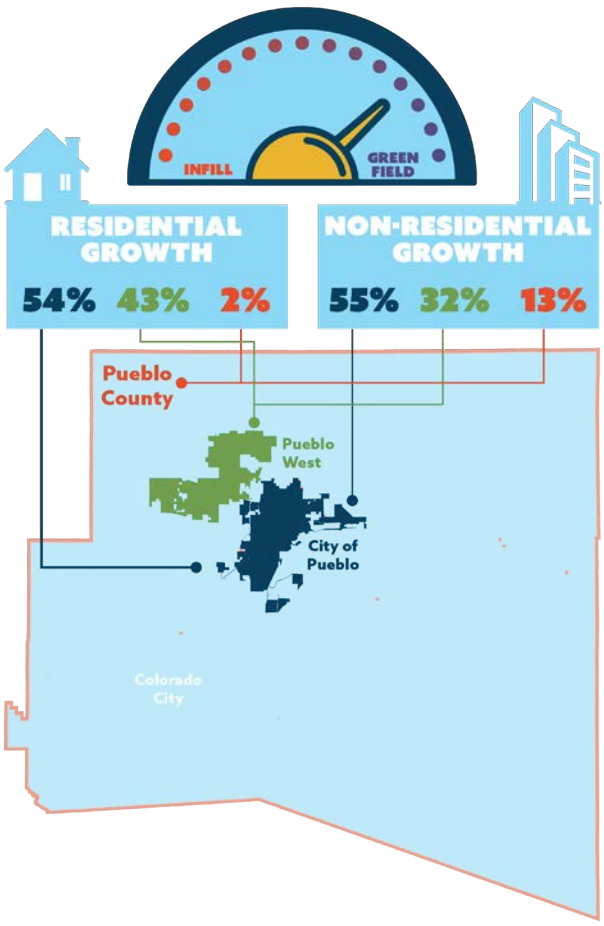
Information in this section should be applied in conjunction with the goals and policies in Section 2, applicable zoning and development regulations, and relevant sub-area or service plans. This section is intended as a tool for staff, property owners, developers, partner agencies, service providers, elected and appointed officials, and others to help guide long-range plans as well as day-to-day decision-making.



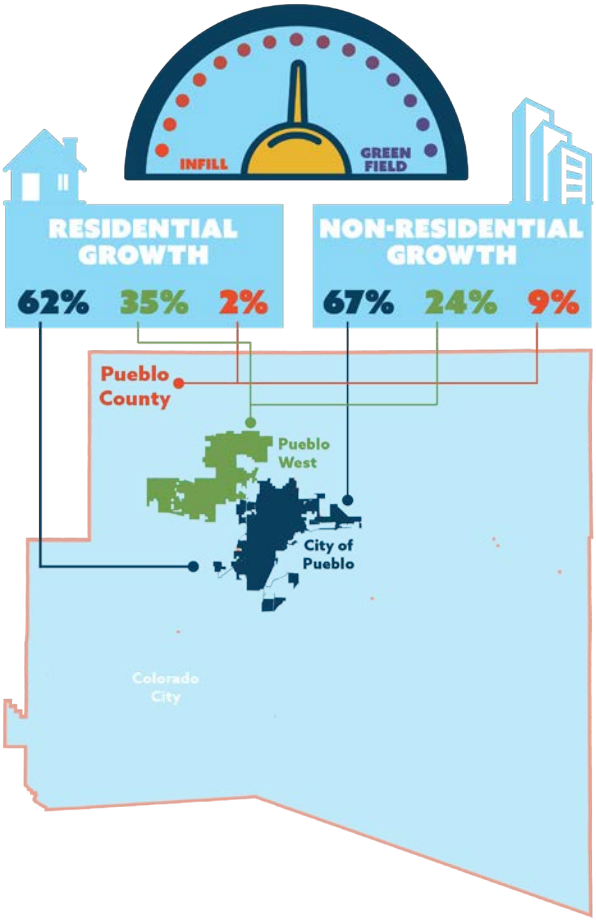
REGIONAL GROWTH SCENARIOS

Three growth scenarios were developed as part of the Regional Comprehensive Plan process to explore different assumptions about where forecast demand for residential and non-residential development might occur over the 20-year planning horizon, and to evaluate possible benefits and trade-offs associated with different assumptions:

SCENARIO A

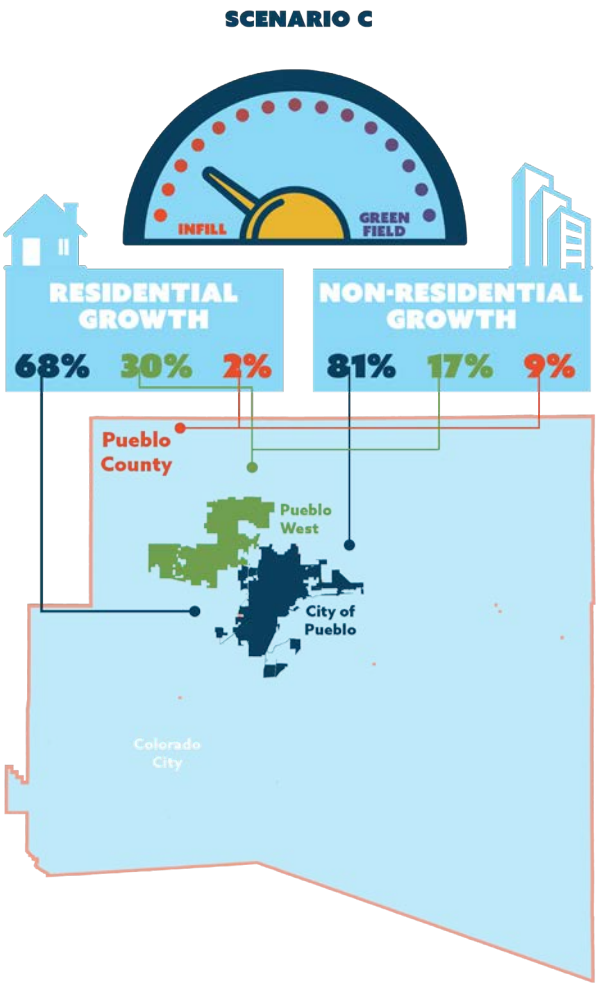


SCENARIO B



Scenario A: Twin Cities/Outward Expansion. Pueblo West continues to grow at a faster rate than the City of Pueblo and attracts more residential and non-residential development, leading it to become more of a "full-service community." Growth extends north along the east side of I-25, either as part of a future annexation into the City of Pueblo, or as part of new, standalone metropolitan district (similar to Pueblo West).

Scenario B: Central City Revitalization. The City of Pueblo captures an increasing share of residential and non-residential development, with a focus on the revitalization of Downtown Pueblo and core area neighborhoods and limiting future annexations. Market demand for a range of lifestyle options continues to drive growth in Pueblo West and other areas of the County but to a lesser degree than in Scenario A.



Scenario C: Regional Centers. "All-in" focus on directing the majority of residential and non-residential development to areas already served by infrastructure and services. Downtown Pueblo's role as a regional center is solidified through substantial growth and reinvestment, while a second full-service community/regional center emerges near I-25 and Highway 50.

Each scenario was evaluated to determine its potential impact on fiscal health, mix of land uses, housing diversity, loss of prime agricultural land, infill vs. greenfield development, water and energy consumption, alignment with the region's Long-Range Transportation Plan, and access to services and amenities. (See Appendix C: Scenario Outreach Materials and Appendix B: Fiscal Impact Analysis Findings for additional detail.)

PREFERRED GROWTH SCENARIO

Community and stakeholder input on the future growth scenarios and associated policy considerations reflected strong support for both Scenario B and C. Common themes reflected in both Scenario B and C included a focus on:

- Infill and revitalization
- Compact development
- Expanding housing options
- Promoting efficient and fiscally-sound infrastructure investments
- Preserving prime agricultural lands
- Promoting sustainable development practices

With these priorities in mind, the Future Land Use Plan assumes that the majority of future growth and development in the region over the next ten to twenty years will be directed to areas within or immediately adjacent to the City of Pueblo, within the Pueblo West Metropolitan District, and within planned employment areas. While a limited amount of future development is expected to continue in Colorado City and in Rural Communities throughout Pueblo County, growth in these areas will be limited by access to infrastructure and services and market demand.

While an "inward" focus emerged as a strong priority for the region, there was also an acknowledgement that future annexation requests and other proposals for development outside of established communities and metropolitan districts would continue to be brought forward over time, and that clear guidance on the evaluation of potential benefits and trade-offs associated with major projects in the context of the region's vision was needed.







Fiscal Impact Analysis Findings

A fiscal impact analysis was completed to support the development of the Regional Comprehensive Plan. The analysis evaluated the on-going, annual impact of different uses will have on the City of Pueblo, Pueblo West Metropolitan District, and Pueblo County. The purpose was to understand impacts of different land use choices to help guide the Plan's policies. The three growth scenarios described above were modeled to understand the impacts. A summary of key findings is provided below. Appendix B: Fiscal Impact Analysis Findings provides more detailed information.

City of Pueblo

The analysis of the fiscal impact of new development on the City of Pueblo focused on the City's General Fund and Street Repair Fund. The analysis found three major findings that impact the growth policies for the region. First, new growth captured within the City of Pueblo (vs. in unincorporated areas) is most beneficial to the City's fiscal health, specifically capture of retail development and primary employment is more beneficial within the city. Second, the City's fiscal health is optimized when there is a balance between residential and non-residential development. Third, the location of growth has a significant impact on the fiscal health of the City. New development that occurs outside of existing service areas (e.g., through future annexations) is more likely to create a negative fiscal impact. If the City annexes an area that is outside of existing service locations for services like fire protection and wastewater, the need for significant capital improvements increases. Furthermore, if development occurs in areas where existing infrastructure is not of sufficient size/capacity to meet demand, the burden for expanding capacity often falls on the developer. This burden can reduce the feasibility of new projects even for areas inside the city's current boundaries. Tools are needed to support the coordinated expansion of infrastructure in preferred growth areas. The City should also limit or not-allow annexation into areas that are not—or cannot—be served within existing/planned service areas.

Pueblo West

The fiscal impact analysis of new development within the Pueblo West Metropolitan District focused on the district's Streets and Roads Fund. All three scenarios create a net fiscal benefit to the district assuming current service levels. For the district, commercial and service uses generate a net fiscal positive impact. Large lot single family and industrial uses are the least beneficial due to the increased roadway maintenance costs associated with those uses. The evaluation of the scenarios illustrates the need for the district to expand its commercial uses in concert with additional residential growth to maintain fiscal balance. The recently instituted sales tax supporting fire service capital expansion and expanded operations will allow the district to accommodate the forecasted potential growth in the area. The major consideration for the district and its residents is whether current levels of service provided by the district for services such as road maintenance, parks and recreation, and fire service are sustainable and desired over the plan horizon. Increased demands for services and infrastructure will necessitate the district to explore other funding options.

Pueblo County

The evaluation of fiscal impacts on Pueblo County focused on the County's General Fund and Road & Bridge Fund. The analysis illustrates that new development in the unincorporated portion would have greater negative impact on the County's budget than would new development that occurs within existing municipalities or metro districts. New "urban" development within the unincorporated portion of the County necessitates new infrastructure that will have to be maintained by the County. Any large development projects in the unincorporated portion of the County will need the support of public financing and service provision tools, such as a metropolitan district. New development should be encouraged to locate within existing municipalities or metropolitan districts that have the infrastructure capacity to adequately serve new development. Some larger industrial uses are suitable within the unincorporated portions of the County when located near existing employment centers and close to the City of Pueblo city limits (e.g., near the airport). The County should only consider approval of large development projects if they meet the criteria provided in this Regional Development Plan and in accordance with the County's code. Evaluation criteria and guidance for these types of projects is provided within this section of the plan.

Far North Annexation or New Metropolitan District

The City of Pueblo and Pueblo County have received interest from developers at different points in time about the potential for development of a large master planned community a significant distance away from the City of Pueblo in the northern portion of the county. This type of development would need to be annexed or supported through the creation of a new metropolitan district. The fiscal impacts of this type of development on the City and the County were evaluated to guide policy. While this type of development could create the opportunity to expand the potential capture of growth in the County due to its location near other major growth centers (e.g., Colorado Springs), these types of projects would have significant impacts on the City and/or County if approved. The extension of trunk infrastructure (water, sewer, and roadways) would be needed, along with the provision of services (fire, police, etc.), which may create capacity issues for utilities beyond just the connection to the systems. The cost to extend services and infrastructure should be borne by the development, but on-going increases in cost to serve would also be likely for the City and/County. These and other issues would need to be addressed prior to approval of an actual project. This plan includes a set of evaluation criteria to help guide future discussions (See page 98-100).

INFRASTRUCTURE AND SERVICES

Responsibilities for providing infrastructure improvements and services necessitated by development vary by location. This subsection provides an overview of infrastructure and service providers and responsibilities for the City of Pueblo, Metropolitan Districts (Pueblo West and Colorado City), and unincorporated Pueblo County. This overview focuses generally on who provides which services, who maintains them, how they are funded.

Appendix A: State of the County provides additional detail about existing levels of service, infrastructure capacity, and other infrastructure and service considerations relative to individual service providers. In addition, the Area-Specific Goals and Policies in this section address land use considerations influenced by the availability (or lack thereof) of infrastructure and services in different areas.



City of Pueblo

The City of Pueblo and its related utility enterprises provide services to residents of the City in most cases, aside from public education. The entity responsible for building new infrastructure or providing expanded services varies in depending on the context and service provided. Most the burden of infrastructure expansion falls on the developer, while the burden of expansion of services falls on the City. A project developer is required to build and provide all needed water and sewer mains, service lines, local/internal streets, and expansion of existing water and sewer mains and roadways needed to meet increased demands from the project. Developers can be reimbursed for some costs related to trunk infrastructure expansions from future developments/users of the infrastructure; however, this is not guaranteed and is dependent on the timing of other development projects.

The City of Pueblo does have a system for funding current and future needs for water, sewer, and parks that new developments must pay in to, but the responsibility to build and maintain the infrastructure needed to provide ample capacity for service is the City's. New water and sewer users must pay connection fees and plant investment fees that generate funding for capacity expansion. For parks, new development can either dedicate land for park facilities or pay fee in lieu of dedication that the city can use to build new parks and facilities.

The current approach to funding new infrastructure places the cost of growth onto the developer of new projects. While ensuring development "pays its own way" is generally a fiscally prudent policy, the upfront costs for development projects created by this system can lead to piecemeal development and may make it more difficult for projects to able to absorb these costs. The result is that development in the City may be constrained when market demand is not strong enough for these projects to absorb quickly or infrastructure costs are too high for one project to bear. To support more coordinated growth in desired growth areas, the City will need to develop and utilize funding tools that allow for the City to build and provide regional infrastructure upfront—or in concert with—development and be repaid through subsequent developments. Utilizing tools such as impact fees to help support new development can help to increase the capture of new development in the city and direct the market to areas the City is best suited to serve.

Infrastructure and Service Provision Responsibilities: City of Pueblo

Infrastructure/ Service	Provider (Who builds it?)	Owner (Who maintains it?)	Funding Source(s) (Who pays for it?)
Water			
Water Supply	Pueblo Water	Pueblo Water	Water Plant Investment Fee
Water Mains	Developer	Pueblo Water	Developer (upsizing reimbursements from other future users)
Water Service Lines	Developer	Pueblo Water	Developer
Wastewater/Sewer			
Treatment Capacity	Pueblo Wastewater Utility	Pueblo Wastewater Utility	Plant Investment Fee
Sewer Mains	Developer	Pueblo Wastewater Utility	Developer (upsizing reimbursements from other future users)
Transportation			
New Local streets	Developer	City of Pueblo	Developer (upsizing reimbursements from other future users)
Regional street expansion	Developer	City of Pueblo or CDOT	CDOT, PACOG, Developer
Police			
Police service/ response	Pueblo Police Department	Pueblo Police Department	General Fund
Fire and EMS			
New fire stations	Pueblo Fire Department	Pueblo Fire Department	General Fund, Capital Improvement Fund
Fire and EMS service/ response	Pueblo Fire Department	Pueblo Fire Department	General Fund
Parks and Recreation			
New parks	City of Pueblo, Developer	City of Pueblo	Park Land Dedication, Fee in Lieu of Dedication, special districts
Schools			
New schools	School District	School District	None



Metropolitan Districts

The provision of infrastructure and municipal services within the County's two large metropolitan districts—Pueblo West and Colorado City—creates a more fragmented service provision network (compared to the City of Pueblo) but does allow for residents and businesses to be provided services authorized in the metropolitan district's service plan, through available annual funding. The major service provider roles are split between the metropolitan district and Pueblo County. For Pueblo West and Colorado City, the metropolitan districts provide water and sewer services to residents in most cases. However, not all the subdivided lots in Colorado City are served by the metropolitan district. The metropolitan districts also provide transportation maintenance services in conjunction with the County. For Pueblo West, Highway User Tax Fund proceeds are distributed from the County to the metro district to help maintain roadways, with the rest of funding generated by the metro district's General Fund. The Pueblo West Metropolitan District provides fire services to residents and businesses in the district. Colorado City relies on service from the Rye Fire Department. New parks and recreation facilities are built through piecemeal improvements by the metropolitan districts or voluntary dedications from development projects.

Infrastructure and Service Provision Responsibilities: Metropolitan Districts

Infrastructure/ Service	Provider (Who builds it?)	Owner (Who maintains it?)	Funding Source(s) (Who pays for it?)
Water			
Water Supply	Metro District	Metro District	Plant Investment Fee
Water Mains	Developer	Metro District	Developer
Water Service Lines	Developer	Metro District	Developer
Wastewater/Sewer			
Treatment Capacity	Metro District	Metro District	Plant Investment Fee
Sewer Mains	Developer	Metro District	Developer
Transportation			
New Local streets	Developer	Metro District	General Fund, HUTF
Regional street expansion	Developer	Pueblo County, CDOT	Pueblo County, CDOT, PACOG, Developer
Police			
Police service/ response	Pueblo County Sheriff	Pueblo County Sheriff	County General Fund
Fire and EMS			
New fire stations	Metro District/ Alternative Fire District	Metro District/ Alternative Fire District	For PWMD: General Fund, Dedicated Sales Tax
Fire and EMS service/ response	Metro District/ Alternative Fire District	Metro District/ Alternative Fire District	For PWMD: General Fund, Dedicated Sales Tax
Parks and Recreation			
New parks	Metro District	Metro District	For PWMD: General Fund, Grants
Schools			
New schools	School District	School District	None



Unincorporated Pueblo County

Developments in the unincorporated portions of Pueblo County do not necessarily have access to municipal services. The provision of water and sewer is dependent on the presence of a water/sewer district or is provided via individual water wells and septic tank/field treatment. There are seven individual water districts providing water service in the County, some of which also provide wastewater services. The districts include the Pueblo Board of Water Works (Pueblo Water), the Pueblo West Metro District and Colorado City Metro Districts, the St. Charles Mesa Water District, Avondale Water and Sanitation District, Pine Drive Water, Beulah Water, and the Town of Boone Sanitation District. Except for Pueblo Water, the ability of these districts to expand capacity to serve new development is limited in most cases and the presence of plant or capacity investment fees is limited. An explanation of each district's service area, current and projected capacity, treatment and processing system, and related considerations is provided in Appendix A. Transportation access is provided via existing county, state, or federal roads with any internal circulation provided on privately maintained roadways.

The Pueblo County Sheriff provides police services and base level fire services that prevent major public health and safety issues. Individual fire response or property protection services are not provided and at a level of service found within a city or existing fire district. There are a handful of small, volunteer fire protection districts in the County but comprehensive coverage does not exist, leaving many rural areas without fire protection.

Infrastructure and Service Provision Responsibilities: Unincorporated Pueblo County

Infrastructure/ Service	Provider (Who builds it?)	Owner (Who maintains it?)	Funding Source(s) (Who pays for it?)
Water			
Water Supply	Water District or Developer	Water District OR individual property owner	Developer
Water Mains	Developer	Water District OR individual property owner	Developer
Water Service Lines	Developer	Water District OR individual property owner	Developer
Wastewater/Sewer			
Treatment Capacity	Sewer District or Developer	Sewer District OR individual property owner	Developer
Sewer Mains	Developer	Sewer District OR individual property owner	Developer
Transportation			
Local streets	Developer	Property owner, HOA	Developer
Regional streets	Developer	CDOT, Pueblo County	Pueblo County, CDOT, Developer
Police			
Police service/ response	Pueblo County Sheriff	Pueblo County Sheriff	County General Fund
Fire and EMS			
New fire stations	Developer or None	Fire Protection District	Developer
Fire and EMS response	Fire Protection District or Pueblo County Sheriff	Fire Protection District or Pueblo County Sheriff	District Mill Levy or County General Fund
Parks and Recreation			
New parks	Developer or None	Property owner, HOA	Developer
Schools			
New schools	School District	School District	None

EVALUATION CRITERIA FOR MAJOR PROJECTS

The City of Pueblo and Pueblo County periodically receive proposals for large development projects in unincorporated portions of the County. Generally, these projects are brought forward seeking one of two things: 1) annexation into the City of Pueblo; or 2) formation of a new metropolitan district to support development. Pueblo County has direction for site selection and development of new communities within the County's land use code (Title 17 – Land Use, Division II, Chapter 17.160). This subsection provides definitions of terms and evaluation criteria policy for both the City of Pueblo and Pueblo County for consideration of major development projects in unincorporated Pueblo County.

MAJOR PROJECT DEFINITION

Pueblo County

Pueblo County defines a major project needing a permit as a project that meets one or more of the following criteria:

- Is planned for a minimum population of 500 persons within five years or is planned to have an ultimate population of 2,500 persons.
- Is planned for or requires municipal incorporation.
- Is planned for or requires formation of a special district.
- Is planned for or requires expansion of a water or sewer district that is greater than ten percent of the population within the existing district.
- Requires a change in existing zoning that provides for a doubling of density on 500 or more acres of land.
- Is planned for 200 contiguous acres of non-residential development.
- Is planned for or requires annexation to any incorporated portion of the County but is not in compliance with the Regional Comprehensive Plan or specific plans for impacted jurisdictions.

City of Pueblo

For the purposes of the City of Pueblo, development projects meeting the one or more of the following criteria shall be subject to evaluation and criteria beyond those provided within the Municipal Annexation Act of 1965 and the Poundstone II amendment of 1980 (Colo. Constitution Art. II, Sec. 30) and should be subject to guidelines set forth within existing and future intergovernmental agreements (IGAs) between the City and Pueblo County.

- Is planned for or require formation of a special district.
- Is planned for an area outside current or planned fire service areas that allow for fire responses within the City's target response time guidelines.
- Requires the extension of water and sewer main lines more than three miles from existing terminus.
- Requires a significant increase in water resources or sewer treatment capacity necessitating investment beyond expansion already planned for.
- Is not in compliance with the Regional Comprehensive Plan or specific plans for the City or other impacted jurisdictions.

Major Project Annexation Criteria

All proposed annexation into the City of Pueblo must be done in accordance with Colorado law including criteria provided in the Municipal Annexation Act of 1965 and the Poundstone II Amendment of 1980 (Colo. Constitution Art. II, Sec. 30). Annexation may take place in three ways: 1) landowner petition (C.R.S. 31-12-107(1)); 2) Annexation election (C.R.S. 31-12-107(2), or 3) Unilateral annexation of enclave or municipally owned land (C.R.S. 31-12-106). Annexation must meet all eligibility criteria provided in Chapter 31, section 12 of the Colorado Revised Statutes. Projects that match one or more of the major project definitions for the City of Pueblo provided on page 98 should also be subject to review based on the following evaluation criteria. A proposed development must at a minimum meet the following criteria to be considered for annexation.

- Should be consistent and promote the development goals provided in the Regional Comprehensive Plan.
- Must provide and/or fund all needed extension and expansion of water and sewer mains needed to serve the project.
- Must fund any needed expansions to water or sewer service capacity needed to support the project including the dedication or purchase of water rights, contributions for expansion of sewer treatment capacity, or provision of private treatment of wastewater to reduce impact on treatment capacity for the City.
- The dedication of land and/or construction of facilities needed to expand fire and police services to the development that meet level of service standards for the rest of the city.
- Follow any intergovernmental agreements.
- Provide resources or shared maintenance agreements that reduce the fiscal burden on the City of Pueblo for maintenance of public facilities and infrastructure within the project.

Formation of New Title 32 Special or Metropolitan Districts

In connection with major development projects in the unincorporated County, the County should strongly encourage annexation if the City demonstrates both the intent and ability to annex and extend municipal services to the development area in the near future. The County should consider abstaining from issuing the requisite County land use approvals in a case where municipal services are required and can only be obtained from a municipality and the extension of such services can be undertaken in a timely manner that accommodates the projected build-out period of the development. For projects requesting the use of a special or metropolitan district, the following criteria for new communities codified in Chapter 17.160 of the Pueblo County Code must be met to obtain a permit from the County, which are:

- There is sufficient existing and projected need within the County and region to warrant and support the proposed activity.
- All environmental impacts, to the extent that the same are determined by the Board to be adverse, will be mitigated or compensated for.
- The proposed activity, in the opinion of the Board, will not conflict with surrounding land uses either as they exist currently, or as proposed by local plans and programs previously approved by the commission or by the governing body of the territory of local government in which the proposed activity lies.
- The activity will provide for transportation, waste and sewage disposal, water, schools, parks and recreation, and other services deemed necessary by the Board in sufficient quality and quantity to meet the needs created by the proposed activity, and in a manner which will not overload the facilities which provide such services existing within the area of the activity.
- The proposed activity will not make demands upon natural resources, including, but not limited to, energy resources, which demands are, in the opinion of the Board, excessive when compared with the value of the activity.

- The proposed activity is, in the opinion of this Board, of general benefit to the residents of the County and region.
- The proposed activity does not conflict with the "Guidelines for Administering New Communities, as a Matter of State Interest Under House Bill 1041,"issued by the Colorado Land Use Commission.
- The proposed activity does not conflict with the Comprehensive Plan of the City and County of Pueblo adopted in 1967, and as subsequently amended and modified.
- The proposed activity shall, prior to the public hearing upon the application for its permit to conduct the activity, have been reviewed by the Land Use Advisory Committee.

In addition, the criteria detailed below should be met for the County to approve requests for the formation of a special or metropolitan district. In most cases, the County should encourage the use of special districts multiple services and limit single purpose special districts.

- Should be consistent and promote the development goals provided in the Regional Comprehensive Plan.
- Must provide needed water and sewer services via the district or is able to fund all needed extension and expansion of water and sewer mains needed to serve the project from an existing district.
- Must be able to provide capacity for water and sewer service needed to support the fully developed project and is able to fund any needed expansions to water or sewer service capacity needed to support growth.
- The ability to provide fire protection services through the formation of a new fire district or expansion of service area of existing fire protection district.
- The dedication of land and/or construction of facilities needed to provide and expand fire and sheriff services to the development.
- Follow any intergovernmental agreements.
- Provide resources or shared maintenance agreements that reduce the fiscal burden on Pueblo County for maintenance of public facilities and infrastructure within the project.

FUTURE LAND USE PLAN

Overview

The Future Land Use Plan depicts a shared vision for the physical growth of the Pueblo County region. The plan includes a map that depicts locations for different types of land uses and a description of each land use category. Land use categories are grouped into four categories:

- Neighborhoods
- Commercial and Mixed-Use Areas
- Employment Areas
- Other Areas

Land use category descriptions outline the primary and supporting land uses, density, and existing and/or desired characteristics typically associated with each. While the land use category descriptions are intended to provide some degree of predictability about the types and intensities of uses that are desired in different locations, they are also intended to offer flexibility as they are applied to individual sites.

Additional map extents for specific locations within Pueblo County are provided with the area-specific goals and policies starting on page 129.

Relationship to Zoning

Future zone changes should generally adhere to the land use category boundaries depicted on the Future Land Use Plan, but flexibility in interpretation of the boundary may be granted the County, City, metropolitan district, or applicable municipality, provided the proposed change is consistent with the regional goals and policies outlined in Section 2.

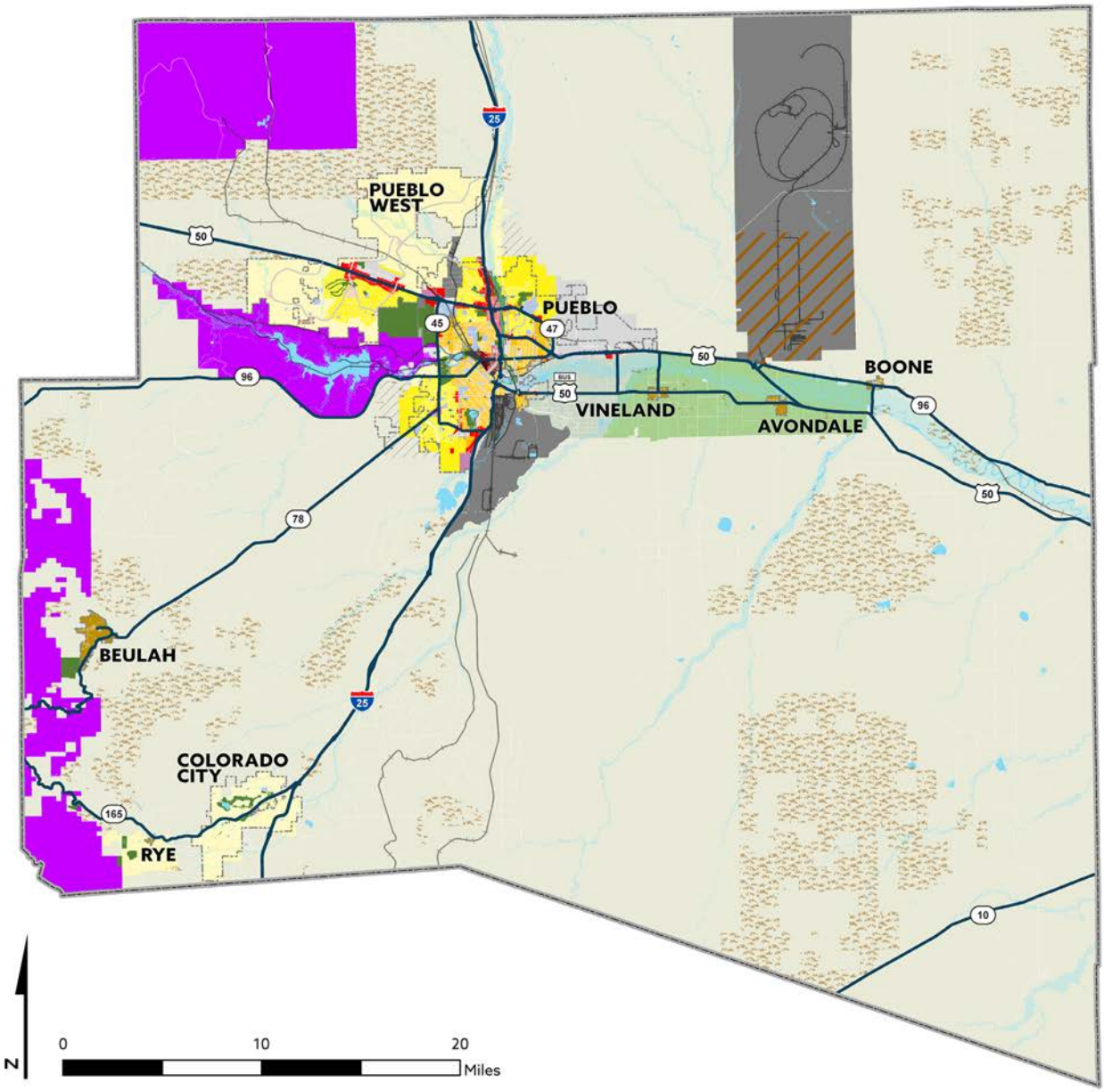


LAND USE AND TRANSPORTATION LINKAGES

The Pueblo Area Council of Government (PACOG) is the Metropolitan Planning Organization charged with short- and long-term transportation planning in the Pueblo region, as required by federal statute. PACOG's 2045 Long Range Transportation Plan establishes a 25-year vision for the Pueblo County's transportation system. The LRTP provides a list of priority transportation projects to meet the current and future needs of the region. The LRTP addresses all types of travel including driving, biking, walking, public transportation, and freight.

As part of periodic updates to the LRTP, the Future Land Use Plan is used to model the anticipated location, type, and intensity of future land patterns in different parts of the region. The results of this analysis are used to understand where improvements to existing roadway may be needed, as well as to guide planning for future roadways and other transportation improvements. The general alignment of planned roadways (from the 2045 LRTP) are illustrated on Future Land Use map. Refer to the LRTP for details about plans for specific alignments.

Future Land Use: Pueblo County



Future Land Use

NEIGHBORHOODS
- Agricultural Neighborhood (AN)
- Rural Neighborhoods (RN)
- Suburban Neighborhoods (SN)
- Urban Neighborhoods (UN)

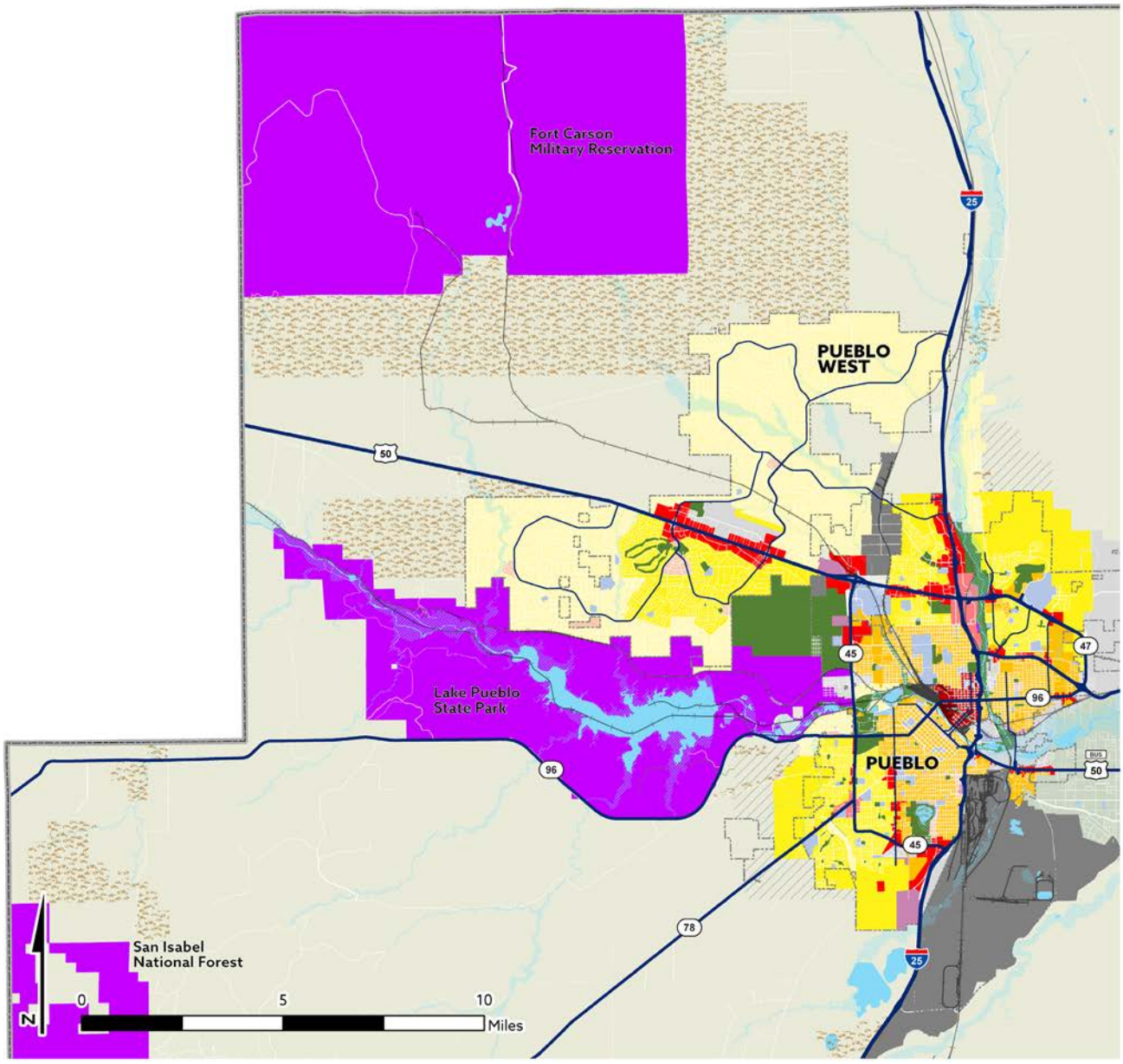
COMMERCIAL & MIXED-USE
- Rural Communities (RC)
- Neighborhood Mixed-Use (NMU)
- Mixed-Use Activity Center (MUAC)
- Downtown Mixed-Use (DTMU)
- Commercial Mixed-Use (CMU)
- Institutional Mixed-Use (IMU)

EMPLOYMENT AREAS
- Employment (EMP)
- Light Industry (LI)
- Trans.-Dependent Industry (TDI)

OTHER
- Rural Ranch (RR)
- Production Agriculture (AG)
- Parks and Open Space (POS)
- State and Federal Lands (SFL)
- Cities, Towns, and Places
- Conservation Easements
- Floodzones
- Rivers, Lakes, and Streams
- Special Develop. Area (SDA)
- PuebloPlex

Source: City of Pueblo, Pueblo County, CDOT, CDPHE

Future Land Use: Pueblo County (Northwest)



Future Land Use

NEIGHBORHOODS
- Agricultural Neighborhood (AN)
- Rural Neighborhoods (RN)
- Suburban Neighborhoods (SN)
- Urban Neighborhoods (UN)

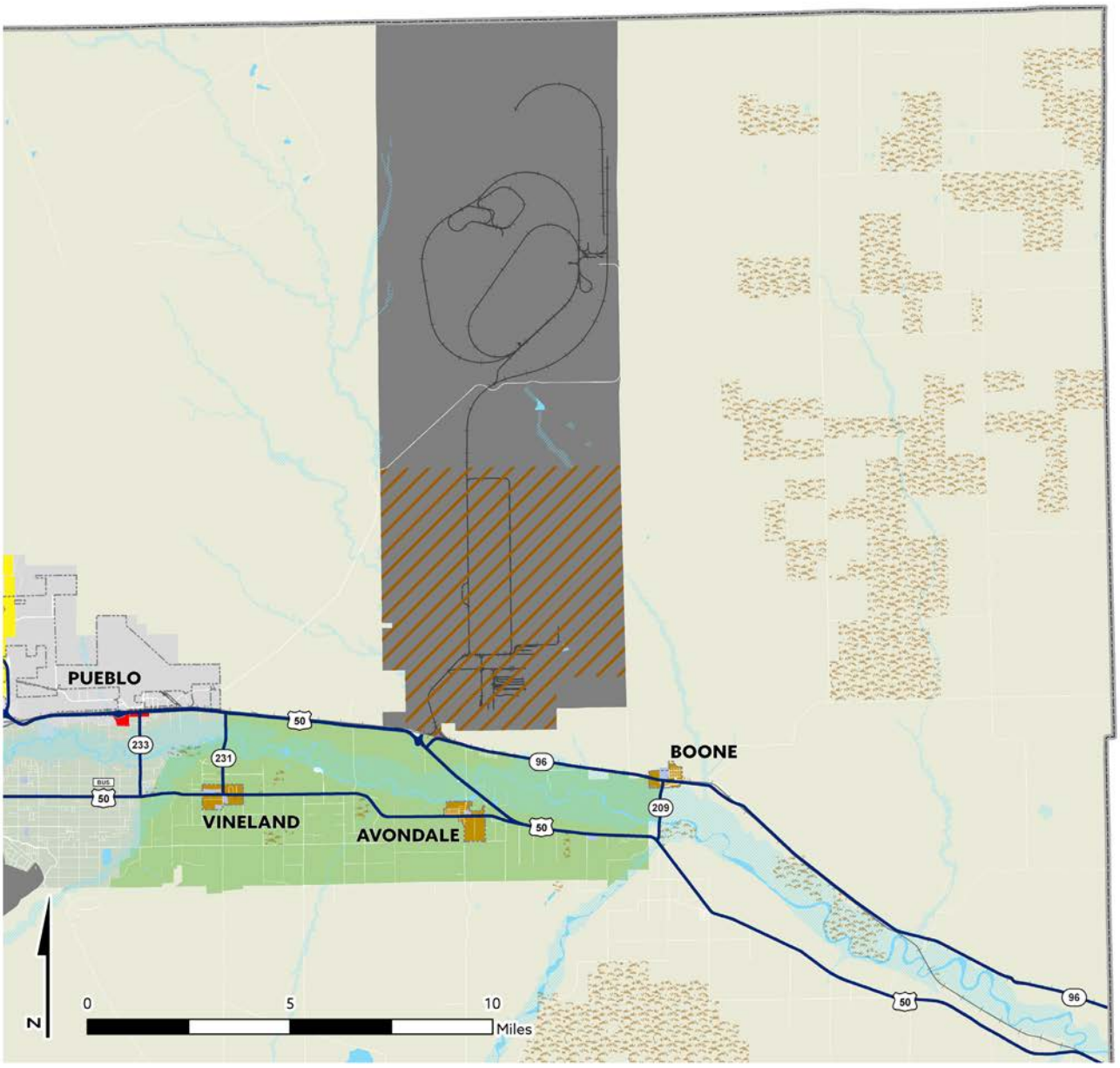
COMMERCIAL & MIXED-USE
- Rural Communities (RC)
- Neighborhood Mixed-Use (NMU)
- Mixed-Use Activity Center (MUAC)
- Downtown Mixed-Use (DTMU)
- Commercial Mixed-Use (CMU)
- Institutional Mixed-Use (IMU)

EMPLOYMENT AREAS
- Employment (EMP)
- Light Industry (LI)
- Trans.-Dependent Industry (TDI)

OTHER
- Rural Ranch (RR)
- Production Agriculture (AG)
- Parks and Open Space (POS)
- State and Federal Lands (SFL)
- Pueblo County Boundary
- Conservation Easements
- Cities, Towns, and Places
- Floodzones
- Rivers, Lakes, and Streams
- Special Develop. Area (SDA)

Source: City of Pueblo, Pueblo County, CDOT, CDPHE

Future Land Use: Pueblo County (Northeast)



Future Land Use

NEIGHBORHOODS
- Agricultural Neighborhood (AN)
- Rural Neighborhoods (RN)
- Suburban Neighborhoods (SN)
- Urban Neighborhoods (UN)

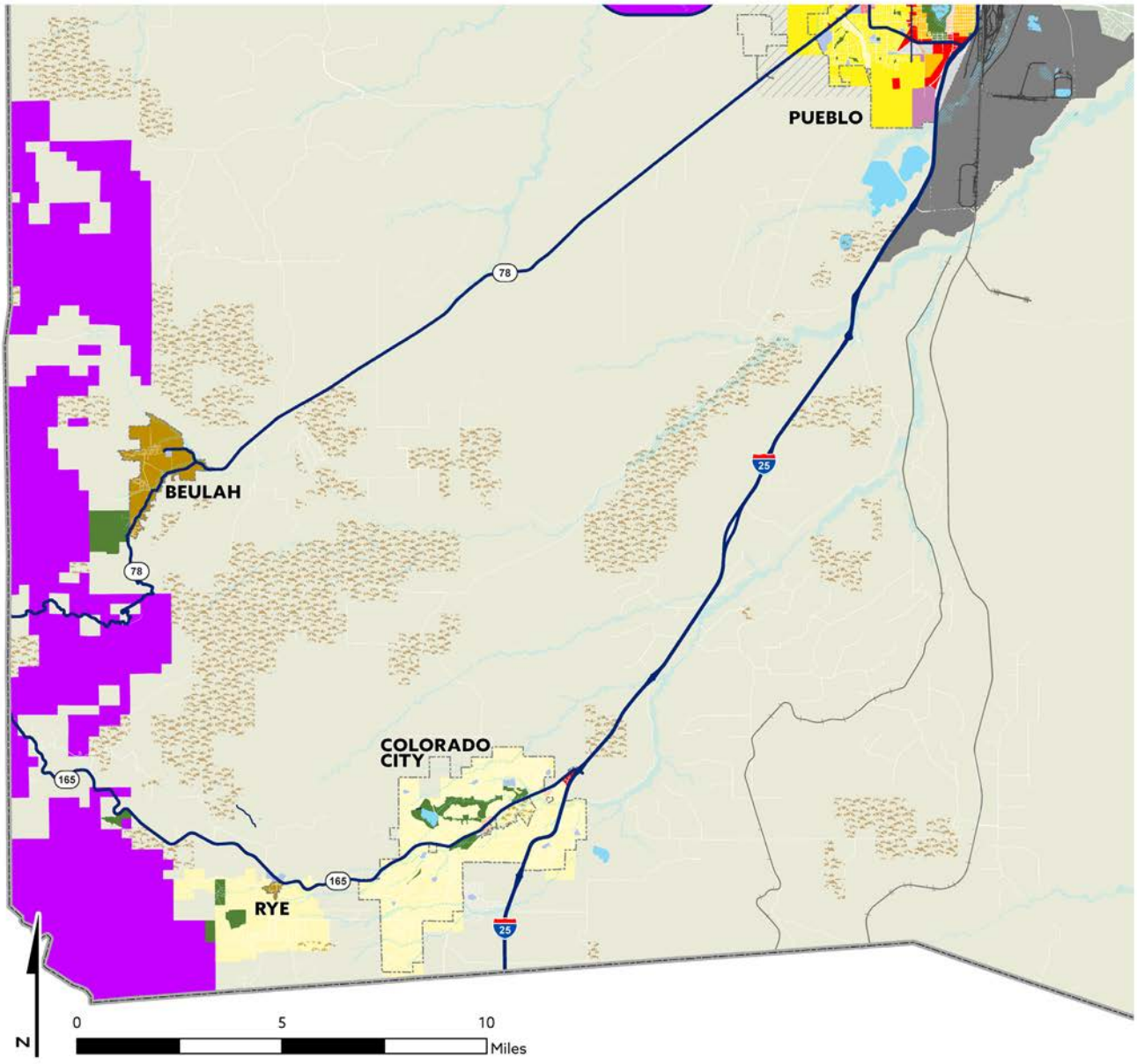
COMMERCIAL & MIXED-USE
- Rural Communities (RC)
- Neighborhood Mixed-Use (NMU)
- Mixed-Use Activity Center (MUAC)
- Downtown Mixed-Use (DTMU)
- Commercial Mixed-Use (CMU)
- Institutional Mixed-Use (IMU)

EMPLOYMENT AREAS
- Employment (EMP)
- Light Industry (LI)
- Trans.-Dependent Industry (TDI)

OTHER
- Rural Ranch (RR)
- Production Agriculture (AG)
- Parks and Open Space (POS)
- State and Federal Lands (SFL)
- Pueblo County Boundary
- Conservation Easements
- Cities, Towns, and Places
- Floodzones
- Rivers, Lakes, and Streams
- Special Develop. Area (SDA)
- PuebloPlex

Source: City of Pueblo, Pueblo County, CDOT, CDPHE

Future Land Use: Pueblo County (Southwest)



Future Land Use

NEIGHBORHOODS
- Agricultural Neighborhood (AN)
- Rural Neighborhoods (RN)
- Suburban Neighborhoods (SN)
- Urban Neighborhoods (UN)

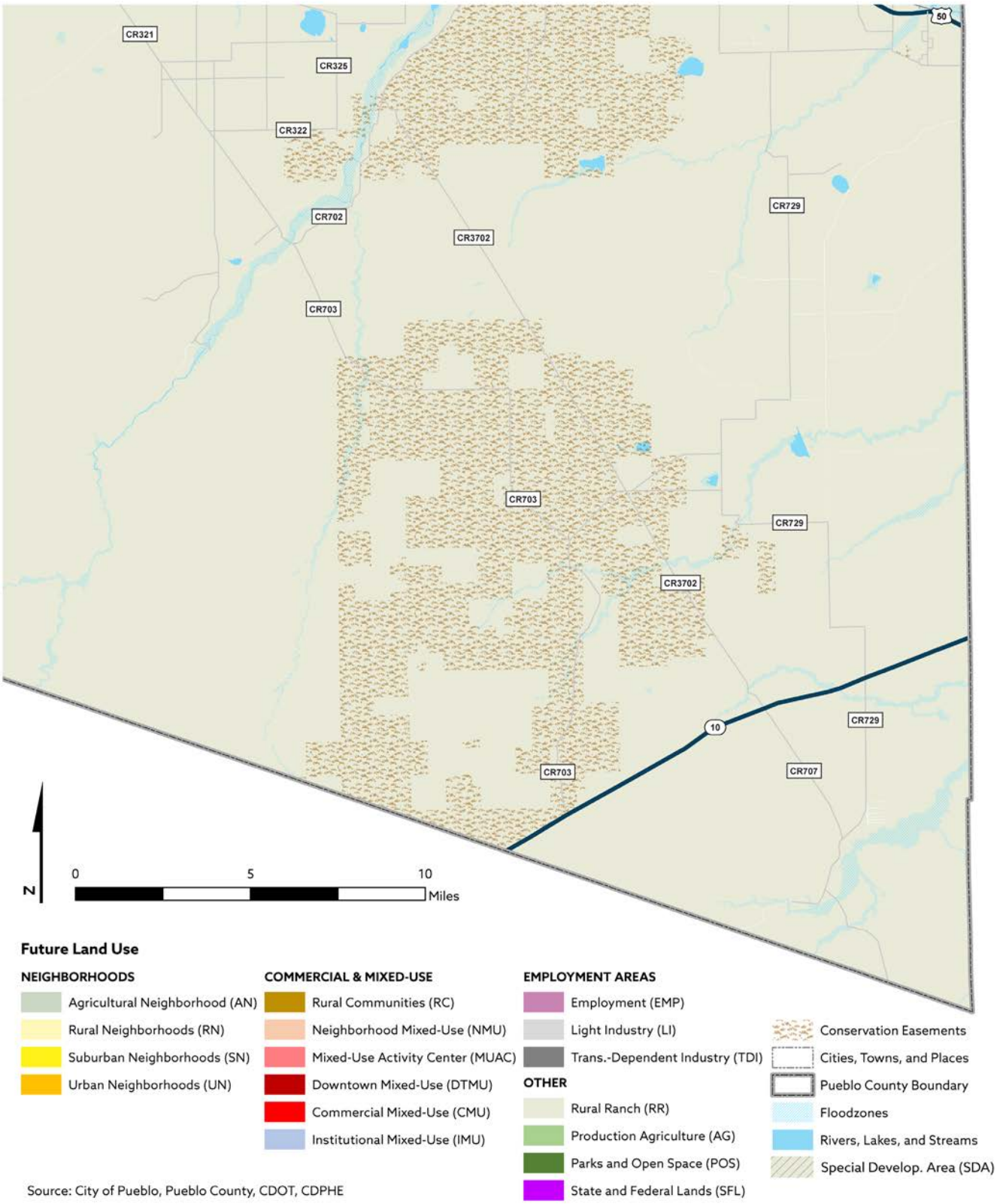
COMMERCIAL & MIXED-USE
- Rural Communities (RC)
- Neighborhood Mixed-Use (NMU)
- Mixed-Use Activity Center (MUAC)
- Downtown Mixed-Use (DTMU)
- Commercial Mixed-Use (CMU)
- Institutional Mixed-Use (IMU)

EMPLOYMENT AREAS
- Employment (EMP)
- Light Industry (LI)
- Trans.-Dependent Industry (TDI)

OTHER
- Rural Ranch (RR)
- Production Agriculture (AG)
- Parks and Open Space (POS)
- State and Federal Lands (SFL)
- Pueblo County Boundary
- Conservation Easements
- Cities, Towns, and Places
- Floodzones
- Rivers, Lakes, and Streams
- Special Develop. Area (SDA)

Source: City of Pueblo, Pueblo County, CDOT, CDPHE

Future Land Use: Pueblo County (Southeast)



Future Land Use

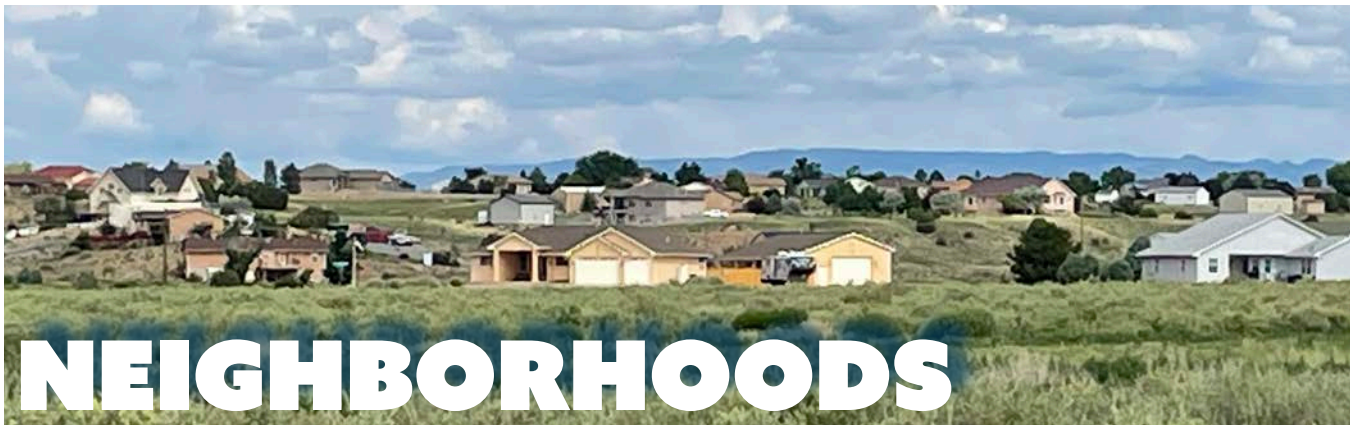
NEIGHBORHOODS
- Agricultural Neighborhood (AN)
- Rural Neighborhoods (RN)
- Suburban Neighborhoods (SN)
- Urban Neighborhoods (UN)

COMMERCIAL & MIXED-USE
- Rural Communities (RC)
- Neighborhood Mixed-Use (NMU)
- Mixed-Use Activity Center (MUAC)
- Downtown Mixed-Use (DTMU)
- Commercial Mixed-Use (CMU)
- Institutional Mixed-Use (IMU)

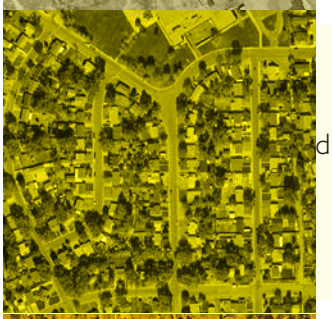
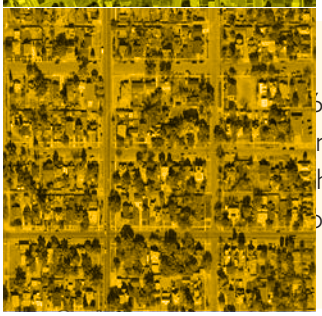
EMPLOYMENT AREAS
- Employment (EMP)
- Light Industry (LI)
- Trans.-Dependent Industry (TDI)

OTHER
- Rural Ranch (RR)
- Production Agriculture (AG)
- Parks and Open Space (POS)
- State and Federal Lands (SFL)
- Conservation Easements
- Cities, Towns, and Places
- Pueblo County Boundary
- Floodzones
- Rivers, Lakes, and Streams
- Special Develop. Area (SDA)

Source: City of Pueblo, Pueblo County, CDOT, CDPHE



NEIGHBORHOODS

Name	Aerial	Density	Locations
AN **AGRICULTURAL NEIGHBORHOOD**		1 dwelling unit/	St. Charles Mesa (west of the St. Charles River)
RN **RURAL NEIGHBORHOOD**		1 dwelling unit re (lots range to 5 dwelling er acre)	Majority of Pueblo West and Colorado City
SN **SUBURBAN NEIGHBORHOOD**		dwelling units per	City of Pueblo and portions of Pueblo West
UN **URBAN NEIGHBORHOOD**		dwelling units re, but may her in some ns	Core area neighborhoods in City of Pueblo

AN AGRICULTURAL NEIGHBORHOOD





Primary Land Uses

Crop and food production

Supporting Land Uses

Single-family detached homes, accessory dwelling units, farm stands, equestrian uses, low-intensity agriculture, limited commercial services, associated outbuildings, agri-tourism, and other complementary uses

Density

Up to 1 dwelling unit per acre

Locations

Applies to the St. Charles Mesa (west of the St. Charles River).

Characteristics

- Allows for limited residential development; however, the retention of Prime (Irrigated) Farmland and Prime Agricultural Land is a priority.
- Supporting uses should be sited to protect the long-term viability of agricultural uses and minimize conflicts. Access for heavy equipment and irrigation canals should be maintained as new uses are introduced over time.
- Where subdivision occurs, clustering and other conservation-oriented strategies should be incorporated to help maintain larger, contiguous parcels for agricultural use.
- A particular emphasis should be placed on the retention of parcels (or portions of parcels) that are actively being used for crop or food production, and/or are documented as being Prime (Irrigated) Farmland).
- Urban services and amenities are limited.
- Roads should be designed to accommodate local traffic and the safe movement of agricultural machinery, with wide shoulders to accomodate pedestrians and bicycles.
- Transit service is generally not present.

RN RURAL NEIGHBORHOOD





Primary Land Uses

Single-family detached homes on large lots

Supporting Land Uses

Neighborhood-scale commercial, retail, and services; accessory dwelling units; farm stands; equestrian uses; small-scale crop and food production; associated outbuildings; trails; public facilities; and other complementary uses

Density

Up to 1 dwelling unit per acre (lots range from 1 to 5 dwelling units per acre)

Locations

Applies to large portions of Pueblo West and Colorado City.

Characteristics

- Rural Neighborhoods are semi-rural character and generally do not have public sewer service, sidewalks, or other urban amenities.
- Large lots offer flexibility for detached garages, stables, and other outbuildings (consistent with local architectural controls).
- Use of walls and privacy fencing are limited, maintaining visibility and wildlife corridors between lots, and reinforcing the semi-rural character.
- Allowances for accessory dwelling units may be limited based on the availability of water.
- Clustering and other conservation-oriented strategies are encouraged to protect environmentally sensitive areas, maintain working agricultural or ranch land (where applicable), and preserve common open space for residents.
- Paved and unpaved trails provide connections within and between neighborhoods for people walking, biking, or on horseback.
- Transit service is generally not present.

SN SUBURBAN NEIGHBORHOOD





Primary Land Uses

Single-family detached homes

Supporting Land Uses

Accessory dwelling units; single-family attached homes; duplexes; townhomes; neighborhood-scale commercial, retail and services; parks; schools; community gardens; public facilities; and other complementary uses.

Density

2 to 5 dwelling units per acre

Locations

Applies to neighborhoods on the fringes of the City of Pueblo, and in portions of Pueblo West.

Characteristics

- Suburban Neighborhoods are predominantly single-family detached and attached homes on similarly sized lots and future development accommodates a similar mix of lot sizes and housing types.
- Curvilinear streets and cul-de-sacs are typical in Suburban Neighborhoods built between the 1950s and 2000s.
- New neighborhoods should be designed with a mix of housing types.
- Pedestrian and bicycle connectivity should be provided within and between neighborhoods.
- Transit service is generally limited in coverage and frequency due to lower densities associated with most Suburban Neighborhoods.

UN URBAN NEIGHBORHOOD





Primary Land Uses

Single-family detached and attached homes, duplexes, and townhomes

Supporting Land Uses

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

Residential Density

6 to 16 dwelling units per acre, but may be higher in some locations.

Locations

Applies to centrally-located neighborhoods in the City of Pueblo, but may also apply to newer neighborhoods with a mix of housing types and/or a traditional neighborhood character.

Characteristics

- Provides for traditional urban neighborhoods—those generally built before 1950 and comprising many of 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.



COMMERCIAL AND MIXED-USE AREAS

Name	Aerial	Density	Locations
RC RURAL COMMUNITIES		dwelling units per	Statutory towns (Boone and Rye) and Census designated places (Beulah Valley and Avondale)
NMU NEIGHBORHOOD MIXED-USE		lly less than 16 ng units per acre	Historic "main streets" in City of Pueblo and newer neighbor-hood-serving centers.
MUAC MIXED-USE ACTIVITY CENTER		elling units per r higher	Areas planned for future redevelopment (outside of Downtown)
DTMU DOWNTOWN MIXED-USE		by context, ng 20 dwelling er acre or higher	Downtown Pueblo
CMU COMMERCIAL MIXED-USE		elling units per r higher typical	Highway and arterial corridors (e.g. I-25, Hwy 50, Pueblo Blvd., Hwy 47, Santa Fe Dr.)
IMU INSTITUTIONAL MIXED-USE			Varies

RC RURAL COMMUNITIES





Primary Land Uses

Single-family detached homes

Supporting Land Uses

Accessory dwelling units; neighborhood-scale commercial, retail and services; offices; light and artisan manufacturing; parks; schools; places of worship; libraries; community gardens; and other complementary uses.

Density

Generally 1 to 5 dwelling units per acre, but may be higher in some locations.

Locations

Applies to the Beulah Valley and Avondale communities, and the statutory towns of Rye and Boone.

Characteristics

- Each Rural Community contains a mix of residential, commercial, and light industrial activities guided by local needs.
- The scale and intensity of new uses should be compatible with the surrounding context to minimize impacts.
- Community amenities vary, but may include parks, recreation centers, community centers, and places of worship.
- Paved and unpaved streets accommodate local traffic, the movement of agricultural machinery, and people walking, biking, and on horseback.
- Transit service is generally not present.

NMU NEIGHBORHOOD MIXED-USE





Primary Land Uses

Retail, restaurants, offices, commercial services, and other professional services

Supporting Land Uses

Multi-family dwellings, community facilities, and other neighborhood-serving uses

Density

Typically less than 16 du/ac, but may be higher based on community and neighborhood context.

Locations

Applies to portions of Abriendo Avenue, Lincoln Street, East 4th Street, Lake Avenue, Main Street and Broadway in Mesa Junction, and other nodes in the City of Pueblo, as well as existing/proposed nodes in Pueblo West and Colorado City.

Characteristics

- Accommodates small-scale retail and commercial activity, and neighborhood-supportive services that provide residents with access to everyday needs within walking-or bicycling distance from home.
- Applies to historic "main streets" in the City of Pueblo, several of which served as the downtown hubs of the three towns that were incorporated as part of what is now Pueblo: Bessemer, Central Pueblo, and South Pueblo.
- Regardless of their location, these areas should feature wide sidewalks, outdoor seating areas, bike lanes, and transit service (where feasible) to serve local businesses and the surrounding neighborhood.

MUAC MIXED-USE ACTIVITY CENTER





Primary Land Uses

Retail, offices, and multi-family dwellings

Supporting Land Uses

Townhomes, parks, community gardens, and other complementary uses

Density

20 dwelling units per acre or higher typical with appropriate transitions to adjacent lower intensity uses.

Locations

This designation would apply to future redevelopment of regional commercial centers, such as the former K-mart site on North Elizabeth Street and the Pueblo Mall area.

Characteristics

- Provides opportunities for the redevelopment and reactivation of malls, large format retail, and other commercial centers into compact mixed-use neighborhoods that serve as community and regional destinations.
- Mixed-Use Activity Centers should incorporate retail, offices, live-work spaces, and a mix of higher-density housing options with on-site amenities and community common spaces.
- Higher-intensity uses and taller structures should be oriented toward the center of the site and along major corridors with gradual transitions to surrounding low-density neighborhoods.
- Continuous pedestrian, bicycle, and vehicular connections should be provided along corridors and to adjacent neighborhoods.
- High-frequency transit service should connect these areas with Downtown Pueblo and other regional destinations.

DTMU DOWNTOWN MIXED-USE





Primary Land Uses

Offices, retail, higher-density residential, and public uses

Supporting Land Uses

Cultural facilities, civic/government facilities, offices, light manufacturing, plazas, pocket parks, and other public spaces

Density

Varies by downtown district and historic context. Opportunities for higher-density development (20 du/acre or more) exist with appropriate transitions to lower intensity uses.

Location

Applies solely to Downtown Pueblo

Characteristics

- Contains a diverse mix of uses, including housing, retail, offices, civic uses, and light industry, which are concentrated in the historic core of the City of Pueblo.
- Adaptive reuse of historic structures, as well as infill and redevelopment, is encouraged to promote the activation of underutilized structures and a higher concentration of housing and jobs.
- New development should prioritize the efficient use of land, complementing existing historic structures, and accommodating a diversity of residents and employment opportunities.
- Streets, sidewalks, bicycle infrastructure, and amenity-rich public spaces make Downtown active, safe, enjoyable, and people-centric.
- Transit service connects the rest of the community with the jobs, housing, entertainment, services, amenities, and events that take place in these areas.

CMU COMMERCIAL MIXED-USE





Primary Land Uses

Large-format retail, personal services, offices, and entertainment

Supporting Land Uses

Multi-family residential and other supporting services

Density

16 dwelling units per acre or higher typical. Concentrated nodes of higher-intensity development are encouraged at major intersections, near existing or planned transit stations, or in other locations suitable for more intensive uses.

Location

Applies to sections of I-25, Highway 50, Pueblo Boulevard, Highway 47, and Santa Fe Drive.

Characteristics

- Mix of commercial, employment, and service-oriented uses that serve adjacent neighborhoods and the broader region.
- Infill and redevelopment is encouraged to reduce surface parking, revitalize underutilized areas.
- While most existing Commercial Mixed-Use areas have a limited mix of uses, the introduction of a broader mix of uses—including multi-family residential—is encouraged.
- These auto-oriented corridors should prioritize the safety and comfort of all road users and transition over time to prioritize the safety, comfort, and accessibility of people walking, biking, and taking transit.

IMU INSTITUTIONAL MIXED-USE





Primary Land Uses

Hospitals, governmental campuses, educational institutions, and other public and semi-public uses

Supporting Land Uses

Medical offices, lodging, restaurants, dormitories, and multi-family residential

Residential Density

Varies

Locations

Applies to public and semi-public uses such as hospitals, governmental complexes, the State Fair and Rodeo grounds, Pueblo Community College, Colorado State University-Pueblo, high schools, cemeteries, etc.

Characteristics

- Accommodates public and semi-public facilities with a regional service area that may contain a mix of complementary uses.
- Uses and intensity vary by location, based on the size and scale of the facility.
- Pedestrian, bicycle, and transit access is essential to providing easy access to these amenity-rich areas.



EMPLOYMENT AREAS

Name	Aerial	Density	Locations
EMP **EMPLOYMENT**			Community gateways, southern portion of PuebloPlex
LI **LIGHT INDUSTRIAL**			Airport Industrial Park, portions of the Pueblo West Industrial Park, areas of south Pueblo along I-25
TDI			Planned employment areas with rail and highway access, such as PuebloPlex, EVRAZ, and Vestas

EMP EMPLOYMENT





Primary Land Uses

Offices, light manufacturing, research and development, wholesaling, flex space, and service centers

Supporting Land Uses

Retail, restaurants, hotels, and other support services

Density

Varies

Locations

Generally located near gateways to Pueblo, including the southern portion of PuebloPlex and portions of the Pueblo West Industrial Park.

Characteristics

- Industrial parks, business parks, and planned, campus-like settings are common features of these areas. Supporting uses are intended to serve employees in the immediate vicinity.
- Facilities are typically smaller and feature less impactful uses than those found in areas designated as Light Industry or Transportation-Dependent Industry.
- Outdoor storage is limited and generally must be screened.
- Sidewalks are common and bike lanes should be provided along connecting roadways,
- Transit service varies by location and the types of uses present.

LIGHT INDUSTRY





Primary Land Uses

Research and development, manufacturing/processing, maintenance/repair shops, warehousing, and distribution

Supporting Land Uses

Limited retail, restaurants, other support services

Density

Varies

Locations

This designation includes the Airport Industrial Park, portions of the Pueblo West Industrial Park, areas of South Pueblo along I-25, and an area east of Runyon Park near the Arkansas River.

Characteristics

- Includes more intensive industrial uses that require larger sites and have a greater impact on surrounding areas, including uses that feature outdoor storage and other on-site activities. Supporting uses are intended to serve employees in the immediate vicinity.
- Sidewalks, bike lanes, and transit service are generally limited.

TDI TRANSPORTATION-DEPENDENT INDUSTRY





Primary Land Uses

Manufacturing, heavy industry, agricultural processing, transportation, and utilities

Supporting Land Uses

Outdoor storage, utility facilities, and limited support services

Density

Varies

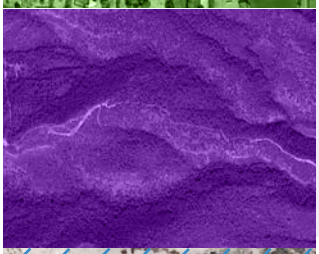
Locations

This designation is largely located in areas with rail and highway access, such as the PuebloPlex site, EVRAZ, and Vestas.

Characteristics

- Provides opportunities for large format uses that require rail and highway access to move goods throughout the region and to other parts of the state and country.
- Limited support services are intended to serve employees in the immediate vicinity.
- Additional primary and supporting land uses and other considerations unique to PuebloPlex may be applicable based on the PuebloPlex Redevelopment Plan and underlying zoning.
- Compatibility and locational criteria may apply in some areas.
- Sidewalks, bike lanes, and transit service are generally limited.



Name	Aerial	Density	Locations
RR RURAL/RANCH		elling unit per 35	Privately-owned land in unincorporated areas of Pueblo County
AG PRODUCTION AGRICULTURE		elling unit per 35	East of St. Charles River within the Boone, Vineland, and Avondale communities
POS PARKS AND OPEN SPACE			Varies
SFL STATE AND FEDERAL LANDS			Lake Pueblo State Park, Fort Carson, San Isabel National Forest, and other lands owned and managed by state or federal agencies
FLOODPLAIN			Varies
SDA SPECIAL DEVELOPMENT AREA			Varies within 3 miles of City boundary

RR RURAL/RANCH





Primary Land Uses

Traditional ranching, large rural land holdings, and smaller "ranchettes"

Supporting Land Uses

Accessory dwelling units, farm stands, limited retail, crop production, equestrian uses, low-intensity agriculture, utility-scale solar, associated outbuildings, agri-tourism, and complementary public facilities

Density

1 dwelling units per 35 acres

Locations

Applies to a large percentage of the privately-owned land in unincorporated areas of Pueblo County (outside of Rural Communities).

Characteristics

- Sparsely populated acreage devoted to traditional ranching, large rural land holdings, conservation, and rural subdivisions.
- Where subdivision occurs, clustering and other conservation-oriented strategies should be used to protect environmentally sensitive areas, maintain working agricultural or ranch land (where applicable), and preserve common open space for residents.
- Supporting uses may be subject to locational criteria and design standards to ensure compatibility with residential uses and agricultural operations. [See also, Solar Siting Considerations map, page 72.]
- Paved and unpaved roads provide access to these low-density areas without
- Public water and sewer service is generally not available, fire service is limited and may not be available in all locations.

AG PRODUCTION AGRICULTURE





Primary Land Uses

Crop production, livestock and poultry operations, and limited agricultural processing facilities

Supporting Land Uses

Owner/manager residence, accessory dwelling units, temporary employee housing, associated outbuildings, farm stands, agri-tourism, and agriculture-related commercial services

Density

1 dwelling units per 35 acres

Locations

Applies to agricultural located east of the St. Charles River within the Boone, Vineland, and Avondale communities.

Characteristics

- Most parcels are irrigated and carry associated water rights from the Bessemer Ditch.
- May include intensive agricultural operations with designated facilities and equipment.
- Much of this land in this area is considered Prime (Irrigated) Farmland and is a high priority for conservation.
- Supporting uses in Production Agricultural areas should be sited and designed to minimize the loss of Prime (Irrigated) Farmland and Prime Agricultural Land and to support the continuation of agricultural operations.
- Paved and unpaved roads accommodate local traffic and the movement of agricultural machinery.

POS PARKS AND OPEN SPACE





Primary Land Uses

Parks, open space, greenways, and natural areas

Supporting Land Uses

Trails, ball fields, visitor centers, and other recreational facilities

Locations

Applies to public parks and open spaces, such as Mineral Palace Park, Runyon Sports Complex, McHarg Park Community Center, and Pueblo Mountain Park.

Characteristics

- Encompasses parks, recreation centers, open space, greenways, trails, and natural areas that have been preserved for active and passive recreational purposes.
- These areas also protect of scenic views, natural resources, and serve as wildlife habitat.
- Lands and facilities are generally owned by public agencies (city, county, and special districts).

SFL STATE AND FEDERAL LANDS





Primary Land Uses

Varies by location, but may include active and passive recreation, open space, grazing, wildlife habitat, and military training (limited to Fort Carson)

Supporting Land Uses

Other uses that are consistent with management plans adopted by the managing agency

Locations

Lake Pueblo State Park, San Isabel National Forest, Fort Carson Military Reservation, and other lands owned or managed by state and federal agencies.

Characteristics

- Lands owned by state and federal agencies that may or may not be accessible to the public
- Public-serving lands may include limited services, including bathrooms, campgrounds, trails, ranger stations, and visitor centers
- Minimal infrastructure may include paved or unpaved roads, trails, and shuttle service.

FLOODPLAIN





Primary Land Uses

Limited uses and facilities with low flood damage potential and that will not obstruct flood flows.

Locations

Corridors along the Arkansas River, Fountain Creek, St. Charles River, and other waterways.

Characteristics

Public and privately-owned properties that fall within the 100-year floodplain, as identified by official Federal Emergency Management Agency (FEMA) mapping.

SDA SPECIAL DEVELOPMENT AREA

Locations

Adjacent to existing City of Pueblo limits, within the City of Pueblo 3-Mile Annexation Boundary.

Characteristics

Potentially serviceable areas that may be suitable for future annexation, subject to the evaluation criteria for major projects outlined in Section 3, and applicable requirements of the City's Code of Ordinances. Future land use categories should be assigned through a Comprehensive Plan amendment at the time of annexation.

AREA-SPECIFIC GOALS AND POLICIES

Existing land use patterns and future land use considerations in the region vary dramatically by location. This section provides policy guidance for areas of Pueblo County that have distinctly different goals—the City of Pueblo and Vicinity, Pueblo West, Colorado City, and Rural Communities.

Land use plans provided for each area are derived from the countywide Future Land Use Plan map, above, but are presented at a larger scale for legibility of area-specific considerations. This guidance is intended to supplement—not replace—guidance provided by the regional goals and policies in Section 2 and the land use category descriptions in this section.



City of Pueblo and Vicinity

Background

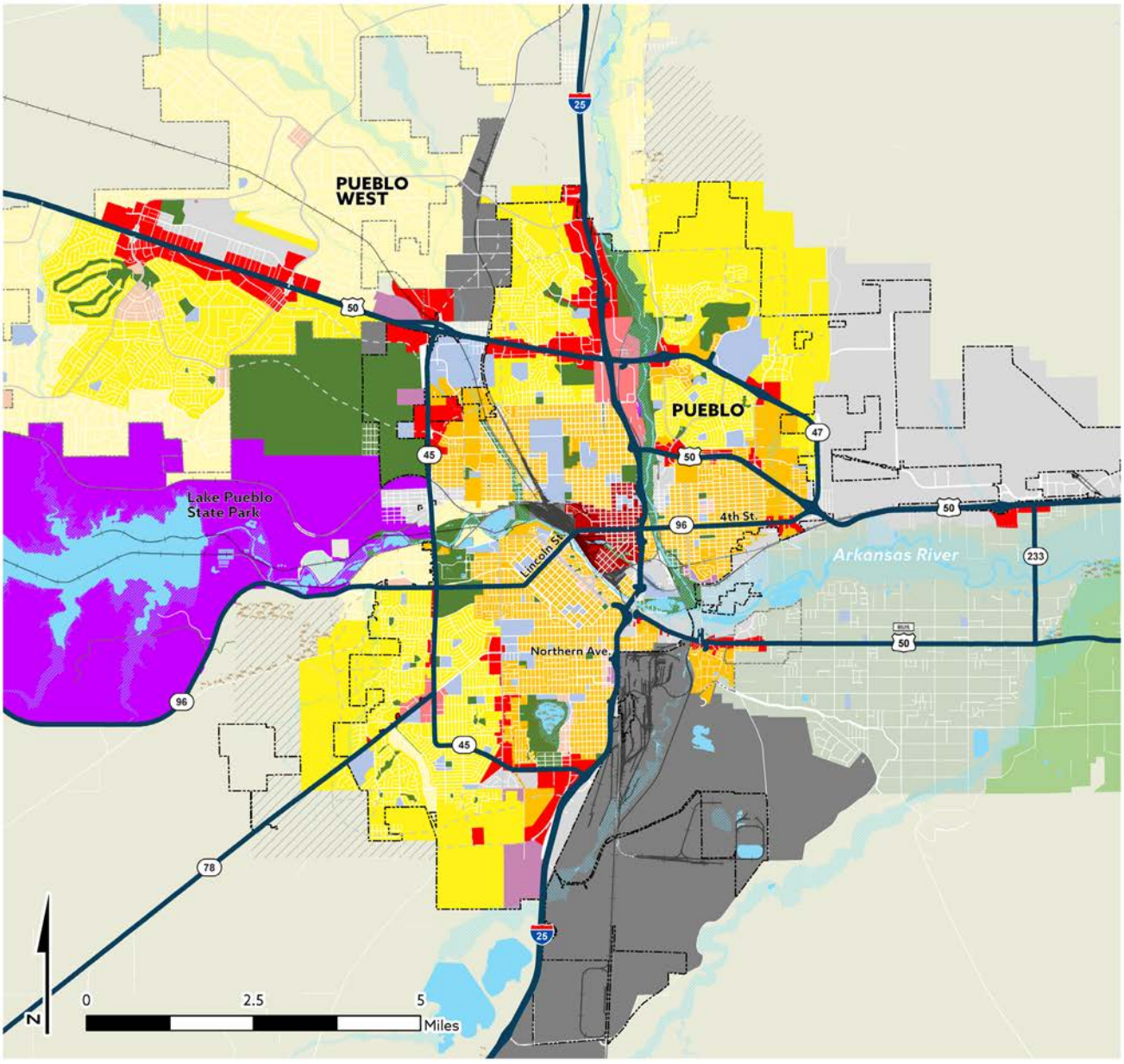
Since its incorporation in 1885, the City of Pueblo has been the administrative and economic hub of the region. Since 2000, the City has experienced slow, but steady, population growth (0.5% annually) and has continued to attract a majority of the region's employment, retail, and office development. The City also hosts an array of civic and cultural amenities that are enjoyed by area residents and visitors alike. Downtown Pueblo is home to the Historic Arkansas Riverwalk (established in the late 1990s), the Union Avenue Historic Commercial District, Pueblo Union Depot, El Pueblo History Museum, the Sangre de Cristo Arts and Conference Center, Pueblo Convention Center, local shops and restaurants, and numerous other assets and amenities. Downtown Pueblo and core area neighborhoods have seen significant reinvestment in recent years, but vacant homes and underutilized buildings remain in some areas. Housing options include traditional, pre-1950s neighborhoods in the core, post-1950s suburban neighborhoods at the edges, and recent and emerging residential subdivisions on the north and western edges of the City.

Opportunities and Constraints

Within the incorporated City of Pueblo, over 9,500 acres of vacant land remain. Over half of this land (4,120 acres) is zoned as agriculture, which is used as a holding zone. Most of this land is located at the fringes of the developed areas of the City and is planned for future residential development. An additional 2,050 acres of vacant land is already zoned for residential development. These areas provide the City with sufficient capacity to accommodate future growth without future annexations. Opportunities for infill and revitalization in Downtown Pueblo and core area neighborhoods further increase the City's capacity for future growth.

Pueblo's high quality of life, and lower cost of living than many other Front Range communities is attracting growing interest from employers, developers, and new residents. In light of growing demand, the City is focused on expanding housing options, retaining existing affordable housing, promoting the preservation and rehabilitation of its historic resources, continuing to diversify the regional economy, and encouraging reinvestment in established areas. Pueblo has also established itself as a leader in the transition towards renewable energy and has become well-positioned to benefit from the national trends toward less carbon intensive industries and "green" jobs.

Future Land Use: City of Pueblo and Vicinity



Future Land Use

NEIGHBORHOODS
- Agricultural Neighborhood (AN)
- Rural Neighborhoods (RN)
- Suburban Neighborhoods (SN)
- Urban Neighborhoods (UN)

COMMERCIAL & MIXED-USE
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- Neighborhood Mixed-Use (NMU)
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EMPLOYMENT AREAS
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- Light Industry (LI)
- Trans.-Dependent Industry (TDI)

OTHER
- Rural Ranch (RR)
- Production Agriculture (AG)
- Parks and Open Space (POS)
- State and Federal Lands (SFL)
- Future Roadways (LRTP)
- Conservation Easements
- Pueblo West Metropolitan District
- City of Pueblo
- Floodzones
- Rivers, Lakes, and Streams
- Special Develop. Area (SDA)

Source: City of Pueblo, Pueblo County, PACOG, CDOT, CDPHE

Goals and Policies: City of Pueblo and Vicinity (COP)

GOAL COP-1: Re-establish Downtown Pueblo as a regional hub for living, working, and recreating.

POLICY COP - 1.1: DOWNTOWN BOUNDARY AND SUBDISTRICTS

Evaluate and refine the boundary of Downtown—as reflected in by the Downtown Mixed-Use land use category—as necessary to promote a critical mass of activity within the core while also ensuring appropriate transitions and protections are provided for surrounding neighborhoods. Define a series of subdistricts for areas that surround the Union Avenue Historic Commercial District and Riverwalk (building upon recent historic context and inventory work), highlighting the unique characteristics, uses, and density/intensity that exist or are desired within each.

POLICY COP - 1.2: UNION AVENUE HISTORIC COMMERCIAL DISTRICT

Support the ongoing revitalization of the Union Avenue Historic Commercial District through continued public and private investment to solidify Union Avenue as a centerpiece of Downtown.

POLICY COP - 1.3: ADAPTIVE REUSE

Encourage the adaptive reuse and rehabilitation of historic structures as a key component of an overall reinvestment and revitalization strategy throughout Downtown. Establish protections for documented historic resources in Downtown that reflect the varied significance and integrity of these resources.

POLICY COP - 1.4: HISTORIC ARKANSAS RIVERWALK DISTRICT

Continue to support the buildout of available pad sites within current and future phases of the Historic Arkansas Riverwalk District Riverwalk with hotels, restaurants, housing, and other activity-generating uses.

POLICY COP - 1.5: MIX OF USES

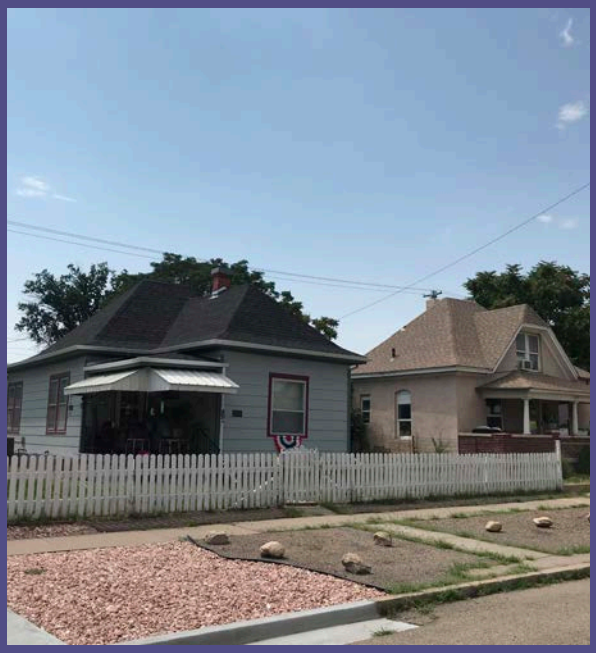
Continue to support tourism (e.g., hotels, convention-related uses) as core component of Downtown's role within the region while seeking to expand the range of restaurants, neighborhood-services, and housing options needed to support the area's emergence as a full-service neighborhood.

POLICY COP - 1.6: HOUSING INCENTIVES

Actively seek opportunities to increase the number of people living in Downtown by expanding multi-family housing options at a variety of price points through the conversion of vacant and underutilized buildings, as well as through the construction of new, high-density housing on vacant or underutilized lots. Encourage a diversity of unit types—size, number of bedrooms, for-sale/rent, and character—to meet the needs of different residents.

POLICY COP - 1.7: REDEVELOPMENT SITES

Work with property owners to explore short and long-term opportunities for possible redevelopment sites (e.g., Midtown Shopping Center, Rush's Lumber yard, surface parking lots, underutilized rail yards). Develop and maintain an inventory of sites that includes an assessment of known infrastructure capacity/constraints, ownership, allowable zoning, available incentives, and other information.



PROTECTING NEIGHBORHOOD HISTORY AND CHARACTER

Lists of historic resources and architectural inventories in the City of Pueblo have led to a series of historic context studies—deep dives into the social, cultural, and architectural history of specific neighborhoods. Five such studies have been published that document the historic qualities of the Bessemer, Bojon Town/Eiler's, East Side, North Side, and South Side neighborhoods. The studies provide a comprehensive history of the neighborhoods, with the goal of making local history more accessible to residents, inspiring property owners to preserve historic structures, and detailing how neighborhood residents can take additional action to research, document, evaluate, monitor, promote, and protect the buildings and stories that make their neighborhoods unique.

While these studies were developed with the intention of understanding which neighborhoods or buildings might be eligible for possible historic district designation, there are a range of tools available to help retain the historic character of these resources while allowing them to adapt to the changing needs of the community.

GOAL COP–2: Promote reinvestment in the City's historic neighborhoods.

POLICY COP - 1.8: HOUSING OPTIONS

Support the rehabilitation of existing housing stock and the diversification of housing options in the City's historic neighborhoods consistent with Guiding Principle 1 and associated goals. [See Section 2]

POLICY COP - 1.9: HISTORIC NEIGHBORHOOD REINVESTMENT

Encourage reinvestment and rehabilitation of homes in historic neighborhoods, including allowing for the adaptation of existing buildings to meet the needs of current and future residents (e.g., expanded footprints, garage construction, creation of accessory dwelling units) without detracting from the historic character of the neighborhood.

POLICY COP - 1.10: PROTECTIVE MEASURES

Work with residents and property owners to establish context-based tools to guide infill development, major additions, and the rehabilitation of historic properties in neighborhoods determined to be eligible for historic designation (e.g., local historic district designation, conservation districts, design standards/guidelines). Increase awareness of resources and incentives available to support the rehabilitation of designated historic properties.

POLICY COP - 1.11: INFILL COMPATIBLITY

Ensure infill and redevelopment within historic neighborhoods is compatible with the building orientation, height, scale, and massing of adjacent homes and the overall character of the street frontage.

POLICY COP - 1.12: NEIGHBORHOOD "MAIN STREETS"

Encourage the preservation and adaptive reuse of historic "main streets" in core neighborhoods to maintain and enhance access to services and amenities, support the retention of small businesses, and enhance community character.

GOAL COP–3: Adapt the City's commercial centers and corridors to meet the changing needs of the community.

POLICY COP - 1.13: HIGHWAY-50 AND I-25

Support the development of a community center around the interchange of Highway 50 and I-25. Work with major property owners, including the owners of the Pueblo Mall, to generate a vision for the future of the area. Facilitate the transition of vacant and underutilized buildings and commercial centers near Highway 50 and Interstate 25 into complete mixed-use neighborhoods, with commercial, retail, office, and higher-density residential uses.

POLICY COP - 1.14: PUEBLO BOULEVARD AND NORTHERN AVENUE (FORMER K-MART CENTER)

Work with property owners to infill vacant pad sites or reposition underperforming pad sites with a mix of uses (including higher-density residential) and to reconfigure existing site layouts for greater visibility and efficient use of space. Explore opportunities for long-term redevelopment in collaboration with property owner.

POLICY COP - 1.15: LOT CONSOLIDATION

Encourage the consolidation of smaller parcels for the purposes of redevelopment to accommodate a more pedestrian-oriented pattern of development over time and facilitate improved site design.

POLICY COP - 1.16: MIX OF USES

Support the introduction of high-density housing as part of the overall mix of uses in outmoded commercial centers and along major corridors, retaining sites with the greatest visibility and access for commercial/retail uses.

GOAL COP–4: Prioritize the development of vacant land within the city limits over the expansion of the community.

POLICY COP - 1.17: BARRIERS TO DEVELOPMENT OF VACANT LAND

Work with service providers to assess and document the feasibility of serving large, single-ownership parcels at the edges of the city that have been annexed but have not been subdivided. Identify capital improvements that area needed for these areas to build out based on their future land use designations. Implement funding and financing tools that can support the development of these areas by reducing up-front cost of development and allowing for the sharing of costs among all future developments and users in these areas.

POLICY COP - 1.18: EDGE NEIGHBORHOOD ENGAGEMENT AND PLANNING

Work with property owners and potential developers of undeveloped areas within city limits to establish the desired character and design of these neighborhoods, identify infrastructure and land dedication needs, and determine possible timelines and phasing for development.

POLICY COP - 1.19: FUNDING AND FINANCE TOOLS

Implement funding and financing tools that can support the development of large vacant areas in the city limits by reducing up-front cost of development and allowing for the sharing of costs among all future developments and users in these areas. Explore tools that can allow the City and developer partners to build capital improvements that can facilitate development specifically for transportation, water/sewer infrastructure that cannot be supported through existing capacity and connection fees, and community facilities (e.g. fire stations).

POLICY COP - 1.20: HONOR FARM

Evaluate any proposed land use changes to Honor Farm property in accordance with the City's Honor Farm Open Space and Park Parcels Conservation Easement, as amended

GOAL COP–5: Provide opportunities for the continued expansion and diversification of the region's employment base.

POLICY COP - 1.21: PLANNED EMPLOYMENT AREAS

Continue to work with PEDCO, area chambers of commerce and other economic development interests in the region to direct primary employers to designated employment areas in the city and the unincorporated areas, including the Airport Industrial Park, EVRAZ Industrial District, Minnequa Industrial Park, St. Charles Industrial Park, Downtown, and PuebloPlex.

POLICY COP - 1.22: TRANSPORTATION-BASED EMPLOYMENT LAND

Protect Transportation-Based Employment lands (as shown on the Future Land Use Plan) within or adjacent to the city for uses that require the assets offered by these sites (e.g., rail and highway access) and that help generate and sustain jobs for the region. Avoid siting utility-scale solar in these locations.

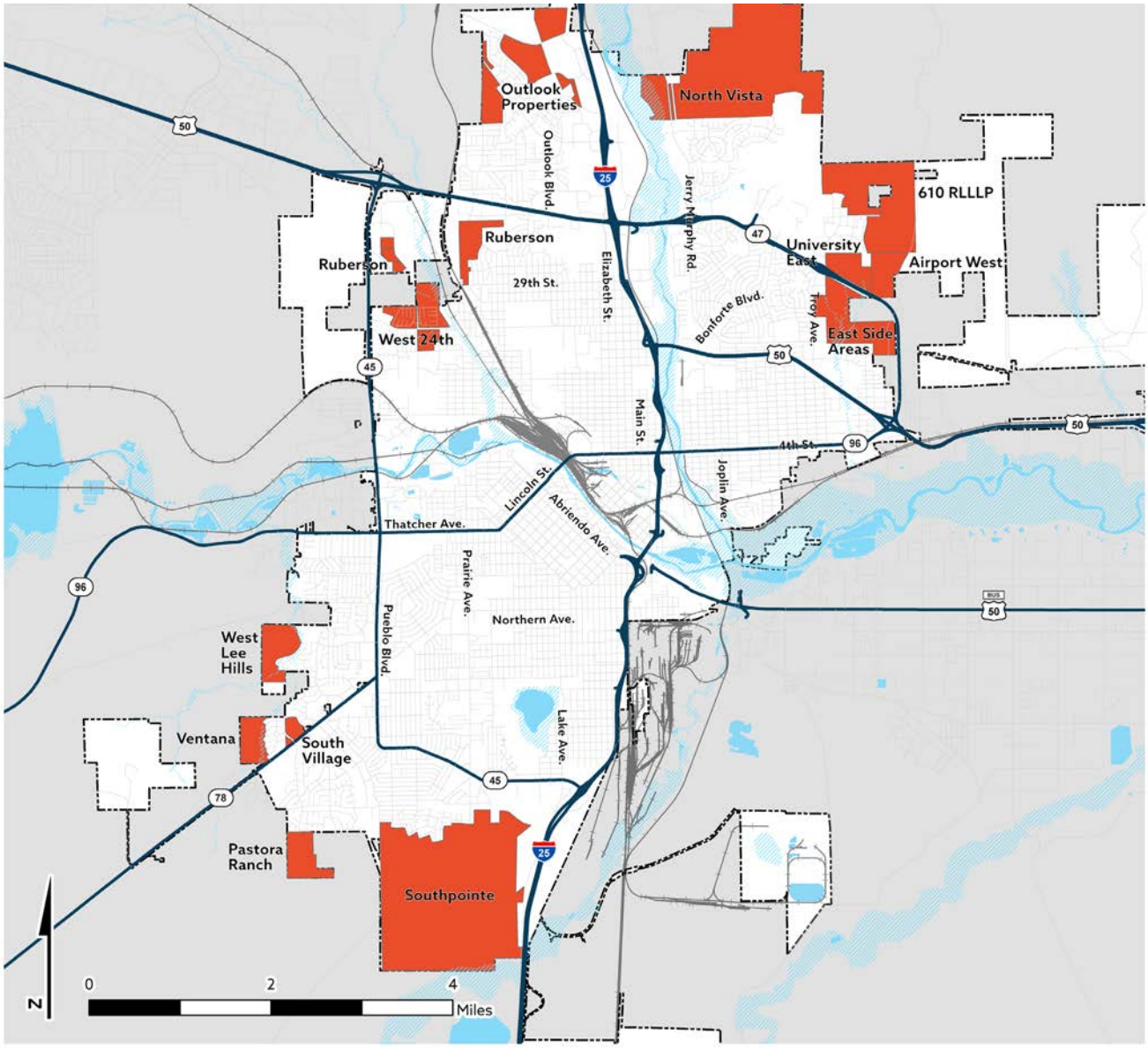
POLICY COP - 1.23: INFRASTRUCTURE AND SERVICES

Coordinate with industrial parks and major employers to ensure infrastructure and services are adequate to facilitate the movement of goods and expansion of businesses.

POLICY COP - 1.24: COMPATIBILITY

Adopt and enforce standards to minimize conflicts between emerging employment areas and existing residential and agricultural uses.

Annexed and Unsubdivided Residential Areas



Source: City of Pueblo, Pueblo County, CDOT



Pueblo West

Background

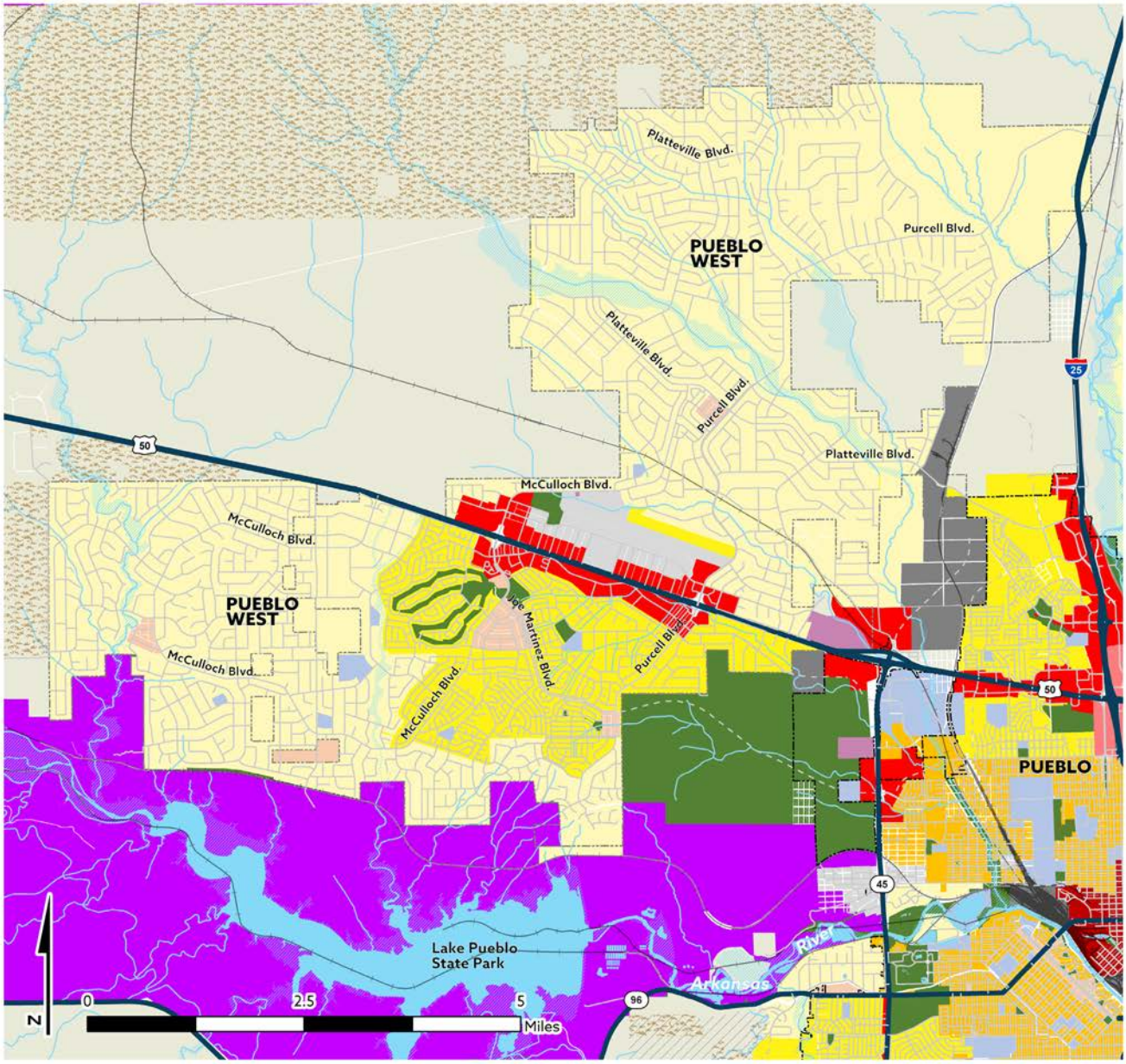
Between 2000 and 2019, Pueblo West grew at much faster rate (3.4 percent) than the City of Pueblo (0.5 percent), or Pueblo County (0.9 percent) as a whole. During this time, Pueblo West captured the bulk of the region's large-lot single-family housing market, and saw a significant increase in retail, service commercial, and light-industrial businesses (primarily along the Highway 50 corridor). Much of this growth has been driven by the abundance and relative affordability of undeveloped lots, proximity to Lake Pueblo State Park, and the community's broad appeal to those looking for a semi-rural lifestyle. Since its inception in 1969, Pueblo West has been characterized by its equestrian and hiking trails, expansive views, and the one to three-acre homesites that offer residents flexibility to accommodate outbuildings, horses, and an array of leisure activities. In keeping with the semi-rural character of the community, many areas of Pueblo West do not have sidewalks, curb and gutter, and other "city" services.

Opportunities and Constraints

While once viewed as a draw primarily for retirees, Pueblo West has become more diverse in recent years as young families and professionals have relocated to the area from Colorado Springs or other metropolitan areas. As the community continues to grow, expectations regarding the availability of services and amenities are evolving. Demand for more diverse housing options is also increasing as housing prices rise, demographics shift, and long-time residents desire to remain in the community as they grow older and their needs change.

Significant land area remains for future development; however, the PWMD's water supply, distribution, and wastewater treatment and processing system is not sufficient to support full buildout of the community based on 2021 projections. The PWMD is working to expand its wastewater processing capacity and has implemented a Water Conservation program to reduce demand and help account for the projected shortfall. The PWMD is also actively seeking ways to augment its water supply. As the community continues to grow, expectations regarding the availability of services and amenities are evolving.

Future Land Use: Pueblo West



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- Future Roadways (LRTP)
- Conservation Easements
- Pueblo West Metropolitan District
- City of Pueblo
- Floodzones
- Rivers, Lakes, and Streams
- Special Develop. Area (SDA)

Source: City of Pueblo, Pueblo County, PACOG, CDOT, CDPHE

Goals and Policies: Pueblo West (PW)

GOAL PW-1: Support the expansion of services and amenities to meet the needs of Pueblo West residents.

POLICY PW - 1.1: HIGHWAY 50 CORRIDOR

Encourage a mix of retail and commercial services along the Highway 50 corridor to meet the needs of the Pueblo West community and the broader region. Prioritize the development of coordinated, multi-tenant centers rather than standalone businesses where possible.

POLICY PW - 1.2: CIVIC CENTER

Continue efforts to establish Civic Center Park and the surrounding area as a destination for family- and community-oriented facilities, activities, and events.

POLICY PW - 1.3: SPAULDING COMMUNITY HUB

Continue efforts to establish a mixed-use entertainment, recreational, and lifestyle hub for residents and visitors south along Spaulding Avenue south of Highway 50.

POLICY PW - 1.4: NEIGHBORHOOD MIXED-USE

Seek opportunities to expand the range of services offered in existing neighborhood mixed-use areas and introduce smaller "pockets" of neighborhood-serving uses in other targeted locations to meet the needs of area residents and visitors. Prioritize corner sites and those with the best visibility and access for retail/commercial uses. Where infrastructure and services allow, townhomes and small-scale multifamily may be accommodated as supporting uses.

POLICY PW - 1.5: LAND USE COMPATIBLITY

Ensure the siting, scale, and design of non-residential uses is compatible with adjacent neighborhoods. Key considerations include circulation and access, loading, light trespass, and hours of operation.

GOAL PW-1: Expand the range of housing options available in Pueblo West at a level that is supported by current and planned infrastructure and services.

POLICY PW - 1.6: RURAL NEIGHBORHOODS

Continue to support the incremental buildout of platted Rural Neighborhoods where infrastructure and services exist or can be provided in a cost-effective manner. Maintain the character-defining features of these neighborhoods, such as the prevalence of detached single-family homes on large lots, rural roadway cross-sections (e.g., no curb and gutter or sidewalks), and gravel roads (where they are classified to remain as such).

POLICY PW - 1.7: SUBURBAN NEIGHBORHOODS

Support the expansion of attached single-family homes, townhomes, and small-scale multifamily housing in areas proximate to existing or planned amenities and services. Require the integration of sidewalks and trail connections as part of future development.

POLICY PW - 1.8: MIXED-USE AREAS

Support the integration of townhomes and small-scale multifamily housing in areas planned for Commercial Mixed-Use or Neighborhood Mixed-Use. Concentrate higher-intensity housing along the Highway 50 corridor.

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Colorado City

Background

The Colorado City Metropolitan District (CCMD) was established in 1963. Colorado City is the southernmost community in Pueblo County and serves as the service hub for the Greenhorn Valley. Colorado City sits at an elevation of approximately 6,000 ft. and boasts stunning views of Greenhorn Mountain and the Wet Mountains to the west, and the Spanish Peaks to the south. Residents value Colorado City's natural beauty and views, but also the many recreational activities the community offers, such as, golfing, hiking, fishing, camping, horseback riding, and bird watching. Approximately 13,000 of the 16,800 platted lots in the CCMD are undeveloped.

Opportunities and Constraints

Colorado City has been growing at a rate of about one percent per year, adding around 15 new homes annually. Though the number of vacant lots far exceeds the existing service capacity for water and sewer, current capacity may be sufficient to support Colorado City's historic rate of growth, if planned upgrades are completed and the present rate of growth remains constant over the 20-year planning horizon. While Colorado City has traditionally been most popular with retirees, the area is becoming more popular for workers seeking a relaxed lifestyle with an easy commute to major employers at the south end of the City of Pueblo.

Goals and Policies: Colorado City (CC)

GOAL CC-1: Support continued growth at a level that is sustainable based on current and planned infrastructure and services.

POLICY CC - 1.1: I-25 INTERCHANGE

Seek opportunities for the limited expansion of highway-oriented commercial services in the vicinity of the Interstate 25 interchange and Cuerno Verde-Colorado City Rest Area.

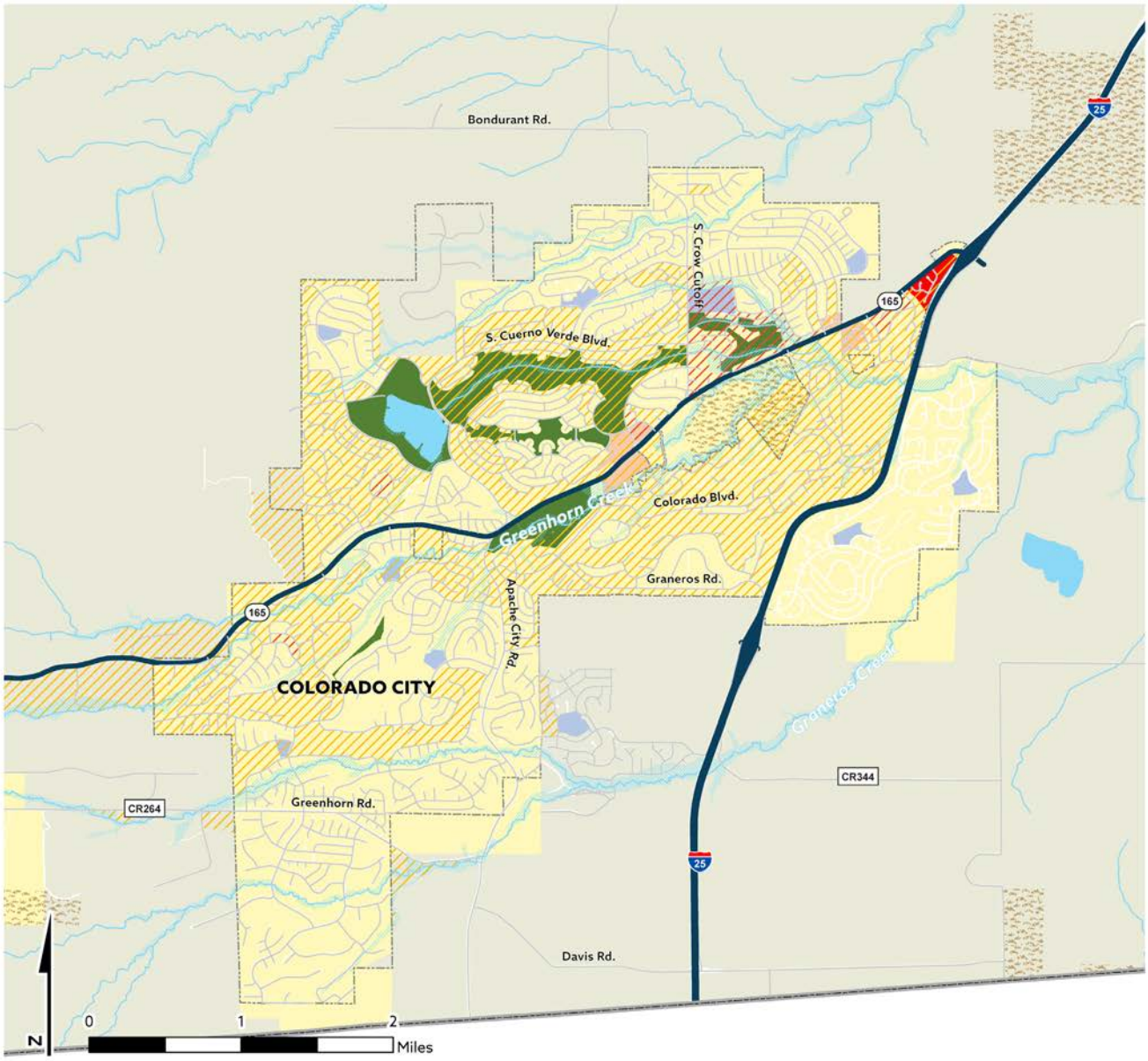
POLICY CC - 1.2: HIGHWAY 165 CORRIDOR

Support the retention and expansion of existing restaurants, retail businesses, and commercial services along the Highway 165 corridor and seek opportunities to attract new businesses to the area as part of established development nodes.

POLICY CC - 1.3: RURAL NEIGHBORHOODS

Support the incremental buildout of Rural Neighborhoods in Colorado City that have infrastructure and services in place.

Future Land Use: Colorado City



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- Production Agriculture (AG)
- Parks and Open Space (POS)
- State and Federal Lands (SFL)

- Pueblo County Boundary
- Conservation Easements
- Colorado City Metropolitan District
- Floodzones
- Rivers, Lakes, and Streams

WILDLAND-URBAN INTERFACE (WUI)
- Interface
- Intermix

Source: City of Pueblo, Pueblo County, CDOT, CDPHE, SILVIS Lab





St. Charles Mesa

Background

The St. Charles Mesa is located east of the City of Pueblo. The St. Charles Mesa's Prime (Irrigated) Farmland and access to irrigation water from the Bessemer Ditch has made the area a hub for food production, farm stands, and other agricultural activities for over 130 years. While the types of crops produced in the area have evolved, the St. Charles Mesa still functions as the hub of the region's chile and vegetable production. Residential development in the area includes a combination of historic farmsteads and family "compounds," as well as newer large lot subdivisions and individual single-family homes on small acreages.

The area is served by the St. Charles Mesa Water District (SCMWD), which covers two service zones encompassing 65 square miles, with water drawn primarily from the Bessemer Irrigation Ditch and the Arkansas River.

Opportunities and Constraints

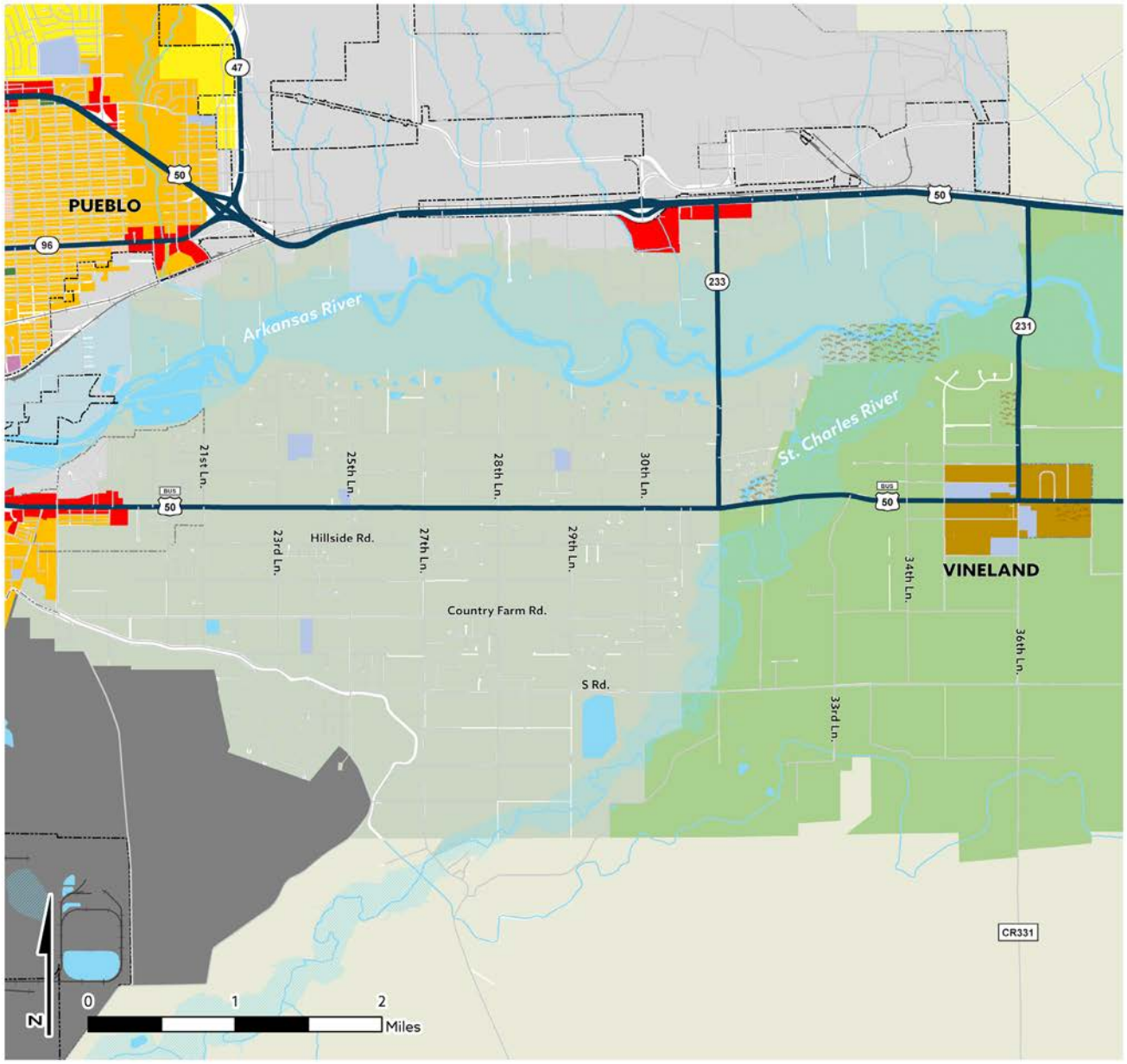
For the purposes of the Future Land Use Plan, portions of the St. Charles Mesa that lie west of the St. Charles River are distinguished from those that lie to the east. Portions of the Mesa that lie to the west of the St. Charles Mesa are designated as Agricultural Neighborhood, while areas that lie to the east of the St. Charles River (and extend east along the Arkansas River to Boone) are designated as Production Agriculture. These designations reflect the distinct difference in land use patterns that exist on either side of the St. Charles River. Parcel sizes west of the St. Charles River are significantly smaller and more varied, ranging from one to 40+ acres when compared to the large, contiguous tracts of production farmland that remain east of the St. Charles River. This distinction is largely dictated by underlying zoning.

While agriculture remains the predominant use, the area has experienced increased pressure for both residential and non-residential development. Between 2000 and 2020, approximately 15 new homes were permitted annually. New commercial services have also begun to emerge along Santa Fe Drive. While some of these changes have been initiated by developers or land speculators, others have been initiated by property owners and agricultural producers that are nearing retirement age and seeking to access the equity that exists within their land.

This trend has resulted in a gradual reduction in the overall amount of prime agricultural land that is available for production, the gradual "dry-up" of some parcels as water rights revert to the Bessemer Ditch, demand for more "city" services, and increased traffic on roadways. Increased development has also made production on the land that remains more challenging due to access constraints, and an increase in conflicts between agricultural producers and new residents over noise, smells, and slow-moving farm vehicles on area roadways.

The introduction of the Agricultural Neighborhood land use category and the goal and policies below as part of the 2021 Regional Comprehensive Plan reflect a growing concern on the part of agricultural stakeholders and the community-at-large about the cumulative impacts of these changes on the County's agricultural industry and regional food system.

Future Land Use: St. Charles Mesa



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- Special Develop. Area (SDA)

Source: City of Pueblo, Pueblo County, CDOT, CDPHE



Goals and Policies: St. Charles Mesa (SCM)

GOAL SCM-1: Retain and protect the viability of agriculture on the St. Charles Mesa.

POLICY SCM - 1.1: SITE SURVEY

Incorporate considerations to protect Prime (Irrigated) Farmland and Prime Agricultural Land into the building and subdivision process to help inform the application of regulatory tools.

POLICY SCM - 1.2: SUBDIVISION DESIGN

Require the use of conservation subdivisions, clustering, and other conservation-oriented site planning approaches to help retain common, connected parcels of farmland and other agricultural land, maintain established access points to the Bessemer Ditch, protect floodplain areas, and otherwise limit impacts on agricultural production when residential subdivisions do occur.

POLICY SCM - 1.3: SUPPORTING LAND USES

Allow for a range of supporting land uses to accommodate agricultural production, processing, and sales, recognizing that needs may change over time.

POLICY SCM - 1.4: CONSERVATION TOOLS

Explore the feasibility of establishing and administering a program that facilitates the transfer (or purchase) of development rights with the primary purpose of protecting Prime (Irrigated) Farmland and Prime Agricultural Land while providing private property owners with the ability to be "made whole" on their investment in the land. [See also, Appendix D: Tools and Best Practices to Support Agriculture].

POLICY SCM - 1.5: REGIONAL COLLABORATION

Faciliate the implementation of goals and policies associated with Guiding Principle 2: Deepen Our Agricultural Roots through collaboration with area producers, conservation organizations, the City of Pueblo, and other agricultural stakeholders. [See also, Section 2: Regional Goals and Policies.]



Rural/Ranch Areas Unincorporated Areas (Generally)

Surrounding the rural communities of Pueblo County are mountains, valleys, plains, and plateaus that feature a diverse mix of uses and landowners, which share a common reliance on natural resources and open lands. Public lands—owned and managed by the federal, state, and local agencies—are important for wildlife habitat, recreational activities, scenic beauty, resilience to natural disasters, and overall environmental health. Privately-owned land is largely made up of farms, ranches, and 35-acre ranchettes that provide resource-based economic productivity, opportunities for rural lifestyles, and contribute to the agricultural heritage of the region.

While some private lands are protected from development by conservation easements that ensure a continuation of rural character, other areas may grow and develop over time, which could impact the environmental, economic, and scenic value they provide. Conservation of Prime Farmland, Prime Agricultural Land, and ranch lands can be promoted through subdivision standards that prioritize land conservation, policies and standards that encourage clustering of development to conserve open space, programs that allow for the sale or transfer of development rights to more appropriate locations, and other policies and programs. Appendix D, Tools and Best Practices to Support Agriculture, details some of the best practices for conserving agricultural lands.

Rural Communities

Rural communities in Pueblo County include the incorporated towns of Rye and Boone, as well as the unincorporated communities of Avondale and Beulah. Each of these places has a distinct history, character, and sense of community. Area residents and property owners should be engaged in land use decisions in and around these communities as potential changes arise.



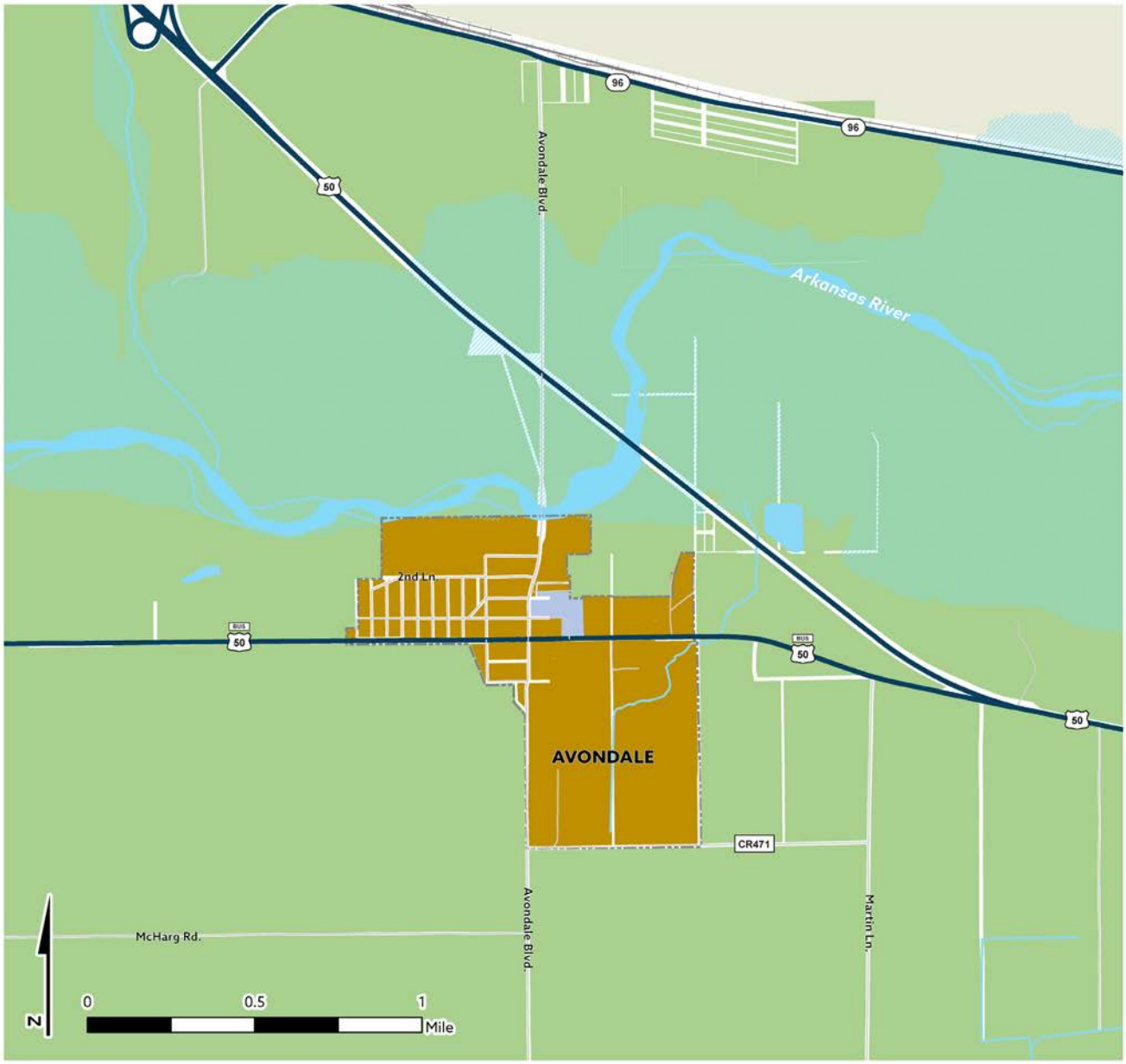


Avondale

Location and Context. Avondale is located 15 miles east of the City of Pueblo and two miles south of the main entrance to the former Pueblo Army Depot (PuebloPlex). The community is characterized by its traditional grid of streets and blocks, modest single-family neighborhoods, tree-lined streets, proximity to the Arkansas River, and thousands of acres of prime agricultural land that surrounds it.

Future Land Use Considerations. Since its inception, Avondale has played an important role in providing workforce housing and services to support the agricultural industry in Pueblo County, as well as in neighboring Otero County. Avondale's population has expanded and contracted over the past decade and in 2019 hovered around 700. Opportunities for limited future development do exist based on available land and the available capacity of Avondale Water and Sanitation District, which provides services to the community. Residential opportunities include the potential to incorporate new single-family homes on vacant lots, or small subdivisions on the larger vacant properties that exist in different areas of the community. Non-residential opportunities include the possibility to expand community- and industry-serving uses, such as commercial/retail businesses that help meet the daily needs of area residents and producers, or small-scale processing, equipment sales and repair, or packaging facilities geared toward the agricultural industry. Future development in and around Avondale should be sited in areas that minimize impacts on the extent and long-term viability of the prime agricultural land that surrounds the community.

Future Land Use: Avondale



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Source: City of Pueblo, Pueblo County, CDOT, CDPHE

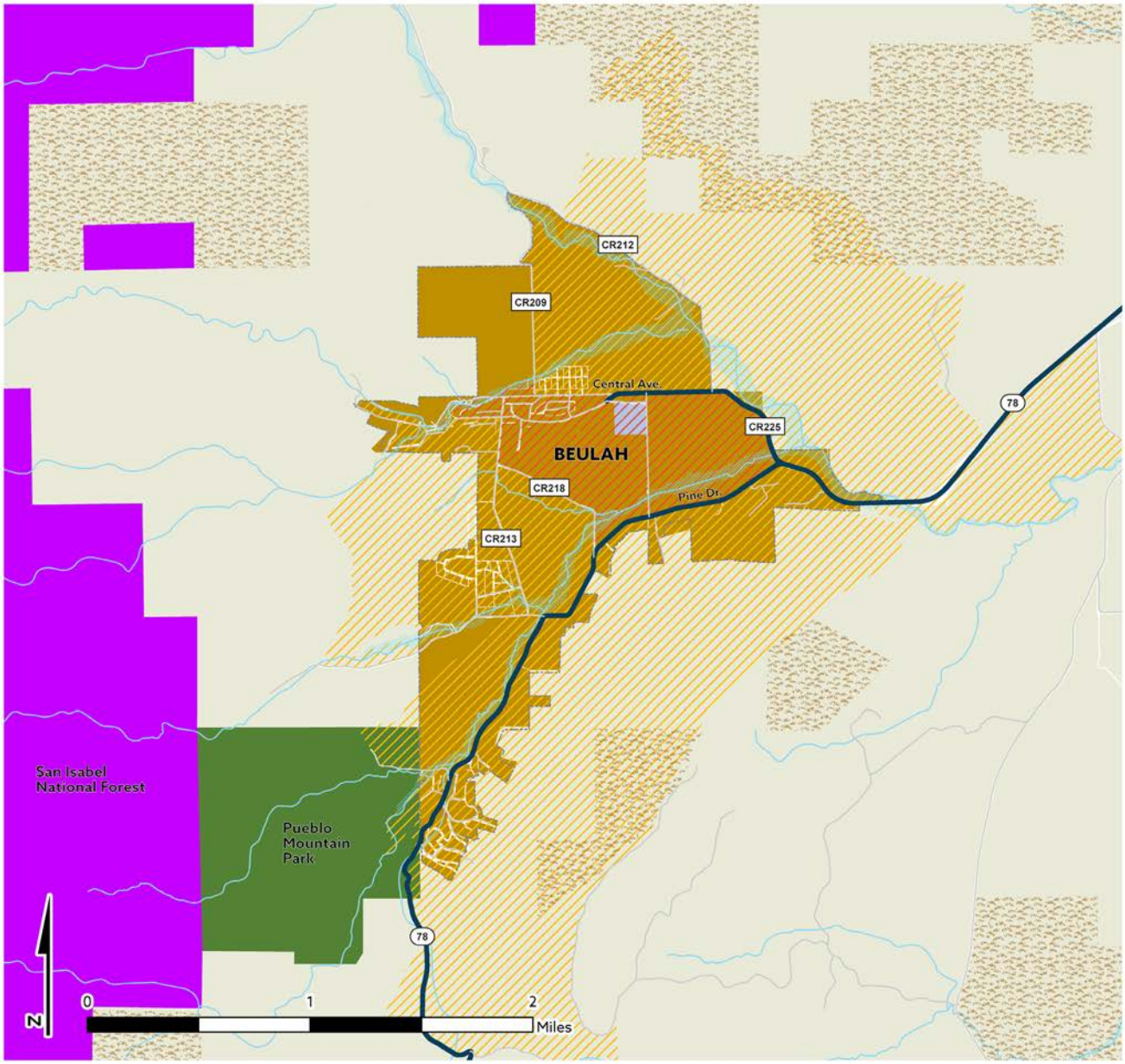
Beulah Valley

Location and Context. Beulah Valley is located in the Wet Mountains approximately 24 miles west of the City of Pueblo. The core of the community is sited in a lush mountain valley surrounded by irrigated hayfields and forested hillsides and offers views of St. Charles Peak and other mountains to the southwest. While most of the community's population is along and around Central Avenue (SH 225), homes extend along Pine Drive on the south, Northcreek Road on the east, and Squirrel Creek Road on the north, framing the valley floor. Homes also extend west along Cascade Avenue into Middle Creek Canyon and along other roadways to the north and south. In 2019, Beulah Valley's population was 780.

History. As early as 1845, the valley was notorious hideout for bandits known as Mace's Hole. In the 1860s, the valley was home to a significant encampment of Confederate troops for brief time. After the Civil War ended, the area changed quickly. By the early 1870s, the valley was home to a small village that included a one-room schoolhouse and post office. In 1876, Mace's Hole became known as "Beulah"—reportedly as a result of a vote to change the name was organized by resident Reverend Gaylord.[1] Since then, Beulah Valley has been home to a variety of industries at different points in time—mining, forestry, and agriculture. The valley also became defined by recreation. The City of Pueblo purchased 600 acres from the State Land Board in 1920 with the intent of establishing the Pueblo Mountain Park. Many of the park's facilities were constructed by the Civilian Conservation Corps and Works Progress Administration during the 1930s and remain today. The area was a popular destination for Puebloans with summer homes in the area through the 1950s.[2] The area is also home to several of Pueblo County's oldest ranches, including the 1,000-acre Bennett Ranch (1897) and more than 9,000-acre 3R Ranch (1860).[3]

Future Land Use Considerations. Limited new development in the Beulah Valley is expected to continue to occur on a lot-by-lot basis. The central area of Beulah Valley is served by the Beulah Water Works District. Future land use decisions in the area should prioritize protection of the area's small-town character, natural environment, and historic resources. Opportunities for the limited expansion of community- and tourism-oriented services and amenities may exist. However, many of Beulah Valley's assets—its location, development patterns, and the surrounding forest also make it especially vulnerable to wildfires. Efforts to mitigate wildfire hazards through the creation of defensible space and the use of "Firewise" development and landscaping techniques should be encouraged through education and outreach in collaboration with volunteer fire protection districts in the area.

Future Land Use: Beulah Valley



Future Land Use

NEIGHBORHOODS
- Agricultural Neighborhood (AN)
- Rural Neighborhoods (RN)
- Suburban Neighborhoods
- Urban Neighborhoods (UN)

COMMERCIAL & MIXED-USE
- Rural Communities (RC)
- Neighborhood Mixed-Use (NMU)
- Mixed-Use Activity Center (MUAC)
- Downtown Mixed-Use (DTMU)
- Commercial Mixed-Use (CMU)
- Institutional Mixed-Use (IMU)

EMPLOYMENT
- Employment (EMP)
- Light Industry (LI)
- Trans.-Dependent Industry (TDI)

OTHER
- Rural Ranch (RR)
- Production Agriculture (AG)
- Parks and Open Space (POS)
- State and Federal Lands (SFL)
- Conservation Easements
- Designated Place
- Floodzones
- Rivers, Lakes, and Streams

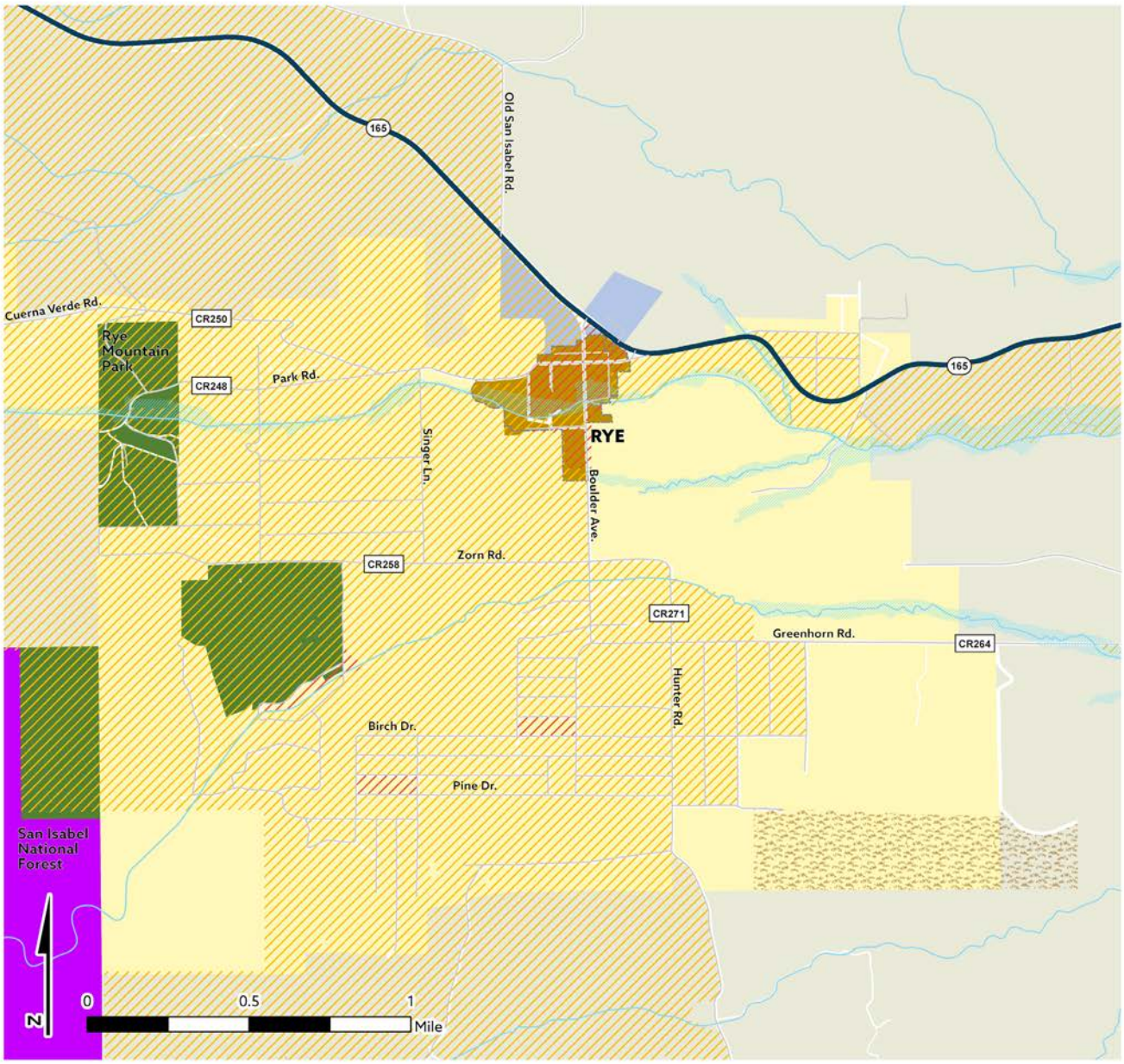
WILDLAND-URBAN INTERFACE (WUI)
- Interface
- Intermix

Source: City of Pueblo, Pueblo County, CDOT, CDPHE, SILVIS Lab

Town of Rye

The Town of Rye is a statutory town within Pueblo County located approximately six miles west of Colorado City. In 2019, the Town's population was 197. While Pueblo County does not have jurisdiction within the Town of Rye, the Town, Pueblo County, and Colorado City Metropolitan District coordinate routinely on issues related to land use, water supply/quality, wildfire mitigation, and other considerations.

Future Land Use: Town of Rye



Future Land Use

NEIGHBORHOODS
- Agricultural Neighborhood (AN)
- Rural Neighborhoods (RN)
- Suburban Neighborhoods (SN)
- Urban Neighborhoods (UN)

COMMERCIAL & MIXED-USE
- Rural Communities (RC)
- Neighborhood Mixed-Use (NMU)
- Mixed-Use Activity Center (MUAC)
- Downtown Mixed-Use (DTMU)
- Commercial Mixed-Use (CMU)
- Institutional Mixed-Use (IMU)

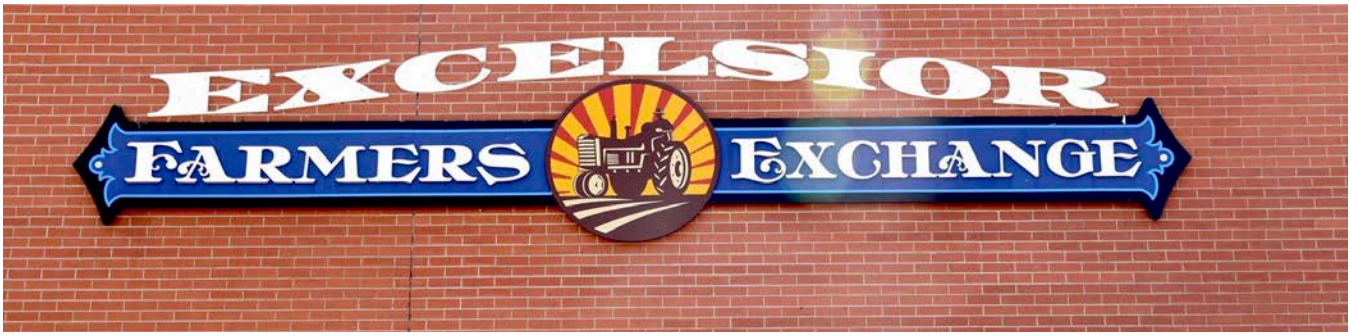
EMPLOYMENT AREAS
- Employment (EMP)
- Light Industry (LI)
- Trans.-Dependent Industry (TDI)

OTHER
- Rural Ranch (RR)
- Production Agriculture (AG)
- Parks and Open Space (POS)
- State and Federal Lands (SFL)

- Town of Rye
- Conservation Easements
- Floodzones
- Rivers, Lakes, and Streams

WILDLAND-URBAN INTERFACE (WUI)
- Interface
- Intermix

Source: City of Pueblo, Pueblo County, CDOT, CDPHE, SILVIS Lab



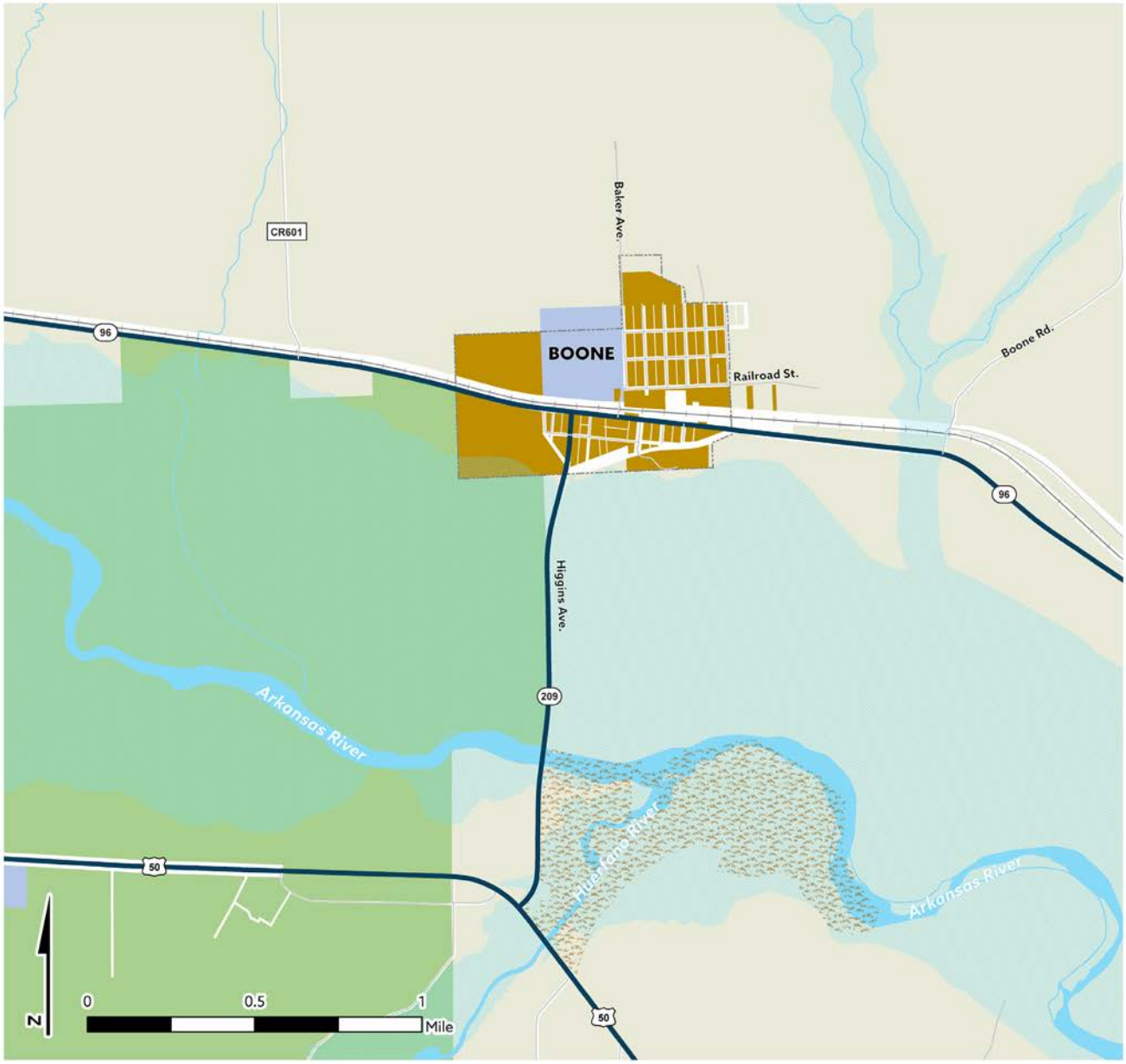




Town of Boone

The Town of Boone is a statutory town within Pueblo County located approximately 24 miles east of the City of Pueblo. In 2019, the Town's population was 233. While Pueblo County does not have jurisdiction within the Town, the Town routinely coordinates with Pueblo County on issues related to land use and other issues of mutual importance.

Future Land Use: Town of Boone



Future Land Use

NEIGHBORHOODS
- Agricultural Neighborhood (AN)
- Rural Neighborhoods (RN)
- Suburban Neighborhoods (SN)
- Urban Neighborhoods (UN)

COMMERCIAL & MIXED-USE
- Rural Communities (RC)
- Neighborhood Mixed-Use (NMU)
- Mixed-Use Activity Center (MUAC)
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EMPLOYMENT AREAS
- Employment (EMP)
- Light Industry (LI)
- Trans.-Dependent Industry (TDI)

OTHER
- Rural Ranch (RR)
- Production Agriculture (AG)
- Parks and Open Space (POS)
- State and Federal Lands (SFL)

- Conservation Easements
- Town of Boone
- Floodzones
- Rivers, Lakes, and Streams

Source: City of Pueblo, Pueblo County, CDOT, CDPHE

SECTION 3 ENDNOTES

1 https://www.historycolorado.org/story/do-you-know-place/2019/12/12/maces-hole-history-bandits-brigands-and-beulah

2 https://www.chieftain.com/article/20151205/NEWS/312059975

3 https://thebeulahnewspaper.com/december-2018 and https://www.historycolorado.org/sites/default/files/media/documents/2020/cfr_banner_2019_web.pdf

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SECTION 4

IMPLEMENTATION AND MONITORING



ABOUT THIS SECTION

This section highlights major initiatives that will support the implementation of the Regional Comprehensive Plan over the next one to three years. As a reflection of the region's ongoing commitment to collaboration, many of the initiatives identified will require the coordinated efforts of Pueblo County, the City of Pueblo, metropolitan districts, service providers, and other partner organizations within the region. This section is intended as a tool to help inform the creation of more detailed work programs, capital improvement plans, budgets, and other mechanisms that will help support the implementation of the Regional Comprehensive Plan.

PRIORITY INITIATIVES

REGIONAL INITIATIVES

COUNTY INITIATIVES

CITY INITIATIVES

PRIORITY INITIATIVES

Priority initiatives are actions that will support the implementation of the Regional Comprehensive Plan over the next one to three years. The lists of priority initiatives that follow are organized by those that explicitly require regional cooperation to accomplish and those that will be led by Pueblo County, the City of Pueblo, or the Pueblo West Metropolitan District with support from other regional partners. Each initiative is accompanied by an explanation of the following:

Regional Partners

The Regional Comprehensive Plan is a demonstration of the collaborative and interconnected work being done by the County, City, and Pueblo West. Many other organizations, special districts, and agencies play a critical role in local and regional initiatives.

Initiative Types

Each initiative falls within one of four categories:

- **Regulatory revisions**. Zoning and development regulations are one of the primary tools Pueblo County and the City of Pueblo uses to implement the Future Land Use Plan and set out in the Regional Comprehensive Plan. Initiatives in this section highlight some of the types of regulatory revisions that should be considered to support the implementation of the Master Plan.
- **Regional planning.** Ongoing or new regional efforts related to planning, development review, permitting, and service provision issues.
- **Local plans and policies.** More detailed planning at a local or neighborhood level will be necessary in some instances to supplement the recommendations in this Regional Comprehensive Plan.
- **Monitoring.** Data and analysis used to monitor housing, population, economic, and other regional trends will need to be coordinated among multiple agencies.

Timing

An estimated timeframe is provided for each initiative:

- **Near-term.** These initiatives are planned for completion within one- to three-years of Regional Comprehensive Plan adoption, and in some instances are already underway.
- **Ongoing.** These initiatives are performed on a recurring basis and are listed with their associated timeframe as applicable (i.e., annually, as-needed, etc.)

Relationship to Regional Comprehensive Plan

Guiding principles and goals that are directly supported by each initiative are referenced where applicable. However, many of the initiatives are cross-cutting in that they will help advance multiple aspects of the Regional Comprehensive Plan.

Regional Initiatives

Initiatives/Related Goals	Responsibility	Type
Near-term		
Develop an intergovernmental agreement regarding future growth in the unincorporated areas to support the consistent application of criteria for major projects as established in Section 3: Regional Development Plan. *(Directly supports Guiding Principle 6)*	Lead: City and County Partner(s): Service providers	Regional planning
Integrate fiscal impact modeling into review of major projects (as defined by this Regional Comprehensive Plan) *(Directly supports Goal 6.1)*	Lead: County Planning and Development Department, City Planning and Community Development Department Partner(s): Pueblo Regional Building Department, Pueblo County departments, City of Pueblo departments	Local plans and policies
Ongoing or Currently Underway		
Improve broadband access *(Directly supports Policy 3.2.2)*	Lead: Service Providers Partner(s): City, County, and Pueblo West	Regional planning
Support regional marketing efforts like Choose Pueblo *(Directly supports Goal 4.1, Goal 4.4, Policy 5.1.4, and Goal 5.2)*	Lead: City and County Partner(s): Other regional partners	Regional planning
Coordinate planning for decommission of the Pueblo Chemical Depot and redevelopment of PuebloPlex site *(Directly supports Policy 2.5.2, Goal 5.1, and Policy 6.2.5)*	Lead: County Planning and Development Department, City Planning and Community Development Department Partner(s): Pueblo County departments, City of Pueblo departments, other regional partners	Regional planning
Coordination on Pueblo Means Business initiative and plans for a regional development services center *(Directly supports Goal 5.5)*	Lead: Pueblo County Partner(s): City, Pueblo West, Regional Building	Regional planning
Coordinate on implementation of One Pueblo (highlight specifics that support the guiding principles outlined in this plan) *(Directly supports Goal 5.2)*	Lead: PEDCO Partner(s): County, City, and other regional partners	Regional planning
Work with state, regional, and local partners on funding, planning, developing, and maintaining regional trail networks like the Fountain Creek Trail, Arkansas River Trail, and Front Range Trail *(Directly supports Policy 4.2.4 and Policy 4.2.5, Goal 7.1, Policy 7.3.2)*	Lead: County Planning and Development Department, City Planning and Community Development Department Partner(s): Pueblo County departments, City of Pueblo departments, other regional partners	Regional planning

County Initiatives

Initiatives/Related Goals	Responsibility	Type
Near-term		
Update development code to: • Modernize districts and uses to expand flexibility/provide more tailored guidance as appropriate in different parts of the County • Update development standards to address compatibility issues/incorporate various targeted amendments that have been recently completed • Incorporate standards and incentives to promote sustainable development practices (e.g., building and site design, landscaping) *(Directly supports Goals 1.1, 1.2, 1.3, 6.1, 6.2, 6.3, and 6.4)*	Lead: County Planning and Development Department Partner(s): County Public Works Department, Pueblo West Community Development Department	Regulatory revisions
Formalize and expand support for agricultural protections: • Establish a dedicated staff position with a focus on agricultural outreach, education, advocacy, food systems (access, security, urban agriculture, food policy), conservation strategies, and management of TDR/PDR program (if pursued) • Explore creation of TDR/PDR program or other conservation programs as part of development code update • Continue to explore concepts presented by Palmer Land Conservancy for Bessemer Ditch water usage/transfer strategies in collaboration with Pueblo Water, the City of Pueblo, area producers, and other stakeholders • Expand awareness of available programs and incentives (e.g., State initiatives such as Agricultural Workforce Development Program and Beginner Farmer Program) *(Directly supports Goals 2.1, 2.2, 2.3, 2.4, 2.5, and Policy 6.3.2)*	Lead: County Planning and Development Department Partner(s): City, conservation organizations and other agricultural stakeholders	Regulatory revisions
Update regional transportation model to incorporate updated Future Land Use Plan *(Directly supports Policy 7.1.1)*	Lead: PACOG, County Planning and Development Department Partner(s): County Public Works Department	Regional planning
Expand data layers available through County's mapping portal to aid in review of compatibility and siting considerations for future development (e.g., solar projects, prime agricultural land, crops, conservation easements) *(Directly supports Policies 5.5.2, 6.1.1, and 7.4.4)*	Lead: County Planning and Development Department Partner(s): County Information Technology Department	Local plans and policies
Ongoing		
Secure matching funding necessary to complete the extension of Joe Martinez Boulevard as an alternate connection between Pueblo West and the City of Pueblo (?) *(Directly supports Policies 7.1.5 and 7.3.2)*	Lead: County Planning and Development Department Partner(s): County Public Works Department, City Planning and Community Development Department, Pueblo West Public Works Department, Pueblo West Parks and Recreation Department	Regional planning

City Initiatives

Initiatives/Related Goals	Responsibility	Type
Near-term		
Consolidate and update land use and subdivision regulations as part of a Unified Development Code with a focus on: • Modernizing districts and uses to expand opportunities for housing and mixed-use development • Updating development standards to address considerations of larger residential projects, infill compatibility, density transitions, screening, etc. • Tailoring requirements to fit different development contexts with in the City and reduce non-conforming uses (e.g., residential design standards) • Incorporating standards and incentives to promote sustainable development practices (e.g., building and site design, landscaping) *(Directly supports Goals 1.1, 1.2, 1.3, 6.1, 6.2, 6.3, and 6.4)*	Lead: City Planning and Community Development Department Partner(s): City of Pueblo departments	Regulatory revisions
Explore development of new mechanisms and tools that can help fund infrastructure needed to support new development. Evaluate the feasibility and need for tools such as impact fees to ensure new development can be supported. *(Directly supports Policy 6.1.7)*	Lead: City Public Works Department Partner(s): City Planning and Community Development Department	Regulatory revisions
Prepare a Subarea Plan for Downtown Pueblo to provide more tailored guidance regarding the overall mix of uses; extent and intensity of development desired in different parts of Downtown; the identification of catalyst sites; active solicitation of opportunities for those sites, and a strategic plan guiding public, private, and partner investments, roles/responsibilities, and actions. *(Directly supports Policies 1.1.7, 4.4.5, and 6.2.1)*	Lead: City Planning and Community Development Department Partner(s): City of Pueblo departments	Planning
Prepare a subarea plan for East Pueblo with a focus on increasing reinvestment and access to goods and services. (i.e., attracting food stores to the area). *(Directly supports Goals 3.2 and 3.3)*	Lead: City Planning and Community Development Department Partner(s): City Housing and Citizen Services Department, City Parks and Recreation Department, City of Pueblo departments	Planning
Prepare a Highway 50 and I-25 Redevelopment Plan to establish a strategy for redevelopment in this area. *(Directly supports Goals 6.1 and 6.2)*	Lead: City Planning and Community Development Department Partner(s): City of Pueblo departments	Planning
Identify high-priority neighborhoods for historic preservation based on level of historic quality and risk of resident displacement *(Directly supports Goal 1.2 and Goal 4.1)*	Lead: City Planning and Community Development Department Partner(s): City of Pueblo departments	Planning

Initiatives/Related Goals	Responsibility	Type
Update the Parks and Recreation Plan to establish priorities for maintaining existing infrastructure, expanding parks and services, and ensuring equitable access to recreation amenities *(Directly supports Goal 3.3 and Goal 7.4)*	Lead: City Planning and Community Development Department Partner(s): City of Pueblo departments	Planning
Ongoing		
Support efforts of the Neighborhood Stabilization Program to purchase, rehabilitate, and develop affordable housing *(Directly supports Goal 1.1, Goal 1.2, and Goal 1.3)*	Lead: City Planning and Community Development Department Partner(s): City of Pueblo departments	Local plans and policies

Pueblo West Initiatives

Initiatives/Related Goals	Responsibility	Type
Near-term		
Collaborate with Pueblo County on updates to County zoning and development standards to support desired land use patterns in Pueblo West. *(Directly supports Goals 1.1 through 1.6, and Goals 6.1 and 6.2)*	Lead: County Planning and Development Department Partner(s): County Public Works Department, Pueblo West Community Development Department	Regulatory revisions
Continue to pursue a variety of strategies that increase the feasibility of development on lots owned by PWMD and encourage new development, including, but not limited to—proactive rezoning, consolidation of lots, strategic sales, and infrastructure enhancements. *(Directly supports Goals 1.5 through 1.7, 3.1 through 3.4, 3.6, and 6.3)*	Lead: Pueblo West Community Development Department Partner(s): Pueblo County Public Works Department	Local plans and policies
Actively participate in ongoing planning for the future extension of Joe Martinez Drive east to West 24th Street to help alleviate congestion along Highway 50 and provide an alternate route between Pueblo West and Downtown Pueblo *(Directly supports Goals 1.1, 1.2, and 1.4)*	Lead: County Planning and Development Department Partner(s): County Public Works Department, City Planning and Community Development Department, Pueblo West Public Works Department, Pueblo West Parks and Recreation Department	Regional planning
Ongoing		
Develop a strategy or mechanisms for funding of new roadway development or repair of existing roadways through use of special assessment districts. Use localized funding approaches to allow for multiple lots to be provided access through joint funding of street extension or repair. Focus on non-paved roads and roads not accepted for county service. *(Directly supports Goals 1.1 through 1.6, and 6.1 through 6.3)*	Lead: Pueblo West Public Works Department Partner(s): Pueblo County Public Works Department	Regulatory revisions

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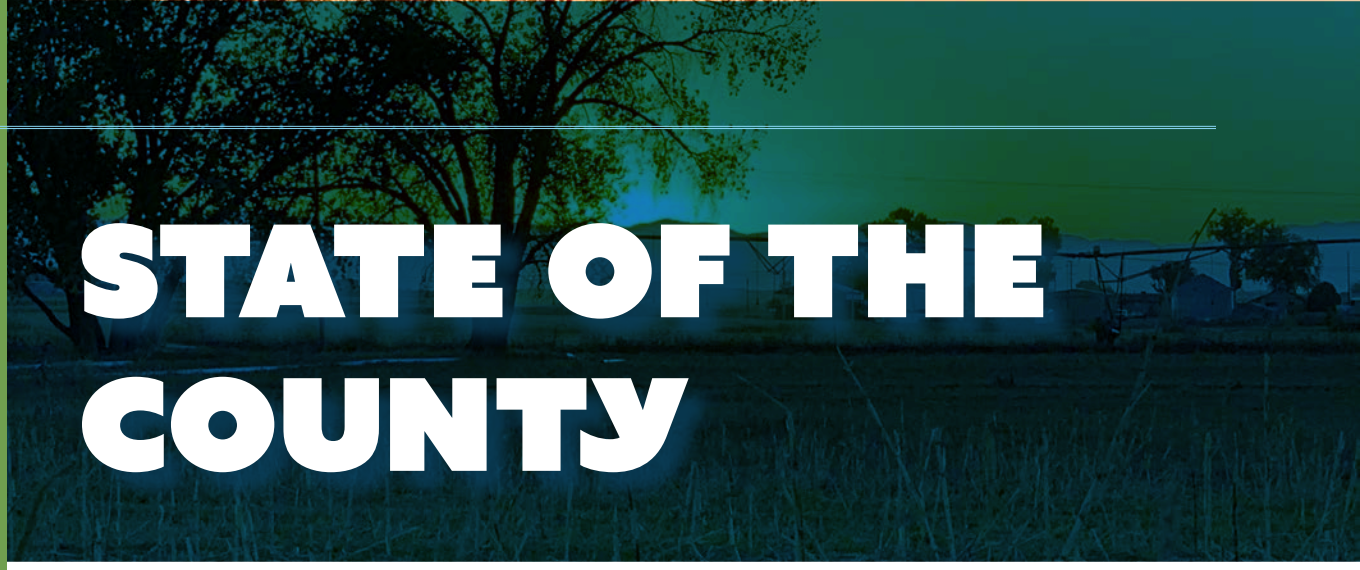
APPENDIX A



STATE OF THE COUNTY

The State of the County report was an interim work product prepared as part of the Regional Comprehensive Plan process. The report contains three sections:

Setting the Stage. As a foundation for the sections that follow, this section provides an overview of demographic and socioeconomic data and trends for Pueblo County.

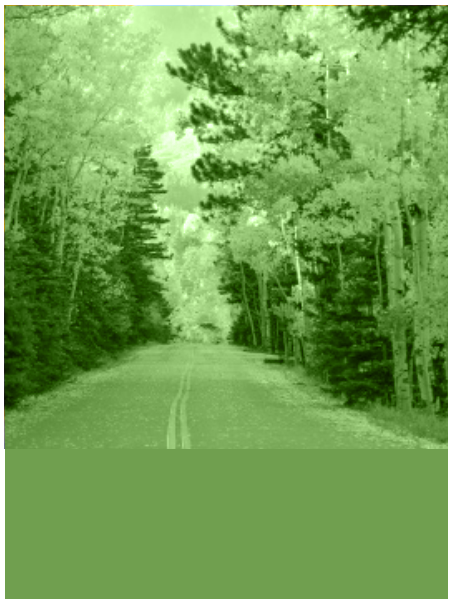
Focus Areas. This section explores current conditions and trends, issues and opportunities, and related plans and studies specific to five focus areas that emerged as major topics for discussion during initial meetings with project stakeholders in late 2020. These focus areas include:

- Infrastructure and Services
- Growth and Development
- Economic Base
- Communities and Neighborhoods
- Community Assets

Key Policy Choices. This summary section highlights key policy choices that were explored as part of the Regional Comprehensive Plan process, in response to identified trends, current policies, and existing conditions in each focus area.

Data in this report is intended to be updated from time to time.









STATE OF THE COUNTY REPORT

Pueblo Regional Comprehensive Plan

July 2021

Updated Dec. 2021

YOUR PLAN YOUR PUEBLO

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ABOUT THIS REPORT







BACKGROUND

Pueblo County—in partnership with the City of Pueblo, Pueblo West, the towns of Boone and Rye, and the unincorporated communities—is conducting a major update of the Region's Comprehensive Plan for the first time since 2002.

The Regional Comprehensive Plan process provides an opportunity to explore what is working well in Pueblo County and to identify what improvements are needed for the future. The updated plan will serve as a policy guide to help inform future decisions related to growth and development in Pueblo County.

This process also provides an opportunity to build upon the numerous recent and ongoing efforts and initiatives underway in the region, many of which are highlighted throughout this report.

PROJECT TIMELINE

The Regional Comprehensive Plan process kicked off in late 2020 and is anticipated to be complete in early 2022. Opportunities for stakeholder and community input will be provided at key points during the process, as illustrated on the diagram above.



PURPOSE AND ORGANIZATION

This State of the County report is provided to help build shared understanding of where we are today, and where we will be in the future based on current trends, and to help frame the questions that need to be considered as part of the Regional Comprehensive Plan process. The report contains three sections:

Setting the Stage. As a foundation for the sections that follow, this section provides an overview of demographic and socioeconomic data and trends for Pueblo County.

Focus Areas. This section explores current conditions and trends, issues and opportunities, and related plans and studies specific to five focus areas that emerged as major topics for discussion during initial meetings with project stakeholders in late 2020. These focus areas include:

- Infrastructure and Services
- Growth and Development
- Economic Base
- Communities and Neighborhoods
- Community Assets

Current and future conditions in these five focus areas are closely inter-related. As the Regional Comprehensive Plan process progresses, key choices in each area will need to be evaluated based on whether they will support—or potentially hinder—Pueblo County's desire for a sustainable and resilient future. This report highlights the social, economic, and environmental factors that must be considered as goals and policies are made.

Key Policy Choices. This summary section highlights key policy choices that will need to be explored as part of the next steps in the Pueblo County Regional Plan process, in light of identified trends, current policies, and existing conditions in each focus area.

SETTING THE STAGE





Pueblo County encompasses 1,509,127 acres (2,358 square miles)—only slightly smaller than the state of Delaware. Primary population centers in the County include the City of Pueblo, the unincorporated metro districts of Pueblo West and Colorado City, and the towns of Boone and Rye. Metro districts are service districts permitted by an act of the Colorado Legislature to provide municipal services such as street improvements, fire protection, recreation, and water and sewer services. They do not have the power to provide police services or zoning and subdivision. Pueblo County provides these services to residents of the unincorporated metro districts.

Data and information in this section is generally broken out for Pueblo County, the City of Pueblo, and (where available) for Pueblo West.

POPULATION

Description	2000	2010	2019	2000-2019[1] Total	Ann. #	Ann. %
Pueblo	102,121	106,881	112,251	10,130	533	0.5%
Rye	202	153	160	-42	-2	-1.2%
Boone	329	340	359	36	2	0.6%
Unincorp. Area						
Pueblo West	16,996	27,854	31,849	14,853	782	3.4%
Colorado City	1,993	1,384	2,347	354	19	0.9%
Rest	20,166	22,884	21,144	978	51	0.2%
Unincorp. Area Total	39,155	52,122	55,340	16,185	852	1.8%
Pueblo County	141,854	159,496	168,110	26,256	1,382	0.9%
Colorado	4,338,785	5,050,332	5,763,976	1,425,191	75,010	1.5%

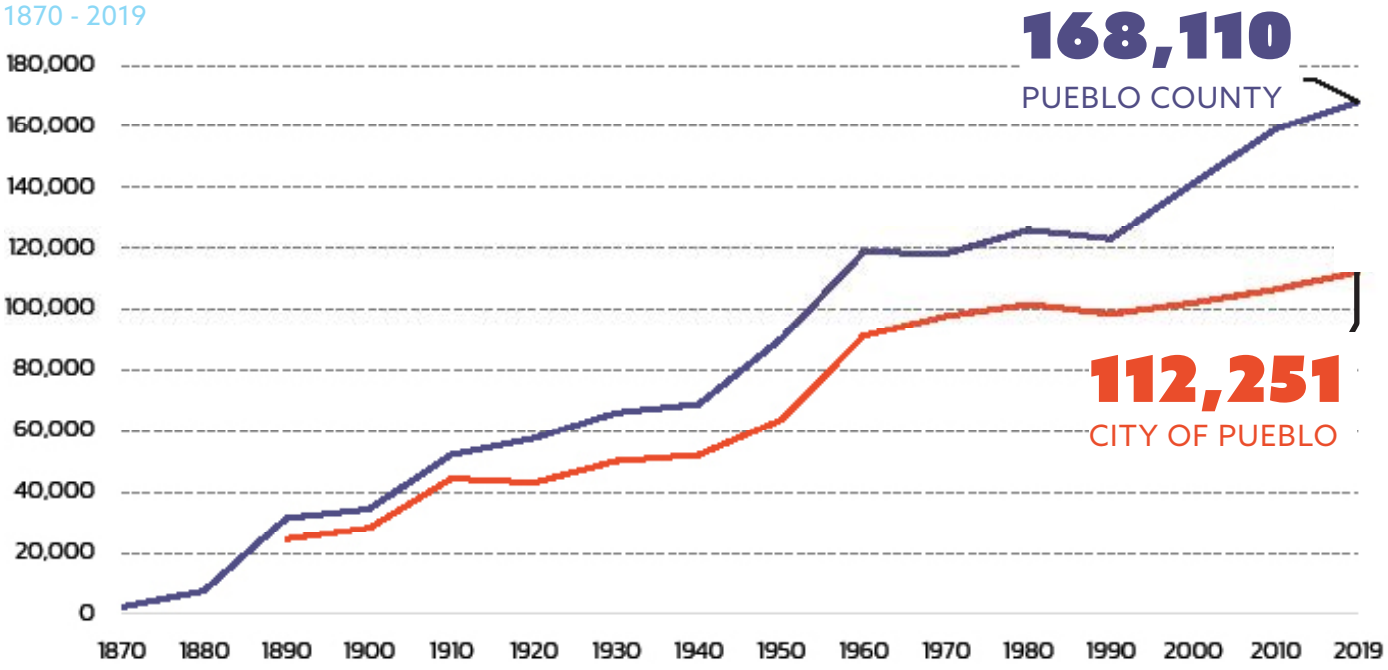
Population 1870 - 2019

In 2019, Pueblo County has 168,110 residents, approximately two-thirds of whom reside within the City of Pueblo. Over time, the City accounts for a decreasing share of Pueblo County's population, as Pueblo West captures a greater share of population growth. Overall, the County has been adding 9,047 new residents per year since 2010.

168,110
PUEBLO COUNTY POPULATION

.9%
ANNUAL GROWTH RATE

Pueblo City and County Population[2]
1870 - 2019



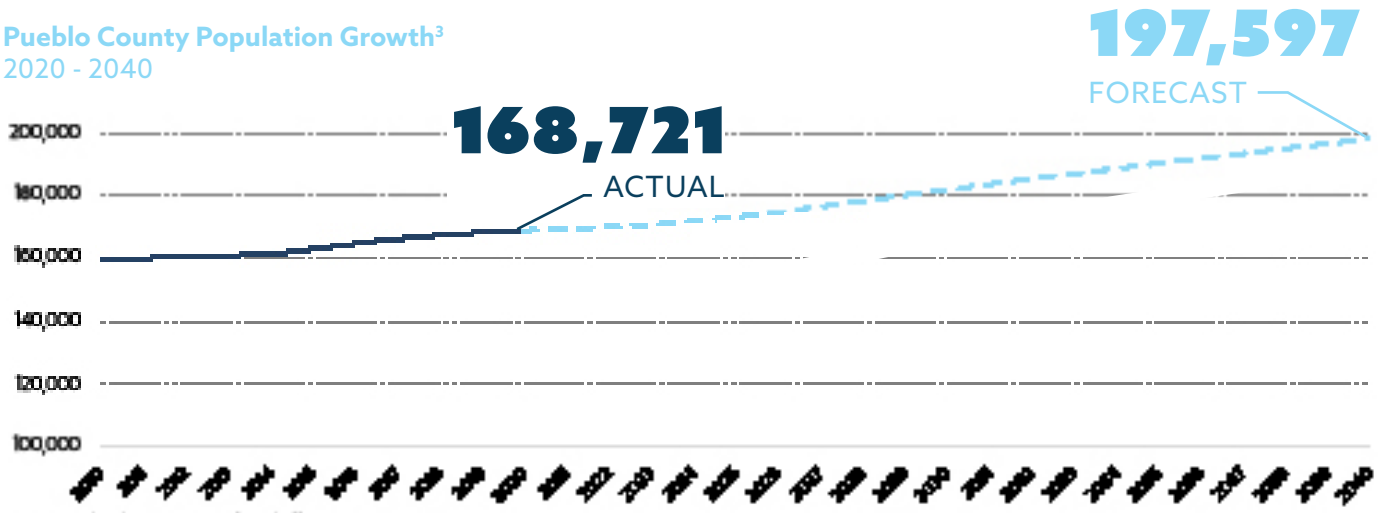
Current Population

There are 168,110 residents in Pueblo County in 2019. Of those, 112,251 (67 percent) live in the City, and 55,340 (33 percent) live outside City limits. Pueblo West is the fastest growing area in the County, increasing annually by 3.4 percent, while the City grows at 0.5 percent annually. Colorado City is growing at a rate of.9 percent per year, while other small, outlying communities in the County have maintained their populations without growing larger. Taking all communities into account, the County's overall rate of growth between 2000 and 2019 has been 0.9 percent.

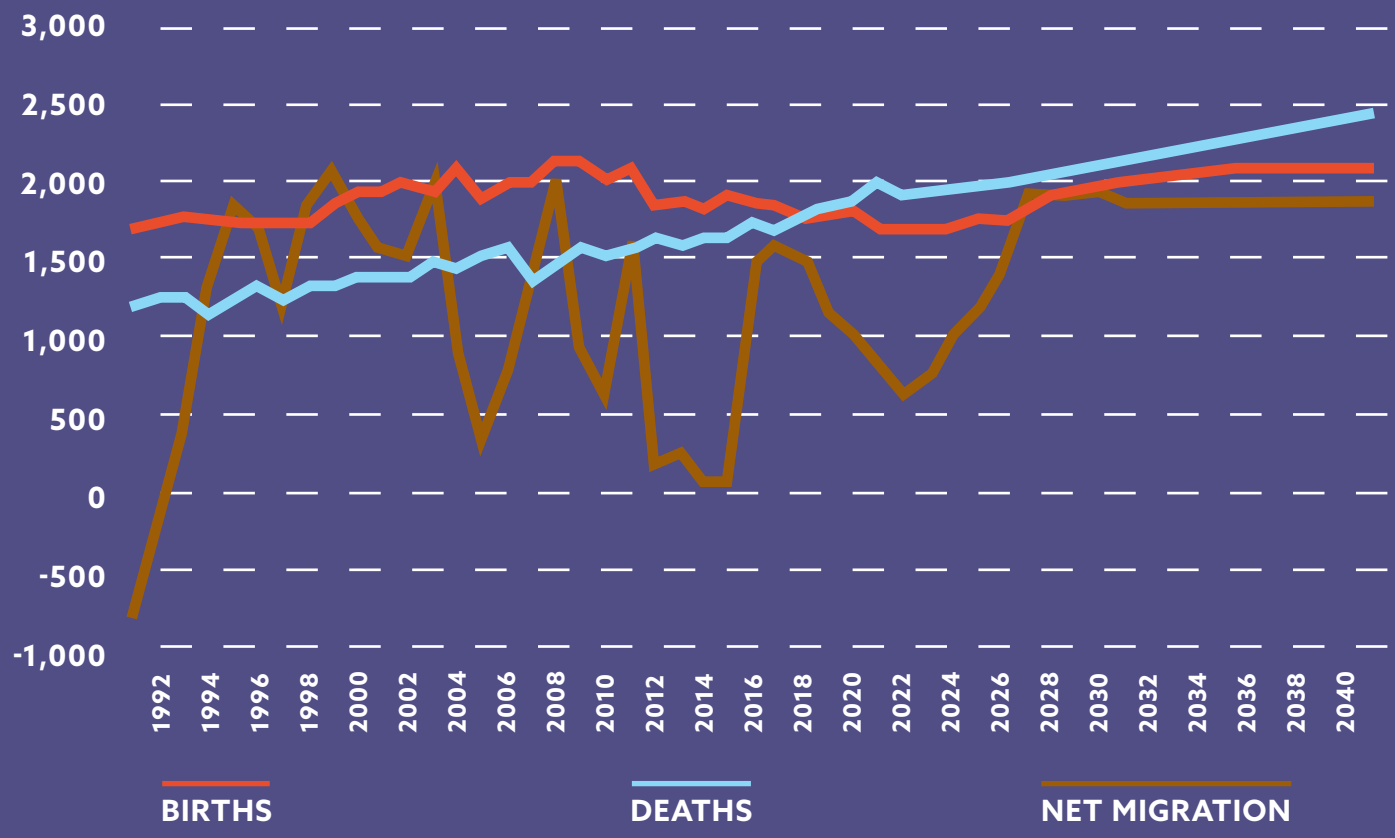
Population Forecast

From 2020 to 2040, the County's rate of growth is anticipated to continue at a steady rate, similar to the rate of increase between 2000 to 2019. Overall, the County will add approximately 29,000 new residents by 2040. This is 1,462 new residents per year, or an annual growth rate of 0.8 percent.

Pueblo County Population Growth[3]
2020 - 2040



Pueblo County Births, Deaths, and Migration[4]
1990 - 2040

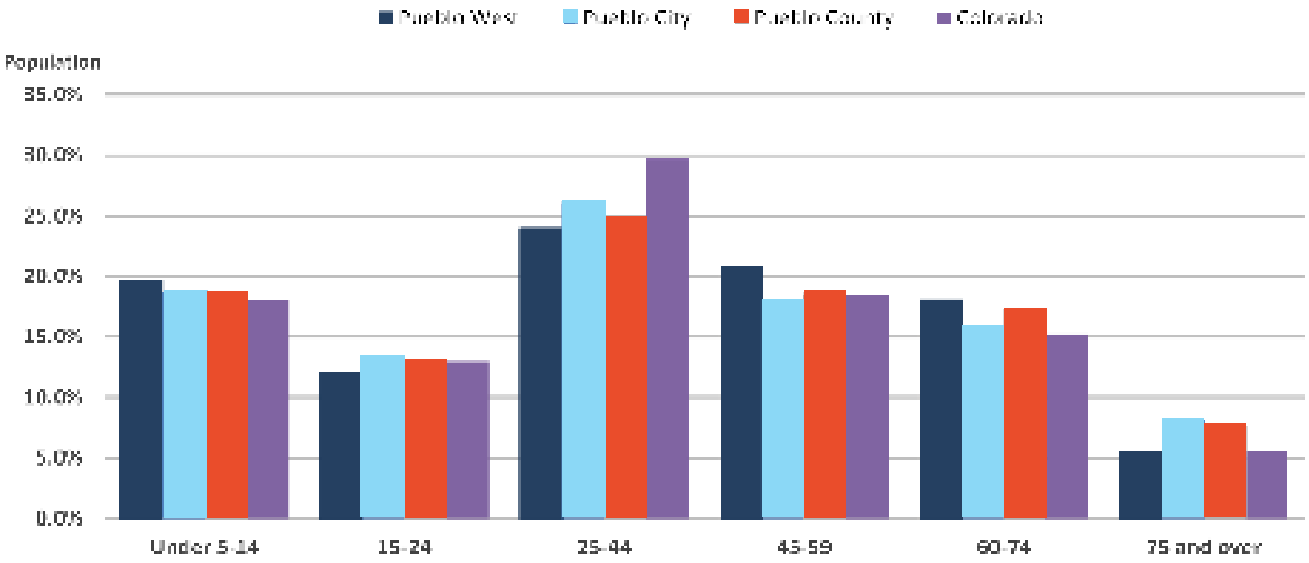


FACTORS DRIVING PUEBLO COUNTY'S GROWTH TRENDS

The County's rate of births has held relatively steady over the time frame from 1990 to 2020. The rate of deaths began to outpace births in 2016, and is projected to increase between 2020 and 2040. Migration has varied significantly over the time frame, dependent in part on economic cycles. Projected growth in the County is anticipated as a result of new residents moving into the area, which counterbalances the rate of births being lower than the rate of deaths.

DEMOGRAPHICS

Age Distribution by Population, 2019[5]



Age

The County's median age is 39.3 years. This is slightly lower in the City, at 37.7 years, and slightly higher in Pueblo West, at 40.4 years. The largest cohort is adults, 25-44, and the smallest is adults, 75 and over. The number of residents in the County under the age of 25 has decreased since 2010, and comprises 12-14 percent of the population, while the number of 60-74-year-old is the fastest growing segment of the population, increasing 3.5 percent annually.

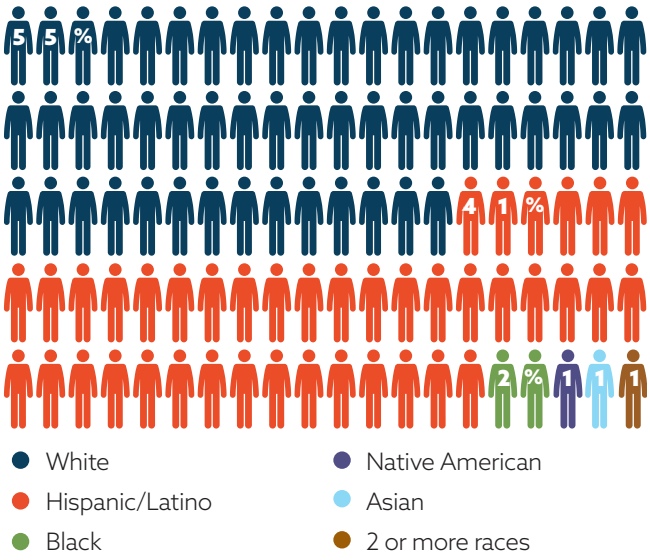
Racial/Ethnic Composition

Between 2010 and 2019, Pueblo County grew more diverse, with an increase of residents in both the City of Pueblo and Pueblo West identifying as Hispanic or Latino.

This increase in minority population is most pronounced in the City of Pueblo—already a majority minority community in 2010, when 52 percent of residents identified as minority or mixed-race. In 2019, that percentage has risen to 56, with Hispanic or Latino residents alone accounting for 51 percent of the City's population (up from 48 percent in 2010).

Though Pueblo West also saw a three percent increase in Hispanic or Latino residents, from 23 to 26 percent, it remains majority white, with 69 percent of residents describing themselves as White alone.

Race/Ethnicity Pueblo County, 2010[6]



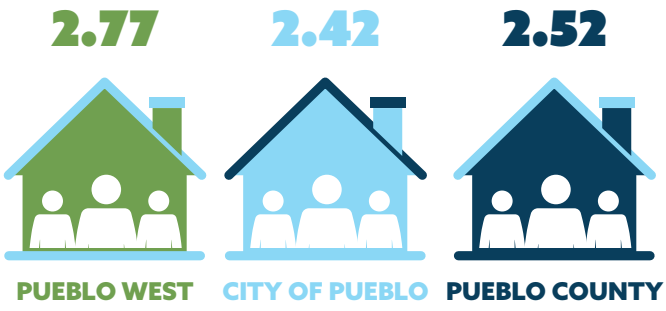
Pueblo County, 2019[7]



Household Size

In 2019, the average household size in Pueblo County is 2.52 people per household. Household size in the City is slightly smaller, with 2.42 people per household, while in Pueblo West the average household size is greater at 2.77 people per household. Household size did not change significantly in any jurisdiction between 2010 and 2019.

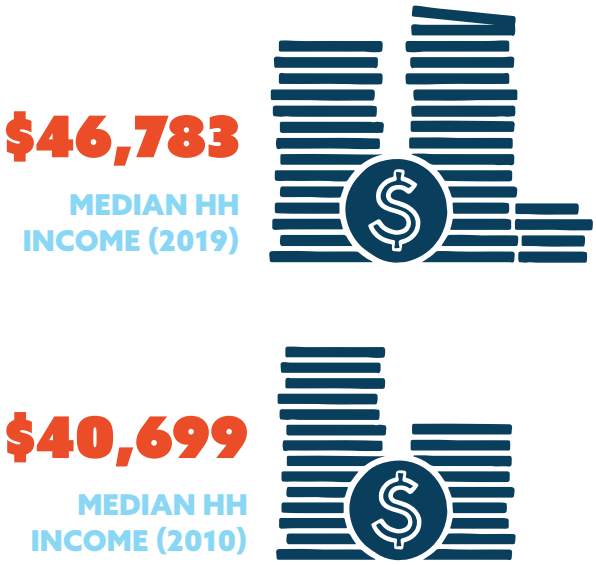
Average Household Size, 2010 and 2019



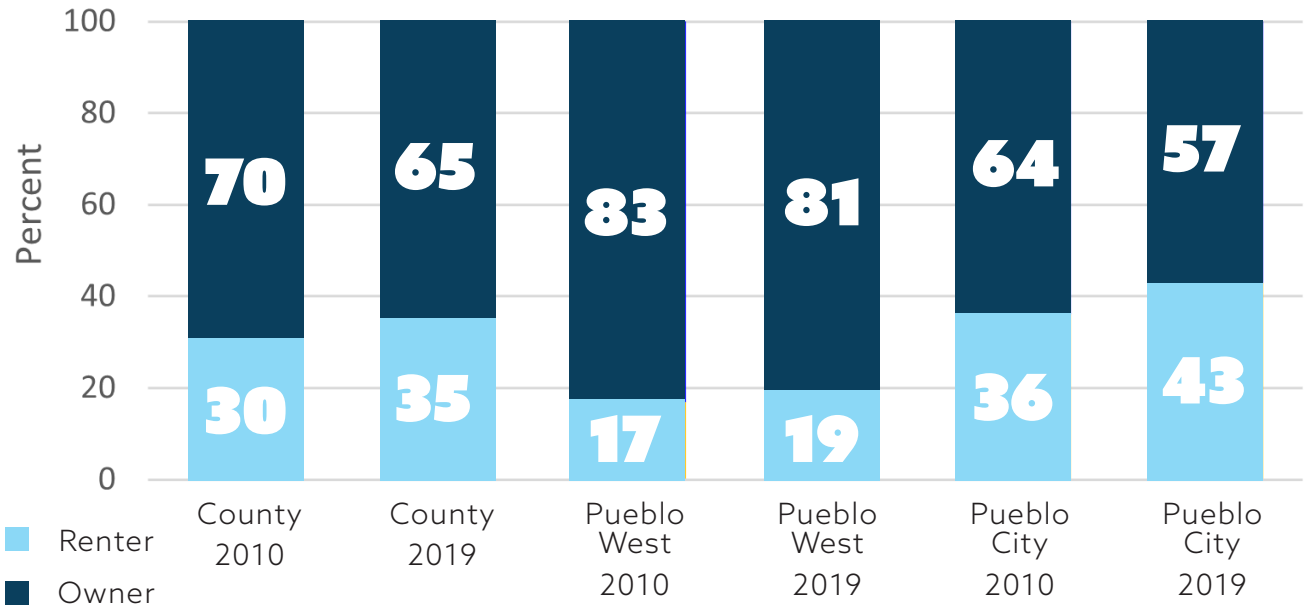
Median Income

The County's median household income in 2019 is $46,783. This is an increase of 15 percent over 2010, when the County-wide median income was $40,699. In both 2010 and 2019, the median in Pueblo West remained higher than the County wide median, which in turn has been higher than the City median. Pueblo West median income increased the most over the time period, rising 21 percent from $59,068 in 2010 to $71,553 in 2019. In the City, the 2010 median increased 18 percent, from $34,323 to $40,450 in 2019.

Pueblo County Median Income, 2010 and 2019[8]



Homeowners and Renters by Jurisdiction[9]
2010 and 2019



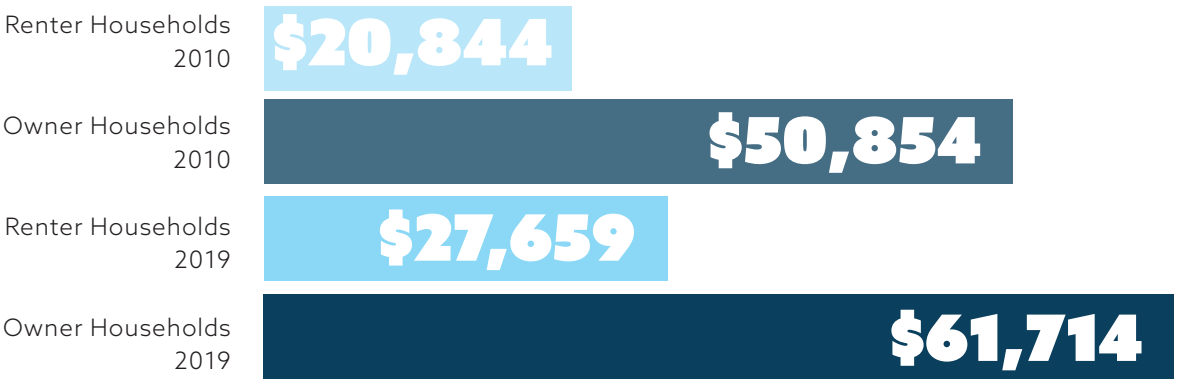
Household Tenure

In all jurisdictions, the rate of homeownership versus rental has declined from 2010 to 2019. Pueblo West has maintained the highest rate of ownership at 81 percent – well above the rate for Colorado as a whole at 65 percent. In 2019, this rate is only a slight decline from the 2010 rate of ownership, which was 83 percent. By contrast, the City of Pueblo's home ownership rate lags the state by 8 percent (57 percent for the City), and has declined by seven percent from 2010 to 2019. At a County level, the trends are the same: a decline in ownership levels between 2010-2019, at a rate between that of the City and Pueblo West.

Household Income by Tenure, 2010 and 2019

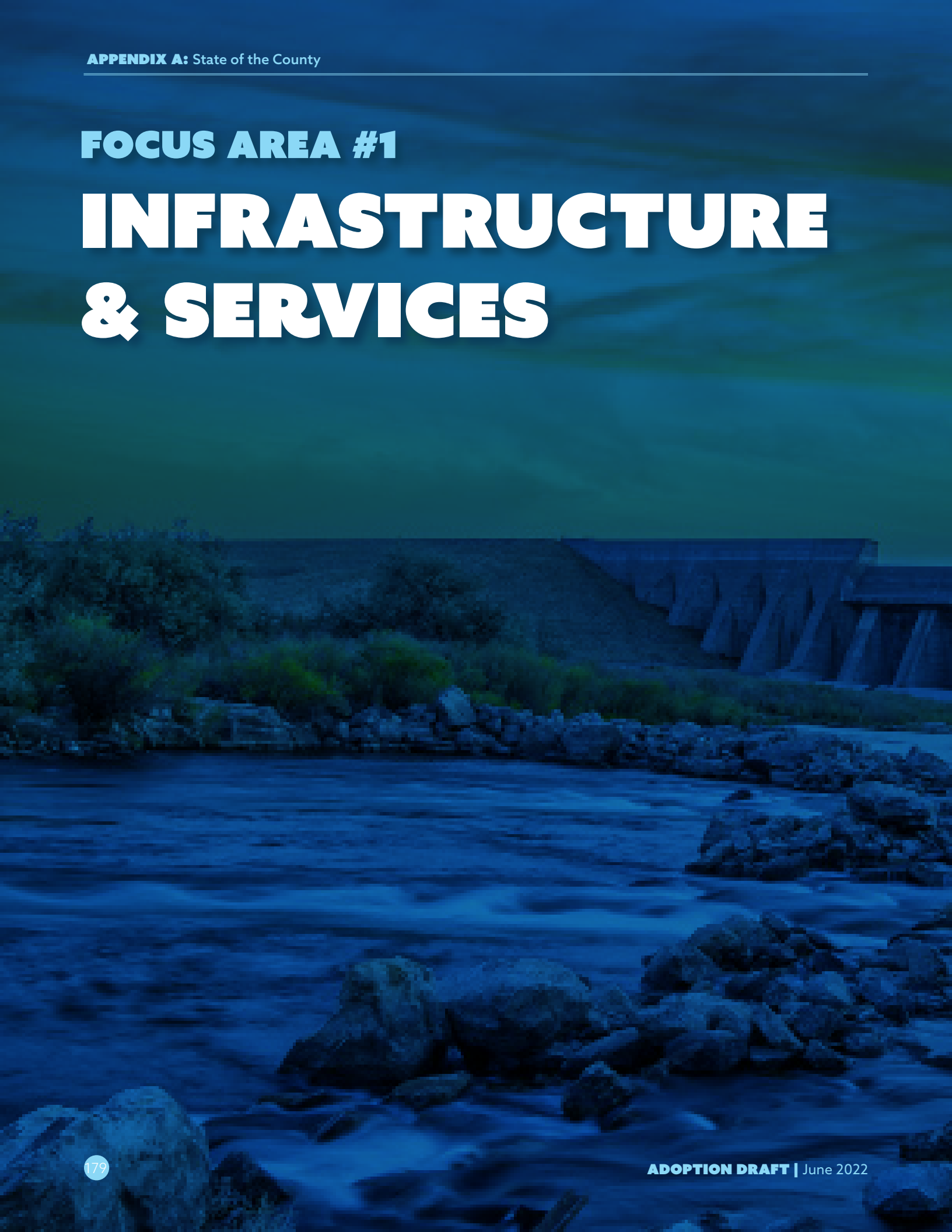
A persistent income disparity exists in all jurisdictions between the median income for renter households, and the median income for homeowners. At the County level in 2010, the median income for renters was $30,010 less than that of homeowners, and that disparity increased to $34,055 in 2019. This discrepancy in renter median income versus homeowner median income increased in all jurisdictions from 2010 to 2019, where it is now a difference of $30,208 per year in the City, and $30,728 per year in Pueblo West.

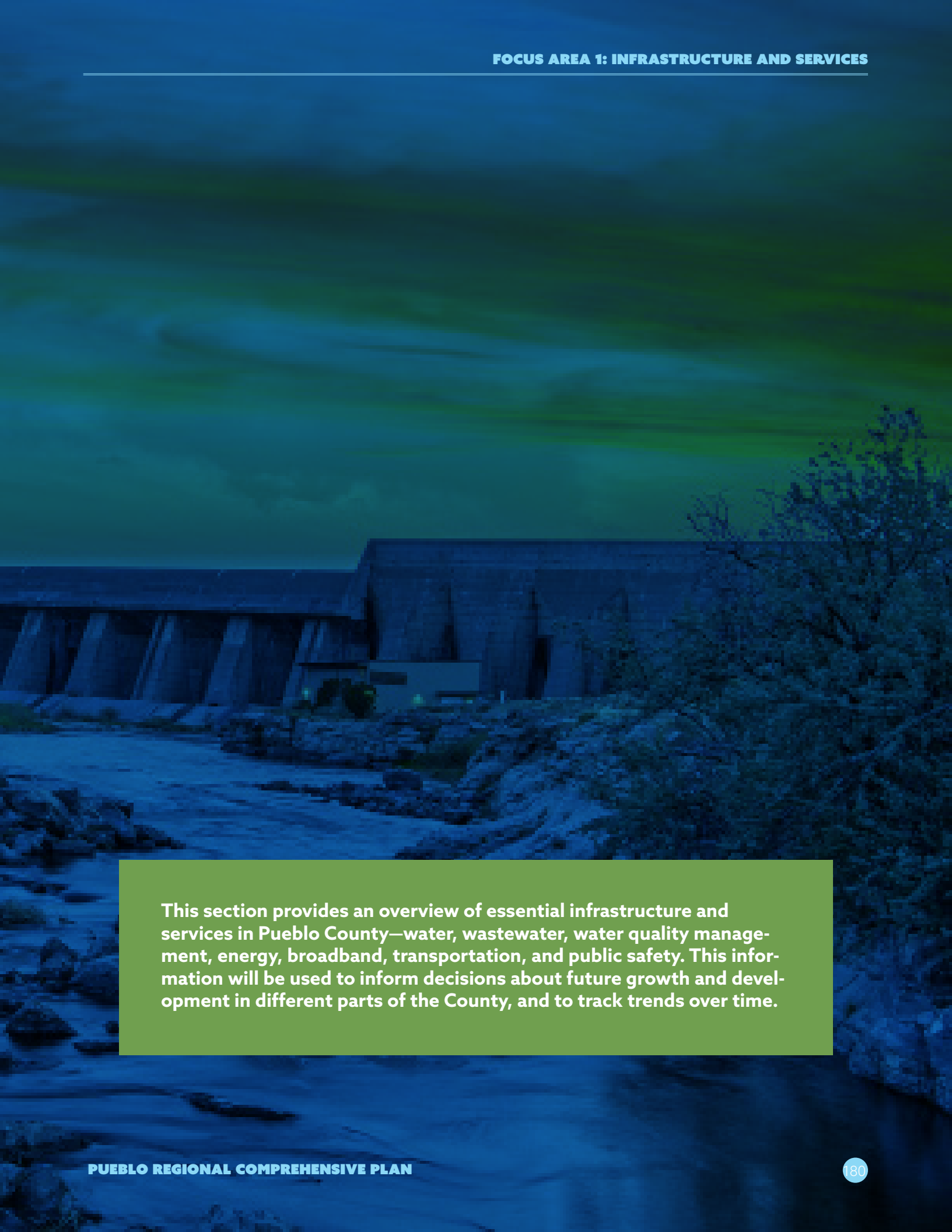
Pueblo County Median Income by Tenure[10]
2010 and 2019



FOCUS AREA #1

INFRASTRUCTURE & SERVICES





This section provides an overview of essential infrastructure and services in Pueblo County—water, wastewater, water quality management, energy, broadband, transportation, and public safety. This information will be used to inform decisions about future growth and development in different parts of the County, and to track trends over time.

WATER AND WASTEWATER

Pueblo County residents are currently served by seven individual water service districts, some of which also provide wastewater service. Residents outside these service districts typically rely on individual wells and septic systems. A brief overview of each provider's service area, current and projected service levels, and usage parameters is summarized below.

City of Pueblo

Water[11-12]

The Pueblo Board of Water Works (Pueblo Water) provides domestic water service to approximately 68% of Pueblo County's population.

Service Area. Pueblo Water's service area generally aligns with the City of Pueblo limits.

Current and Projected Service Levels. In 2018, Pueblo Water provided service to 112,000 people through 40,027 taps, and projected the ability to serve a population of 300,000. Pueblo Water obtains supply from several sources, and possesses very senior rights dating back to the late 1800s on many of these sources. Additionally, in 2009, Pueblo Water purchased a 28 percent share of the water in the Bessemer Irrigation Ditch. Water Court approval was obtained in 2019, but there are additional steps that need to be taken prior to the water being available for municipal use - re-vegetation and dry-up of the historically irrigated land. It is anticipated that the 28% share of Bessemer Ditch water will continue to be used for irrigation until it is needed in the City.

Current and Projected Water Use. Demand decreased over the past decade due to conservation efforts and increased use of water-efficient appliances. However, Pueblo Water anticipates an increase in demand over the 20-year planning horizon as a result of population growth and the effects of climate change. The extent of increased demand as a result of climate change is difficult to predict, but is related to both the possible rise in temperature and a decrease in precipitation levels. Even accounting for a measure of increased demand, Pueblo Water projects sufficient supply to support new development. Pueblo Water is in the process of creating a Water Conservation Plan (currently under review) to identify ways to offset anticipated increases in demand.

Water Demand in Acre Feet, 2019[13]

Sector	Pueblo Water	Pueblo West
Agriculture	20K	--
Industrial	12K	--
Municipal/Residential SF	12.6K	3.2k
Municipal/Residential MF	2.4K	153
Municipal/Commercial	7.5K	658
Irrigation of parks and other public spaces	3K	--

Gallons per capita water demand, 2019[14]

	Pueblo Water	Pueblo West
Residential	122	--
System wide	207	158
% Target for Conservation	TBA	7% of 158

Distribution System. The extent of the existing distribution system does not correspond with the larger boundaries of the service area. This may act as a constraint to development in areas not yet served by the system, and expansion is costly. Further, any possibility of expanding the system must be balanced against the on-going expense of repairing and replacing the existing, aging mains.

Water Quality.[15] Pueblo Water routinely monitors for contaminants in the drinking water system in accordance with federal and state laws. The most recent reporting period showed no violations, significant deficiencies, or formal enforcement actions.

Stormwater[16]

The City of Pueblo Stormwater Utility Division is responsible for providing services necessary to meet the requirements of the Clean Water Act and to implement all required provisions of the National Pollutant Discharge Elimination System (NPDES) Phase II Program. The Division also conducts education and outreach programs design to raise awareness about run-off issues and surface water pollution prevention.

Wastewater[17]

The City of Pueblo Wastewater Department is responsible for collection and treatment of sanitary sewage within the City limits of Pueblo.

Capacity. The James R. Dilorio Water Reclamation Facility treats wastewater generated in homes, businesses, and industries throughout the City of Pueblo. In addition, sanitary wastes from the Blende, Salt Creek, and St. Charles Mesa sanitation districts as well as from septic tanks throughout Pueblo County are treated at the facility. Currently, the Facility is operating at 59 percent of its wastewater treatment and processing capacity. The need to expand capacity is not anticipated based on growth projections through 2040.

Treatment and Processing System. Ongoing improvements to the City's Water Reclamation Facility are being initiated to eliminate obsolete and aging infrastructure, and to decrease the quantity of selenium and sulfate discharged from the processing plant. Both of these substances are cited as impairing water bodies in the region's watershed.

Pueblo West Metro District[18]

Water

Service area. The Pueblo West Metro District (PWMD) water service area encompasses an area of approximately 31,000 acres, largely aligned with the PWMD's boundaries.

Current and Projected Service Levels. As of 2021, the PWMD provided 12,490 taps, approximately 68 percent of full build out (full build out projected at 18,373 taps). In projections over a 20-year time period (2016-2036), the PWMD anticipated having supply to serve new development at a projected rate of growth of 1.5 percent per year. Although the supply is projected to be sufficient for this rate of growth, two constraints may nevertheless limit new development.

Current and Projected Water Use.[19] Current supply would not be adequate to serve the PWMD at full build out, with a projected shortage of 800 acre feet per year, possibly by 2041. Any entity looking to develop the excluded lots would be responsible for obtaining additional water rights to augment the available District water supply and meet the demand created by the inclusion of the newly developed taps. Because the PWMD has limited opportunity to increase supply by obtaining new water rights, a Water Conservation Strategy was implemented in 2012 and updated in 2020. The Conservation program goal is to reduce demand by 9.9 percent between 2018 and 2038, an amount that would be adequate to cover the projected shortfall.

Distribution System. Expanding the existing distribution system is costly, and the ten-year Capital Improvements Projects plan allots limited funds for the extension of mains.

Wastewater[20-21]

Capacity. The PWMD's wastewater treatment facility is currently operating at 76 percent of its capacity.

Treatment and Processing System. To account for projected population growth over the next 20 years, the PWMD has begun planning for a $15 million expansion of its facilities from 2025 to 2030. In addition to greater processing capacity, the upgrade will enable the plant to comply with more stringent regulations regarding effluent discharge limits. The PWMD also recently brought 106 lots previously operating on-site wastewater treatment systems in the States Avenue development onto the municipal system, an expansion that will also accommodate further build out in this development.[22]

Colorado City Metro District

Water[23-24]

Service Area. The Colorado City Metro District (CCMD) water service area encompasses 8,017 acres, largely aligned with the District's boundaries.

Current and Projected Service Levels. In 2014, the CCMD was serving 1,005 connections. At that time, the peak demand from those connections was one fifth of the available supply, indicating sufficient capacity to support further growth in the area. However, in October 2020, the CCMD was losing up to 50 percent of its supply to leakage and aging infrastructure, causing it to turn to pumping groundwater from wells. Until funding for upgrades to the CCMD's delivery infrastructure is secured, and upgrades are completed, growth potential is limited.

Source Water Protection. The CCMD draws its water from Greenhorn Creek (as does the Town of Rye, with 100 connections), Cold Spring, and five groundwater intakes. In 2014, the CCMD and the Town of Rye worked with stakeholders to develop the Greenhorn Valley Source Water Protection Plan. The Plan identifies potential sources of source water contamination and identify strategies to protect the health of the water supply.

Wastewater[25]

Capacity. The CCMD has reached the limits of its capacity to treat wastewater, necessitating immediate initiation of construction to expand capacity. Operating at close to 100 percent capacity puts the plant at risk of exceeding its effluent discharge permit limits.

T**reatment and Processing System.** PACOG projects that if construction of expanded capacity is not complete within three to four years (by 2024), the Colorado Department of Public Health & the Environment may prevent the CCMD from offering new taps, which could prove a serious constraint to any growth or expansion, particularly on subdivided lots that are not large enough to allow an on-site wastewater treatment system.

St. Charles Mesa Water District[26]

Service Area. The St. Charles Mesa Water District (SCMWD), established in 1963, covers two service zones encompassing 65 square miles, with water drawn primarily from the Bessemer Irrigation Ditch and the Arkansas River. Zone 1 is east of Pueblo City limits, and south of highway 50. Its western boundary is just west of Aspen Lane, and it extends to the east past Wheeler Lane. (Avondale is not included in the service area.) The SCMWD added Zone 2 in 1999, by absorbing the Huerfano Water District.

Current and Projected Service Levels. The District serves approximately 11,000 residents through 4,320 taps. Though 95 percent of the taps serve residential uses (3,853 of the total), the largest users of water are institutional customers, including the School District, which uses water for irrigation of lawns. Requests for new service in Zone 1 are required to provide shares in the Bessemer Ditch sufficient to cover anticipated use, or purchase sufficient shares from the District's Water Bank. Instituted in 2006, the Water Bank held 500 shares, and potential new residential customers without existing rights could buy one share to connect to the St. Charles system (connection requests for non-residential uses would likely require the purchase of more than one share per connection). Since 2006, the District has sold approximately 70 shares, leaving 430 remaining in the bank to accommodate new connections in the service area. In 2009, the amount of available water was greater than twice the demand. The modest rate of share purchases for new connections over the past 15 years seems to indicate that there is still significant unused capacity that can accommodate growth in the District's Zone 1 service area. To further preserve available supply and reduce demand, the District has also had a conservation plan in place since 2009.

In Zone 2, an area west of the Huerfano River, south of the Mesa, and encompassing Huerfano Lake and Fields Road, there were 152 existing taps, and a moratorium on new taps in the Zone. Share purchases from the water bank are not available in Zone 2.

Avondale Water and Sanitation District

Water

Service Area. Avondale Water and Sanitation District was established as a special service district in 1968 to serve the unincorporated town of Avondale, about 15 miles east of the City of Pueblo.

Current and Projected Service Levels. The District manages 278 taps, serving approximately 1,023 people.

Wastewater

Current and Projected Capacity. Though Avondale has seen its population expand and contract over the past decade, its wastewater facility presently operates at only 54 percent of capacity. Spare processing capacity should enable the sanitation district to accommodate a range of growth projections, without the need to expand or upgrade the current facility over the 20-year planning time frame.

Town of Boone Sanitation District

Water

Service Area. The Town of Boone Water and Sanitation District serves the town's approximately 350 residents.

Current and Projected Service Levels. In 2020, the Town managed 140 service taps, serving 343 residents. Residential growth generally in alignment with the County rate of roughly one percent per year does not indicate any large or immediate increases in service demand.

Source Water. The town's current sources are two springs (a prior well field source dried up). The 2014 and 2015 reclassification of the springs as ground water under the direct influence of surface water (GWUDI) entailed the need for surface water treatment to comply with an Enforcement Order from the Colorado Department of Public Health and the Environment (CDPHE). In 2020, the town is in the process of switching to a new source for water supply, an alluvial well drawing Arkansas River water. Part of a larger Arkansas Valley Conduit project, the conduit is anticipated to reach Boone in 2023, enabling switchover to the new source. Concurrent distribution system upgrades, such as replacing asbestos-cement piping segments, are also underway.

Wastewater

Current and Projected Capacity. The facility currently operates at 42 percent of its capacity. Projected population growth does not indicate the need for an upgrade of the existing facility within the 20-year planning horizon.

WATER QUALITY MANAGEMENT

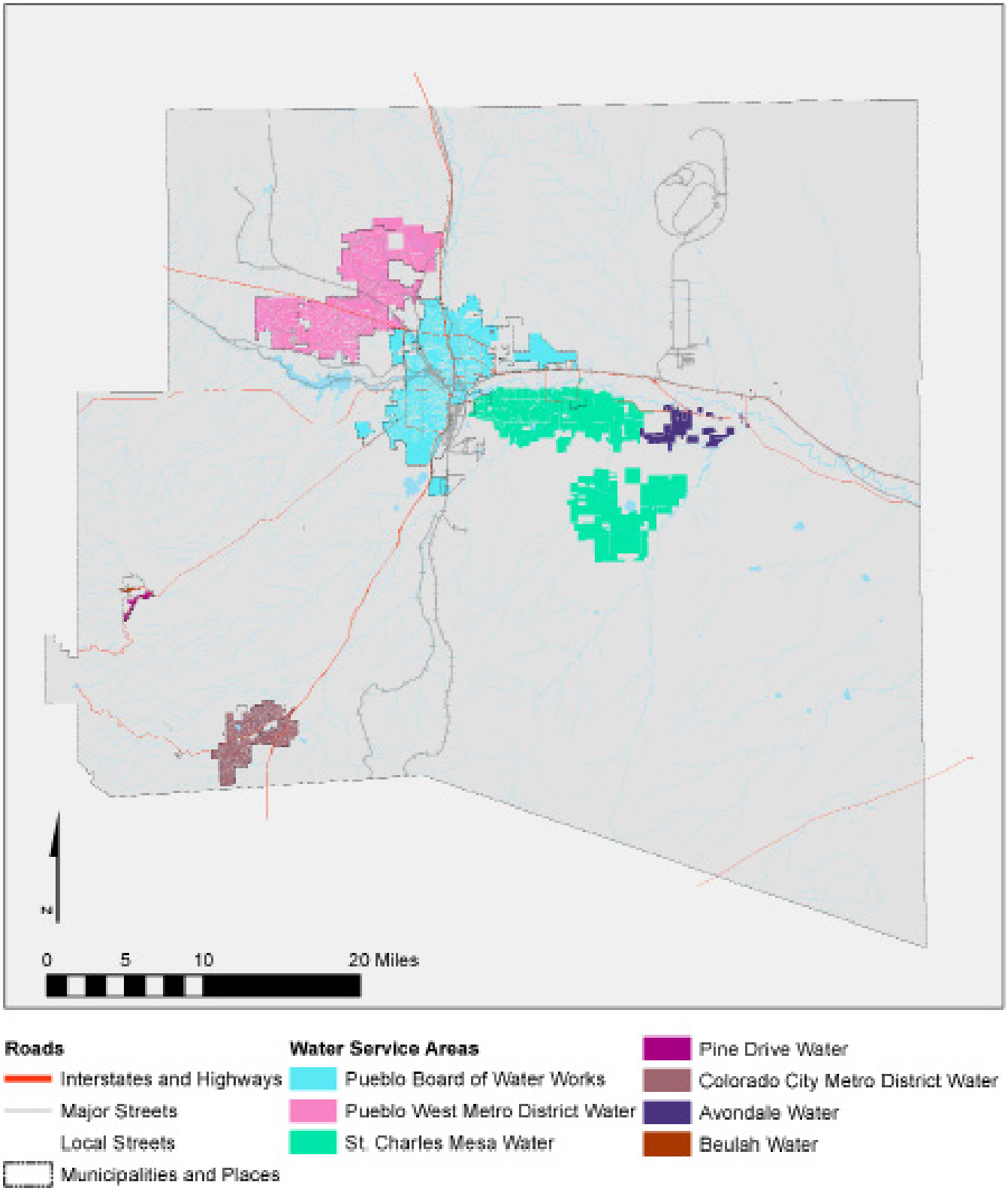
Pueblo 208 Water Quality Management Plan. PACOG is responsible for the preparation and administration of the Pueblo 208 Water Quality Management Plan (208 Plan), a requirement under Section 208 of the Federal Clean Water Act. The first 208 Plan for Pueblo County was adopted in 1977 and has been updated periodically since, most recently in 2020. The 2020 Water Quality Management Plan identifies water bodies within Pueblo County that are impaired and provides system boundaries and permit specifications for the six wastewater dischargers in the County.

Future active participation in the 208 Plan relates to monitoring and education of non-point source pollution contributions to the Arkansas River and Fountain Creek. The following issues were identified in the 208 Plan:

- On-site wastewater treatment system (OWTS) failures;
- Agricultural dispersion of nitrogen through use of fertilizers; and
- Conveyance of nitrogen, phosphorus, and E. Coli through irrigation ditches.

Impaired Waters: The majority of impaired waters are in the eastern half of the County. Impaired waters include segments of the Arkansas River, Fountain Creek, St. Charles River, Huerfano River, and Greenhouse Creek. Selenium, naturally dissolved from Pierre shale, is a prominent cause of impairment that the City of Pueblo has been working to mitigate, while other causes include E. coli, sulfate (SO4), iron (Fe), temperature, manganese (Mn), arsenic, and ammonia. Upcoming changes in regulations will also require treatment for phosphorous and nitrogen, both widely present in fertilizer, such that agricultural runoff will present a concern in managing the levels of these components. Maintaining acceptable total maximum daily loads, and avoiding exceeding effluent discharge limits, may require upgrades to current systems.

Water Service and Drainage Basins
Pueblo County



ENERGY

Three providers in Pueblo County provide electric and natural gas service. All three providers have been actively working with the County, City, and other stakeholders to increase energy efficiency and help the region achieve its goal of transitioning to 100 percent renewable energy sources by 2035. This commitment was formalized through resolutions made by the City of Pueblo in 2017 and Pueblo County in 2018.

Black Hills Energy

Black Hills Energy is the primary provider of electricity in Pueblo County and serves nearly 99,000 electric customers in 24 communities across the region. Black Hills Energy operates one of the cleanest electric generation fleets in Colorado today, serving customers with 100% renewable energy and natural gas-fired generation. Since the retirement of its last coal-fired plant in 2012, Black Hills Energy has added multiple community solar gardens across the region along with three Southern Colorado wind farms to its system– Peak View, Busch Ranch I and Busch Ranch II – which together deliver 150 megawatts (MW) of energy capacity to customers.

Black Hills Energy's Renewable Advantage plan to add more low-cost renewable energy to its system is moving forward, offering $66 million in customer savings over 15 years and $178 million in direct and indirect economic impact along with significant environmental benefits. When the 200-MW utility-scale solar project comes online in 2023, more than 50% of Black Hills Energy's total generation mix will come from renewable sources, leading to a 70% emissions reduction by 2024, compared with 2005. This puts the company on track to achieve the state's requirement of an 80% emissions reduction by 2030 several years ahead of schedule.

To support customers' growing energy needs and empower economic development in Pueblo West and the surrounding communities of Penrose and Canon City, Black Hills Energy is advancing its Reliability Upgrade Project for Southern Colorado. This transmission infrastructure project will support the continued delivery of safe, reliable energy for customers, while enhancing the integrity of the existing power grid and supporting new growth on the system with needed capacity.

Xcel Energy

Xcel provides electric service in the County, and is the largest provider of gas service. To support the implementation of the Community Energy Plan, the company has a memorandum of understanding with the County, describing how it will provide support for accomplishing plan goals, to include project management, communications assistance, and tracking and measurement. EVRAZ, which is the first solar-powered steel plant in the country, is Xcel's largest customer, and in 2016 the company worked in partnership to establish the Comanche Solar Project, the largest solar farm east of the Rockies, which is capable of 120 megawatts of generation capacity.

San Isabel Electric Association

San Isabel Electric Association is a member-owned cooperative that provides service to 24,000 customers in parts of Pueblo County. The cooperative emphasizes increased energy efficiency, and expanded reliance on solar power.



RELATED PLANS AND STUDIES: ENERGY

2020 Community Energy Plan

Pueblo County, in partnership with Xcel Energy and the Southern Colorado Energy Collaborative, convened a diverse group of stakeholders, to create a Community Energy Plan. The Plan outlines a variety of strategies move the Pueblo County community toward its energy efficiency and resiliency goals. Strategies address the need for assistance to the County's lower income communities; business engagement in energy efficiency rebates and programs; alignment of workforce, education, human service, and economic development policies with energy transition goals; and investing and showcasing energy efficiency, renewable energy, and innovative energy technologies at Pueblo County facilities.

Pueblo County Electric Vehicle Readiness Plan (2020)

Pueblo County embraced an ambitious vision to be a leader in the adoption of electric vehicles (EVs) in the State of Colorado to reduce greenhouse gas emissions and improve sustainability in Pueblo County and throughout the state. The Pueblo County Electric Vehicle Readiness Plan establishes an EV vision and goals for the County, expands collaboration with a broader range of stakeholders to be active partners to facilitate broader EV adoption, identifies national and regional barriers (based on stakeholder engagement and survey responses) to EV adoption and strategies to overcome them, provides regionally focused strategies to educate the public about EVs, and provides recommendations about the siting and possible funding of EV charging infrastructure.

In accordance with the state's clean energy policy objectives, Black Hills Energy's transportation electrification plan is now pending final approval from the Colorado Public Utilities Commission. Targeted for implementation in July 2021, the Ready EV plan would provide customer rebates to significantly lower the cost of electric vehicle charging equipment, establish rate options that could lead to bill savings, and expand the commercial infrastructure needed to make EV charging more accessible to Southern Colorado drivers.

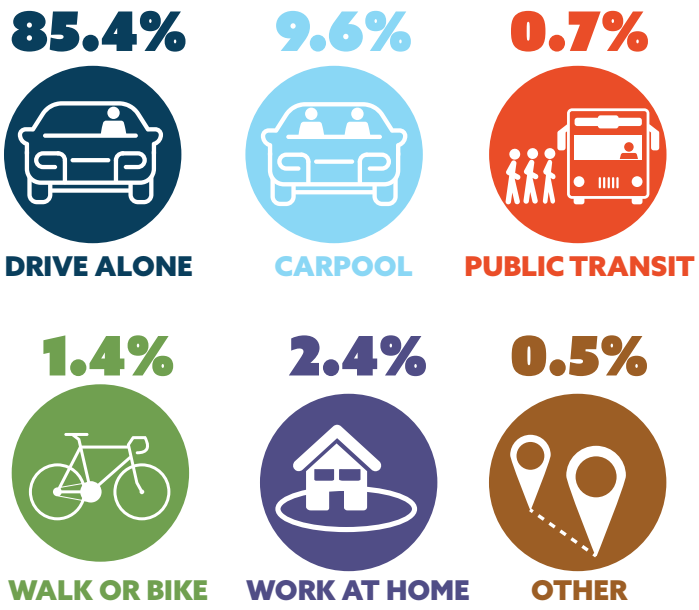
Through an extensive stakeholder engagement process, Black Hills Energy designed an innovative framework for its Ready EV plan with sensitivity to customer rate impacts and inclusivity while carefully balancing the interests of customers, policymakers, the environmental community and community advocates.

BROADBAND COVERAGE

The primary internet service providers in Pueblo County are Xfinity, CenturyLink, AT&T, SECOM, and HughesNet. U.S. Census data from 2019 indicate that 76 percent of households in Pueblo County have a broadband internet subscription. The remaining 24 percent of households could have slower internet connections, or no in-home connection at all. While there have been recent expansions of broadband networks in some parts of the County, the speed of service offered still varies between providers. Gaps in cellular coverage also exist in some areas.

TRANSPORTATION

The Pueblo Area Council of Governments, working in cooperation with the Colorado Department of Transportation (CDOT), is the Metropolitan Planning Organization charged with short- and long-term transportation planning in the Pueblo region, as required by federal statute. The City's Public Works Department is responsible for maintenance and expansion of local streets within City limits. CDOT is responsible for maintenance of federal and state highways traversing the region including I-25, U.S. 50, SH 45, SH 47, SH 78, SH 96, and other roads in CDOT-owned right-of-way.



Mode Split and Commuting Trends

Mode Split

According to the 2045 Long Range Transportation Plan (LRTP), between 2014 and 2018, the percent of people who drove alone increased, while all other modes of transportation declined in share, as did the percentage of those who reported working from home.

Commuter Trends

Approximately one third of residents commute outside the County for work, while one third of the County's workforce commutes in to work from other jurisdictions (coming primarily from El Paso County to the north, and Fremont County to the west). 67 percent of workers live and work in the County, where the primary employment center is in and around the City of Pueblo. 95 percent of commutes are by automobile, with 85 percent driving alone – a percentage that has been increasing since 2014.

Residential Commuter Flow, 2017[27]

Description	Count	Share
City of Pueblo		
Living in the Selection Area	42,403	100%
Living and Employed in the Selection Area	23,222	55%
Living in the Selection Area but Employed Outside	19,181	45%
Pueblo West		
Living in the Selection Area	12,614	100%
Living and Employed in the Selection Area	1,184	9%
Living in the Selection Area but Employed Outside	11,430	91%
Pueblo County		
Living in the Selection Area	64,374	100%
Living and Employed in the Selection Area	43,175	67%
Living in the Selection Area but Employed Outside	21,199	33%

Road Network

As demonstrated by the LRTP mode split data, the County's road network provides the primary means of transportation around and through the region. Though congestion is an issue on some area roadways, a more widespread concern is the condition of the infrastructure.

In 2020, Highway 50 between the City and Pueblo West is the road segment with the most acute congestion, as measured during peak evening travel time. The LRTP notes that a lack of alternative connections exacerbates the extent of this congestion. Additionally, small segments of I-25 and SH 96 also experience afternoon/evening travel time congestion. Major improvements to this stretch of Highway 50 are underway, and anticipated for completion in 2022.

Referencing the LRTP's pavement condition assessment, both of the region's major thoroughfares, Highway 50 and Interstate 25 (I-25), fall below the 80 percent target for pavement in moderate or good (rated "high") condition. Additionally, there are several bridges on these roadways (and others in the City and County, notably the Union Bridge across the Arkansas River in Pueblo) whose condition is rated as "poor." Business Highway 50, traveling across the Mesa south of the river, scores 47 percent, while the segment of Highway 50 west of the City that bisects Pueblo West, scores 46 percent. I-25 is rated at 63 percent.

With funding secured, improvements to these road segments should be underway as part of the 2021-2024 Transportation Improvement Plan. Though improvements to Highway 50 west of the City may temporarily alleviate congestion issues, growth in population and concurrent roadway usage could eliminate any gains from these improvements. The extension of 24th Street from its current terminus to connect to Purcell Boulevard to the west is planned to provide a second connection between the City and Pueblo West. However, the planned extension is not part of the 10-year Capital Improvement project list and outside funding sources have not been identified.

Transit

Pueblo Transit provides public bus services to the City of Pueblo and its immediate vicinity. In 2017, weekly ridership was 4,600 passengers across all twelve routes. Service operates six days a week (no Sunday service) generally between 6 a.m. to 6:30 p.m. on weekdays with 30 or 60 minute lead times, and 8:30 a.m. to 6:30 p.m. on Saturdays with 60 minute lead times. The 2020 public health crisis necessitated a reduction in service, and reduction to fare revenue in this period (including the initiation of no-fare periods during the crisis) is likely to have on-going fiscal implications for public transportation in Pueblo.

A feasibility study was conducted by PACOG in 2017 in response to an ongoing interest in transit service by Pueblo West residents. The study concluded that Pueblo West did not yet have sufficient demand or community support for all-day fixed-route transit, but provided recommendations for targeted service enhancements in the near-term.

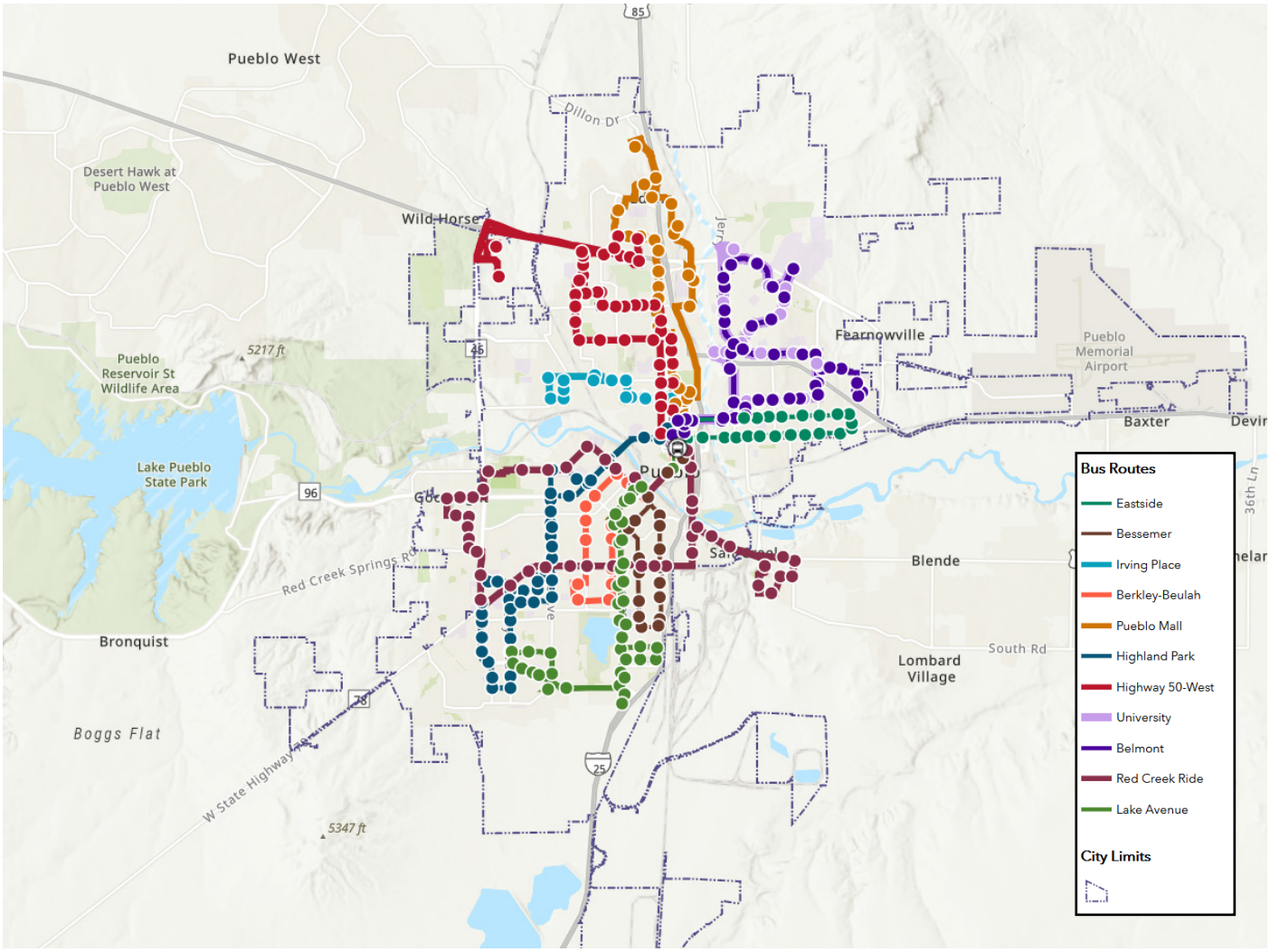
Multimodal Transportation

Biking/Walking

The LRTP recognizes the importance of providing an interconnected transportation network, where walking and biking are viable modes of travel, especially in the City. The LRTP has a top-level goal to "Support Multimodal Transportation," and expansion of the current network of sidewalks, bike lanes, and shared trails will be important. The City currently has over 24-miles of trails, which connect neighborhoods to destinations in the northern, eastern, central, southern, and western portions of the City. The trail system links directly with Colorado State University-Pueblo; El Centro del Quinto Sol recreation plaza, Runyon Field Sports Complex and lakes, Downtown Pueblo, Pueblo White Water Park, and Lake Pueblo State Park.

However, bicycle commuters are hampered by gaps in connectivity of current trails (linking Pueblo to Pueblo West), and also structural barriers, such as I-25, the railroad tracks, and Fountain Creek (separating the east side of the City from Downtown). Though improvements to the City sidewalk network are continually on-going, with upgrades for ADA-compliant curb ramp and installation of new sidewalk, there are issues with deterioration of old sidewalk, the need for expanded connectivity of the sidewalk network, and a focus on safety improvements.

Pueblo Transit System Route Map[28]



Rail, Freight, and Air

Though Amtrak has two existing routes in Colorado, Pueblo is currently not served by passenger rail. The possibility of a Front Range Passenger Rail service is one that could have extensive positive economic ramifications from Pueblo and other communities along such a line, which would extend from Fort Collins through Denver and Colorado Springs, on to Pueblo and as far south as Trinidad. While the feasibility of Front Range Passenger Rail Service in the region is still being explored, it may become a more concrete possibility over the twenty-year planning horizon.

Pueblo has important advantages in freight transportation, by being a center where major truck and rail routes intersect. Both BNSF and UP (the only rail line in the state that crosses the Continental Divide) pass through Pueblo, which also allows a connecting point to other short lines in the state. The interconnectivity of various means of freight transport is a significant advantage for the region in attracting industry that relies on such interconnections. Though the Pueblo Memorial Airport accounts for little of the freight movement in and around the region, it is an existing asset whose prominence in this capacity may grow as the region does. Finally, the presence of the Transportation Technology Center, Inc., which conducts research, development, testing, consulting, and training for railway-related technologies, is an asset unique to the region.



RELATED PLANS AND STUDIES: MULTIMODAL TRANSPORTATION

2045 Long Range Transportation Plan (currently under review)

The Pueblo Area Council of Government (PACOG)'s 2045 Long Range Transportation Plan establishes a 25-year vision for the Pueblo County's transportation system. Once complete, the LRTP will provide a list of priority transportation projects that meet current and future needs of the region. The draft LRTP was developed through technical analysis, public input and build upon previous plans to incorporate all types of travel including driving, biking, walking, public transportation, and freight.

Pueblo Regional Bicycle and Pedestrian Master Plan

The Pueblo Area Council of Governments (PACOG) – the metropolitan planning organization (MPO) for the Pueblo region – adopted a new bicycle and pedestrian master plan in December 2020. The plan generally recommends investments in infrastructure, maintenance, and education to improve connectivity, support walk-ability and bikeability, enhance safety for all users, and improve health and air quality in the region. The Plan supports related efforts to improve outdoor recreation, foster tourism activity, and improve public health and wellness.

2018 Colorado Freight and Passenger Rail Plan

Prepared by the Colorado Department of Transportation, the 2018 Colorado Freight and Passenger Rail Plan addresses current conditions, trends, and future plans for the state's rail system. Of particular relevance to Pueblo County, the Plan provides background on planning for future Front Range passenger rail service along the I-25 Corridor from Fort Collins to Trinidad.



PUBLIC SAFETY

City of Pueblo Police

The City of Pueblo Police department provides law enforcement services within City boundaries. In 2017, residents approved a tax that enabled the department to hire 24 new officers, bringing the force total to 231 sworn officers who patrol the four quadrants of the City.

Pueblo County Sheriff

The Pueblo County Sheriff's office provides law enforcement services outside Pueblo City limits. The Sheriff's office has 362 sworn full-time officers.

Fire and Emergency Response

Pueblo Fire Department provides fire and rescue service within Pueblo City limits. Pueblo West maintains its own fire department to respond within its service area, and provides support to commercial development adjacent to its service area through cost-of-service agreements.

Some outlying areas of the County have Fire Protection Districts, such as Pueblo Rural Fire, which covers the St. Charles Mesa to a point slightly east of 60th Lane, along with other volunteer fire departments in Beulah, Rye, and Red Creek in the western portion of the County, and Edison, Boone, and Fowler providing coverage to the east. Outside of these defined service areas the Pueblo County Sheriff provides limited support to ensure structure fires are properly extinguished from a health and safety standpoint, but does not have the capability of responding to fires for the purposes of protecting property. Hatchet Ranch is an example of a concentrated area of homes that does not fall within a defined fire service area.

KEY CONSIDERATIONS FOR THE REGIONAL COMPREHENSIVE PLAN

Infrastructure and services will play a critical role in defining where and how the region grows in the future. Key considerations highlight the importance of regional collaboration in planning for sustainable and resilient growth in Pueblo County:

Integrated land use and water resource planning

Ensuring Pueblo County's water supply is resilient in the face of increasing climate variability and vulnerability is a critical concern for the region's future. Pueblo Water, the Pueblo West Metro District, Pueblo County, and other service providers have taken steps to plan for severe drought scenarios and promote water conservation. However, the potential for water and land use planning conflicts has not been a focus until recently. To help shift the focus as part of the Regional Comprehensive Plan process, baseline information about the region's water supply and usage in this section will be used to inform discussions about future land use choices and potential policy and regulatory changes. The updated plan will contain a comprehensive water element to allow Pueblo County to grow in a sustainable way and support agricultural sectors that are critical to the region's economic growth.

Locating future growth to best capitalize on existing service capacity

Though there is ample land area to accommodate growth throughout the County, the cost of service provision will vary significantly by location. Many outlying areas in the County, along with potential or existing annexation areas on the fringes of the City, would require extension of service delivery networks or boundaries to serve, an option that may be cost-prohibitive in some locations. This consideration applies equally to possible water and sewer line extensions, as it does to surface transportation infrastructure such as roads, broadband service, and the need of expanded boundaries for supportive services such as police, fire, and emergency services. Evaluation of cost-efficient growth locations proximate to existing services and that pose logical and incremental expansion of existing service networks will be an important consideration moving forward.

Coordinated decision-making can support meeting renewable energy goals

Coordinated decision-making can support meeting renewable energy goals. Both the City and the County have adopted ambitious goals for reliance on renewable energy sources by 2035. The expansion of solar facilities in the area is a promising step towards achieving the 100 percent target, but close collaboration in planning among jurisdictions and service providers will be an on-going requirement to achieve the goal. This is another component where consideration of locations for growth – both for residential development and industry, including solar – is important. Land use decisions can help best situate solar operations where ancillary impacts to adjacent development are limited or mitigated, and where residential development can most efficiently benefit from existing transmission networks.

With abundant wind and solar resources, Pueblo and Southern Colorado have the potential to lead the nation in the adoption of clean energy development. Black Hills Energy is working in partnership with the City and County to make this ambition a reality through Renewable Advantage and the company's growing renewable energy portfolio. When completed, the 200-MW Pueblo County solar project will provide enough clean energy to power about 46,000 homes annually, assuring significant cost savings for customers while achieving long-lasting environmental benefits and economic vitality for the region for years to come.

In addition to utility-scale wind and solar, Black Hills Energy is reducing emissions and offering customers clean energy options through the development of community solar gardens with some of the capacity reserved exclusively for income qualified customers, removing barriers to participating in Colorado's move toward more renewables.

Another way to reduce emissions is to help customers reduce energy use through energy efficiency programs. Since 2009, Black Hills Energy has helped customers save more than 191 million kilowatt hours of energy which is the equivalent of removing more than 122,000 tons of carbon emissions from the air. In the past 10 years, the company has provided $25 million in rebates to customers when they purchase energy-efficient appliances.

Determining shared priorities for transportation network maintenance and expansion

Current plans acknowledge that the region is, and has historically been, dependent primarily on automobiles for travel. At the same time, there is a recognition and a growing desire to facilitate other modes of transportation. Biking and walking in particular are areas of focus, as they can lessen congestion pressure on the road network, and provide other health and cost benefits.

But, with limited transportation dollars, the region must balance maintenance and expansion of the road network with the expansion of multimodal options. Recent planning efforts have established priorities that can be confirmed as part of the Regional Plan process, and allow for region-wide assessment and prioritization of transportation improvements that offer shared benefits to users of the system. In addition,opportunities to support emerging modes of transportation (ebikes and scooters) through regulatory updates can also be explored.

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FOCUS AREA #2

GROWTH & DEVELOPMENT





This focus area provides an overview of existing land use patterns and future growth potential in Pueblo County based on the availability of vacant land and infrastructure, residential and non-residential development trends, and development feasibility. Data and information are provided for Pueblo County as a whole, the City of Pueblo and Future Growth Areas, and the Pueblo West and Colorado City Metropolitan Districts.

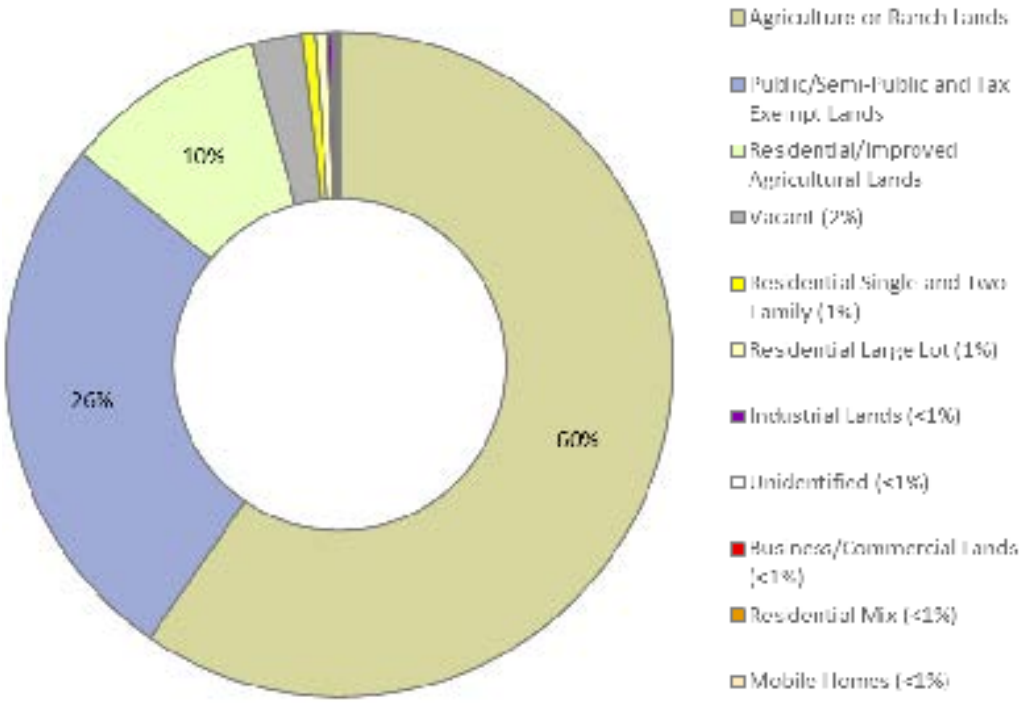
PUEBLO COUNTY

Land use characteristics and growth and development considerations for Pueblo County as a whole are provided below. While some growth and development potential exists in the towns of Boone and Rye and in other unincorporated areas of Pueblo County, that potential represents a negligible percentage of the County's land capacity and is not addressed in detail.

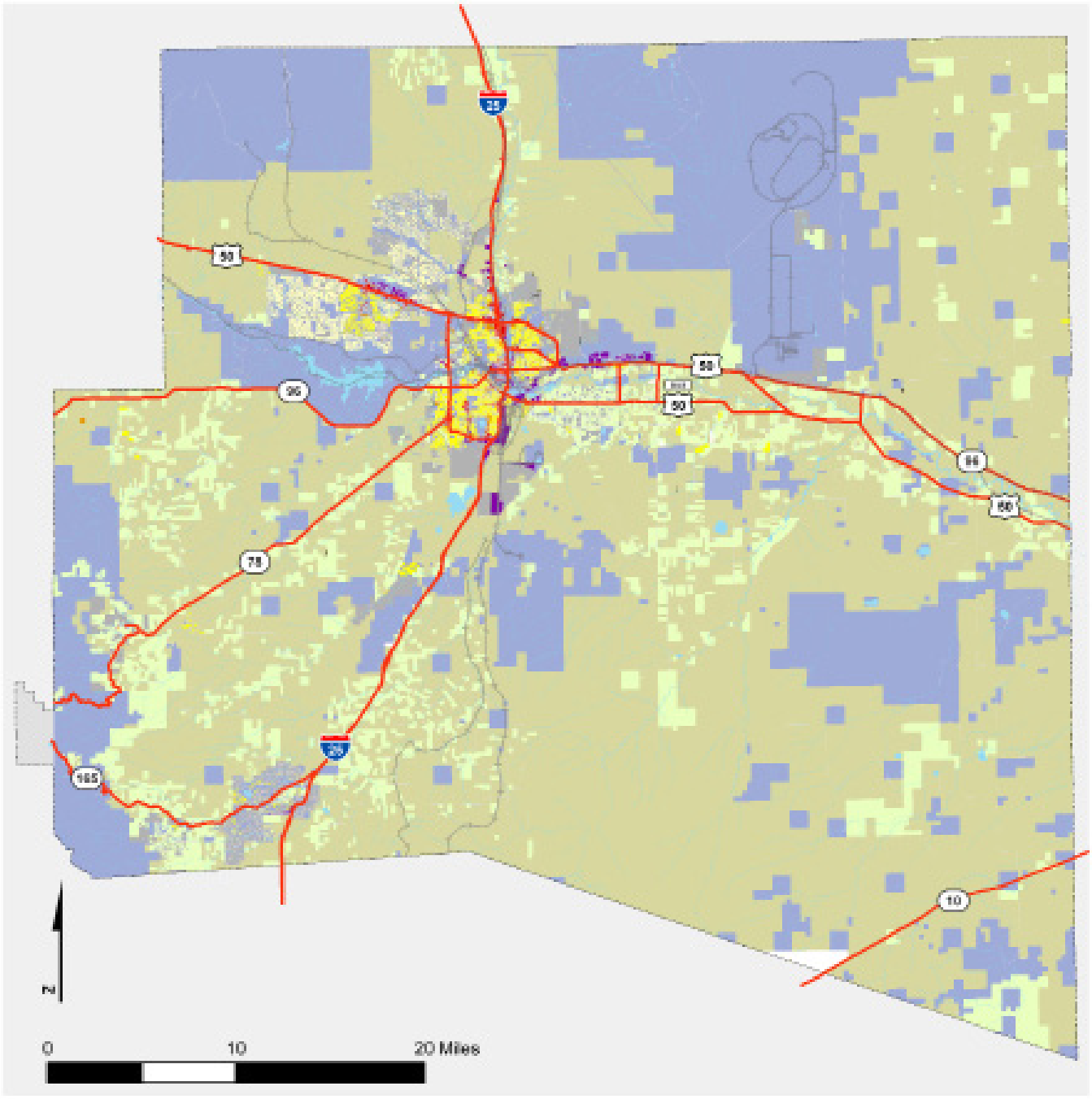
Existing Land Use

Most of the 1.5 million acres of land in Pueblo County is rural or semi-rural in character. Nearly 900,000 acres of the County's land is designated as agricultural and ranch land. Public or semi-public tax-exempt lands account for 396,852 acres. Major public or semi-public landholdings include Fort Carson, the former Pueblo Chemical Depot (PuebloPlex), State Land Board property, the Transportation Technology Center, Lake Pueblo State Park and Wildlife Area, and other properties owned by the City, County, or Metro Districts. Although some large lot residential development exists in unincorporated areas of the County, the majority of residential uses, commercial and industrial uses, and vacant lands are concentrated within or adjacent to the City of Pueblo, Pueblo West, and Colorado City. Altogether, residential land uses occupy 167,675 acres of the County's total land area. The combination of all other land uses in the County, including business/commercial lands and industrial uses, occupy 4,897 acres. Finally, 37,325 acres of land in Pueblo County is classified as vacant; however, not all of this land is planned for future development. See discussion of Land Capacity for Pueblo County as a whole for additional detail.

Existing Land Use[29]
Pueblo County



Existing Land Use[30]
Pueblo County



Land Capacity: Pueblo County

Pueblo County has 37,325 acres of undeveloped land. The majority of this land, 23,133 acres, is zoned for agricultural use. The second largest category of vacant land is zoned for varying intensities of residential development, including residential/agricultural, large lot single family, mobile homes, and PUDs. These categories account for 9,010 acres of zoned vacant land. Mixed-use and commercial zoning account for 2,239 acres of vacant land, while industrial-zoned land is 1,354 acres.

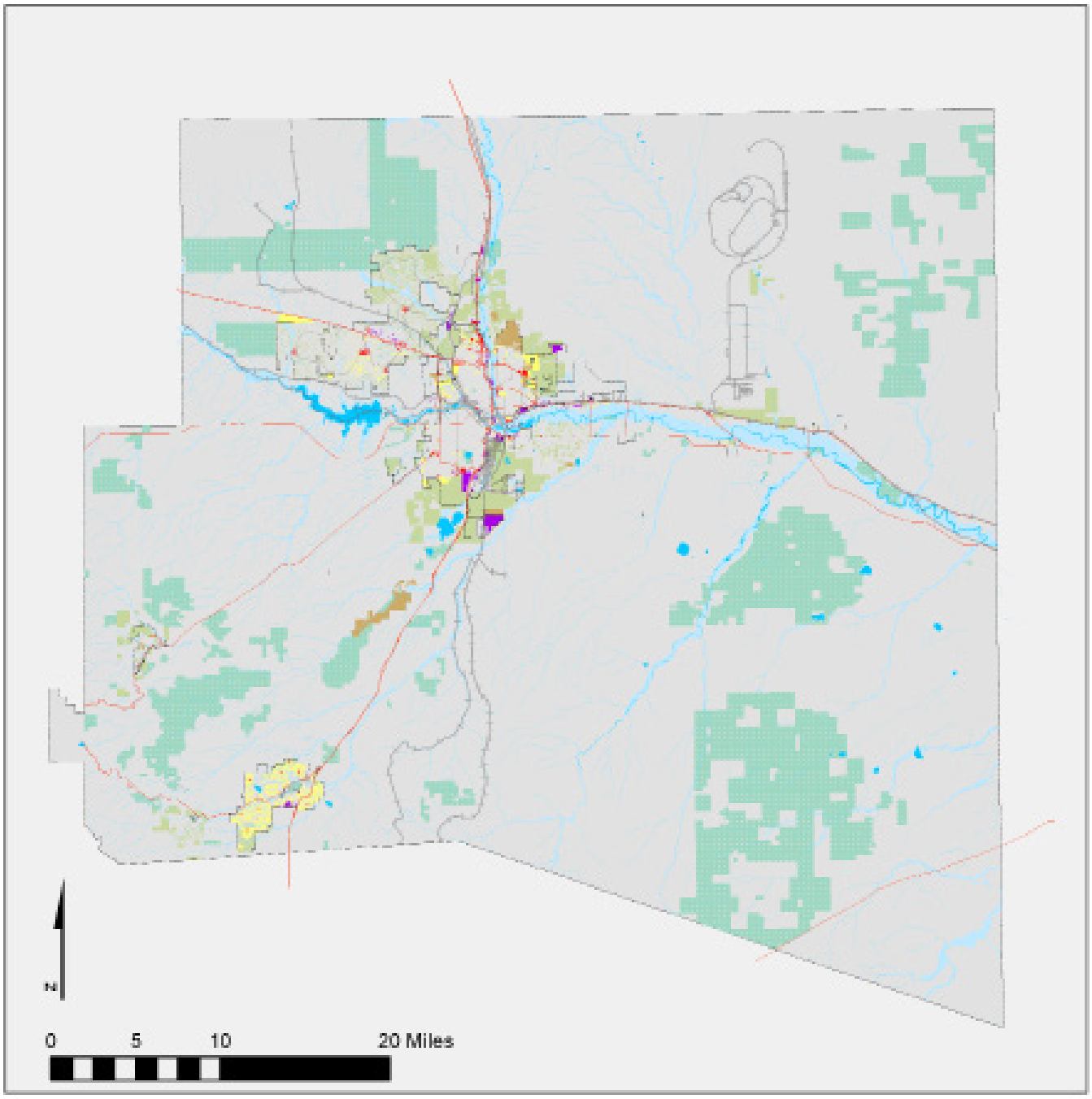
Development Feasibility: Pueblo County

Pueblo County in aggregate has a large amount of undeveloped area to support future growth. However, a significant portion of this land is held in public ownership or conservation easements, used for ranching or agriculture, or is otherwise not planned for urban development. In areas that are planned for future growth—in and around the City of Pueblo, and within the Pueblo West or Colorado City Metropolitan Districts—development feasibility is more dependent on the availability of infrastructure and services needed to support urban development, than it is on the availability of land. Factors impacting development feasibility include:

- Access to and availability of water and sewer service;
- Access and availability of transportation and resident/business services; and
- Preservation of natural resources and agricultural lands.

Development feasibility factors vary by location. Factors for the City of Pueblo, and the Pueblo West and Colorado City Metropolitan Districts are addressed in the sections that follow.

Land Capacity[31]
Pueblo County



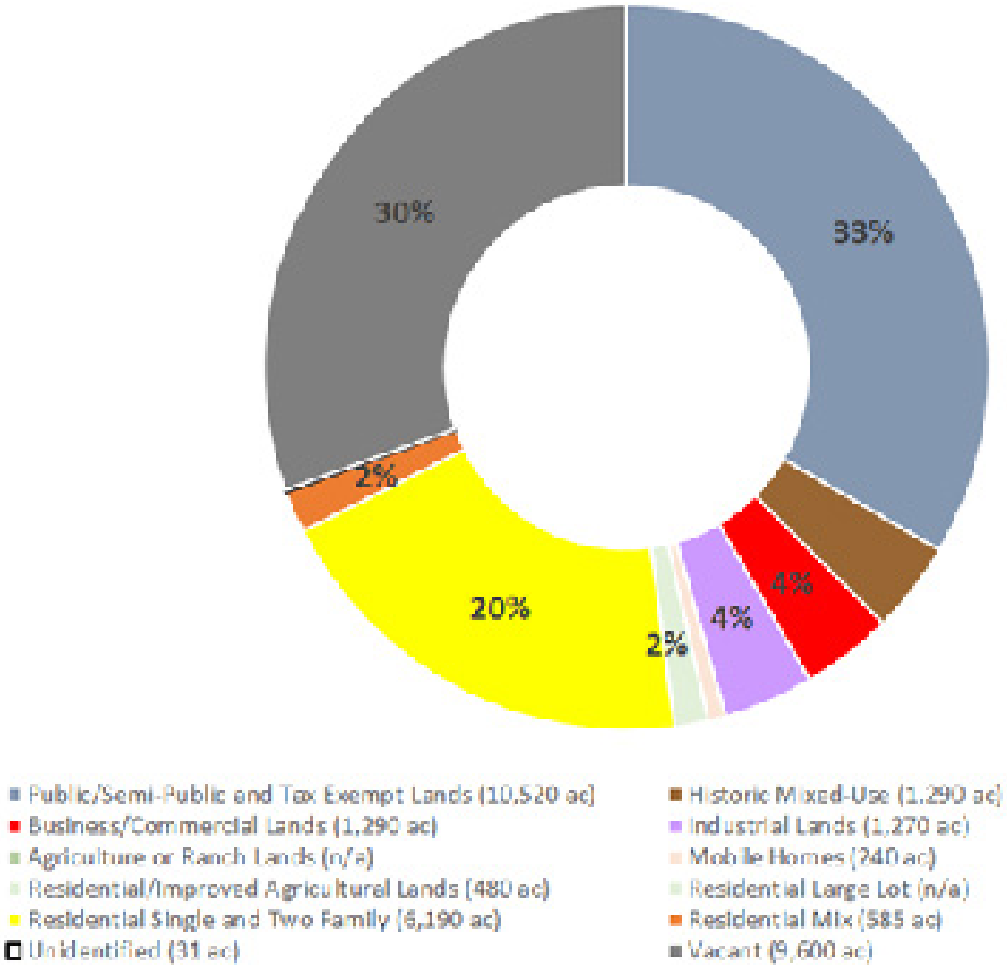
CITY OF PUEBLO AND FUTURE GROWTH AREAS

This section includes information about the City of Pueblo, as well as some immediately adjacent land. This land currently lies outside City limits, but may present opportunities for future growth. While some of the unincorporated areas included are proposed for annexation into the City of Pueblo, others are not. These areas are included for the purposes of discussion, but will not necessarily become part of the City within the planning horizon.

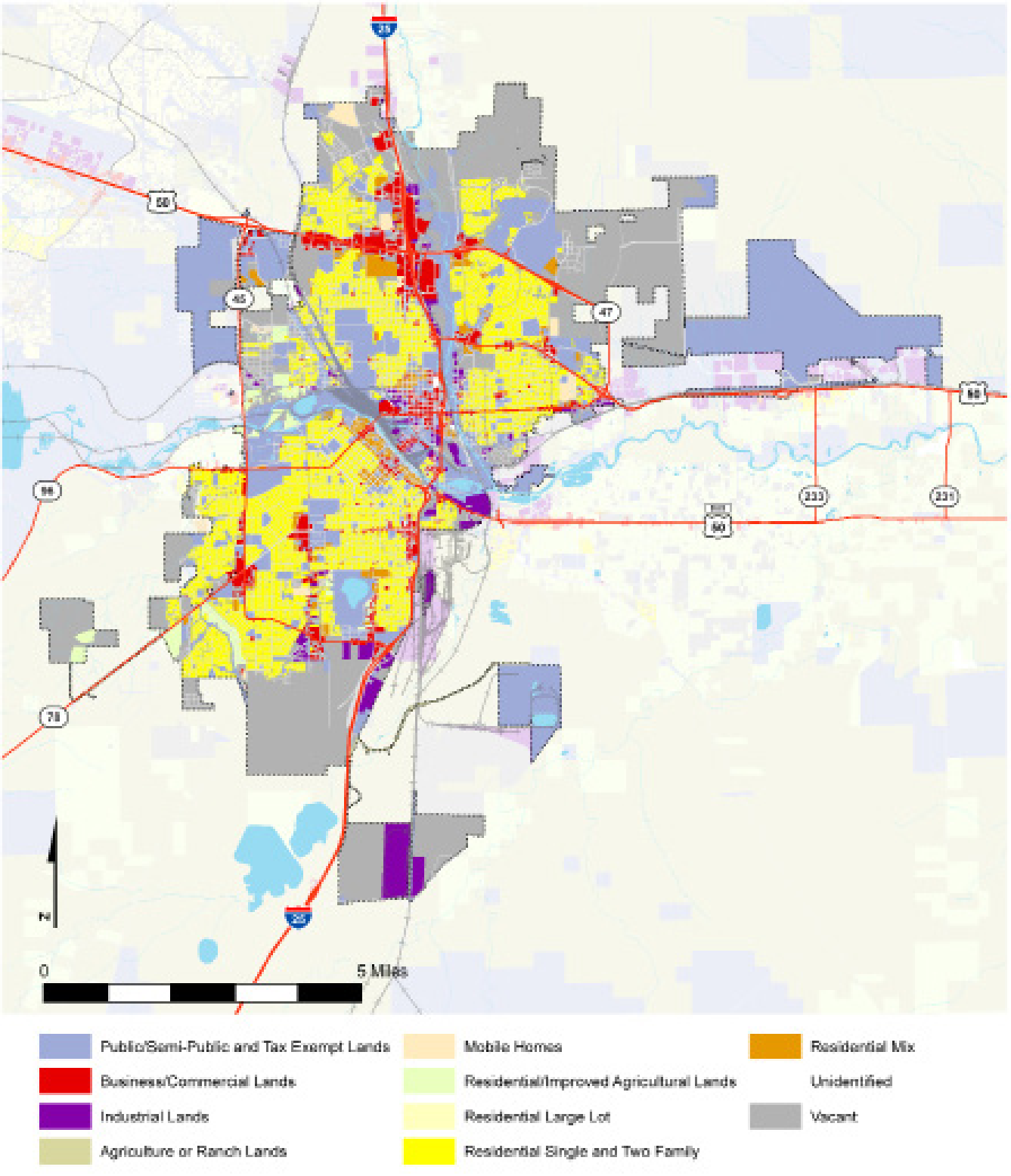
Existing Land Use: City of Pueblo and Future Growth Areas

Within the City limits of Pueblo, there are 31,498 acres of land. Just over one-third of that land area (10,520 acres) is classified as public or semi-public tax-exempt land. The City has 6,188 acres of single and two-family residential land, 1,304 acres of commercial and historic-mixed use land, and another 1,273 acres that is industrial. Finally, 9,602 acres of City land is vacant. In the unincorporated areas immediately adjacent to the City there is an additional 42,095 acres of land, with most of it categorized as vacant (21,954 acres), agriculture or ranch (8,827 acres), residential and improved agriculture (5,876 acres), public/semi-public and tax exempt (3,589 acres), and industrial (1,684 acres).

Existing Land Use[32]
City of Pueblo, 2021



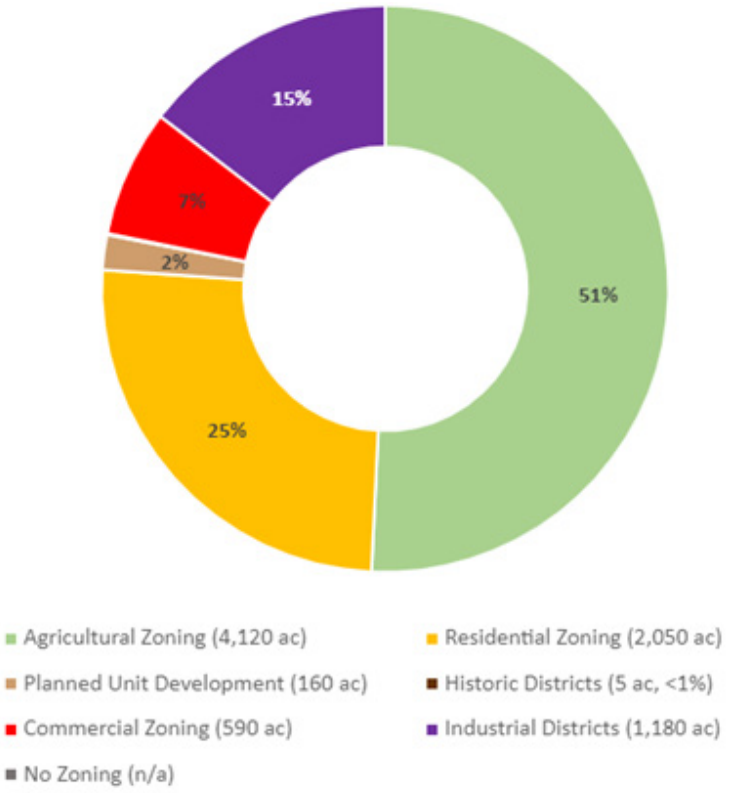
Existing Land Use[33]
City of Pueblo



Land Capacity: City of Pueblo

Within the incorporated City of Pueblo, there is a total of 9,561 acres of vacant land. Over half of this land (4,120 acres) is zoned as agriculture, which is used as a holding zone. Most of this land is located at the fringes of the developed areas of the City and is planned for future residential development. An additional 2,050 acres of vacant land is already zoned for residential development. Together, non-residential uses make up 28 percent of the City's land area, with industrial zoning accounting for 15 percent (1,180 acres) and commercial zoning accounting for 7 percent (590 acres). There is a limited amount of vacant land designated as Planned Unit Development (160 acres) or Historic Mixed-Use (5 acres).

Land Capacity[34]
City of Pueblo, 2021



Land Capacity: Future Growth Areas

North Pueblo

There are 4,106 acres of vacant land in the North Pueblo area. Of that total, 3,436 acres are zoned as agriculture. Approximately 469 acres are zoned for residential—348 acres for large lot residential and 121 acres for single family and attached residential. An additional 194 acres is zoned for industrial uses.

East Corridor

The East Corridor includes areas east of the Pueblo Airport along Highway 50 to Avondale and north to includes the PuebloPlex and the Transportation Technology Center. The corridor includes 5,027 acres of agriculturally zoned land, 404 acres zoned for industrial uses, 39 acres of land zoned for business/commercial uses, and 355 acres of land zoned for residential uses.

South Pueblo

The South Pueblo area includes 10,062 acres of vacant land. A majority of that land (8,625 acres) is zoned agriculture. An additional 1,429 acres is zoned for industrial uses, and the remaining 7 acres are zoned for commercial (3 acres) and large lot residential (5 acres).

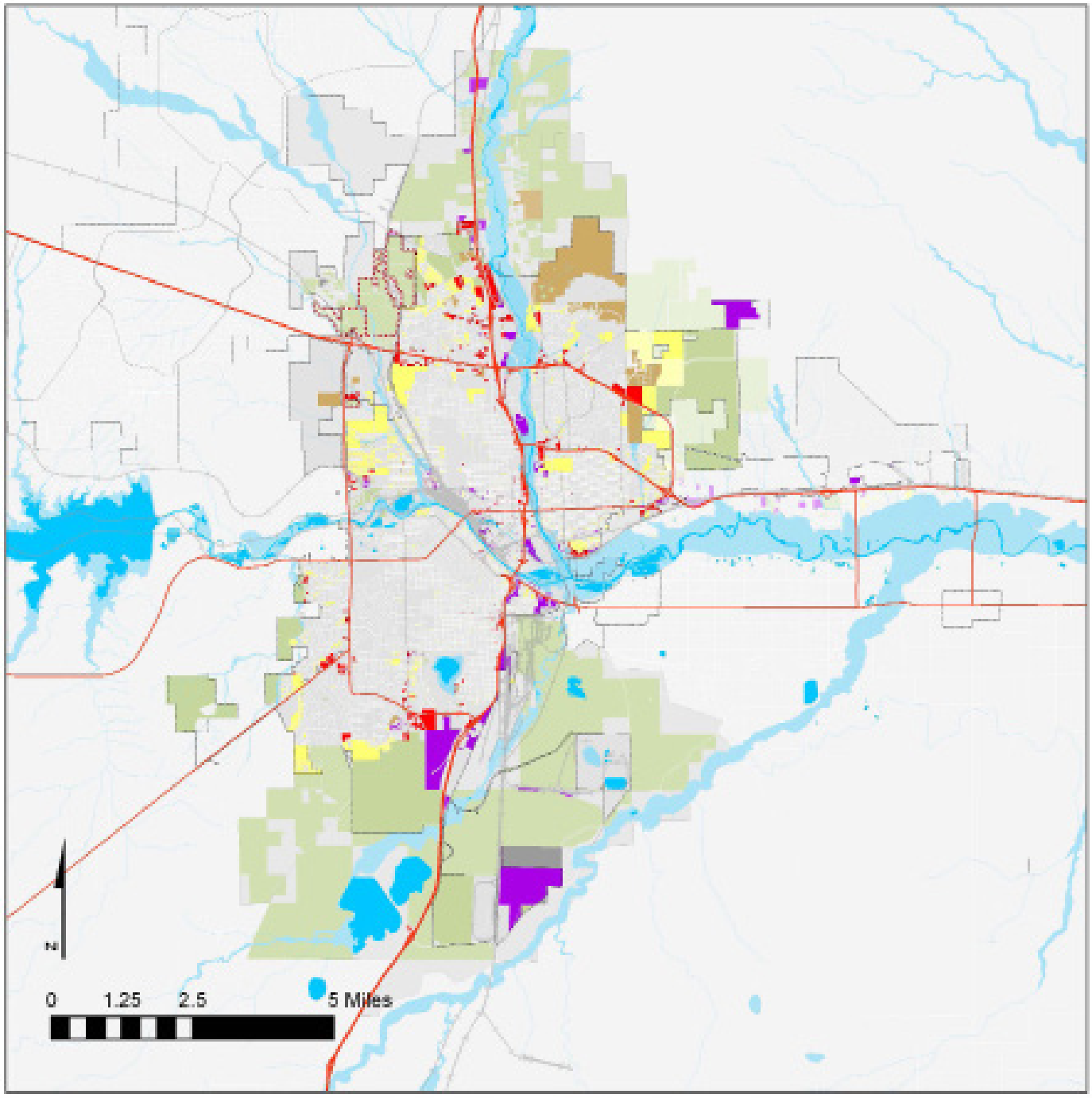
Development Feasibility: City of Pueblo and Future Growth Areas

A possible constraint on future development in the City may be the limits of existing infrastructure, and the high cost of expanding and maintaining additional infrastructure to serve new development. This applies to new roads, water service, and the possible need for additional fire stations to adequately serve development.

The City of Pueblo is served by Pueblo Water. The quantity of Pueblo Water's supply is a strong point in support of growth within and, in some locations, adjacent to existing City limits. However, while supply is adequate, the service area is limited, and extension of service delivery infrastructure to outlying areas and unincorporated areas is cost-prohibitive. Budget for service expansion is constrained by the need to repair or replace existing, aging service delivery lines.

Land Capacity[35]

City of Pueblo and Future Growth Areas



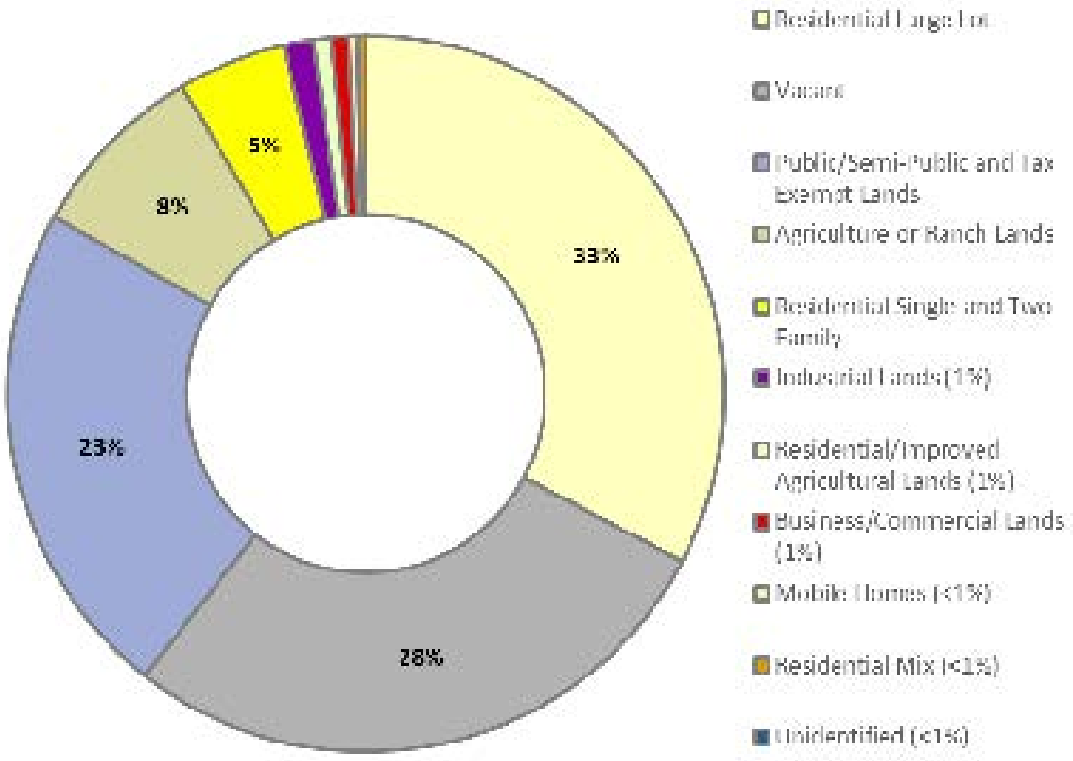
PUEBLO WEST

The Pueblo West Metropolitan District (PWMD) is located west of the City of Pueblo along U.S. Highway 50. Established in 1969, it encompasses 31,000 acres or 49 square miles (a land area slightly larger than City of Pueblo) with 18,700 platted residential lots. The PWMD is responsible for provision of fire and emergency response services, streets, water and wastewater, parks and recreation, and administration services within the District.

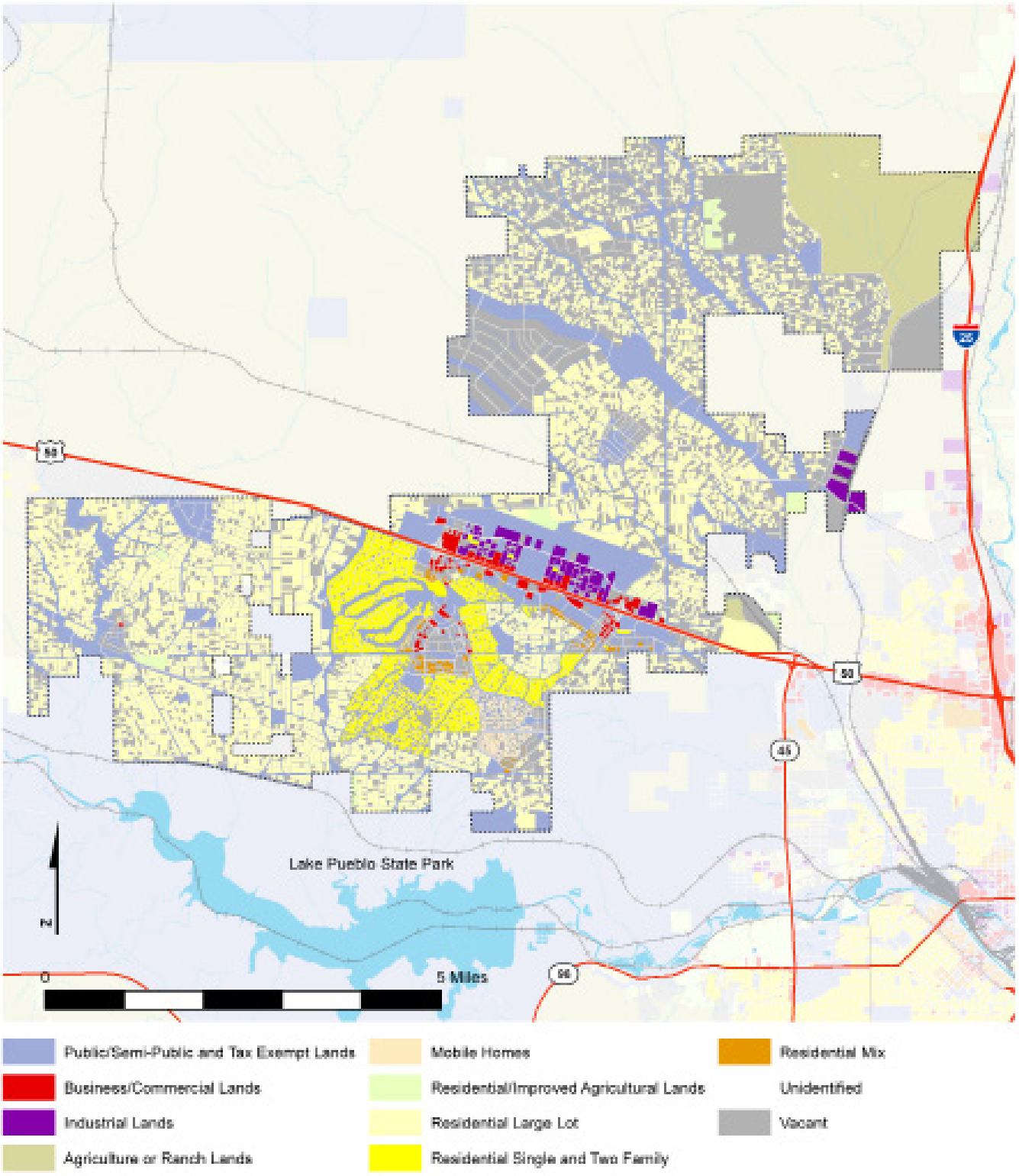
Existing Land Use: Pueblo West

Residential development occupies 10,992 acres within the PWMD. Commercial and industrial uses account for little of the land area in Pueblo West: together, these uses total 567 acres, while agricultural and ranching land represent another 2,300 acres of the total. The remaining acreage in Pueblo West is either public or semi-public and tax-exempt, at 6,331 acres, or vacant land, which totals 7,671 acres.

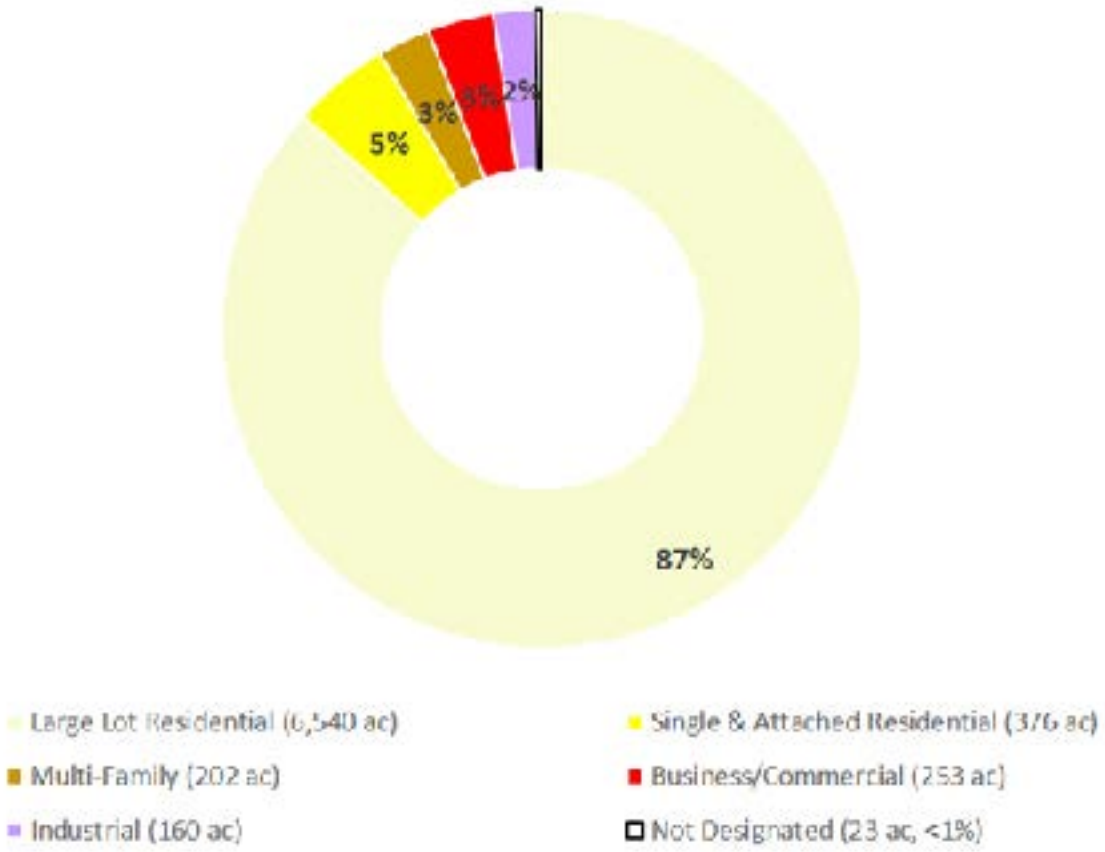
Existing Land Use[36]
Pueblo West



Existing Land Use[37]
Pueblo West



Vacant Land By Zoning[38]
Pueblo West

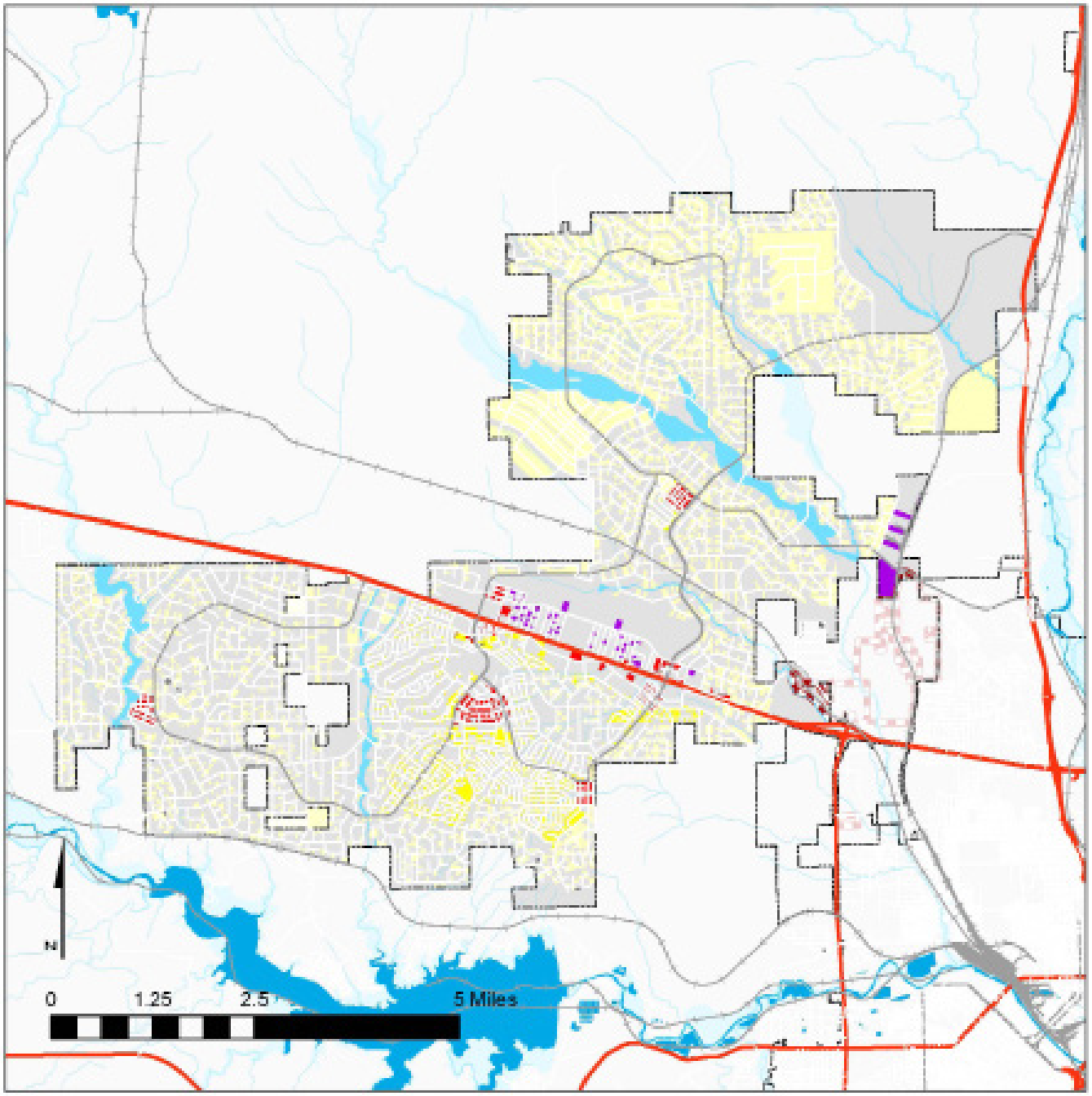


Land Capacity: Pueblo West

A significant majority of vacant land in the PWMD– 7,119 acres of the total vacant acreage of 7,671 acres – is zoned for residential development. Large-lot single family residential zoning applies to 6,540 acres of the residential total, while the other 578 are zoned for smaller lot residential, a PUD, and mobile homes. Industrial zoning applies to 160 acres in the PWMD, while another 253 acres of Pueblo West's vacant land is zoned for mixed use or commercial districts. There are also several agricultural inholdings within the PWMD boundary (south of Highway 50) that remain from its original formation in the 1960s. About 116 acres of this land (not included in the diagram) is classified as vacant and available for future development.

The PWMD owns approximately 5,400 acres of land within the Metro District Boundary. While a significant portion this land is located in flood zones, or includes road rights-of-way, approximately 500 acres are planned for future residential or non-residential development. In recent years, the PWMD has sold some District-owned parcels for development purposes. Additional District-owned land may be sold as opportunities for future development arise.

Land Capacity[39]
Pueblo West



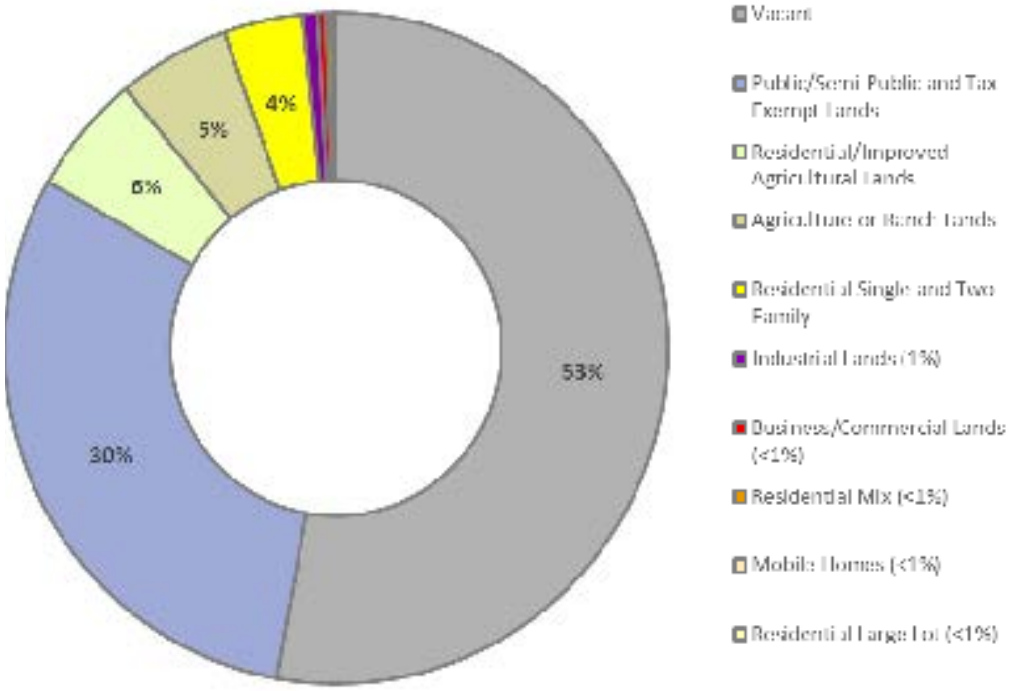
COLORADO CITY

Existing Land Use: Colorado City

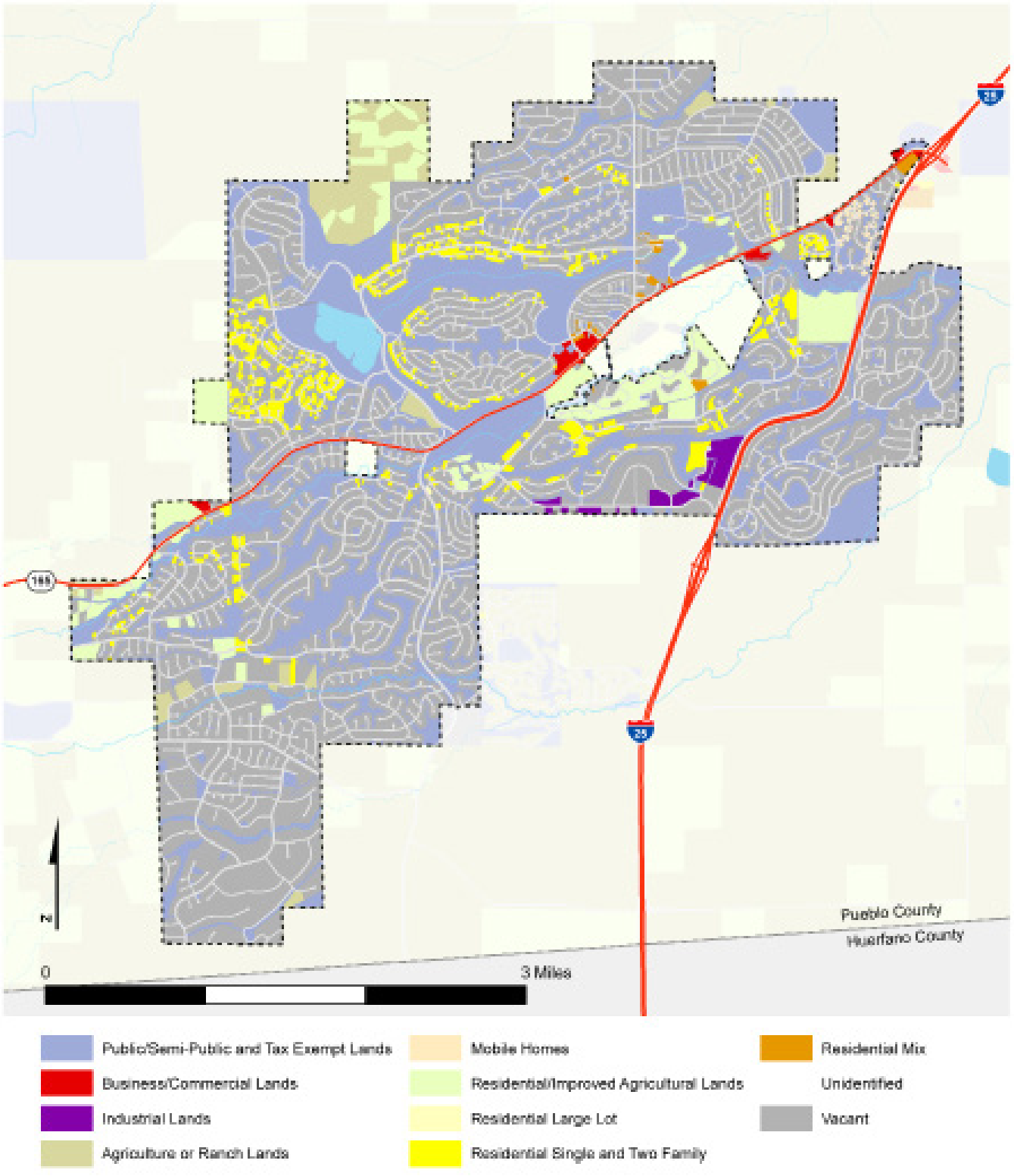
The Colorado City Metropolitan District (CCMD) is located approximately 20 miles south of the City of Pueblo along Interstate 25. The CCMD was established in 1963 and encompasses 8,017 acres or about 12 and a half square miles subdivided into 16,800 lots.

Though subdivided, just over half of the land—4,239 acres—in Colorado City remains vacant. There are 2,435 acres of public or semi-public tax-exempt land. Residential development occupies 815 acres of land. A further 89 acres is used for business, commercial, or industrial purposes, and the remaining 438 acres is agricultural or ranch land.

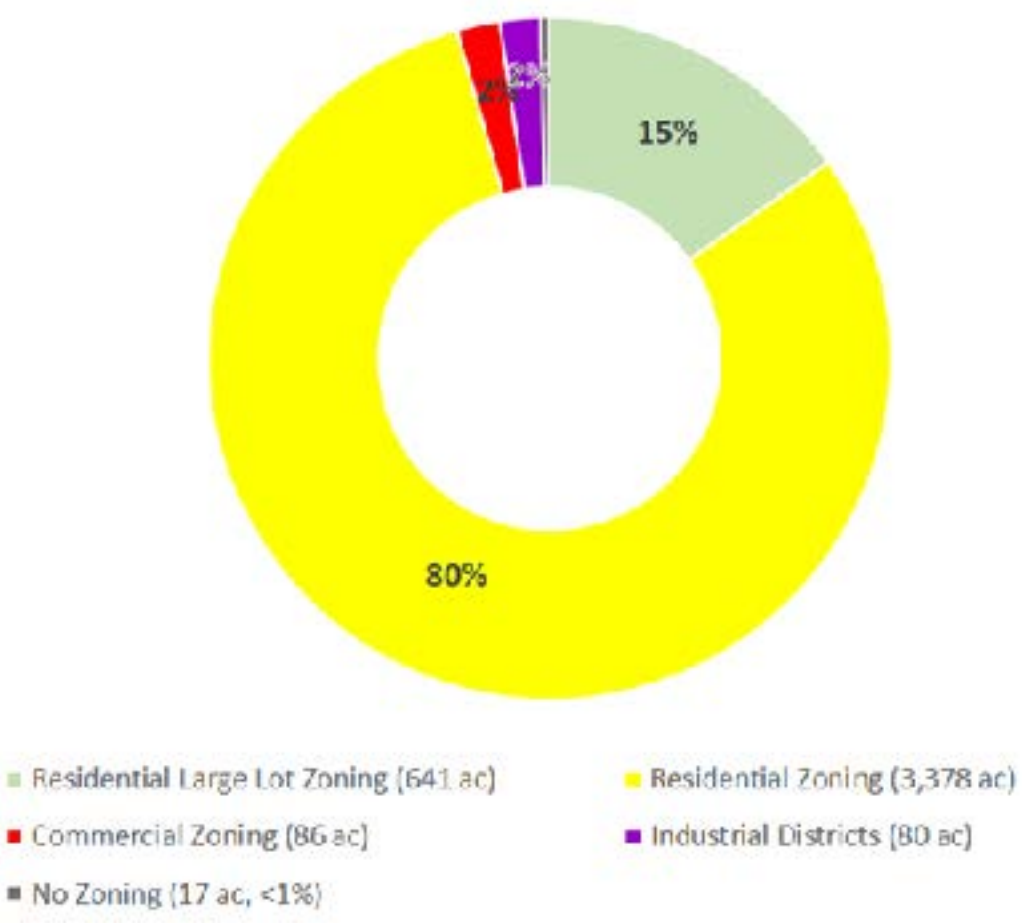
Existing Land Use[40]
Colorado City



Existing Land Use[41]
Colorado City



Vacant Land by Zoning[42]
Colorado City



Land Capacity: Colorado City

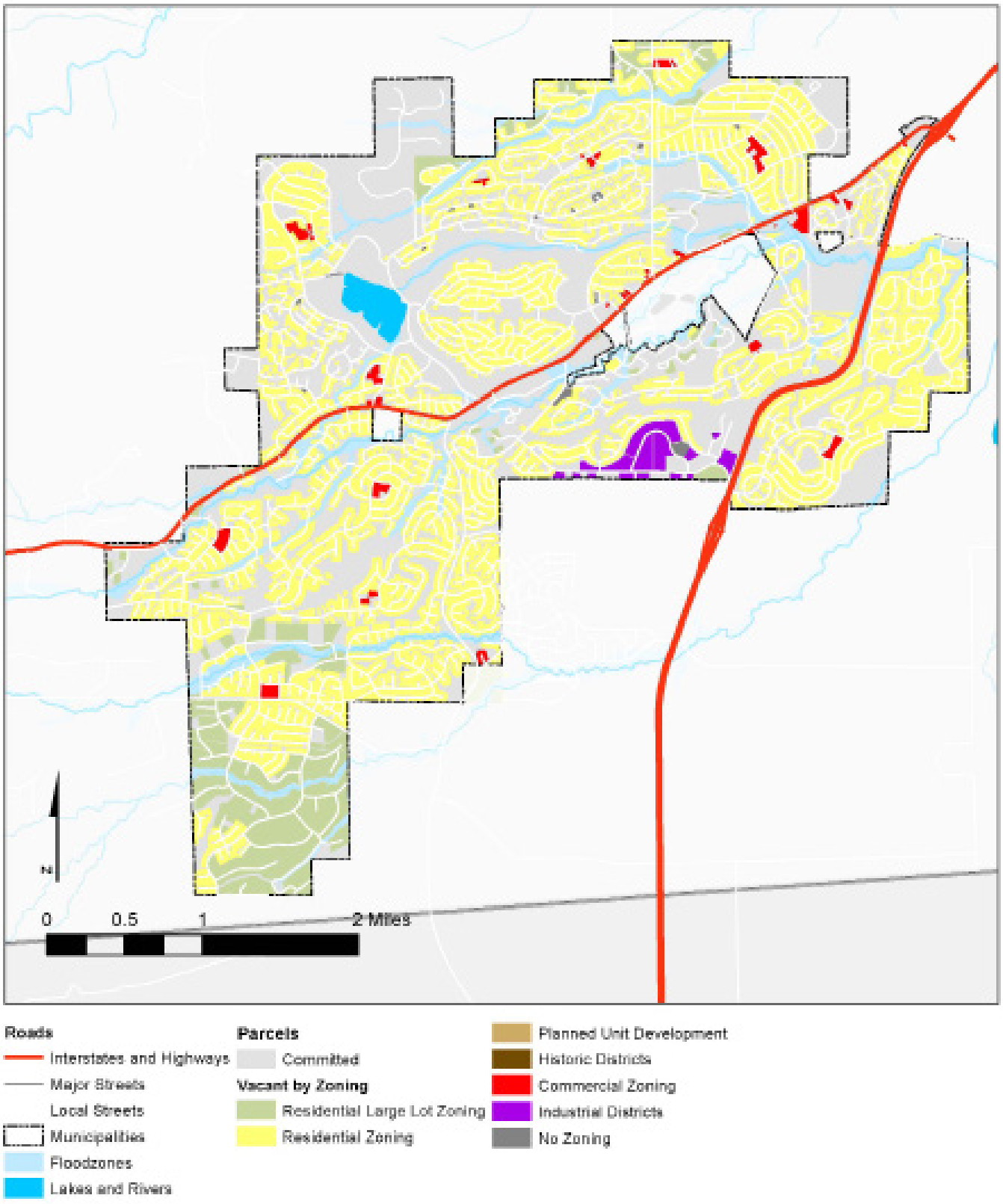
Of the 4,239 vacant acres of land in Colorado City, 641 acres is zoned for large lot residential, 3,220 acres is zoned for single- or two-family, and multi-family residential development. Commercial districts account for 86 acres of zoned vacant land, with only 12 acres agriculturally zoned. The remaining land is 80 acres of industrial zoning, 17 acres with no zoning.

There are more than 13,000 platted and unbuilt residential lots in Colorado City and fewer than 1,000 occupied homes in Colorado City. 52% of the land in Colorado City is still vacant, and a large portion of the committed land is dedicated open space or infrastructure.

Development Feasibility: Colorado City

Although there is significant land capacity remaining within the CCMD boundary, residential and non-residential development in Colorado City is anticipated to be fairly modest in the near-term due to current water and sewer system limitations. Colorado City has been growing at a rate of about one percent per year, adding around 15 new homes annually. Though the number of vacant lots far exceeds the existing service capacity for water and sewer, current capacity may be sufficient to support Colorado City's present rate of growth, if planned upgrades are completed and the present rate of growth remains constant over the twenty-year planning horizon.

Land Capacity[43]
Colorado City



DEVELOPMENT TRENDS: PUEBLO COUNTY

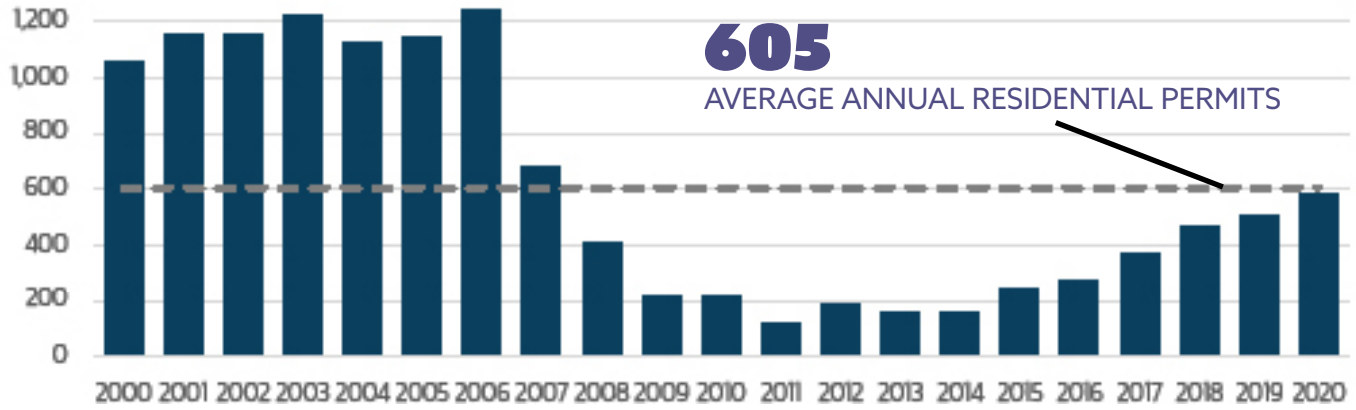
Residential Development

The housing development market in Pueblo County is beginning to increase to the amount of activity experienced in the early 2000s. Prior to the Great Recession, Pueblo County was issuing over a 1,000 residential construction permits per year. However, permits do not equate to units. The rate of housing permits issued has begun to rebound after more than decade of lower-than-average permits being issued from 2008 to 2019. The Pueblo Regional Building Department issued 582 residential building permits in 2020, which is slightly less than the 20-year average of 605 permits per year. The rate of home construction has not matched with population and employment growth in the past decade.

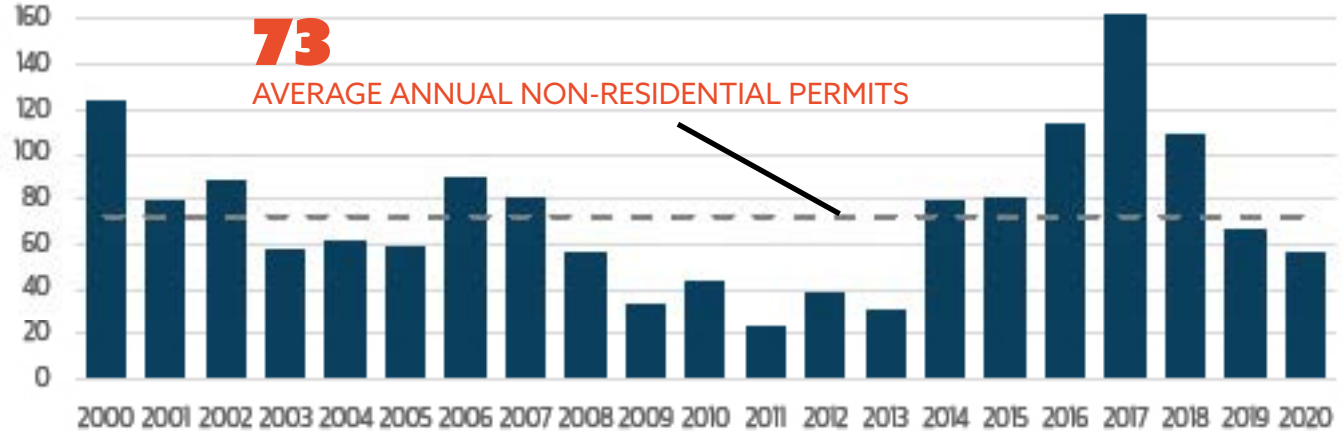
New residential development in the County has largely been by single family homes over the past two decades. Between 2000 and 2020, Pueblo recorded 9,415 residential building permits, with 92 percent of those for single family residences, and accounted for approximately 84 percent of units permitted. The predominance of single-family home development was even greater in the past 10 years, as single-family units accounted for 88 percent of units permitted.

A significant portion of residential building were permitted in zip codes coterminous with Pueblo West, matching high growth rates for population and households in that area over the same period, indicating high demand for the northwest area outside of the City. The other zip codes that attracted significant housing development in the past decade were in the north portion of the County along I-25, within the City of Pueblo, and in and around Colorado City.

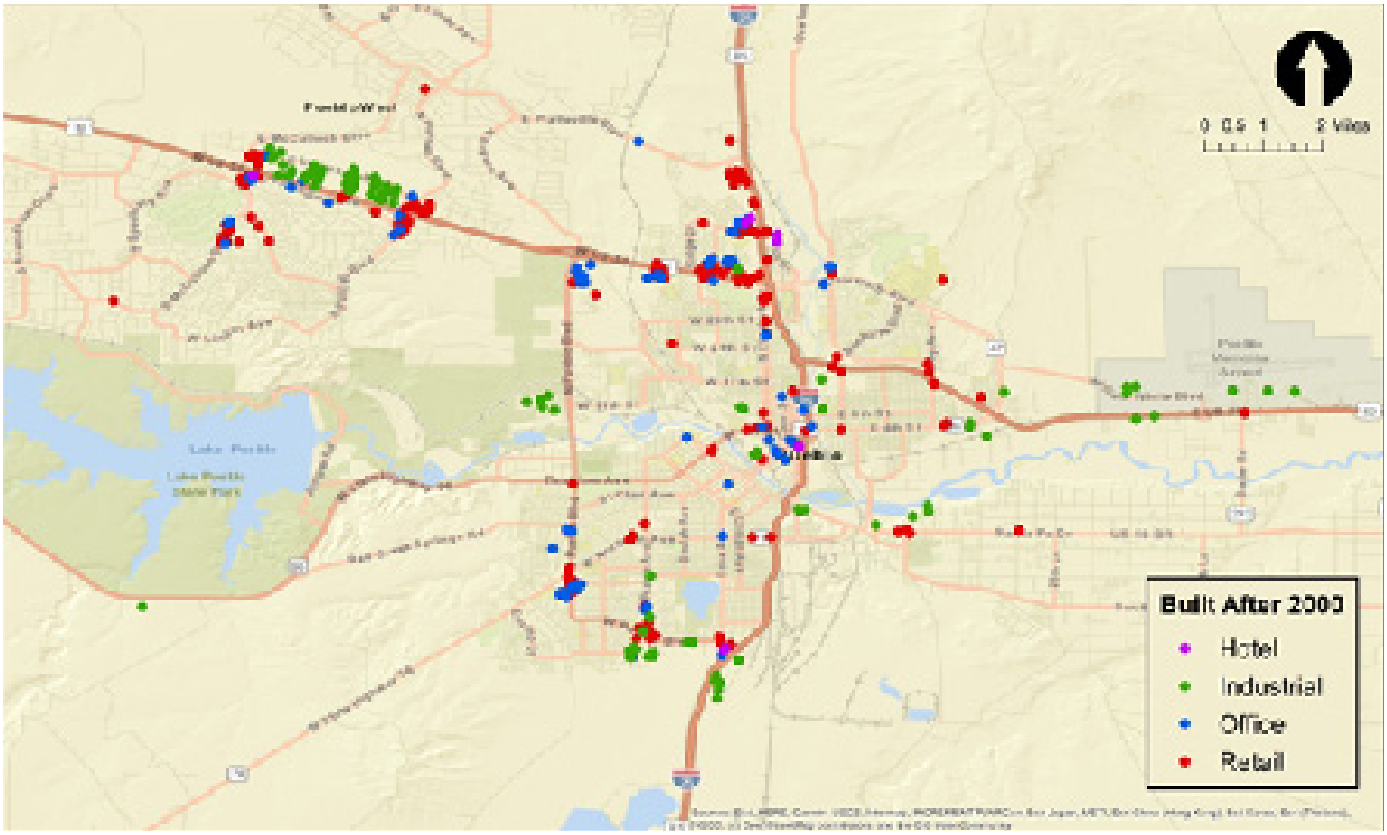
Residential Permits Issued[44]
Pueblo County, 2000-2020



Non-Residential Permits Issued[45]
Pueblo County, 2000-2020



New Non-Residential Buildings[46]
Pueblo County, 2000-2020

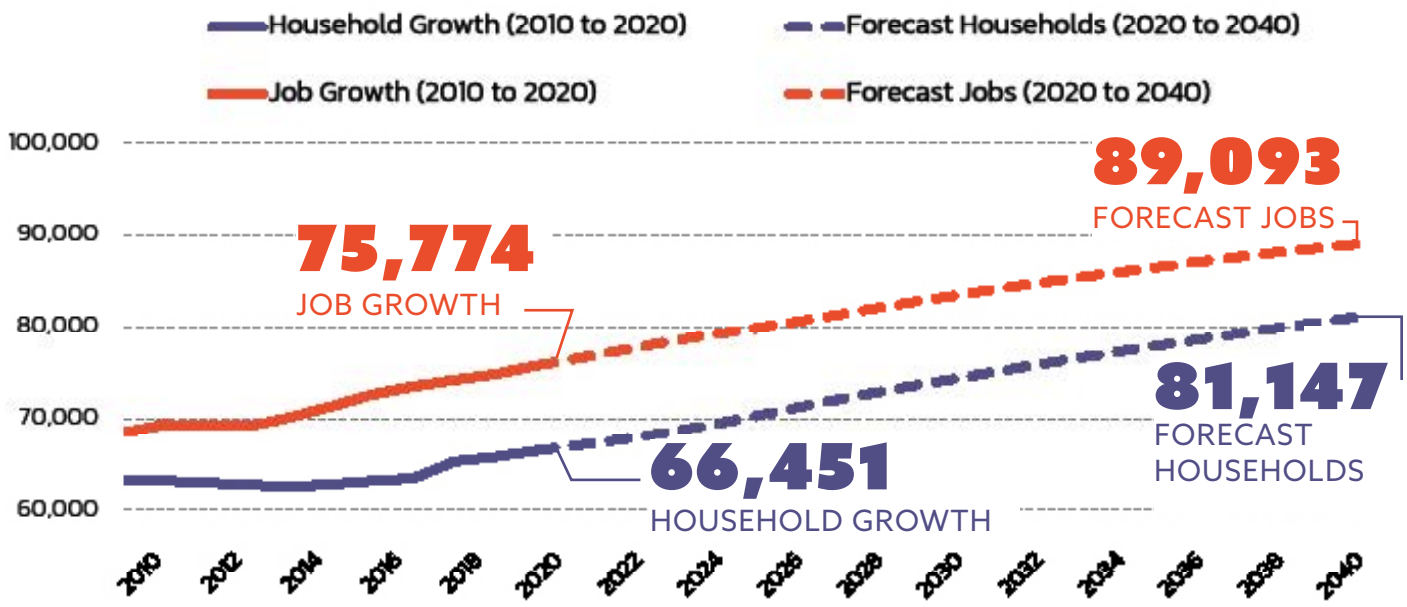


Non-residential Development

The rate of non-residential development did not follow the same pattern as housing construction. The Pueblo Regional Building Department issued an average of 73 new non-residential building permits annually between 2000 and 2020, with the County experiencing the highest rates of permitted buildings in the past 6 years. Since 2014, the County has averaged 95 non-residential permits annually with a twenty year high in 2017 of 162 permits. This rate of non-residential construction should be indicative of increased employment growth currently and in the near future.

The non-residential development in the County has been more dispersed than the housing development. However, most of the new development has occurred along the Highway 50 corridor in Pueblo West and in the City of Pueblo, and along the I-25 corridor on the north end of the City of Pueblo. New retail developments over the past twenty years have been primarily along these two major transportation routes, with the north I-25 area attracting most of the regionally oriented retail centers. The office and hotel development patterns have largely followed the retail patterns. Industrial development has primarily been concentrated in Pueblo West along Highway 50, on the southern end of the City of Pueblo along I-25 and near the Pueblo Municipal Airport.

Forecast Household and Job Growth[47]
Pueblo County, 2010-2040



FORECAST GROWTH AND DEVELOPMENT DEMAND: PUEBLO COUNTY

Population Forecast

The Colorado Department of Local Affairs (DOLA) projects that Pueblo County will add 29,000 new residents over the next 20 years at a rate of 0.8 percent annually. This rate of population growth is estimated to result in the increase of households in the County by nearly 14,700 over 20 years. The rate of household growth forecast is greater than the County has experienced in the past decade indicating housing demand will increase along with the growing economy. Employment in Pueblo County is forecast by DOLA to increase from 75,774 jobs to 89,093 jobs in the next 20 years. This is an estimated increase of 13,319 jobs over 20 years, which equates to an annual rate of 0.8 percent matching the rate of population growth. This rate of employment growth is consistent with rates experienced since 2013.

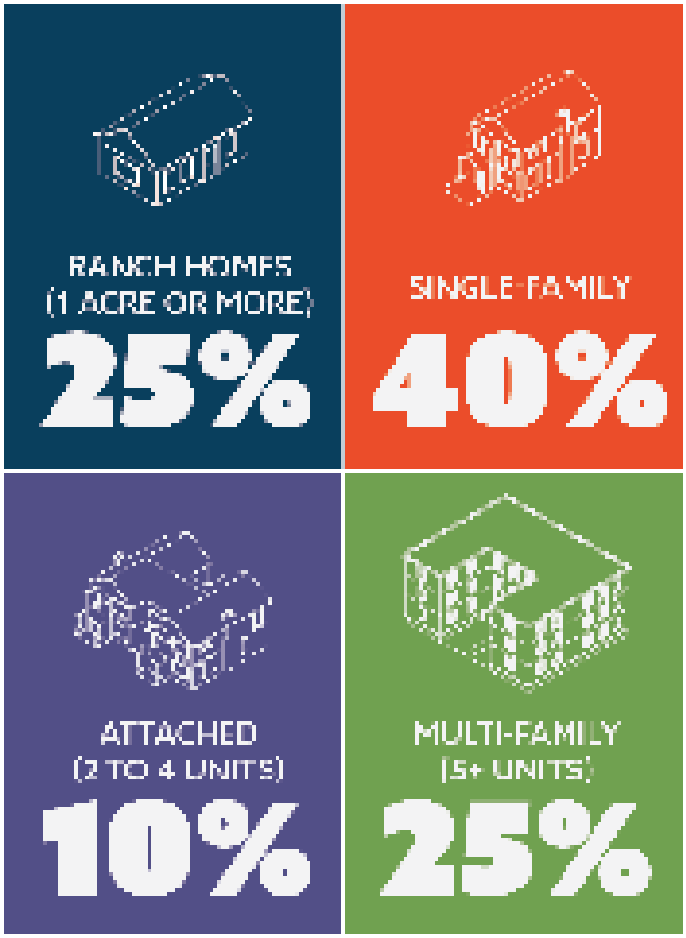
14,700
NEW HOUSING UNITS

5,131
ACRES OF LAND FOR HOUSING

Housing Forecast and Land Demand

The forecasted amount of household growth was translated into housing demand by housing product type based on an evaluation of demographic conditions, forecasts by age cohort completed by DOLA, analysis of development trends, and considerations of housing prices/costs. The types of housing units in demand in the County over the next 20 years are estimated to be predominately single family, matching current household trends. Single family units are estimated to account for approximately two thirds of new units built. However, there is likely to be an increase in the number of attached and multifamily units built in the County. There will be demand for a greater diversity of unit types due to the rising costs of housing making ownership of single-family homes more difficult for the average household/worker, shifting housing preferences, increased employment, continued in-migration to the County, and most impactfully, the large number of older residents (over the age of 65) currently in the County that will likely need or desire housing options more oriented to seniors. There will be an estimated demand for 14,700 new housing units over the next 20 years, which will

generate the need for 5,131 acres of land for housing to accommodate demand. This housing demand was spread over four primary housing product types including:



Non-Residential Forecast and Land Demand

To understand the types of non-residential development that will be in demand over the next 20 years, the forecasted 13,300 new jobs in the County by 2040 were distributed by industry. In total, the estimated new employment in the County will generate demand for 4.3 million square feet of additional building space. The total estimated demand for building space over the next 20 years will generate demand for approximately 1,120 acres of land. Most of the land demand comes from heavy industrial uses and land intensive employment uses. Demand is projected to be split relatively evenly among five employment-oriented building types:

4.3 MILLION
FT² ADDITIONAL BUILDING SPACE

1,120
ACRES OF LAND IN DEMAND

- **Retail.** This category includes typical retail and restaurant uses. These uses have similar land demand patterns in terms of space for visitors, length of stay, and locations.
- **Service Commercial/Hospitality.** This category includes a mixture of commercial-oriented businesses (e.g., dentist office, real estate office) and hotel uses.
- **Office/Institutional.** This category includes traditional office buildings (e.g., multi-tenant or limited or no customer interface) and educational and health provider support spaces.
- **Industrial/Flex.** This category includes more traditional industrial and flex-industrial uses. This includes small scale manufacturing and warehouse/distribution uses.
- **Heavy Industrial/Land Based.** These employment uses are more unique to Pueblo that are either large heavy industrial users, such as EVRAZ, and more land consumptive employment uses, such as Vestas and the Transportation Technology Center.

Forecast Development Land Demand[48]
Pueblo County, 2020-2040

Description			
Residential (2020–2040)			
Development Type	**Total Units**	**Ann. Avg. Units**	**Total Acreage**
Pueblo Ranch	3,622	181	3,622
Suburban Single Family	5,878	294	1,176
Attached (2-5 units)	1,470	73	147
Multifamily (Greater than 5 units)	3,726	186	186
Subtotal	14,696	735	5,131
Employment (2020–2040)			
Development Type	**Total Sq. Ft.**	**Ann. Avg. Sq. Ft.**	**Total Acreage**
Retail	1,051,500	52,575	121
Service / Hospitality	791,200	39,560	81
Office / Institutional	752,600	37,630	58
Industrial / Flex	839,300	41,965	129
Heavy Industrial / Land Based	819,700	40,985	753
Subtotal	4,254,300	212,715	1,120
Total			**6,251 acres**

Total Land Demand

In aggregate, the total demand for land to support both forecasted residential and non-residential growth is approximately 6,251 acres over the next 20 years.

The long-term impacts of the COVID 19 Pandemic on demand for housing and employment development are not fully understood at this point. The shift to remote working for professional service jobs and other industries during the pandemic may have lasting impacts on demand and needs for office space. Retail development trends have only been accentuated during COVID 19 along with a shift to increased spending on food for home consumption due to stay at home orders and social distancing requirements. These shifts have only accelerated the move towards more distribution-based retail and food service, which continues to drive demand for industry space. The estimated land demand for employment uses is heavily driven by industrial and land-based employment uses. The forecasts still provide a reasonable estimate of future demand by development type even if COVID 19 impacts reduce or increase overall demands for development space and acreage.

FUTURE DEVELOPMENT AND LAND CAPACITY: PUEBLO COUNTY

The comparison of demand for future development and land capacity is best summarized based on the types of uses expected in the County over the next 20 years. Three major groups of new development types were evaluated to summarize capacity and demand issues: residential, commercial/mixed-use, and industrial.

Residential Land Demand vs. Capacity

The estimated demand for residential development was split among the four housing types describe previously; Pueblo Ranch, Suburban Single Family, Attached housing, and Multifamily housing. The potential locations that are suitable for each of these types varies. However, most of the future units will likely need to be within areas with water and sewer service and in relatively proximity to major transportation routes, jobs, and/or retail and commercial uses. The housing product types were aligned with the characteristics of the identify development capacity in the County based on existing zoning and other attributes.

The forecast of 14,700 new households over the next 20 years will generate demand for 5,131 acres of land. To provide flexibility for market forces and individual site constraints, a planning factor of 50% is applied for the acres needed for suburban single family, attached, and multifamily housing, which mean the County should strive to have approximately 7,400 acres in total accommodate housing demand. The majority of land in demand is for the Pueblo Ranch housing type, which has demand for 3,622 acres from 3,622 units. The Suburban Single Family housing type is estimated to need 1,176 acres to accommodate demand. The Attached housing type will need 147 acres to accommodate demand and multifamily unit demand will generate the need for 186 areas.

In total, there is capacity of about 23,320 acres for housing uses in currently zoned land or areas that are zoned A-1 but planned for residential development. The capacity by area in the County is described below.

Residential Land Demand vs Capacity[50]

Description	Units	Acres
Demand		
Pueblo Ranch	3,622	3,622
Suburban Single Family	5,878	1,176
Attached	1,470	147
Multifamily	3,726	186
Total	14,696	5,131
Supply		
City of Pueblo		
Large Lot/Ranch		165
Single Family and Attached		3,285
Mutifamily		160
A-1 Zoned Land (Holding)		3,980
Total		7,590
Unincorporated Urban Area		
Large Lot/Ranch		413
Single Family and Attached		452
Multifamily		24
PUD Zoned Land		121
A-1 Zoned Land (Holding)		3,440
Total		4,450
Pueblo West		
Large Lot/Ranch		6,540
Single Family and Attached		376
Mutifamily		200
Total		7,116
Colorado City Area		
Large Lot/Ranch		641
Single Family and Attached		3,243
Mutifamily		159
A-1 Zoned Land (Holding)		120
Total		4,163
Total Supply		23,319

- **City of Pueblo.** The City of Pueblo has 7,590 acres of vacant land that could be used for new housing. Forty-eight percent of the land is designated for residential uses based on current zoning designations including PUDs. The remaining acreage (3,981 acres) is annexed within the City and zoned A-1, which serves as a reserve category

for future development. Build out in some of these areas may require extension of existing infrastructure to serve new development.

- **Pueblo West.** Pueblo West has 7,116 acres of vacant land designated for residential uses. The vast majority (6,540 acres) is for homes on large lots (1 acre or greater).
- **Unincorporated urban areas.** There is an additional 4,163 acres of land in the unincorporated urban portion of the County (areas immediately outside of the city classified as the North Pueblo Area and East Corridor that is designated or suitable for urban housing).
- **Colorado City.** There is 641 acres of land in Colorado City that is zoned for large lot residential (641 acres) and an additional 3,243 acres zoned for single family and attached housing.

Commercial/Mixed-use Land Demand vs. Capacity[49]

The estimated demand for uses that are suitable in commercial and/or mixed-use areas includes the multifamily housing product type, retail uses, commercial/hospitality uses, and office/institutional uses. These types of uses can locate in single use or mixed-use areas. Generally, these locations will need to be in areas with water and sewer services, with proximity, visibility, and access to major transportation routes, and in areas with substantial amount of existing housing and/or jobs.

The forecast employment growth for Pueblo County is estimated to generate demand for 240 acres of land to accommodate forecast retail, commercial service, hospitality, office, and other institutional uses. In addition, multifamily uses are complimentary to these non-residential uses and could be accommodated in these areas as well. Factoring in the multifamily demand of 186 acres, the total demand for these uses is 425 acres.

In total, there is capacity of over 955 acres for these types of uses. The capacity location is described below.

- **City of Pueblo.** The City of Pueblo has 645 acres of vacant land that could be used for commercial and mixed-use purposes.
- **Pueblo West.** Pueblo West has 250 acres of vacant land designated for commercial and mixed-use.
- **Unincorporated urban areas.** There are 60 acres of land designated for business/commercial uses within the unincorporated areas suitable for urban development.

Commercial/Mixed-Use Land Demand vs Capacity[51]

Description	Acres
Demand	
Multifamily	186
Retail	121
Service/Hospitaltiy	61
Office/Institutional	58
Total	239
Supply	
City of Pueblo	
Business/Commercial Lands	640
Unincorporated Urban Area	
Business/Commercial Lands	60
Pueblo West	
Business/Commercial Lands	202
Colorado City Area	
Business/Commercial Lands	159
Total	1,061

Industrial/Employment Land Demand Vs. Capacity

The estimated demand for industrial and land intensive employment uses includes the industrial/flex and heavy industry/land based non-residential development types. These types of uses will most likely locate centrally within Pueblo County, in locations proximate to major transportation routes including highways and rail, in locations that will have minimal or no adjacency to housing, and with the presence of infrastructure that can support the demands of the use whether that be water, sewer, electrical, and rail/highway access.

The forecast employment growth for Pueblo County is estimated to generate demand for 881 acres of land to support industrial and flex-industrial uses. This estimated demand does not include land estimated to be in demand for large scale/land consumptive uses that don't require a building or large building. Examples of this type of uses are agricultural land used for produce or hemp and also for large-scale solar power instillations.

Pueblo County is estimated to have over 16,800 acres of land that could be used for industrial uses. The majority of this land is in the unincorporated portion of the County.

- **City of Pueblo.** The City of Pueblo has 1,324 acres of vacant land that could be used for industrial uses.
- **Pueblo West.** Pueblo West has 160 acres of vacant land designated for industrial uses. This amount of land could be developed within the plan horizon, which may prompt need for flexibility of use of other land Pueblo County for these uses that is near Highway 50.
- **Unincorporated Urban Areas.** There are 15,400 acres of land in the unincorporated portion of the County that could be suitable for industrial uses. Most of this land is zoned A-1 however there are 1,750 acres zoned for industrial uses. Most of the vacant land in the unincorporated portion of the county that could be used for industrial uses is on the southern edge of the City of Pueblo or along the east Highway 50 corridor from the airport to Pueblo Plex.
- **Colorado City.** Colorado City has 1,750 acres zoned for industrial uses.

Industrial/Employment Land Demand vs Capacity[52]

Description	Acres
Demand	
Industrial/Flex	128
Heavy Industrial/Land Based	753
Total	881
Supply	
City of Pueblo	
Industrial Lands	1,324
Unincorporated Urban Areas	
Industrial Zoned Land	1,750
A-1 Zoned land	13,650
	15,400
Pueblo West	
Industrial Lands	160
Colorado City Area	
Industrial Zoned Land	1,750
Total	18,634

KEY CONSIDERATIONS FOR THE REGIONAL COMPREHENSIVE PLAN

Information provided as part of Focus Area 2 establishes a baseline understanding of land supply, demand, and development feasibility in Pueblo County today. These factors will help inform policy discussions about where different types of uses—residential, non-residential/mixed-use, and industrial/employment uses—should be prioritized in the future. Key considerations include:

Aligning housing needs with demand

Pueblo County has ample land to accommodate estimated housing demand. Generally, land within the City of Pueblo or Pueblo West can more easily accommodate new housing due to the presence of existing services and infrastructure. The excess capacity gives the County and municipalities flexibility in where they would like to direct housing development. Considerations on the availability of infrastructure, services, and the cost to provide urban services should be a major consideration in developing the Future Land Use Map. As well, input from the community on the types of housing and neighborhoods they would like to see will also provide guidance on where future housing should go and the overall mix of housing that is provided.

Encouraging a mix of new development and adaptive reuse/redevelopment

Sufficient land is available in Pueblo County to accommodate demand for commercial, business, and mixed-use areas and provide flexibility for the market. The majority of that land is concentrated in the City of Pueblo and Pueblo West. The inclusion of multifamily housing as part of the overall mix of uses in areas designated as commercial/business areas will not significantly reduce overall capacity for these uses in the future. Area-specific needs for commercial land in different parts of the County will be explored as part of the process. While land is not a constraint, opportunities to encourage the adaptive reuse of underutilized commercial areas and buildings should be explored to help revitalize older areas of the community and promote the efficient use of available infrastructure and services. Multimodal connectivity should also be considered when planning mixed-use development.

Prioritizing established/emerging industrial and employment areas

A significant amount of the land planned for industrial and employment currently lacks the infrastructure needed to support new development—streets, water, sewer, and power. As a result, supporting the growth of existing/emerging industrial and employment parks and areas should be a priority. In particular, areas that have the types of assets employers value—access to major arterials/highways or rail—should be protected from encroachment by other uses and prioritized for infrastructure investments that can help attract and grow employment. The primary industrial areas that most desirable include the south Pueblo area along I-25, within Pueblo West along Highway 50, and along Highway 50 from the Pueblo Airport to (and including) PuebloPlex. Considerations of the types of employment lands that may not exist in the County that could attract uses should be made in the plan process.

Protecting the long-term viability of agricultural and ranching lands

Agricultural production and ranching are an integral part of Pueblo County's history, culture, and economy. Conversion of agricultural land to residential and the transfer of water rights from those lands are of particular concern in the St. Charles Mesa Area. In other unincorporated areas of the County, pressure for the continued expansion of emerging industries like marijuana and industrial-scale solar are becoming more prevalent. While these uses have had a positive impact on the County's economy and (in the case of solar) align with the region's energy goals, questions about the siting and extent of these uses have been raised. Independent of the Regional Comprehensive Plan process, the County has taken steps to examine potential concerns and recommend possible policy and regulatory changes. These recommendations will be used to help frame land use and policy choices as part of the Regional Comprehensive Plan process. Engaging agricultural producers, water providers, ranchers, and other stakeholders in the process will be essential. These recommendations will be used to help frame land use and policy choices as part of the Regional Comprehensive Plan process. Engaging agricultural producers, water providers, ranchers, and other stakeholders in the process will be essential.

FOCUS AREA #3

ECONOMIC BASE





This section provides an overview of the current economic landscape in Pueblo County and the various factors that influence the region's economy—primary employment sectors, educational attainment, employment trends, emerging industries, and economic incentives. It also frames ways that the Regional Comprehensive Plan can help advance ongoing economic development efforts—like the One Pueblo Economic Development Strategic Plan—by aligning future land use policies with established goals.

PRIMARY EMPLOYMENT SECTORS

Pueblo County is home to over 75,000 jobs, according to the Colorado Department of Local Affairs (DOLA). The largest industries in the County include Health Care, Retail Trade, Accommodations and Food Services, Education, and Manufacturing. The economic base in Pueblo County consists of three main elements including a mixture of primary employment industries, the County's role as a regional service hub, and as a destination for tourists and retirees.

Primary employment sectors including agriculture and agribusiness activities, manufacturing anchored by the Evraz Steel Plant and Vestas, and military training and services. These industries attract outside investment and provide goods and services throughout the US. As well, there are emerging primary employment opportunities that are creating greater diversity in the economy including renewable energy development and the hemp/marijuana growing and processing industry.

The Pueblo County economy has higher than average concentrations of agricultural activities. Pueblo County ranked 26 out of 63 counties in Colorado in terms of market value of agricultural products sold, according to the 2017 US Census of Agriculture. The County has nearly 900,000 acres of land in farms. Food growing in the region helped spur the creation of a robust network of food production, processing, and distributions businesses including major national food companies such as Mission Tortillas. Pueblo is also renowned for its chile peppers. The agriculture and agribusiness sectors are supported by strong organizations including FFA, 4H, and the Pueblo Chile Growers Association.

As a result of its agricultural heritage, Pueblo is also a regional commerce and service hub that draws visitors to the County from throughout southern Colorado for retail goods and services, health care, and education. The Parkview Hospital Medical Center is the largest employer in the County. Pueblo serves a major shopping and agricultural business destination for the region. Lastly, the education institutions in the

Pueblo County Largest Employers, 2019[53]

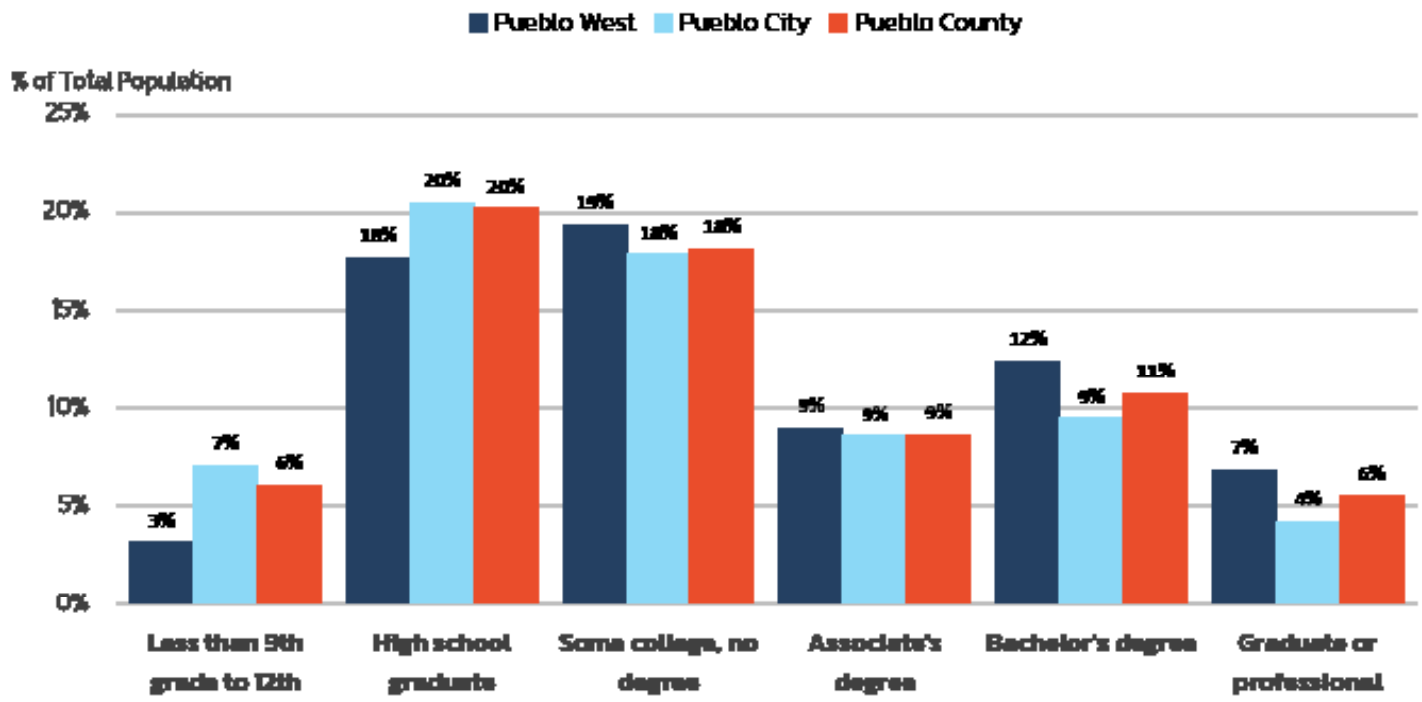
Description	Employees
Parkview Hospital Medical Center	3,100
Pueblo City Schools	1,759
School District #70	1,284
Wal Mart	1,135
Evraz Inc. (Rocky Mountain Steel)	1,124
Pueblo County	1,095
Vestas Tower America	967
St. Mary-Corwin	829
Convergys	700
Target Corp	700
City of Pueblo	683

County, including Colorado State University Pueblo, serve residents throughout the state and from out of Colorado.

Lastly, Pueblo is a tourism destination drawing visitors to the County for its outdoor recreational opportunities including Lake Pueblo State Park, entertainment opportunities including the Colorado State Fair, and attractions anchored by the Historic Arkansas Riverwalk Area. Pueblo's moderate climate, home prices, and quality of life has made it a destination for retirees.

The economy in Pueblo is also made up of primarily small businesses. According to the Pueblo Economic Development Corporation (PEDCO), most companies in the Pueblo County have under 10 employees and vast majority of companies have under 50 employees.

Educational Attainment, 2019[54]





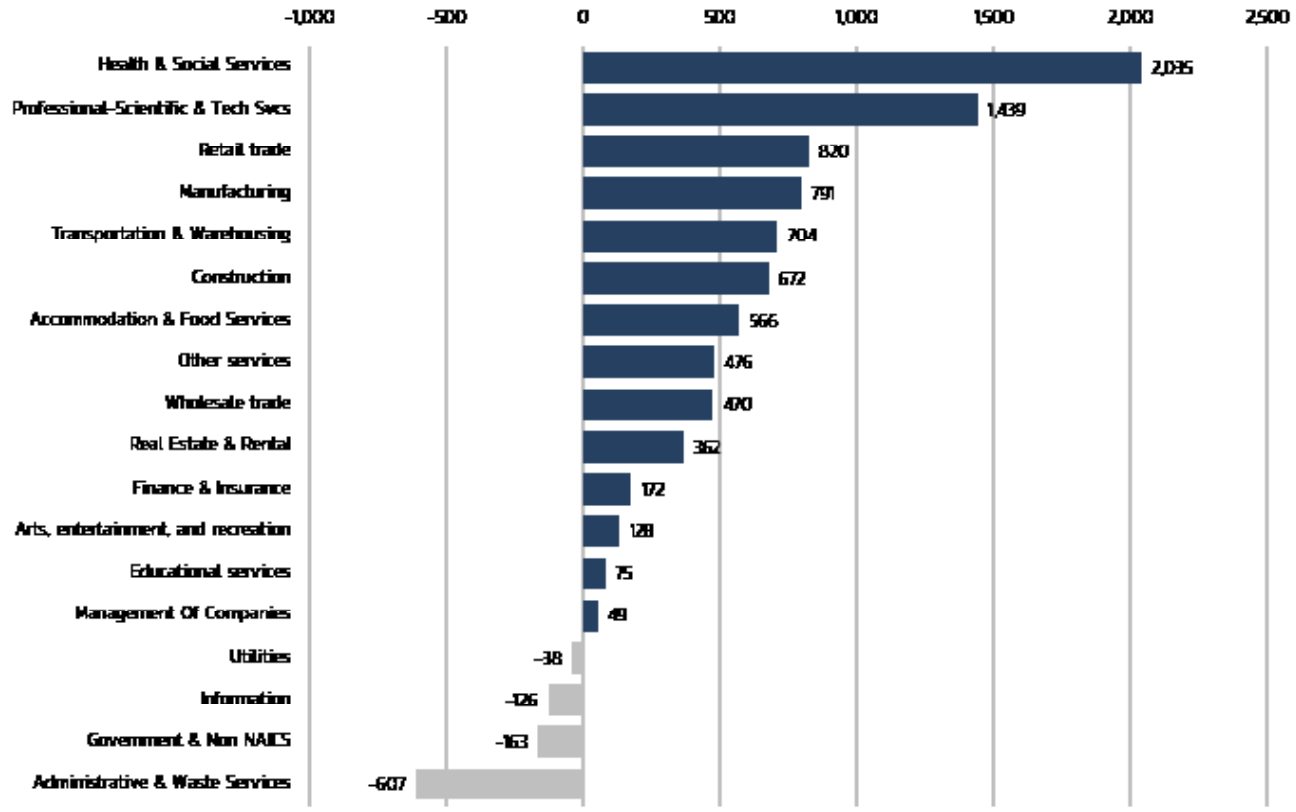
EDUCATIONAL ATTAINMENT

The economic base of the County consists of many jobs that do not require higher education. As a result, the average educational attainment of residents is lower than the state average. The percent of County residents with a bachelor's degree or higher is 17. Pueblo West has the highest incidence of residents with a bachelor's degree or higher, at 19 percent, compared with 13 percent for the City. By comparison, these rates are considerably lower than the rate for the state, which is 27 percent.

EMPLOYMENT TRENDS

Employment in Pueblo County has been growing at a steady rate for the past 20 years (1 percent per year) with an average 700 to 800 new jobs being created annually. The County's largest industries are also primarily the fastest growing industries. Health Care, Professional Services, Retail Trade, and Manufacturing have seen the greatest increases in employment since 2010. The increase in number of professional service jobs since 2010 represents significant growth in employment in an industry that had not previously been one of the County's largest industries.

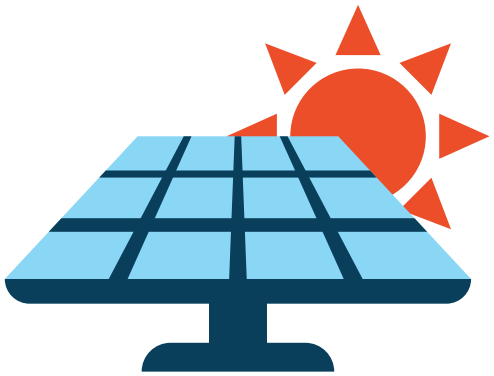
Change in Employment by Industry[55]
Pueblo County, 2010 - 2019



Emerging Industry: Industrial-Scale Solar

Pueblo County's abundance of land, climate, and utility facilities have attracted the attention of solar developers in recent years. The first utility scale solar project in unincorporated Pueblo County was constructed in 2014. Based on information provided by applicants, projects generate between 250 and 600 jobs during construction, which ranges from nine to 18 months.

Solar Farms in Pueblo County, 2020



8 EXISTING/PERMITTED SOLAR FARMS

17,000 TOTAL ACRES

3 PROPOSED/PENDING SOLAR FARMS

7,870 TOTAL ACRES

Emerging: Industry Hemp

Pueblo County has positioned itself as a prime location for hemp production, processing, and related-industries. PEDCO, Pueblo County Community College, the Institute for Cannabis Research (located at Colorado State University – Pueblo) have worked to attract hemp-related businesses and grow a workforce to support these businesses with customized education and training.

Hemp-related uses in unincorporated Pueblo County, 2020



OF OUDOOR GROW OPERATIONS

23 OF HEMP-RELATED PROCESSING/ MANUFACTURING FACILITIES

HEMP-RELATED JOBS

INCENTIVE AND ECONOMIC DEVELOPMENT PROGRAMS

Pueblo County and the City of Pueblo provide a number of incentive and economic development programs to support the economic health of the community. The City of Pueblo provides utility and stormwater fee rebates, property tax rebates, and the use of tax increment financing through urban renewal to support new development projects that further economic development goals. The City also created a dedicated sales and use tax capital improvement fund to support the attraction, expansion, and retention of businesses in the community. In addition to the City's programs, there are a number of state and federal incentive programs that businesses located in the County can access. A few highlighted programs are described below. A comprehensive list of programs is provided in the One Pueblo Economic Development Strategic Plan.

Established Development Area

The City of Pueblo adopted an Established Development Area in 2018. The Established Development Areas for alternative landscape standards for projects in the area to make it easier for infill projects to be approved.

Enterprise Zones

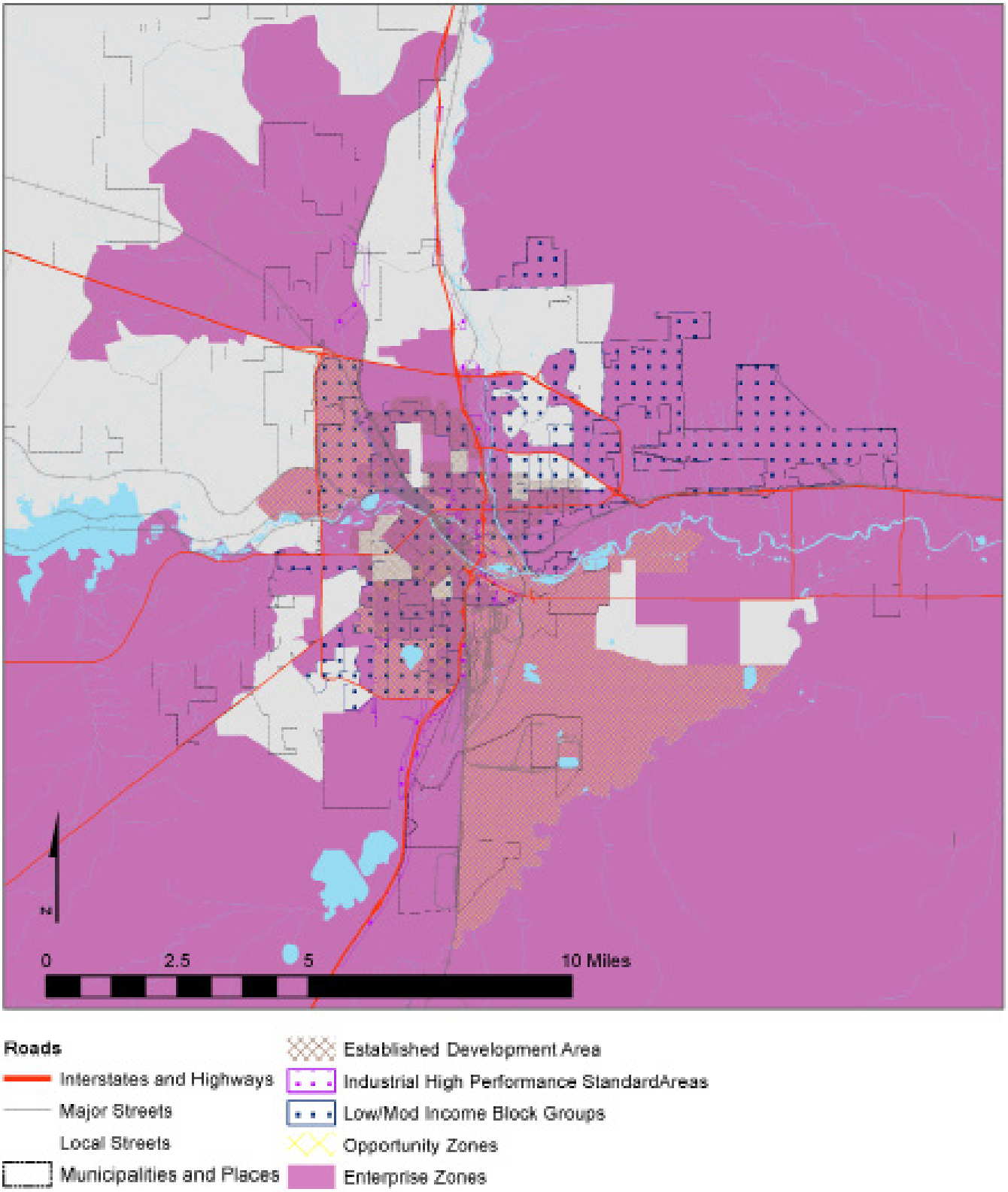
Colorado's Enterprise Zone (EZ) program provides tax incentives to encourage businesses to locate and expand in designated economically distressed areas of the state. The state currently has 18 enterprise zones. Pueblo's enterprise zone encompasses approximately 84% of the County. The program encourages job creation and capital investment by providing tax credits to businesses and projects which promote and encourage economic development activities.

Opportunity Zones

The Opportunity Zone program is a federal business and real estate tax incentive program established by the 2017 Tax Cuts and Jobs Act. It is intended to attract investment to communities that have traditionally lacked investment to stimulate economic development and job creation. The Opportunity Zone program established tax incentives to encourage private investment in OZs. An investor can place taxable capital gains into a qualified opportunity fund (QOF) and receive reduction or exemption from capital gains tax for investments from the QOF into an opportunity zone.

Opportunity Zones (OZs) are specific geographic areas located in 8,762 census tracts across the country. To be eligible for nomination, a census tract had to have a poverty rate of at least 20 percent or have a median income at below 80 of the state or metropolitan area's level. Pueblo County has nine opportunity zones that encompass most of the major employment areas in the County including Downtown, the EVRAZ Industrial District, the Lake Minnequa area, the St. Charles Industrial Park, and the State Fair/Events Center area.

Area Economic Incentive Zones[56]
City of Pueblo



ECONOMIC DEVELOPMENT PARTNERS AND EFFORTS

Economic development in Pueblo is supported by a large group of organizations, institutions, and public agencies.

Greater Pueblo Chamber of Commerce

The Greater Pueblo Chamber of Commerce is a non-profit organization with over 1,300 members. The Chamber serves as an advocate for the business community in Pueblo County and beyond. The chamber provides business development support services, networking events, and business marketing and advertising for members.

Latino Chamber of Commerce of Pueblo

The Latino Chamber of Commerce of Pueblo was formed in 1979 to provide a voice for Hispanic owned businesses in the community. The chamber helps individuals and companies grow through business support services and promotion. Additionally, the chamber provides support for small business development in the County.

Greenhorn Chamber of Commerce

The Greenhorn Chamber of Commerce is a membership of business and stakeholders within the communities of Colorado City, San Isabel, and Rye, which are located in the Greenhorn Valley. The chamber provides support service and promotion for its members.

Pueblo West Chamber of Commerce

The Pueblo West Chamber of Commerce was founded in 2001 and has over 200 members. It provides promotion, networking events, and support services for its members.

PEDCO

The Pueblo Economic Development Corporation is a non-profit economic development agency that provides primary employment attraction and retention services in the County. PEDCO has identified a set of target industry clusters that represent the major primary employment growth opportunities in the County. These industries clusters are:

- Aerospace and Defense
- Manufacturing
- Food and Beverage Production
- Hemp Growing and Processing
- Outdoor Recreation
- Rail Transportation Services

PEDCO offers a suite of programs and tools to help attract and retain businesses. Its most impactful tool is a dedicated City of Pueblo sales and use tax capital improvement fund that is used to support economic development related improvements. PEDCO also provides primary job training programs and administers tax incentives including a personal property tax abatement, enterprise zones, and agricultural employee tax credits. PEDCO recruits companies and structures deals to bring them to Pueblo. The commitment of funds such as the City's 1/2 cent sales tax funds are approved on a project-by-project basis by City Council. Likewise the County's incentives are authorized and approved by the County Commissioners.



RELATED PLANS, STUDIES, AND OTHER EFFORTS

One Pueblo Economic Development Strategic Plan

The COVID-19 Pandemic led business leaders in the County to come together to create a plan to address impacts of pandemic. The effort grew into an opportunity to also generate a collective vision and strategy for the economic recovery and long-term prosperity of the County. The Pueblo Business Economic Recovery Team "BERT" was formed and is comprised of 21 organizations. The BERT Team developed the One Pueblo Economic Development Strategy to guide the collective efforts of the business community. The group crated a vision for the community, which is ...

"Pueblo County is a dynamic and forward-thinking community of choice within Colorado that offers unparalleled opportunity for economic prosperity to each of its residents."

The strategy aligns regional efforts under five goals and collective teams. The five goals area:

- Vision Alignment/Regional Alignment
- Talent Pipeline Optimization
- Foundational Community Elements
- Target Industry Development
- Community Positioning

As of early 2021, teams have been assigned to each goal area and implementation is getting underway.

Pueblo Means Business

Pueblo Means Business aims to streamline and simplify the process of development review for businesses wishing to operate in the County. The project was initiated by Pueblo County in late 2020, in collaboration with the City of Pueblo, the Pueblo West Metro District, and Regional Building. The process is scheduled for completion in mid- to late-2021.

PuebloPlex Redevelopment Plan

Published in 2016, the PuebloPlex Redevelopment Plan defines the overall vision for the redevelopment of 16,000 acres of the Army Chemical Depot site 20 miles east of the City. In 2022, as weapons decommissioning concludes, ownership of this site is anticipated to transition to PuebloPlex - the local redvelopment authority, over a number of years.

Pueblo Shares

Pueblo Shares is a crowdsource site that allows people to upload photos, videos, and other content that positively promotes the assets and advantages of living in, investing in, or visiting the Pueblo region.

Choose Pueblo

Choose Pueblo is a joint marketing initiative of the City, County, Colorado City and Pueblo West that promotes the region's assets and advantages to tourists and those considering relocating to the area.

KEY CONSIDERATIONS FOR THE REGIONAL COMPREHENSIVE PLAN

Pueblo County possesses a strong economic base, an ample supply of land, and strong regional partnerships to build upon for the future. Existing infrastructure assets—including ready access to the rail network and water and sewer availability—can help support economic growth in the region. However, there are challenges that must be addressed, including the education and skill level of the workforce, rising electric power costs, and inadequate broadband connectivity, among others. Key considerations include:

Leveraging major transportation assets

Pueblo has major transportation assets (rail, highway, and airport) that can support a variety of industries and logistics efforts. The City has major rail yards for the BNSF and Union Pacific railways. The region's business parks and PuebloPlex redevelopment—the first 5,000 acres of which is slated to be transferred from the Army to PuebloPlex in 2022—also have multiple rail spurs creating opportunity for rail-served industrial sites. As well, the Transportation Technology Center Inc., located north of PuebloPlex is a railroad testing and training facility. The City is also located at the confluence of I-25 and Highway 50 connecting portions of southern Colorado directly to Pueblo. These assets are attractive to business, but Pueblo is still competing with other larger metro areas for jobs and workforce.

Maintaining a focus on education and workforce development

The relative lack of educational attainment and skills of the workforce may present challenges to attracting growth industries. Given these gaps, whether the workforce can grow to provide the right education/skills to support opportunities is a major concern. The workforce in Pueblo is also aging and older on average. Attraction and training of a younger workforce is needed to take advantage of economic opportunities that may be present now or in the future. (See also, education discussion in Focus Area 1.)

Assessing both the benefits and longer-term impacts of emerging industries

Emerging economic activities in Pueblo County, such as hemp production and solar energy production, are helping to diversify the economy and (in the case of solar) advance renewable energy goals, but the depth of the market opportunities for these industries are still unknown. As well, these industries can create land use impacts on the County that may not be desired. Solar energy production is land intensive and may impact the availability of easy to develop and/or desirable industrial uses that produce more employment in the County. Hemp and marijuana production is a burgeoning industry with a quickly changing regulatory environment. Analysis and monitoring are needed to understand if these emerging industries generate new economic opportunities for residents and what impacts on the County's services and infrastructure these industries create. Independent of the Regional Comprehensive Plan process, the County has taken steps to examine potential concerns and recommend possible policy and regulatory changes. These recommendations will be used to help frame land use and policy choices as part of the Regional Comprehensive Plan process.

Planning for economic resilience

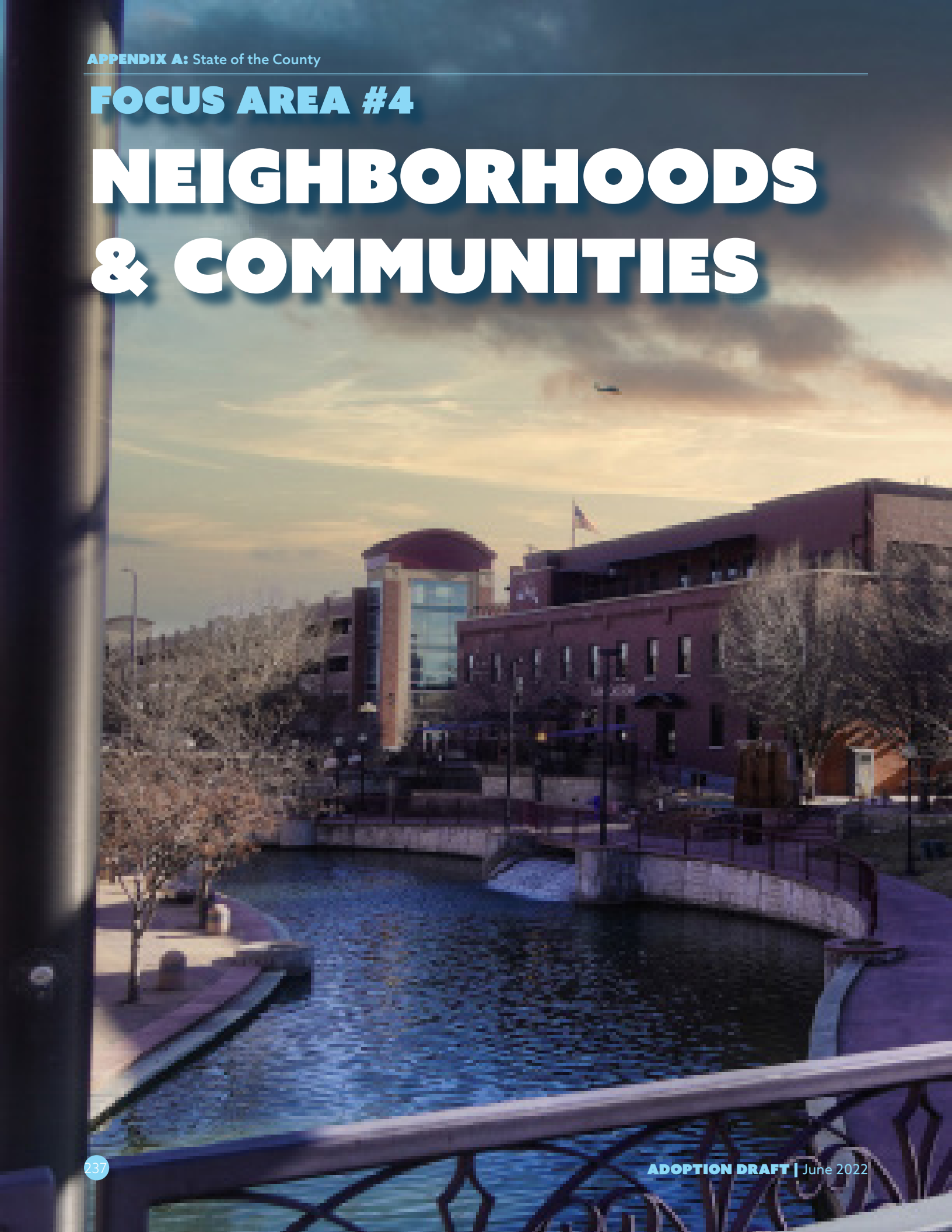
Lastly, the economic resilience of the community should be a major focus. The economic base includes industries that have jobs with less skill requirements. Increasingly these less skilled jobs are being replaced by investments in automation and new technologies. The traditional economic sectors in the region are being impacted greatly by technology advances and market forces. Ensuring employment opportunities for residents in the future will require the County's economy and workforce to continue to evolve.

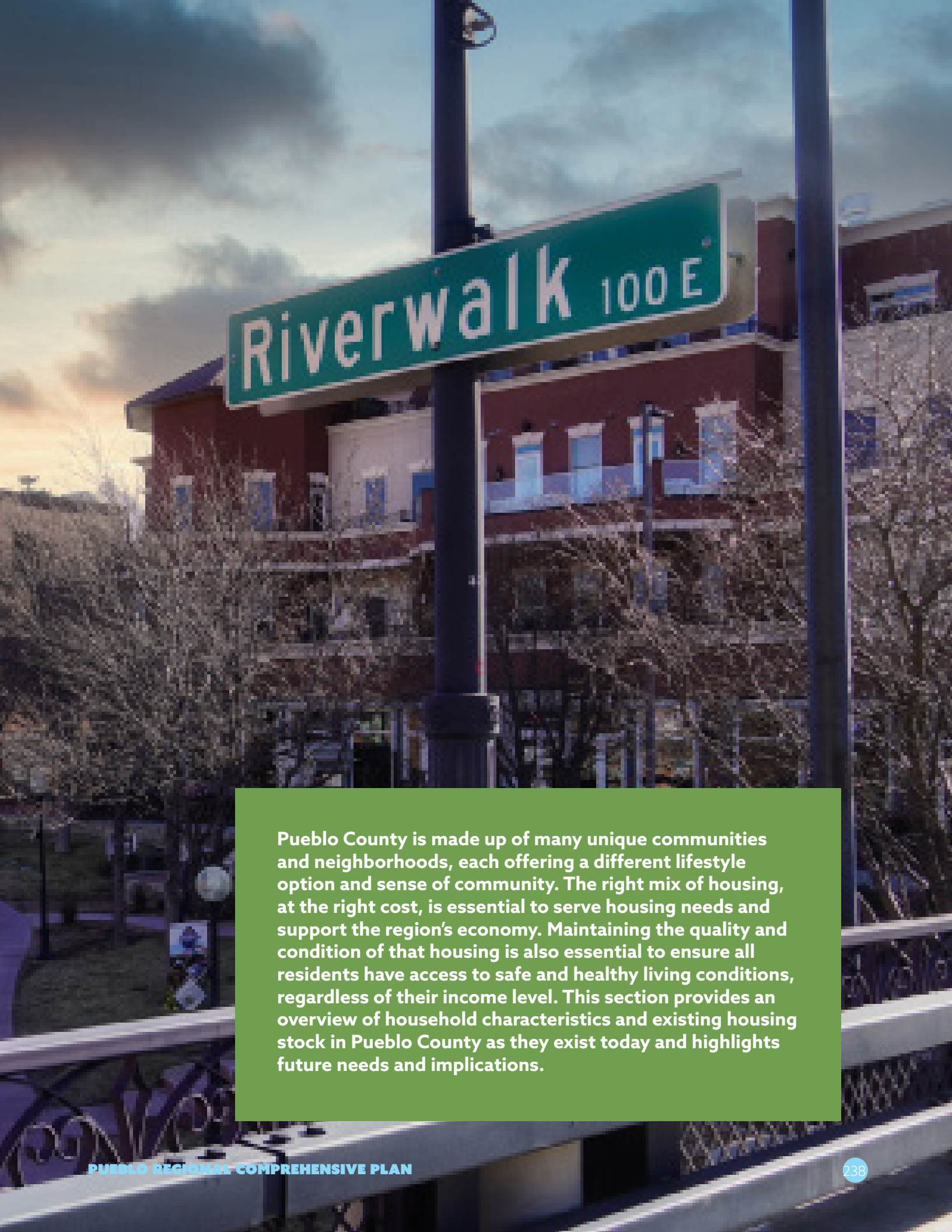
Tailoring educational opportunities to match economic opportunities in the region

Stakeholder interviews emphasized the advantage of having both a two- and a four-year college in the town, but expressed concern that the education system at the secondary and post-secondary may not be sufficiently preparing Pueblo's workforce with the skills that match existing and anticipated jobs in the area. One concern is the limited level of educational attainment, where most residents do not possess higher degrees, making it difficult to fill higher-level positions across industries with employees from the local workforce. Another stated concern is a mismatch of skills, whereby expanding industries such as renewable energy have difficulty recruiting from the local workforce for skilled positions, expressing a desire for the expansion of programs that prepare students to enter into skilled trades. Additional concerns covered a general lack of preparedness of the workforce, citing problems with reliability, inability to pass drug tests, and lack of long-term commitment (beyond six months). Though efforts are already being made to link the needs of industry with the skills of the workforce, a strategic assessment of priorities and target institutions and industries could contribute to stronger alignment between education and industry in the County. Broadband access is also an issue in some parts of the County, raising concerns about digital equity for students. This challenge has been particularly acute over the past year with the reliance on remote learning.

FOCUS AREA #4

NEIGHBORHOODS & COMMUNITIES





Pueblo County is made up of many unique communities and neighborhoods, each offering a different lifestyle option and sense of community. The right mix of housing, at the right cost, is essential to serve housing needs and support the region's economy. Maintaining the quality and condition of that housing is also essential to ensure all residents have access to safe and healthy living conditions, regardless of their income level. This section provides an overview of household characteristics and existing housing stock in Pueblo County as they exist today and highlights future needs and implications.

Household Composition, 2019[57]

Description	Pueblo County	% of Total	City of Pueblo	% of Total	State of Colorado	% of Total
Family Households	42,573	64%	26,863	60%	1,421,844	64%
Non-Family Households	23,538	36%	18,082	40%	813,259	36%
Total Households	66,111		44,945		2,235,103	

HOUSEHOLD COMPOSITION

Family and Non-family Households

Pueblo is a family-oriented and family-friendly community. This attribute is reflected in its mix of housing options and types. Nearly two-thirds of the households in Pueblo County (64 percent) are family households (defined as two or more related people residing together), a figure equal to the state-wide average. The City of Pueblo has a slightly lower percentage of residents in family households, at 60 percent.

Household by Age Cohort

On average, Pueblo County residents are older than other Colorado residents. The most prevalent household type group in the County is householders age 45 to 64 years old, referred to as Mid-life singles and families. This group accounts for 36 percent of households. The second largest is the senior and empty nester category that accounts for 31 percent of households. The population age 60 and above increased by the fastest rate in the past decade while the population in younger age cohorts (specifically under 25 years old) declined. The needs and housing preferences of residents in these older age cohorts have been a major factor for the housing development patterns in the County.

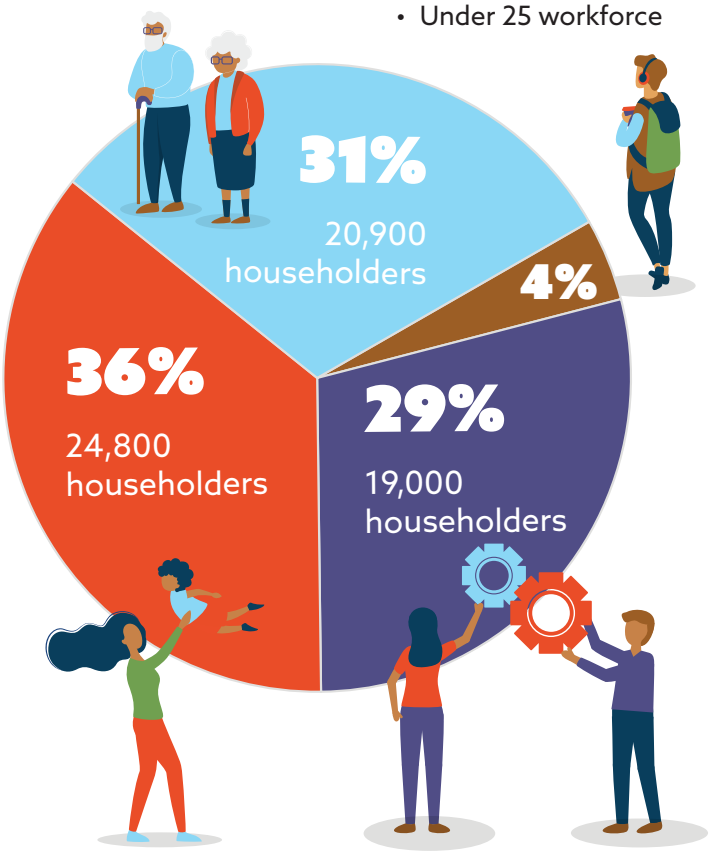
SENIORS AND EMPTY NESTERS

- 65+ years old, family and non-family households

STUDENT AND YOUNG WORKFORCE

(2,700 householders)

- University off-campus housing
- Under 25 workforce



MID-LIFE SINGLES AND FAMILIES

- 45 to 64 years old, family and non-family households

EMERGING SINGLES AND FAMILIES

- 25 to 44 years old, family and non-family households

Households by Units in Structure, 2019[58]

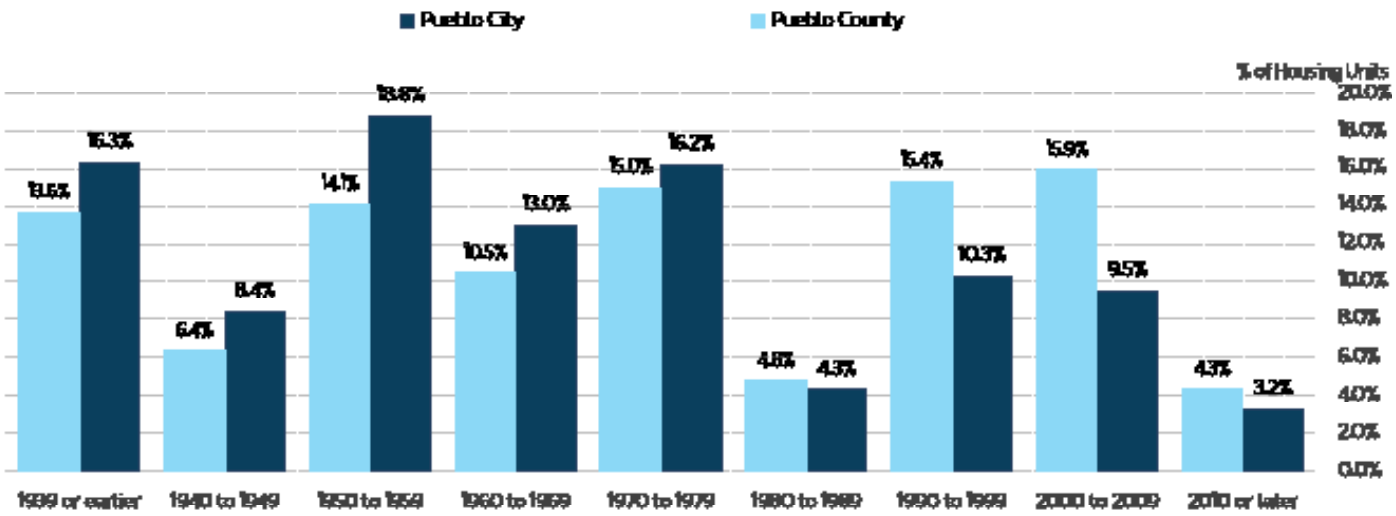
Description	Pueblo County	% of Total	City of Pueblo	% of Total
Single Family Detached	50,872	77%	32,448	72%
Single Family Attached	2,021	3%	1,858	4%
Duplex	1,339	2%	1,077	2%
Tri and Quad Plex	1,212	2%	1,180	3%
5 to 9 units	2,029	3%	1,936	4%
10 to 19 units	1,975	3%	1,929	4%
20 to 49 units	472	1%	472	1%
50 or more units	2,038	3%	2,000	4%
Mobile home	4,153	6%	2,045	5%
Boat, RV, van, etc.	0	0%	0	0%
Total	66,111	100%	44,945	100%

HOUSING STOCK CHARACTERISTICS

Housing Variety

Historically, the family orientation of Pueblo households has generated a housing stock where single family-detached units are the predominant housing type throughout the County, accounting for 77 percent of all housing units. Detached, single-family houses are also the most common type of housing in both the City of Pueblo and Pueblo West, accounting for 72 percent of units in the City and 84 percent of units in Pueblo West. Development trends over the past 20 years have been even more oriented to single-family detached housing, a pattern that has occurred despite the increase of renter households in the County, where the greatest increase of renter households since 2000 has been in single family renter households. While renter households are more typically associated with attached and multifamily housing, this growth pattern indicates that many new renters are occupying existing single-family homes. Metropolitan Districts. The result is a greater proportion of homes built after 1980 are outside of the City of Pueblo and the County's overall housing stock is newer on average compared to the City.

Housing Units by Decade Built, 2019[59]



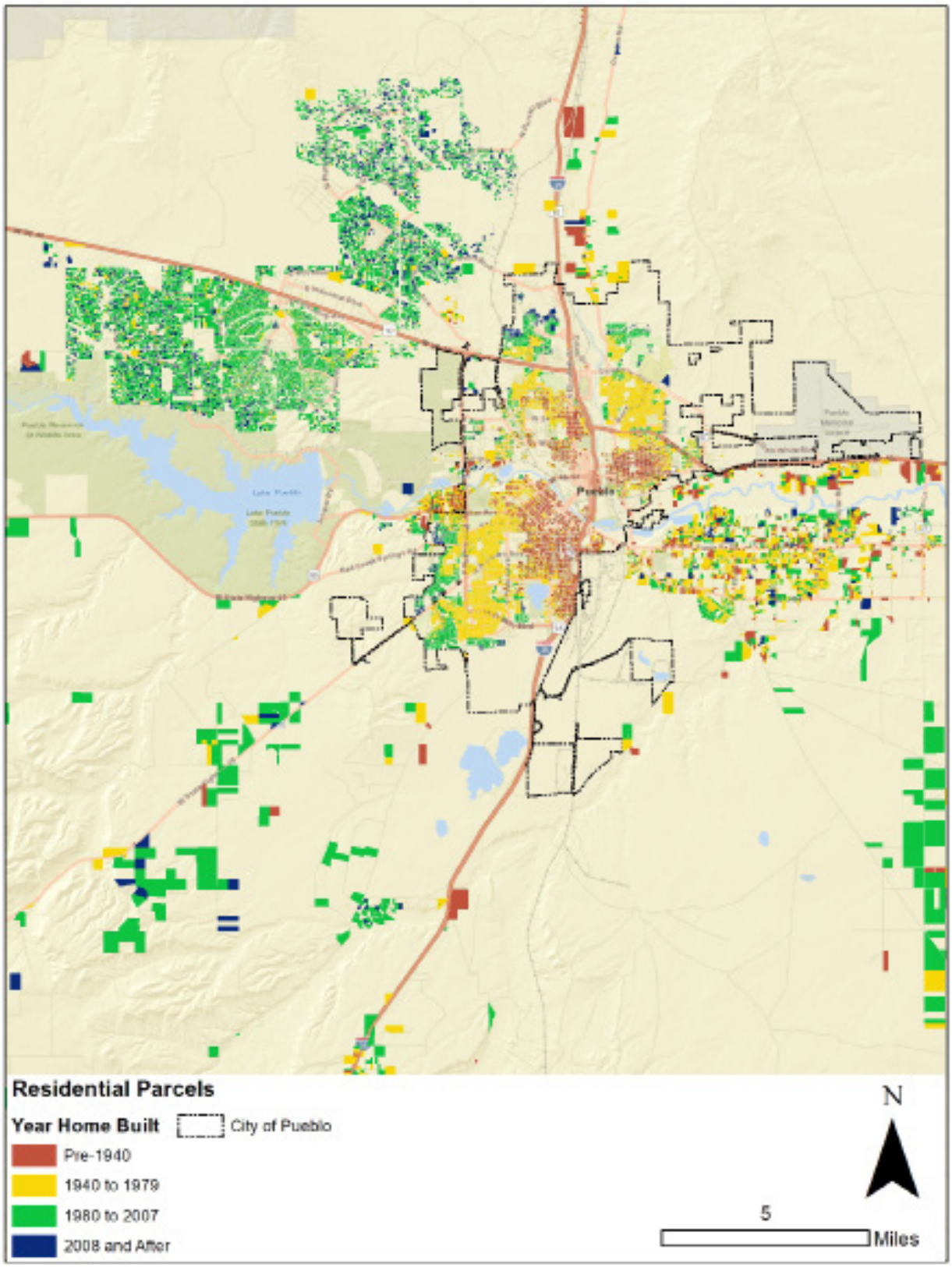
Age of Housing Stock

For much of the twentieth-century, the City of Pueblo captured the majority of the population growth in the County. This trend is reflected in the age of the housing stock. Over 70 percent of the housing units in the City of Pueblo were built before 1980. However, population booms in Pueblo County in the 1990s and 2000s led to a greater number of homes being built outside the City, primarily in Pueblo West and Colorado City, both of which were established as Metro Districts in the 1960s. The result is a greater proportion of homes built after 1980 outside of the City of Pueblo and an overall age for the County's overall housing stock that is newer on average when compared to the City.

Housing Stock Conditions

Nearly half (43.5 percent) of the housing stock in the City of Pueblo was built before 1960, versus 34.1 percent in the County as a whole. Housing conditions in some older parts of the City are poor due to aging infrastructure and associated disinvestment.

Homes/Parcels by Year Built[60]
Pueblo County











NEIGHBORHOOD TYPES IN PUEBLO COUNTY

Housing construction patterns in Pueblo County have created a distinct set of neighborhood types. Neighborhood types are grouped primarily based on the decade(s) they were built and their similar attributes—age of housing stock, block lengths, lot size, house orientation, and street networks.

- **Pre-War Neighborhoods.** These neighborhoods feature smaller homes on smaller than average lots primarily in the core of the City of Pueblo. These areas have a mix of front and alley-loaded homes, a gridded street pattern with shorter blocks, and greater overall housing density that is higher than other neighborhoods.
- **1950s to 1970s Housing Boom Neighborhoods.** The City experienced a substantial growth period after World War II that resulted in the creation of neighborhoods that are more suburban in nature. These neighborhoods have slightly larger lot sizes that are primarily front-loaded, a street network that is more oriented to major arterials with fewer access points, and more curvilinear street networks.
- **1990's and 2000's Exurbs.** The housing development pattern shifted greatly in the 1990s with most new housing development occurring in Pueblo West, Colorado City, and north of Highway 50 in the City of Pueblo. These neighborhoods range from larger lot suburban single-family homes to one- to two-acre "ranchettes." The street pattern in these neighborhoods is more winding, accessed off major highways and arterials, and has limited access points to surrounding uses. The Pueblo Ranch housing type is indicative of the homes in these neighborhoods.
- **Agricultural and Mountain Communities.** The agricultural communities feature a mixture of homes on large lots to large ranches spread through the agricultural areas and St. Charles Mesa along the Arkansas River including Vineland, Avondale, North Avondale, and the Town of Boone. The foothill communities on the western edges of the County at the foot of the Sangre de Cristo mountain range feature collections of homes clustered in small communities such as Rye and Beulah. These agricultural and foothill communities have experienced minimal new housing development, have older than average homes, and are oriented to workers within agricultural businesses or retirees.

HOUSING ACCESS AND AFFORDABILITY

Pueblo County faces growing issues related to housing availability, access, and affordability. These challenges are tied to some of the housing stock issues related to the age, conditions, and characteristics, but also to economic conditions and forces outside of the community.

The community's aging housing stock and affordability challenges are a matter of concern to maintaining and improving quality of life in Pueblo County. The interconnected nature of Pueblo County's economy makes housing a regional challenge in need of regional solutions.

Housing Access

In Pueblo County, currently there is a very limited amount of available housing – regardless of the cost. The U.S. Census Bureau's 2019 American Community Survey found that the City of Pueblo and the County had a rental vacancy rate of 3.1 percent, which is well below the state (4.8%) and national (6.0%) vacancy rates. Homeowner vacancy rates in the City and Pueblo County are 1.9 percent and 1.6 percent, respectively. This is similar to the state (1.1%) and national (1.6%) vacancy rate for owned homes.

The tight rental housing market makes it difficult for people moving to Pueblo to find a place to rent. In a market with limited options, current residents may find themselves in a home that is too large or small for their family, in a neighborhood that forces a long commute, and at a cost that keeps them from being able to support local businesses, invest in their future, or save for an emergency. A tight housing market limits the ability of residents to transition to housing that better fits their needs and income over time, because there are so few options available.

Housing Affordability

Pueblo County has traditionally been known as an affordable place to live but raising housing prices are decreasing accessibility to some residents. According to the U.S. Census Bureau's 2019 American Community Survey, 28.5 percent of households with a mortgage in Pueblo County are spending 30 percent or more of their income on housing costs (known as housing cost-burdened). This is a rate higher than the rate of cost-burdened homeowners nationwide (27.8%) and statewide (27.3%). In the City of Pueblo, 27.5 percent of homeowners are paying 30 percent or more of their incomes to cover housing costs.

Among renters, 58 percent are spending 30 percent or more of their income on housing in Pueblo – higher than the 55.3 percent of renters that are cost-burdened in Pueblo County overall. This is significantly higher than the nationwide (49.6%) and statewide (51.0%) rates of renters spending more than 30 percent of income on housing.

COST BURDENED RENTERS

55% Pueblo County

58% City of Pueblo

39% Pueblo West

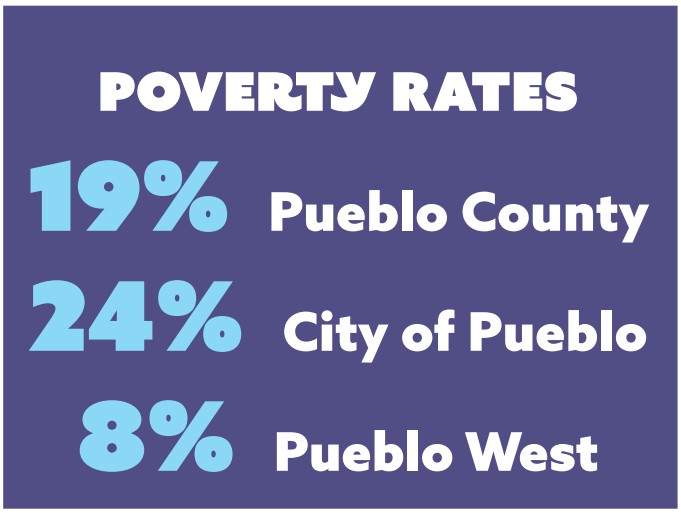
The age of housing stock in Pueblo County, which can be tied to higher maintenance costs and utility costs, can add to affordability issues for homeowners. Low-income homeowners may find themselves unable to afford maintaining their property, especially when major issues arise.

Residents and community service providers in Pueblo County have also indicated that many rental units are poorly maintained or even have unsafe living conditions. The 2019 American Community Survey

found that 0.5 percent of homes in Pueblo County lack complete plumbing facilities, 1.1 percent lack complete kitchen facilities, and 1.5 percent lack telephone service—possibly indicating an inability to access internet. Anecdotes from residents and community leaders suggests that the limited supply of affordable housing, low-income tenants find themselves unable to demand repairs or improvements due to the risk of eviction in a community with few other places to live.

Poverty

The challenges of housing access and affordability are exacerbated by poverty in Pueblo County. Although many areas of the region are more affluent, large numbers of residents in the region are living below the poverty line—a rate that varies based on the number of individuals in a home. In the City of Pueblo 23.5 percent of residents fall below this threshold, along with 18.9 percent of Pueblo County residents. These are both well above the state (10.3%) and national (13.4%) rates of people living in poverty.



The median household income in 2019 in Pueblo and Pueblo County is estimated at $40,450 and $46,783, respectively. Again, this is well below the statewide ($72,331) and nationwide ($62,834) median household income and indicates a challenge to housing affordability and security in the Pueblo region.

Supportive Housing

Poverty, limited housing availability, and increasing housing costs directly contribute to Pueblo's homelessness challenge. In a housing market with limited options, losing a job, a decrease in wages, or an unexpected bill can result in losing housing altogether. There is often little to no housing available at some income levels in Pueblo County. This issue prevents unhoused populations from returning to stable housing and places many more families and individuals on the edge of homelessness.

Although it is difficult to find an accurate current count of Pueblo County's unhoused population due to the COVID-19 pandemic, a place-in-time survey conducted in February 2019 found that Pueblo had an estimated 336 unhoused individuals – 121 in shelters, 39 in transitional housing, and 176 unsheltered. It is estimated that Pueblo's unhoused population may be higher, due to the difficult nature of counting transient populations that may also sleep in cars, on couches, or other impermanent locations. In recent years, Pueblo School District 60 found that over 1,500 students had experienced homelessness for some part of the school year.

Posada of Pueblo, a housing and supportive service provider in the community has indicated that demand for housing and services has increased dramatically over recent years, reflecting a trend towards more unhoused individuals. Similarly, the Pueblo Police Department regularly gets calls related to homeless population and have noted that the volume of calls and the resources dedicated to the issue have increased in recent years.

Nationwide, homelessness has been increasing since 2016, although the long-term trend since 2007 has been toward fewer unhoused people. The challenges presented by the current COVID-19 crisis to employment, mental health, and substance abuse is expected to further increase the need for housing and community services throughout the country. However, the unique and challenging circumstances of Pueblo County's housing market suggest that changes to the status quo for housing access and affordability are central to addressing issues of homelessness and poverty in the community.

RELATED PLANS AND STUDIES

Strategic Housing Assessment and Action Plan (forthcoming - 2021)

The City of Pueblo, in collaboration with Pueblo County and Pueblo West has retained a consultant to prepare a strategic housing assessment with an emphasis on affordable housing. This study will provide a more in-depth look at the housing inventory in the City of Pueblo and surrounding communities, housing cost and affordability, deficiencies in housing supply relative to need by price range or affordability level, and the amount of new housing that could be needed to replace obsolete or unsuitable housing during the next ten years. An economic analysis of housing development alternatives and housing barriers will also be conducted. Based on this assessment, an action plan will be developed to monitor the effects of implementing affordable housing strategies over time. Recommendations that emerge from this work will be used to inform the development of housing-related goals, policies, and implementation strategies as part of the Regional Comprehensive Plan.



NEIGHBORHOOD REHABILITATION EFFORTS

Some of the efforts underway to rehabilitate aging homes and invest in existing neighborhoods in Pueblo County are described below.

- **NeighborWorks of Pueblo.** NeighborWorks of Pueblo is a private nonprofit organization with the goal of assisting families with homeownership. In addition to free credit counseling, education, loan modification, budget planning, and foreclosure prevention training, NeighborWorks of Pueblo is helps low-income homeowners restore homes, apply for home rehabilitation loans, and complete energy and water efficiency upgrades. NeighborWorks of Pueblo has also assisted communities with landscaping, neighborhood beautification initiatives, and neighborhood clean-up projects.
- **Colorado Smelter Revitalization Project.** The Environmental Protection Agency (EPA) designated the Colorado Smelter Superfund site in December 2014 due to concerns about high levels of arsenic and lead identified in smelter slag and neighborhood soils. The study area for the superfund site encompasses many neighborhoods in Pueblo, including Grove, Bessemer, and Eilers. Along with testing and cleanup in the area, these neighborhoods expect to benefit from neighborhood revitalization efforts including streetscape improvements, better access to recreational opportunities, establishing a neighborhood plaza, connecting to amenities and Downtown, designating a history trail, and installing cultural wayfinding street signage. Finally, the planning effort will work to provide residents with homebuying assistance and develop strategies for developing affordable and workforce housing.
- **Pueblo Urban Renewal Authority (PURA).** The PURA has been active in development and revitalization projects in Pueblo since 1959 and works to identify area lacking investment and stimulate economic activity in that area through redevelopment projects. In the past, PURA has invested in streetscape improvements, public art, and other infrastructure improvements, and could focus those efforts on residential neighborhood improvements in the future.
- **Low-Income Housing Tax Credit (LIHTC).** The LIHTC is an important tool available to the Pueblo region for the creation of affordable housing, as well as rehabilitation of rental housing targeted to lower-income households. The federal tax credit gives tax credits to local governments and LIHTC-allocating agencies to support the acquisition, restoration, or new construction of affordable rental housing.
- **Energy Efficiency and Weatherization Programs and Incentives.** In addition to energy efficiency programs for all residents and businesses in Pueblo County, both Black Hills Energy and Xcel Energy offer programs and incentives for weatherization and energy efficiency that are targeted towards low-income homeowners.

KEY CONSIDERATIONS FOR THE REGIONAL COMPREHENSIVE PLAN

Demographic and economic changes have started to shift the composition of households in the County. The percent of family households has decreased in the past 10 and 20 years, at the same time as the percent of residents that own their home has decreased. Over the past two decades, the increase of renter households has approximately matched the increase of owner households. These shifts, however, have not been represented in the residential development patterns in the County. Furthermore, as the population ages the housing needs will diversify even more. The following were identified as key considerations for the Regional Comprehensive Plan process:

Adapting the housing supply to meet the needs of older residents.

The fastest growing group of residents over the plan horizon will be adults 65 and over, anticipated to grow by 40 percent. This group is anticipated to account for 5,878 of the projected 14,700 new households and will be the largest group in 2040. Smaller housing products with less maintenance requirements may become more in demand as such residents look to downsize or age in place. As well, health care needs may require or enhance the appeal of retirement communities and assisted living/continuum of care housing developments.

Expanding housing options to help attract and retain a younger workforce.

Demand for single family homes on large lots is anticipated to remain strong. However, some residents of large-lot areas separated from services and amenities, such as Pueblo West, have begun to express the desire for integration of more commercial uses and neighborhood amenities than currently exist in these large lot subdivisions. National housing trends have been shifting towards more mixed-use and walkable neighborhoods. Employment growth will attract new, younger residents that may desire different neighborhoods or may not be able to afford the types of homes built in these large lot areas. Lastly, as capacity for new homes reduces in existing developments, especially Pueblo West, the need for new subdivisions and neighborhoods may require more dense developed projects to off-set the costs of land and infrastructure to create housing.

Improving housing conditions in older neighborhoods.

Improving conditions in older neighborhoods has been an ongoing focus of City of Pueblo, Pueblo County, and other regional partners to help ensure all residents have access to safe and stable housing, promote reinvestment in under served areas, and address housing affordability and supply challenges. Coordination of Regional Comprehensive Plan policies and land use recommendations with these ongoing efforts will be important.

Advancing efforts to provide a Continuum of Care in housing

Homelessness and housing are regional challenges that merit a regional approach. Achieving long-term and sustainable housing solutions for low-income and unhoused people in Pueblo also requires a comprehensive approach that includes housing options, affordable housing, and supportive housing. A Continuum of Care approach is designed to provide a community-specific strategy for planning, strategic resource use, coordination between programs and providers, and data collection for measuring performance. Pueblo—led by the Pueblo Rescue Mission and Pueblo Triple Aim Corporation— recently signed on to participate in the national Built for Zero program. The program focuses on Continuum of Care and has numerous efforts ongoing to work towards finding homes for all Puebloans.

Encouraging fiscally sustainable housing development

Lastly, the ability of the City, County, and the metropolitan districts to serve new housing developments with water, sewer, roads, parks, and other municipal services may create financial constraints, which may limit where new development is feasible or supportable. The fiscal health of these communities is greatly impacted by the growth pattern and may have to shift to be able to ensure basic infrastructure needs can be met and existing/desired levels of service can be met.

FOCUS AREA #5
COMMUNITY ASSETS





This section provides an overview of the many community assets that contribute to the quality of life of Pueblo residents and make the region a desirable place to live and visit—schools and institutions, access to health care and local food access, outdoor recreation, arts and culture, historic resources, and many others.

EDUCATION

School Districts

School District 60 serves the City of Pueblo and approximately 16,000 students in 30 schools. It has a student body that is roughly 75 percent non-white and, in 2019, the district had an 83 percent graduation rate. This is slightly higher than the statewide average of 81 percent.

School District 70 serves Pueblo County, outside Pueblo City limits. The district educates over 8,000 students across 35 schools and, in 2020, had a 93 percent graduation rate. This is more than 10 percentage points above the statewide average.

CSU Pueblo

Part of the Colorado State University System, CSU-Pueblo is a 275-acre campus, with approximately 4,000 students. Located in the northeastern corner of Pueblo, the university offers undergraduate, graduate, and pre-professional degree programs. Nearly 50 percent of the student population is non-white, and 83 percent come from within the State of Colorado. The campus is a federally designated Hispanic-Serving institution.

Pueblo Community College

The Pueblo Community College (PCC) has its primary campus in Pueblo, with four additional satellite campuses in Durango, Canon City, Mancos, and Bayfield. PCC serves over 5,000 students at its Pueblo campus and offers certificate programs, associate degrees, and bachelor's degrees.

Hospitals and Medical Facilities

Major hospitals in Pueblo County are Parkview Medical Center and St. Mary Corwin Medical Center. Medical offices are clustered nearby each of these hospitals and at the Park West Medical Complex. Pueblo also hosts the Colorado Mental Health Institute at Pueblo (CMHIP), a nearly 500-bed hospital located on a 300-acre campus. CMHIP is one of Pueblo's largest employers and focuses on inpatient treatment of behavioral health among adults and adolescents.

Residents of Pueblo County can address most medical needs locally, but may need to travel to Colorado Springs, Denver, or another large city for some procedures.

Food Security[61-62]

Access to healthy and affordable food is a major contributor to a community's quality of life. It can improve public health, reduce stress, save money, and help children excel in school. However, many parts of Pueblo County are not able to meet this fundamental need. The average rate of household food insecurity between 2009 and 2011 was 13.4 percent – up from 8.6 percent between 1999 and 2001. In 2011, 26.3 percent of children in Pueblo County were food insecure. Some factors leading to increased food insecurity is the growing poverty rate and a higher percentage of single-parent households.

The Pueblo City-County Health Department (PCCHD) Consumer and Market Report (2013) looked at buying patterns of Pueblo County customers and the distribution of revenue from food purchases to other sectors of the food industry. The report details the frequency of at-home versus away-from-home meals, the types of places that residents eat and shop for food, the amount spent on food, the type of food purchased, and other factors that influence the local food economy. Key findings from the report include a decline in the amount spent on food (mirroring statewide and regional trends), concerns about cost of fruits and vegetables (72 percent of survey respondents said more affordable fruits and vegetables would make it easier to eat healthy), a significant portion of residents having to travel more than 10 miles to access fruits and vegetables (20 percent), and a growing an interest from Puebloans in buying food from local suppliers or growing or hunting for food.[63]

To achieve a more safe, healthy, and affordable food system PCCHD is involved in several initiatives, including:

- **The Healthy Food and Beverage Initiative.** Funded through a grant from the Colorado Department of Public Health and Environment (CDPHE), the focus of the imitative is to work with public venues, such as the Pueblo Zoo, to add healthier choices to a concession stand or café
- **The Healthy Corner Store Initiative.** Funded through a grant from the CDPHE, this initiative is working with food retail stores in Pueblo to add healthy products to their inventory.

PCCHD has also developed a Community Health Improvement Plan (CHIP) to guide efforts towards improving health through 2022. The CHIP identifies obesity as one of the key issues in the community and establishes a strategy to "improve access to healthy and affordable foods in the community," among other efforts.[64]

Additionally, the Pueblo Food Project is a major effort in Pueblo County to look at the community food system and "create a more vibrant, nutritious and equitable food system for every eater in Pueblo County." The Pueblo Food Project is a community coalition with five working groups, three task forces, an advisory council, and a youth council. The effort includes participants from the agriculture and food products industries, organizations involved in housing and poverty, local business leaders, community activists, concerned citizens, and representatives from Pueblo Community College, CSU-Pueblo, University of Colorado-Colorado Springs, Pueblo County, and the City of Pueblo.

The major initiatives of the Pueblo Food Project are:

- **Healthy food access.** Creating a food system that provides safe, healthy, affordable, and equitable food for all Puebloans.
- **Local food economy.** Developing a resilient local food supply system by incubating and supporting food and farm businesses. This includes the annual Food and Ag Summit, which works to develop entrepreneurs, connect businesses, and establish a stronger local food economy.
- **Food and farm education.** Fostering opportunities for the community to learn about the food system and acquire food skills.
- **Advocacy.** Providing a structured, community-driven means to shape food and farm policy decisions at the local, state, and national level.
- **Collaboration.** Bringing together community organizations, businesses, public institutions, government agencies, and residents to learn, contribute, impact, and celebrate the food system.

Other planned projects include the restoration and adaptive reuse of the former Nuckolls Packing Company building in Pueblo's Grove neighborhood, and Watertower Place—which involves the redevelopment of a historic building into an urban village and hub of innovation with event space, creative industries, and – notably – a food market to support on-site and local agriculture and food-related businesses.

FARMS AND RANCHES

Ranching and farming have been important to the economy and culture of the Pueblo area since the County was established in 1861 – when Colorado was still a territory.

Prime Agricultural Land

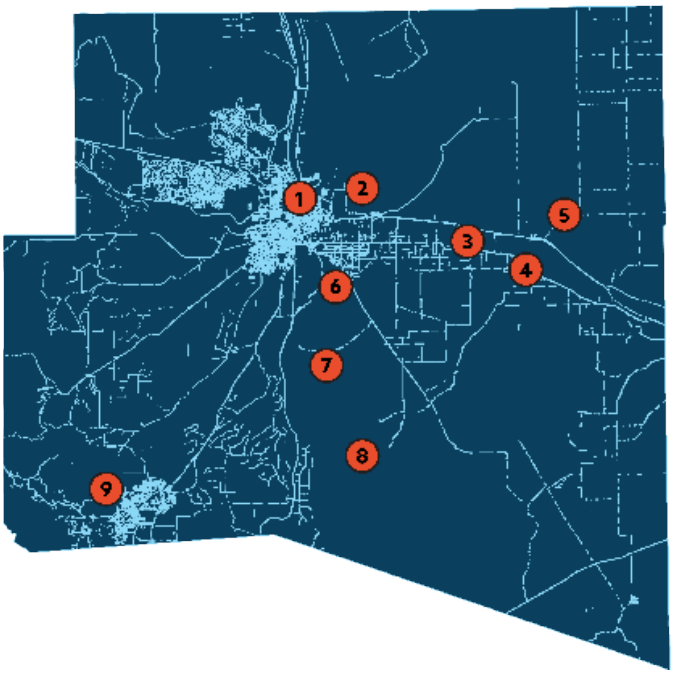
The majority of the County's prime agricultural land is located on the St. Charles Mesa in the Arkansas Valley Fill Aquifer. This area is irrigated and highly productive. It was identified in a 2016 assessment completed by the American Farmland Trust as nationally significant agricultural land. The Trust defines nationally significant agricultural land as the land best suited for long-term production of food and other crops.

Conservation Areas

To protect the agricultural heritage and productivity of the Pueblo region and preserve the scenic and environmental benefits of agricultural lands, some working farms and ranches in Pueblo County have been set aside for preservation through conservation easements. Conservation easements are voluntary legal agreements between landowners and land trusts or governments to limit development of the property in the future with permanent restrictions and protect important values of the property forever. Led by the property owner's interests, conservation agreements allow farms and ranches to continue to operate and often protect open space, wildlife habitat, rivers and streams, and other natural features. Nearly 200,000 acres of land in Pueblo County are held in conservation easements. Nearly 50,000 acres (some of which correspond to conservation easements) are designated by the Colorado Natural Heritage Program as Wildlife and Biodiversity conservation areas.

Pueblo County also uses agricultural PUDs to allow for residential lots to be incorporated into a primary agricultural use of the PUD zoned area. This has allowed farm and ranch families to expand some limited new residential lots, while retaining the primary agricultural uses within the PUD.

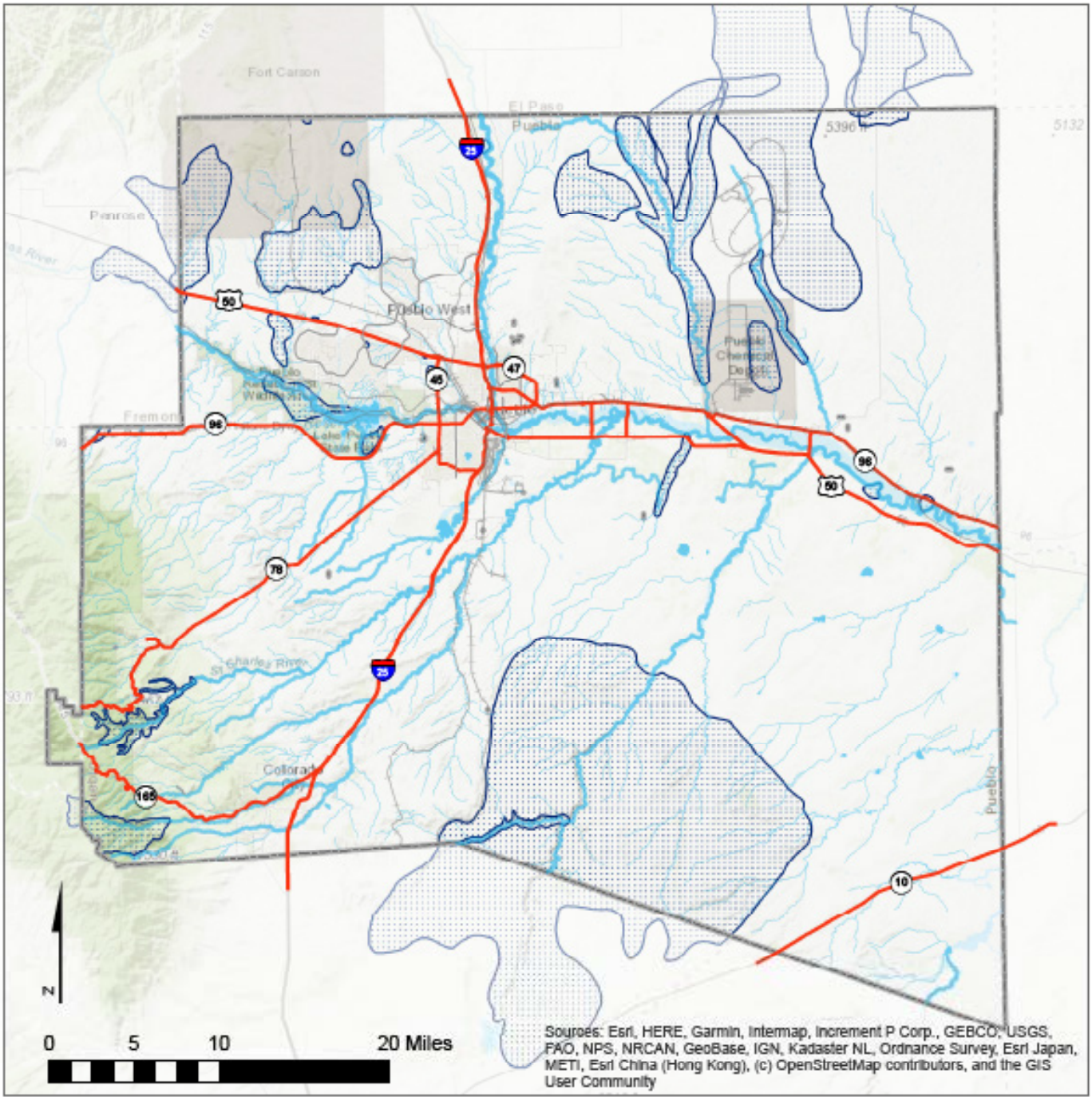
Centennial Farms and Ranches[65]
Pueblo County



Some of the oldest, continually operating homestead farms and ranches in Pueblo County date back to the late 1800s, with a small number having been operated by the same families since their establishment over a hundred years ago. These are Centennial Farms and Ranches, as recognized by History Colorado.

1. Koch Farm, Pueblo, 1914
2. Butler Ranch, Avondale, 1882
3. William H Johnson Family Farm, Avondale, 1906
4. Carter Ranch, Boone, 1909
5. Thatcher Land & Cattle Co., Boone, 1894
6. Cawlfield Farms, Pueblo, 1891
7. San Carlos Ranch, Beulah, 1889
8. Ruddock-Roper Ranch, Beulah, 1892
9. Bennett Ranch, Beulah, 1897

Conservation Areas Capacity Analysis[66]
Pueblo County



Roads
- Interstates and Highways
- Major Streets
- Local Streets

Lakes and Rivers
- Rivers
- Creeks and Streams
- Floodzones

Potential Biodiversity Conservation Areas

Conservation Easements

OUTDOOR RECREATION

One of Pueblo County's most valued resources is its abundant and easily accessible outdoor recreation opportunities. These include access to public lands, as well as parks and recreation facilities provided by the County, City, and other regional partners.

Public Lands

Over 25 percent of Pueblo County's land area is managed by state or federal agencies. While not all of this land is open to the public, two of the most notable public lands assets in Pueblo County that offer outdoor recreation opportunities include:

Lake Pueblo State Park and Wildlife Area

Lake Pueblo State Park extends west of the City and north of highway 96 along the shores of the Pueblo Reservoir. The State Wildlife Area extends further west of the Park, along the Arkansas River. The park encompasses 10,280 acres, including the Reservoir. Lake Pueblo is Colorado's most visited state park and reached a record 2.7 million visitors in 2019 – up from 1.8 million visitors in 2016. This continues a trend towards increased visitation across all of Colorado's state parks and signifies the importance of Lake Pueblo State Park to the recreation and tourism economy of the region.

Lake Pueblo State Park is home to over 40 miles of multi-purpose trails. Construction and maintenance of the Lake Pueblo trails is led by local non-profit community group, Southern Colorado Trail Builders (SCTB), which works alongside the State Park and U.S. Bureau of Reclamation to maintain and expand the trail network, while working to reduce conflicts between different user groups and limit impacts to natural resources.

San Isabel National Forest

Though primarily located west of Pueblo County, portions of the San Isabel National Forest extend into the County on its western and southern edges. The Wet Mountains and Greenhorn Mountain Wilderness are encompassed by the National Forest and are easily accessible from Rye and Beulah in Pueblo County. The San Isabel National Forest offers miles of trails for use by people hiking, mountain biking, or riding horses. Many trails connect to open spaces managed by local government agencies.

Parks and Recreation

Pueblo County is home to an extensive system of parks, trails, open space, and other recreation opportunities.

Pueblo County Parks and Trails

Pueblo County owns and operate five parks – John Arellano Park and Fulton Heights Park in Salt Creek, McHarg Park in Avondale, Liberty Point near Lake Pueblo State Park, and Rye Mountain Park in the mountains outside of Rye. The County also provides recreational opportunities at the Runyon Field Sports Complex, Desert Hawk Golf Course in Pueblo West, Fulton Heights Community Center, McHarg Community Center, and Pueblo County Recreation Center – along with numerous programs, events, and activities at each park and center. 2016 Ballot Measure 1A offers Pueblo County the opportunity to expand recreational offerings, including construction of the St. Charles Mesa Community Center (including recreation center and swimming pool) and completion of the Downtown Youth Sports Complex.

In addition to trails between County-owned parks, Pueblo County is working to extend the trail system to underserved parts of the community and to create regional connections. Pueblo County is in the early stages of the Arkansas River Trail Connection project – a collaboration with the City of Pueblo and private landowners – which aims to extend trails along the Arkansas River to the east of Pueblo and along the south end of St. Charles Mesa to Baxter Road. Funded by the Capital Improvement Program and 2016 Ballot Measure 1A, the Arkansas River Trail extension will require easements, land acquisition, and further study. Future regional efforts to extend trails and open space along Fountain Creek – and possible future connections to Colorado Springs – present an exciting opportunity for regional collaboration



City of Pueblo Parks and Recreation

The City of Pueblo offers a robust network of parks, open spaces, and recreational amenities – approximately 90 properties and over 4,575 acres under City ownership and an additional 29 properties and approximately 250 acres under City maintenance. Included is 24 miles of trails. Some notable parks and recreational amenities include:

- City Park
- Mineral Palace Park
- The Honor Farm Open Space
- The Fountain Creek Corridor
- The Arkansas River Corridor
- The Pueblo Plaza Ice Arena
- El Centro del Quinto Sol Recreation Center
- Pueblo Mountain Park: Nature and Wildlife Discovery Center
- Lake Minnequa Park and Open Space

Of the 24 miles of trails maintained by the City, the Pueblo River Trail System is the crown jewel. The system stretches along both the Arkansas River and Fountain Creek to provide recreational access and connect the river corridors with CSU-Pueblo, Pueblo Mall, Runyon Field Sports Complex, the Historic Arkansas Riverwalk, Downtown Pueblo, Pueblo City Park, and Lake Pueblo State Park. These river corridors are also connected to on- and off-street paths and bikeways that extend into Pueblo neighborhoods. The Pueblo White Water Park and much of the Arkansas River corridor are regional draws for fishing, kayaking, tubing, and more – made possible by protection and investment by the City of Pueblo.

In partnership with the Nature and Wildlife Discovery Center and San Isabel National Forest, and City of Pueblo, the SCTB completed the 1.8-mile Carhart Trail to connect Pueblo Mountain Park with existing trails in the National Forest.

The City's Parks and Recreation Assessment and Implementation Plan looks at the accessibility of parks within a ten-minute walk (1/3 mile) and within a short bike ride (1 mile) from where Puebloans live. Based on this level of access, almost 90 percent of the City is served at a neighborhood level by the current system of parks, trails, open space, and indoor facilities – with

some gaps present between parks and a more noticeable lack of access along the edges of the City.

In addition to the need for parks, trails, open space, and indoor facilities to fill the gaps in service, the community has identified a need for greater investment in and maintenance of existing parks. Stakeholders and residents have particularly noted a need for more pools, athletic centers, and opportunities/activities for youth.

Pueblo West Parks and Recreation

The Pueblo West Municipal District provides residents with a variety of parks, open space, and recreation amenities. Facilities include indoor and outdoor recreation at Civic Center Park (including Cattail Crossing Pond, the Civic Center Skate Park, and the Splash Park), Lovell Park (including the Waggin' Tail Dog Park and Pueblo West Pool), Memorial Recreation Park, and Pixie Playground. All of these facilities are located south of Highway 50.

Pueblo West offers miles of trails. The McCulloch Main Trail, Safe Routes to School Trail, Sierra Vista Trail, Desert Sage Trail, SDS Trail, Civic Center Park Trail, and Cattail Crossing Pond Trail are all dedicated to people walking or biking – often connecting neighborhoods, schools, parks, and other trails. Because Pueblo West was designed to be an equine-friendly community, the area has miles of trails and easements within neighborhoods and connecting to Lake Pueblo State Park.

The Pueblo West Municipal District also provides classes, activities, and a robust network of open lands and multi-purpose trails throughout the community. Pueblo West has plans and grant funding at this time to complete an additional seven miles of trails in the coming years.

Colorado City Parks and Recreation

Greenhorn Meadows Park and Campground offers camping along the Greenhorn Creek and picnic areas, playgrounds, and event pavilion. Lake Beckwith is popular for fishing and hiking the trail around the beautiful lake. Greenhorn Valley Trail Master Plan includes developing more hiking trails to connect much of the Colorado City/Greenhorn Valley area.

Community Organizations

In addition to the SCTB – highlighted above for contributions to the regional trail network – Pueblo Active Community Environments (PACE) is an important community organization that working to improve the built environment for people walking and biking. PACE advocates for improvements to recreational amenities, promotes walking and biking, and supports the growth of a sustainable economy – tied to local history, culture, and alternative modes of transportation. Notable efforts that PACE has spearheaded include distributing maps of area bike routes, improving trail signage, organizing Bike to Work and National Bike Challenge events, gaining grant funding for additional bike racks, applying for Bicycle Friendly Community status, and many other local advocacy efforts.

HISTORIC AND CULTURAL RESOURCES[67]

The City of Pueblo was founded in 1870, making it among the oldest in Colorado. Almost three decades before the City was founded, the area was a trading post and fort called El Pueblo. Historically inhabited by the Ute people, the first European explorers and settlers arrived in 1842 and established the trading post at the confluence of the Arkansas River and Fountain Creek.

The gold rush, western expansion by European people, and later agriculture, mining, and industry led to Pueblo growing into one of Colorado's largest cities – only matched by Denver in terms of population and economic impact.

Historic Buildings and Structures[68]

Due to Pueblo's history as an economic center in Colorado, the area has a diverse stock of historic structures. There are 67 properties and districts in Pueblo County that are on the National Register of Historic Places. An additional six properties on the National Register have been demolished and are no longer listed. In January 2021, the Colorado Fuel and Iron Company Administration Complex was named a National Historic Landmark – the only such landmark designation in Pueblo.

As part of an ongoing effort to document the history of the community, the City of Pueblo is leading a Downtown Historic Survey Project, that aims to catalog the buildings of downtown Pueblo and compile their histories into a larger narrative.

Through investments in Downtown Pueblo and coordinated efforts to protect historic structures, the community has demonstrated an interest in seeing historic structures appreciated, protected, and utilized by local businesses and residents into the future. Residents have expressed a desire to see underutilized historic structures – especially in Downtown Pueblo – become activated with retail, offices, housing, and other active uses.

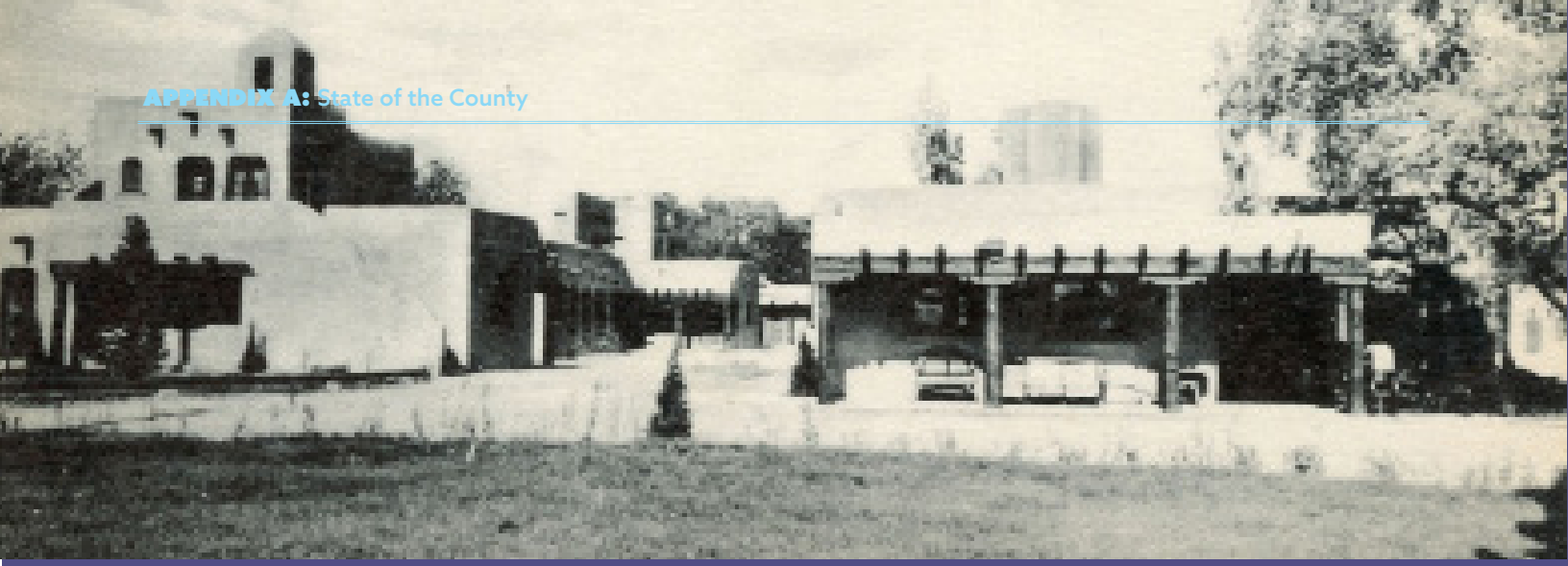
Historic Neighborhoods and Districts[69-70]

Much of the region's history is centered in Downtown Pueblo – most notably, the Union Avenue Historic District. The District is home to 87 historic structures that serve as the bases of a National Register of Historic Places designation. The Union Avenue Historic District includes Union Depot, which was completed in 1889 and features Romanesque Revival-style Architecture, beautiful tile flooring, stained glass windows, and hardwood wainscoting.

In addition to the effort to document the history of Downtown Pueblo, the City of Pueblo has led several other neighborhood-wide inventories and studies. These include:

- Bessemer Historic Study
- Eiler's Historic Context Study
- East Side Historic Building Inventory
- East Side Historic Context Study
- Goodnight Barn Restoration Study
- Northside Historic Context Study
- South Pueblo Historic Context Study

Although many of these efforts are led by the City of Pueblo, the community has many partnering organizations and agencies that contribute to historic preservation. Notable organizations like Pueblo County Historical Society, Historic Pueblo Inc., Pueblo Archaeological and Historical Society, Bessemer Historical Society, History Colorado, and El Pueblo Museum, Colorado Scenic and Historic Byways (CDOT), and others.



PUEBLO COUNTY: A CULTURALLY DIVERSE REGION[71-72]

Pueblo is one of Colorado's most culturally diverse regions. Over its history, Pueblo County has been under the dominion of five nations – Spain, France, Mexico, the Republic of Texas, and the United States. Prior to that time, the Pueblo region was home to Paleo-Indian and Archaic peoples, members of the Apishapa culture, the Ute people, the Jicarilla Apache people, and the Comanche people – each culture adding to the unique history of the community.

After the area was acquired by the United States following the Mexican-American War, Pueblo began to see growth among Euro-American settlers during the Colorado Gold Rush. This trend accelerated with the arrival of the railroad – a catalyst for the establishment and rapid expansion of the steel industry. Pueblo County became home to the first steel mill west of the Mississippi River in 1881, which built the rails necessary to extend the railroad into the mineral-rich mountains, nearby coal fields, and to other Front Range communities.

The industrialization of Pueblo led to rapid population growth in the twentieth century, including an influx of immigrants from around the world to provide labor for the mines, railroads, factories, and smelters in the region. Among those that made Pueblo home were immigrants from Canada, China, Germany, Great Britain, Ireland, Italy, Japan, Mexico, Poland, Russia, Scandinavia, Slovenia, and New Mexican and Black workers from elsewhere in the United States. The vibrant and diverse community also included Jews fleeing from Eastern Europe.

Throughout Pueblo County's history, agriculture has been a major economic and cultural driver. Ranching, famous Pueblo chile peppers, and the cultivation of beans, melons, potatoes, and other vegetables have been mainstays of the agricultural industry. Over time, Pueblo's communities have continued to diversify with the growth of new Latino residents.

During each era of Pueblo's history, different communities and cultures came to the region and established roots, which resulted from time-to-time in a variety of tensions and conflicts. Many longstanding and immigrant communities have formed social groups, built businesses, and developed strong neighborhoods that maintain their unique cultures to this day.

ARTS AND CULTURE AND EVENTS

The Pueblo region has a unique history in Colorado and offers a similarly rich and distinctive cultural heritage. Numerous events, museums, and cultural amenities in Pueblo celebrate this history while providing enriching educational and entertainment experiences to residents and visitors to Pueblo. Some of the most notable museums and cultural amenities include:

- Sangre de Cristo Arts Center
- El Pueblo Historical Museum
- Nature and Wildlife Discovery Center
- Pueblo Zoo
- Pueblo Heritage Museum
- Pueblo Railway Museum
- Weisbrod Aircraft Museum
- Rosemount Museum
- Steelworks Museum
- Buell Children's Museum
- The Center for American Values

Pueblo is also home to unique cultural amenities and events, including:

- Colorado State Fair
- The Historic Arkansas Riverwalk
- Pueblo Creative Corridor
- Steel City Theatre Company
- Chile and Frijoles Festival
- And many more galleries, performances, live music, and events.

TOURISM

Like much of Colorado, Pueblo offers a fantastic climate, a full slate of outdoor activities, and many attractions and events. However, unlike many communities – especially among Front Range communities – Pueblo offers easier access to the outdoors, less heavily trafficked trails, a robust agricultural community, and a rich multi-cultural history. These factors make Pueblo stand-out from other Front Range and Colorado communities and offers a solid base from which to grow a tourism economy alongside enhancements to community quality of life.

Amenities like the Arkansas River (and whitewater park), Fountain Creek, San Isabel National Forest, and Lake Pueblo State Park are centerpieces. Meanwhile, the Chile and Frijole Festival, Colorado State Fair, Historic Arkansas Riverwalk, Sangre de Cristo Arts Center, El Pueblo History Museum, and diverse history of the community offer a robust collection of tourist attractions for heritage and entertainment travelers.

Pueblo is one of the first communities in Colorado to be selected for a Regional Tourism Act (RTA) grant – awarded to develop tourist attractions that bring out-of-state visitors to Colorado. Pueblo's bid in 2011 included a Pro Bull Riders (PBR) University/Exposition Hall, an expanded Medal of Honor Memorial/Memorial of Valor, a Gateway Center & Boat House for the Arkansas Riverwalk, Heritage Events Plaza, a parking structure, and an aquatics center. Additional local and private investments include a 100+ room hotel, redevelopment of historic buildings in downtown, Riverwalk channel extension, the Zebulon Pike Interpretive Center, and other infrastructure improvements. The project will result in over $43 million in investment in Downtown Pueblo and will be completed in three phases over 50 years.

The Greater Pueblo Chamber of Commerce and Pueblo Convention and Visitors Bureau, Pueblo Latino Chamber of Commerce, Pueblo West Chamber of Commerce, Pueblo Economic Development Corporation, and other economic development organizations have worked more collaboratively in recent years to support the focus on the economic development potential of tourism and coordinate marketing efforts.



RELATED PLANS AND STUDIES

Pueblo E-District

Funded in-part by a grant award from the Colorado Regional Tourism Act (RTA), Pueblo is in the midst of a multi-decade investment in the E-District – an entertainment district centered around Downtown Pueblo and the Historic Arkansas Riverwalk. The project, to be completed in three phases, will include a Pro Bull Riders (PBR) University/Exposition Hall, an expanded Medal of Honor Memorial/Memorial of Valor, a Gateway Center & Boat House for the Arkansas Riverwalk, Heritage Events Plaza, a parking structure, and an aquatics center. Additional local and private investments include a 100+ room hotel, redevelopment of historic buildings in downtown, Riverwalk channel extension, the Zebulon Pike Interpretive Center, and other infrastructure improvements.

Pueblo Regional Bicycle and Pedestrian Master Plan

The Pueblo Area Council of Governments (PACOG) – the metropolitan planning organization (MPO) for the Pueblo region – adopted a new bicycle and pedestrian master plan in December 2020. The plan generally recommends investments in infrastructure, maintenance, and education to improve connectivity, support walkability and bikeability, enhance safety for all users, and improve health and air quality in the region. The Plan supports related efforts to improve outdoor recreation, foster tourism activity, and improve public health and wellness.

KEY CONSIDERATIONS FOR THE REGIONAL COMPREHENSIVE PLAN

Pueblo's rich history, strong community ties, network of community service providers, diversity of community amenities, and abundant access to public lands and open space offer cornerstones from which to build. The following items are identified as key considerations for the Regional Comprehensive Plan process:

Providing equitable access to services and amenities

Not all Pueblo residents have equal access to community services and amenities. Efforts to maintain or expand social infrastructure should prioritize communities and residents in need to help invigorate the local economy, expand access to the qualities that make Pueblo special, and improve region-wide quality of life. Although Pueblo offers a wide variety of cultural and historical amenities, many residents have expressed interest in more robust array of entertainment opportunities—particularly those that are family-friendly.

Maintaining and enhancing community assets

As detailed in this section, there are many areas where the Pueblo region excels in providing community amenities. As the County grows and works to address community concerns it is important that existing community assets are not forgotten. Efforts to protect farms, ranches, and agricultural heritage should be carried forward and expanded, alongside historic preservation, parks and trail maintenance, and improving equitable access to education, healthcare, economic opportunity, and entertainment.

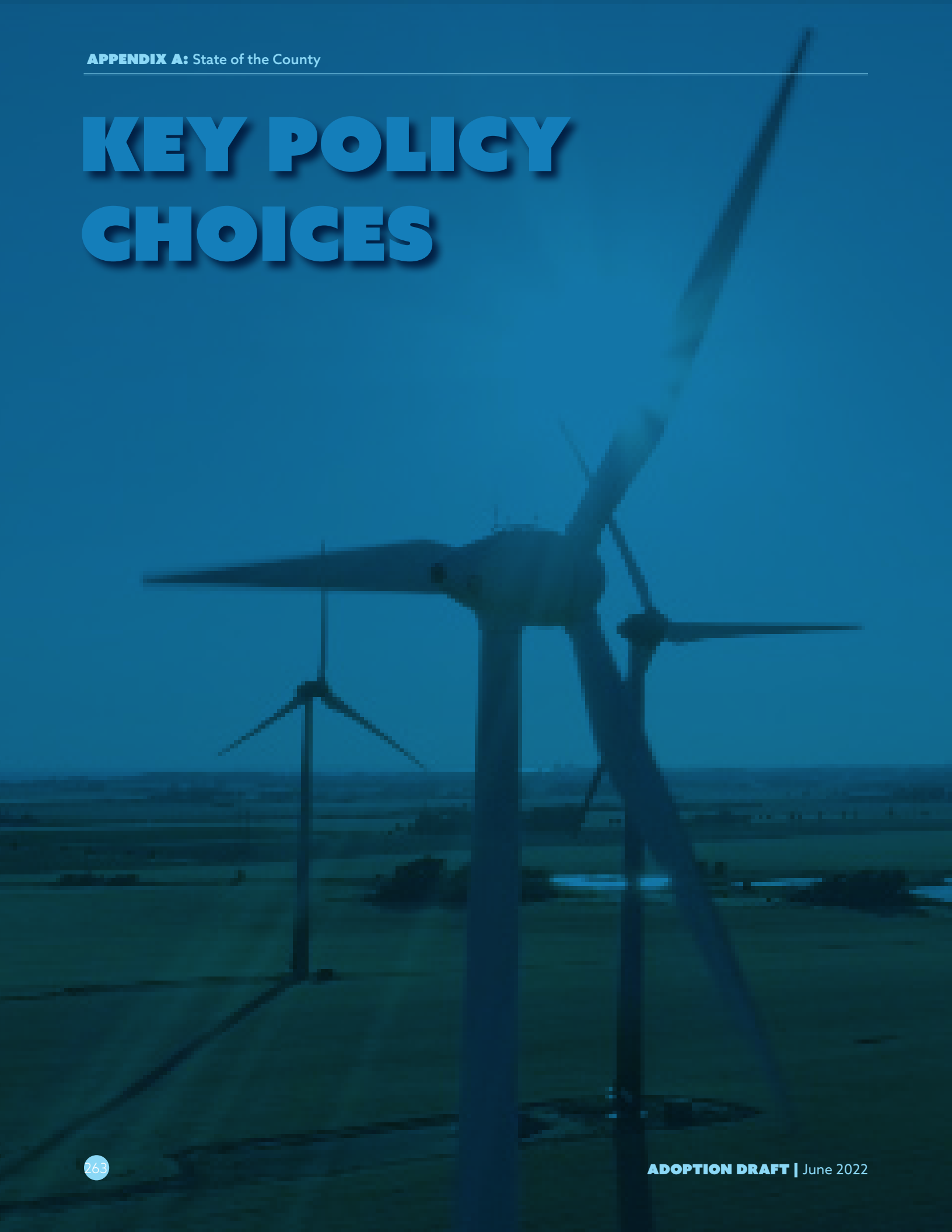
Celebrating the regions diversity

Pueblo's mix of cultures, landscapes, and lifestyles are unmatched in Colorado. The economic history of the community presents many challenges to improving quality of life, but the historic, cultural, creative, and natural resources and amenities that exist in Pueblo are worthy of community pride. Planning efforts, programs, and investments in the community should capitalize on all that makes Pueblo distinctive. The Pueblo region should also learn from the community's diversity as Pueblo County works to provide services and infrastructure, accommodate growth, expand economic opportunity, and revitalize neighborhoods and communities.

Expanding tourism opportunities

Opportunities for growth in the region's recreational tourism economy have been raised by many stakeholders, noting the ease of access to parks, trails, rivers, public lands, and other amenities. One example that was cited as a potential opportunity is Pueblo's location along TransAmerica Trail. The coast-to-coast bike route draws thousands of riders through the community each year and Pueblo is considered the halfway point and one of the largest cities along the route. The Regional Comprehensive Plan can help increase awareness of ongoing efforts and partnerships within the region designed to expand tourism opportunities, and establish policy guidance to protect and enhance the many assets that the region has to offer.

KEY POLICY CHOICES





This section summarizes key considerations for each focus area covered in this report, and articulates key policy choices for consideration as part of subsequent steps in the Regional Comprehensive Plan process.

FOCUS AREA 1: INFRASTRUCTURE AND SERVICES

Infrastructure and services will play a critical role in defining where and how the region grows in the future. For example, abundant availability of water is a critical asset in Pueblo, but the capacity to deliver it to the further reaches of the County is limited. Additionally, while some parts of the City and County are well-served by existing water, as well as sewer and transportation networks, all of these systems and distribution networks are aging, requiring both maintenance and reinvestment to continue providing service at the same level. The fixed costs for maintaining and repairing these systems into the future will need to be balanced against possible expenditures to expand service delivery infrastructure and road access to unincorporated areas, if development is to occur there.

Certain concerns are more particular to specific areas in the County. Outlying areas such as Colorado City and the St Charles Mesa have similar issues with the age and serviceability of existing service delivery systems, and both are further constrained by limited access to resources such as water supply and funds for the expansion of existing systems needed to support potential growth. Availability of services such as fire response is also limited in some rural, unincorporated portions of the County. In urbanized areas, there is an expressed desire to expand transportation infrastructure options beyond traditional road networks, allowing for more multimodal transport opportunities. Another concern in urban areas is enhancing public safety. There are two further concerns are shared across all areas of the County: managing rising energy costs, and expanding the extent of coverage of broadband and cellular networks.

Key policy choices for the region include:

- How to best integrate land use planning in alignment with water resource availability and conservation goals;
- Where future growth should be prioritized to best capitalize on existing service capacity rather than requiring the need for expansion of existing service delivery networks;
- How to prioritize maintenance of the existing transportation network, expansions of multimodal infrastructure, as well as how they are to be funded;
- What planning and collaboration is critical to meeting renewable energy goals in a cost-effective manner;
- How expansion of cellular and broadband networks can best be encouraged; and
- How can public safety best be addressed county-wide, even where the focus of concern differs (for example, fire and emergency response in rural areas, and police services in urban ones).

FOCUS AREA 2: GROWTH AND DEVELOPMENT

The supply of land that is available for future development in major population centers in the region—the City of Pueblo, Pueblo West, and Colorado City—far exceeds the projected demand for residential, commercial/mixed-use, and industrial development within the planning horizon. Because there is more land available than projections indicate will be needed, the County, City, and Pueblo West may consider establishing a strategy to prioritize which available land should be developed first. Prioritization can take into account the availability of existing infrastructure and services, cost to serve areas that are not currently serviced, the suitability of land for different uses, ownership, and a variety of other factors. Owing to the relative abundance of land and the projection for steady, modest growth, the County has an opportunity to make deliberate and thoughtful growth-planning decisions – a possibility that is frequently eliminated in contexts where development pressure is more pronounced.

Key policy choices for the region include:

- How actively does the County want to pursue policies that direct growth to certain areas, and discourage it in others;
- How best to align housing needs with anticipated and evolving demand;
- What policies can encourage a balanced mix of new development and adaptive reuse, infill, and redevelopment;
- What land use decisions can support both established and emerging industrial and employment sectors;
- What land use decisions can alleviate development pressure that encroaches on agricultural and ranching lands; and
- How can sustainable development objectives (dense, mixed use development, energy efficiency, water conservation) be incorporated into all decisions related to growth in the County.

FOCUS AREA 3: ECONOMIC BASE

Pueblo County possesses a stable economic base, an ample supply of land, and strong regional partnerships to build upon for the future. The rate of job growth is projected to align with the pace of population growth, but an important concern is aligning the knowledge and skills of the workforce with that required by the work that will be available. The County's numerous educational institutions, from secondary schools to community and four-year colleges, provide the advantage of already having in place the resources that can help to address this issue.

The County's existing infrastructure assets—including an interconnected rail and road network —can facilitate economic growth in the region. Expansion of newer industries, such as solar energy generation facilities and hemp/marijuana, offer new economic opportunity, but also the concurrent need to assess and manage the impacts these industries produce. Adding to these challenges, the County must also confront aging infrastructure, rising electric power costs, and inadequate broadband connectivity.

Key policy choices for the region include:

- How best to leverage the region's major transportation assets to attract industries that rely on them;
- How to balance the benefits and broader-scale impacts of emerging industries;
- How to tailor educational opportunities to match current and anticipated economic opportunities in the region;
- How the region can attract and retain the skilled workforce needed by its industries;
- What efforts can sustain the continuing viability of the agricultural and ranching sectors; and
- What planning is needed to enhance the region's economic resilience.

FOCUS AREA 4: NEIGHBORHOODS AND COMMUNITIES

Housing is the central component underlying the vitality of all the region's communities and neighborhoods, and an increasing mismatch between evolving housing needs and availability is one of the more critical components to consider in the plan update process. While demographic and economic changes have started to shift the composition of households in the County, trends in housing provision have not responded apace.

The number of family households in the County has been declining, while the number of households composed of aging residents has increased. Both of these trends indicate the need for smaller housing units, which new construction – primarily in the form of detached, suburban single-family homes – has not so far reflected. The County has also seen an increase in the cost of housing, both for renters and owners, that has not been matched by increases in wages. The result is more housing insecurity, and fewer opportunities for residents with modest incomes to become homeowners. Just as the constrained supply of attainable for-sale housing has increased the cost of buying, so the increase in the number of long-term renters squeezes the supply of rental housing, and raises its cost as well. A tight housing market and rising costs could be a contributing factor to the recent rise in homelessness that has been observed in the region.

While new housing has risen in cost without meeting demand or mirroring evolving demographics, the City in particular has experienced the deterioration of investment in and maintenance of existing housing stock. Emphasis on redevelopment and infill could offer significant benefits for neighborhoods where disinvestment has occurred. Such an effort, undertaken with a parallel focus on diversifying the kinds of housing being constructed, could provide the base of support for building stronger, more stable neighborhoods and communities throughout the County.

Key policy choices for the region include:

- How to encourage increased provision of diverse housing types that accommodate young workers, smaller and older households;
- How to moderate increasing housing costs, so that home ownership remains attainable to those who wish to pursue it;
- What extent of increased supply would be needed to alleviate pressures and cost-burdens for renter households;
- What efforts can encourage infill and redevelopment and reinvestment in older neighborhoods; and
- What collaboration is necessary to advancing efforts at providing a Continuum of Care in housing .

FOCUS AREA 5: QUALITY OF LIFE

The Pueblo region has many assets: rich history, a diverse population, distinctive architectural fabric in the City's downtown, and access to abundant outdoor recreation possibilities. While current residents are aware of the many amenities in the region, they are also aware of the challenge in ensuring equitable access to these amenities for all members of the community, and the significant benefits the region could gain by promoting broader awareness of such amenities to those who have not visited the region.

Key policy choices for the region include:

- Who experiences barriers to accessing the community's assets and amenities, and what coordinated efforts can be undertaken to expand equitable access to services and amenities for all residents of the County;
- What is the best strategy for maintaining the community's current assets, including parks, trails, and cultural and historic assets, what are the shared priorities for expanding and enhancing these assets, and how will these efforts be funded;
- How can the region's strong diversity and rich history best be celebrated; and
- Who are the best partners to continue efforts at promoting a coordinated and focused tourism strategy for the region.

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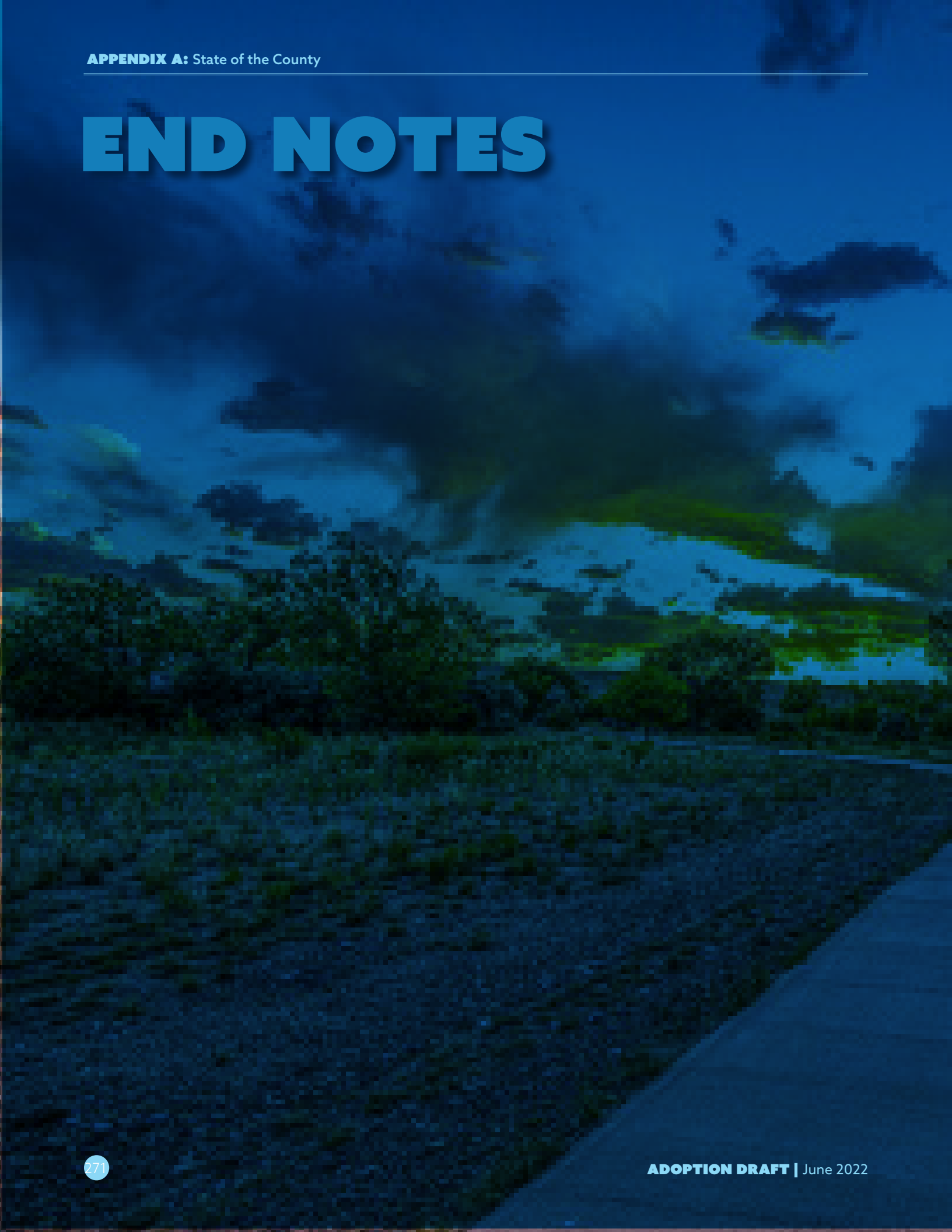
END NOTES





ENDNOTES

SETTING THE STAGE

1 U.S. Census, DOLA, Economic Planning Systems

2 U.S. Census and Economic & Planning Systems

3 DOLA and Economic Planning Systems

4 DOLA and Economic Planning Systems

U.S. Census, ACS 5-year, 2010

5 U.S. Census, ACS 5-year, 2019

6

7 U.S. Census and Economic & Planning Systems

8 U.S. Census, ACS 5-year estimates, 2010 and 2019

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47 Colorado Department of Local Affairs

48 MDC, Economic Planning Systems

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FOCUS AREA #3: ECONOMIC BASE

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FOCUS AREA #4: NEIGHBORHOODS & COMMUNITIES

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APPENDIX B



FISCAL IMPACT FINDINGS

Economic and Planning Systems prepared a fiscal impact analysis to support the development of the Regional Comprehensive Plan. The analysis evaluated the on-going, annual impact of different uses will have on the City of Pueblo, Pueblo West Metropolitan District, and Pueblo County. The purpose was to understand impacts of different land use choices to help guide the plan's policies. Three growth scenarios were modeled to understand the impacts. This appendix includes a summary of key findings.

Final Report

Fiscal Impact Analysis Methodology and Findings

The Economics of Land Use

Prepared for:
City of Pueblo, Pueblo County, Pueblo West Metropolitan District

Prepared by:
Economic & Planning Systems, Inc.

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1. Introduction and Summary of Findings

Introduction

The communities within Pueblo County were interested in understanding the fiscal impact of future land use and development patterns as a component of the Pueblo Regional Comprehensive Plan process. Economic & Planning Systems built fiscal impact models for the City of Pueblo, the Pueblo West Metropolitan District, and Pueblo County. These models were used to evaluate the land use scenarios developed for the plan. This report presents the findings of fiscal impact analysis for each community. In this report we:

- Summarize the methodology used in the models for each community.
- Present the results of the fiscal impact analysis of the three growth scenarios.
- Summarize policy implications and recommendations.

EPS reviewed the major governmental and special revenue funds in the budgets for all three communities and assessed how they are affected by new development, land use changes, or patterns of growth. The major revenues and expenditures that are affected by new development for each community and each major fund were identified, and the impacts of growth on these revenues and expenditures were modeled. EPS used the estimated growth of population, households, and jobs within Pueblo County developed for the Comprehensive Plan over the 2040 plan horizon as inputs into the models.

Three growth scenarios allocated the forecast growth in the county from 2020 to 2040 within land use categories in each community resulting in a variation in the mix of housing unit types, job types, nonresidential development, and development density in each scenario for the communities. The three scenarios are:

- **Scenario A: Twin Cities/Outward Expansion** – This scenario forecasts a continuation of development trends in the recent past which will lead Pueblo West to capturing a greater share of regional growth and becoming a “second city” in the region.
- **Scenario B: Center City Revitalization** – This scenario still forecasts a diversification of uses in Pueblo West but also shows a greater capture of growth in the City of Pueblo, specifically in its city center.
- **Scenario C: Regional Centers** – This scenario forecasts a shift of development back to the City of Pueblo with that community capturing a greater share of new development and developing out two major community centers (downtown and the I-25/Highway 50 area). Pueblo West maintains is primarily bedroom community orientation with limited diversification of housing and commercial services.

The outcome of the analysis of these scenarios is an understanding of the impacts and benefits of various growth patterns. This work provided guidance for land use policy in the Comprehensive Plan and the future land use plan for the region.

Summary of Findings

The major findings from the fiscal impact analysis that were identified to guide Comprehensive Plan policy are summarized below. Findings specific to each entity are also summarized at the end of each entity's chapter.

1. ***The County and its partners should encourage most new development to locate within incorporated cities/towns or existing metropolitan districts that have the infrastructure capacity to adequately serve new development.***
   New development in the unincorporated portions of the county generates a negative fiscal impact on the County's General Fund and adds infrastructure to its network that needs to be maintained. The County does not generate enough revenue to provide urban level services to these areas under current revenue sources. The capture of development in the City of Pueblo generates the greatest reduction in costs associated with new development. Growth within established metro districts can produce a net fiscal negative impact but the services these new developments need can be provided within the metro districts. The use of districts to provide municipal services for large developments should be encouraged if development is not in a metro district or incorporated town or city. The most pressing concern is the lack of fire protection services in portions of the county where fire protection districts do not exist.

2. ***The City of Pueblo should encourage and incentivize infill development in the city and limit annexations to areas only contiguous to the city and within existing service areas.***
   The City of Pueblo has large undeveloped areas within the city's boundaries that can accommodate a significant amount of new development. As well, there are developed areas in the city that need reinvestment and/or are underutilized. It is more fiscally beneficial for the City to encourage, incentivize in some cases, and invest in supporting new development to occur within its boundaries. New annexations to the city will necessitate the expansion of the City's infrastructure and services, which is less cost efficient in these new growth areas than within existing services areas. Annexation areas should only be considered in areas that can be serviced primarily by existing trunk infrastructure or are within existing services areas. Specifically, the considerations on the ability for existing fire stations to serve new development and location of new development relative to existing water and wastewater service basins should be a primary consideration. The City should also consider implementing funding tools that can help fund proactive investments in infrastructure and services in high growth areas. The use of

impact fees and other similar tools should be considered to allow the City to guide the path of growth to areas best suited, be proactive in accommodating desired developments, and reduce the up-front burdens on development projects.

3. ***Pueblo West should strive to balance the continued housing growth in the metro district with additional commercial services to maintain fiscal health.***

The community's desired direction for Pueblo West was to have the area maintain is bedroom community character and not try to capture an increased share of regional growth. However, to maintain fiscal balance, the district needs to support a diversity of land uses, specifically continuing to capture commercial uses, and should consider accommodating more housing demand/ growth through denser housing products than the predominate 1-acre ranch housing option. Continued growth of the community may increase demands and desire for increased levels of services provided by the metro district. The metro district may need to consider additional funding options to be able to increase or even maintain levels of service. The recent implementation of a dedicated sales tax for expanded fire services is a positive change that will help maintain district fiscal sustainability. It may be possible that similar supplemental funding is needed for roadway maintenance.

4. ***The fiscal impact of Scenario C was found to be the most beneficial for the City of Pueblo and Pueblo County, while the impact of this scenario was the least positive for Pueblo West.***

Scenario C encourages a growth pattern that captures the majority of development in the City of Pueblo and focuses new development within the community centers in Pueblo including Downtown and the Highway 50 and I-25 area. The fiscal impacts of each scenario on the General Fund for each entity are shown in Table 1.

Table 1. Scenario Evaluation Fiscal Impact Results

Description	County	City	Pueblo West
Scenario A			
Annual Revenues	$14,487,020	$11,045,562	$3,966,362
Annual Expenditures	$13,256,675	$11,208,494	$2,753,723
Net Fiscal Impact	**$1,230,345**	**$162,932**	**$1,212,640**
Scenario B			
Annual Revenues	$14,487,020	$12,642,416	$3,271,152
Annual Expenditures	$12,443,456	$11,485,283	$2,364,856
Net Fiscal Impact	**$2,043,564**	**$1,157,133**	**$906,295**
Scenario C			
Annual Revenues	$14,487,020	$14,066,280	$2,476,287
Annual Expenditures	$11,954,967	$12,433,336	$2,001,886
Net Fiscal Impact	**$2,532,053**	**$1,632,945**	**$474,400**

Source: Economic & Planning Systems

5. ***The City of Pueblo and Pueblo County should work together to develop guidelines and perimeters around the approval of large development projects outside the City of Pueblo in the incorporated portions of the county. A large project outside the city boundaries will produce significant fiscal impacts on both entities. These types of projects need to provide funding and service provision capabilities to be able to offset impacts on the County and City.***

   There have been multiple proposals and conceptual plans for large development projects in the northern portion of Pueblo County along I-25. The City and County should work together to develop an agreement to encourage annexation into the city for developments contiguous or feasibly serviced by the City of Pueblo. Large projects that are not next to the city boundaries should be required to meet guidelines for development provided by the County Code and within the Regional Comprehensive Plan to mitigate fiscal impacts of the project.

   A large project in the northern portion of the county may be an opportunity for the County and the City to expand its potential capture of growth due to the proximity to Colorado Springs. However, a major project far from the city's boundaries and supported through annexation or a metro district will generate significant capital and ongoing financial costs. A new project may also create competition for growth/investment with Pueblo West and/or the City, which may exacerbate disinvestment in existing portions of these communities. The extension of infrastructure to serve a project may not be supportable or cause service capacity issues (e.g., wastewater treatment capacity) that may be problematic and must be addressed and paid for by the development and a special district funding tool. Lastly, fire protection is nonexistent, aside from the services the County Sheriff provides, for much of the northern portion of the county and must be provided and funded by a new development. It is likely that it's too costly or inefficient for an existing district or the City to provide fire services to this area and thus a new fire protection district would be needed.

2. Fiscal Modeling Approach

The purpose of a fiscal impact analysis is to estimate the cost and revenue impacts from new development on annual operating budgets and departments in a variety of contexts. The analysis compares the estimated revenues generated by new development to the estimated costs of public services required to serve that development and determines the net fiscal impact (revenues minus expenditures).

Revenues and costs are estimated based on the budgets for each fund and department, and an assessment of potential effects of different types of development on each department or budget category. The revenue sources and expenditures that have the largest impact on the budget and are most directly tied to growth have a specific "case study" developed for them; these case study approaches use specific calculations to determine impact. For example, property tax is based on estimated assessed values multiplied by the applicable tax rates. Other items, such as administrative costs related to residential development, are based on average cost factors (such as "per capita" estimates).

The fiscal impact analysis is based on three main factors:

- **Amount and Type of Growth**: The amount of residential type (single family detached, single family attached, and multifamily) and employment type (retail, office, and industrial) based on forecasts of new jobs and households.
- **Location of Growth**: For this analysis, location was summarized by future land use category as well as by greenfield/infill. The difference in development patterns between land use, as well as the different impacts of greenfield and infill development, will both have fiscal implications.
- **Revenue and Cost**: Based on current revenue and expenditure patterns, these are the anticipated revenues and expenditures that will be generated because of new development.

Development Inputs

EPS developed a land demand forecast for both housing and employment uses in the community over the plan horizon (2020 to 2040). This analysis allocated forecast new jobs and households between four different housing product types and five employment development types. The number of new households and jobs within these development types were distributed among the future land use categories based on the land use intent of each category.

Three land use scenarios were developed by Clarion Associates and EPS using community input and feedback. The three scenarios represent varying amounts of capture of new jobs and households in the City of Pueblo, Pueblo West, and the unincorporated portion of Pueblo County. EPS estimated that there will be

demand in Pueblo County for 14,700 new housing units by 2040 and 4.25 million square feet of new nonresidential development. **Figure 1** provides a summary of the percent allocation of these new housing units and nonresidential development by the three communities with a description of the land use patten that is expected. The detailed forecast tables by scenario are provided in the **Appendix** in **Table 38**, **Table 39**, and **Table 40**.

Figure 1. Scenario Growth Allocations



Modeling Approach

Our approach to identifying the fiscal impacts based on the amount and type of growth in each scenario varies depending on the community and the governmental fund being analyzed. Through evaluation of the City of Pueblo, Pueblo West, and Pueblo County budgets, EPS developed the following high-level approach to modeling fiscal impacts within each community.

Each entity has a variety of governmental and nongovernmental funds. EPS identified the funds that are most directly impacted by new development and where a tangible connection could be made between land use decisions and the revenues and costs within that fund.

Average Cost Nexus Factors

EPS developed nexus factors that relate the budget item being estimated to the service population or other metric that is best associated with the impact. These factors are outlined below.

- **Per Person (Residents)** – This factor applies to total residents or population of the city or a given area (e.g., Place Type).
- **Peak Persons Served (Residents and Employees)** – Many services are affected by growth in both residents and employees. The purpose of this factor is to derive a population of persons served within a defined geography. The number of people each use generates is estimated using average person generation factor by use (e.g., average residents per household for single family and multifamily, and the average number of employees per square foot for retail, office, and industrial). Using the persons served approach means each new use will generate a number of people (i.e., one new single family housing unit will generate 2.5 people) which will be used to estimate costs and revenues based on the average cost per person. This factor is used in cases where the maximum amount of people in one place needs to be accounted for. In this case, the possible residents (based on persons per household) and employees (based on employees per square feet) are added together and not reduced to account for residents employed in the city.
- **Persons Served (Residents and Nonresident Employees)** – The persons served factor differs from the peak persons served in that it accounts for residents that are also employed in the city (or county) to not double count. The calculation of persons served equals residents plus nonresident employees (i.e., people employed in Pueblo but living outside the city).
- **Per Unit Measure of Infrastructure** – Impacts to the infrastructure networks and systems are sometimes estimated based on a unit measure of that type of infrastructure (e.g., “per centerline mile” or “per streetlight”) for portions of those fund’s expenditures related to maintenance and capital improvements. A new development’s impact will be judged based on the amount of new infrastructure needed to serve the development and the average cost per unit of measure.

Fixed and Variable Cost Adjustments

Directly applying the factors described above to new growth would be equivalent to using the average cost for each item, which can overstate cost impacts. For local governments, whose services are at or near capacity, the average cost method is a generally accepted technique for estimating fiscal impacts. However, many functions still need to be adjusted to account for higher levels of fixed cost and/or a less direct relation to growth. To account for this, “Percent Variable” adjustments were applied to average costs to more accurately capture the cost associated with growth and development. These adjustments range from 0 to 100 percent variability, depending on the category/type of revenue or cost.

A 0 percent variability factors implies that there is no relationship between the cost/revenue category and growth, while 100 percent variability implies a 1-to-1 relationship (i.e., the full cost/revenue increase is a result of growth). Most categories fall somewhere between, and for these a variability factor of between 25 percent, 50 percent, or 75 percent is applied. For example, a department that serves new development but also has significant administrative costs that are not directly related to growth may be modeled as 50 percent variable. In this case, if average cost factors are $20.00 per person, the model would apply a cost of $10.00 per person (applying the 50 percent variability) to population growth to calculate the cost of growth to this department.

The following process and assumptions were used in developing the "Percent Variable" adjustments to average costs.

- **Direct Service Categories** – These include departments that provide a service that is directly impacted by the rate and amount of new development in the city or county, such as development services (solid waste, police, fire, etc.). These types of services are estimated to be closely related to growth and increased population and are modeled using the average cost methodology (where costs are 100 percent variable). For the most impactful and directly related expenditure categories, specific case studies are developed that utilize alternative Nexus Factors and/or variable cost assumptions. As previously stated, these case study approaches are outlined below.
- **Indirect Cost Categories** – Some expenditure categories/departments, such as the City Manager and City Clerk, have a high level of fixed costs regardless of the size of a city. Costs in these types of departments and functions are estimated to be between 25 and 75 percent variable.
- **Functions with No Nexus or Relevance –** Some City functions were determined not to have any relationship to real estate development projects and have a 0 percent variability factor, which means they are not estimated or included in the model.

Static Model Approach

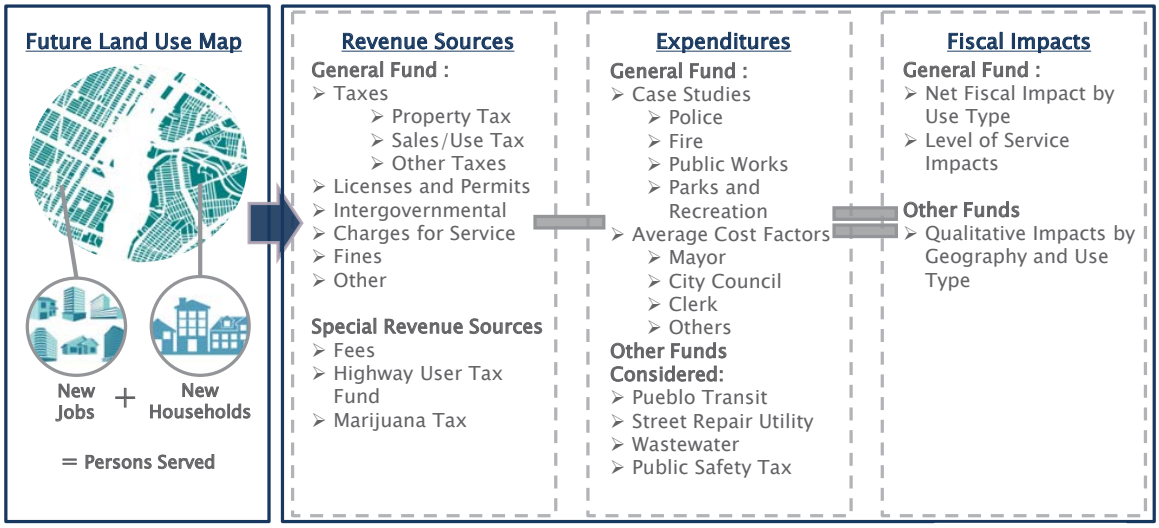
For this analysis, EPS utilized a static approach to modeling future revenues and costs. This means that we did not use growth or escalation rates for revenues or costs, and estimated impacts in constant dollars. The static model approach is preferred for several reasons. First, identifying reliable and accurate growth or escalation numbers for major revenue sources and expenditure items is difficult and may not accurately project likely future conditions. Second, variations in growth or escalations - even minor ones - can cause major differences in costs and revenues that may misrepresent fiscal impacts. Third, cities and counties plan for the long term. Development that is built and at stabilized occupancy has long term fiscal impacts best modeled, in our opinion, in the static end state.

3. City of Pueblo Model

This chapter details the approach and results of modeling the fiscal impact of residential and nonresidential development on the General Fund for the City of Pueblo. It provides an overview of the components of the General Fund that are impacted by new development, outlines the approach to modeling the impact of growth, and reports on findings of the fiscal impact analysis.

A summary of the approach used for the City of Pueblo is provided in **Figure 2**. This figure identifies the major General Fund revenues and expenditures that were analyzed, as well as any specific revenue sources or enterprise/business type funds that may be impacted by growth.

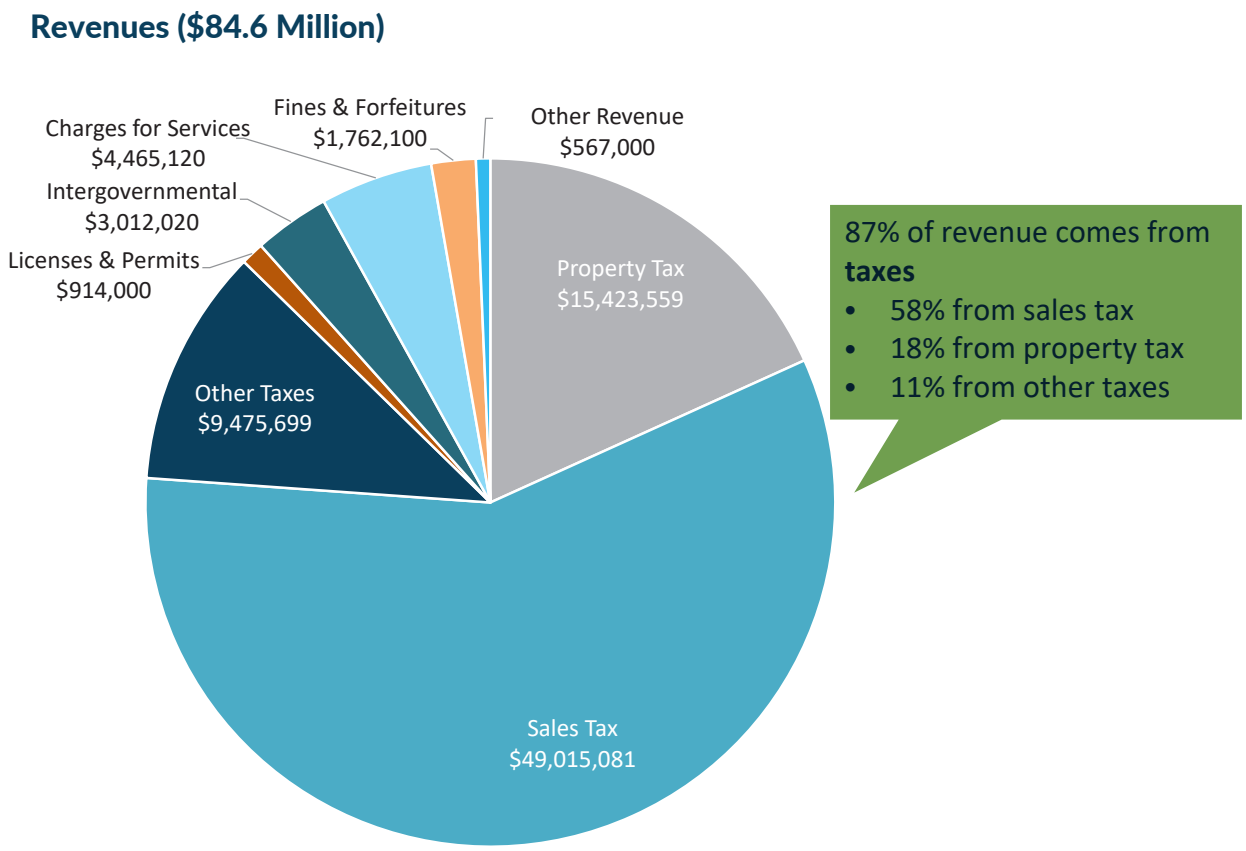
Figure 2. City of Pueblo Fiscal Impact Model Approach Summary



Revenues

This section summarizes the major revenue sources for the General Fund and outlines the approach to modeling the fiscal impact of growth on each revenue source. There are six major categories of revenues within the General Fund and the percent of revenue per source is shown in **Figure 3**. Note that the General Taxes category is broken out to show property tax and sales tax independently. Sales tax is the largest revenue category, accounting for 58 percent of General Fund revenue budgeted for in the 2021 Budget ($49 million). Property tax is the second largest revenue category, at $15.4 million or 18 percent of General Fund revenue. As the two largest revenue categories, and with direct connections to growth in the city, these two revenue streams were modeled using the case study approach. The remaining revenue categories were modeled using average revenue factors.

Figure 3. City of Pueblo General Fund Revenues, 2021



Property Tax

The per-unit property tax revenues generated are summarized in **Table 2**. As shown, for residential uses the single family detached housing product types (Pueblo Ranch and Traditional Single Family) generate the highest per-unit revenue ($279). For commercial development, retail and service/hospitality uses generate the greatest amount of property tax on a square footage basis, at $0.91 per square foot, while industrial uses generate only $0.34. However, industrial uses will tend to be larger, and thus may generate a similar amount of tax revenue on a per-property basis.

Based on these tax generation factors, a growth scenario with more single family detached housing will generate more property tax revenue, as this housing type has the highest property value and thus generates the highest level of property taxes. However, as the rest of the model will show, it is important to consider the costs to serve various types of growth as well to get a comprehensive picture of the net fiscal impact on the city of new development.

Table 2. City of Pueblo Property Tax Revenue per Unit

Description	Market Value per Unit/Sq. Ft.	Assessment Ratio	Assessed Value per Unit	Mill Levy	Revenue Per Unit
Residential					
Pueblo Ranch	$250,000	7.15%	$17,875	15.633	$279
Traditional Single Family	$250,000	7.15%	$17,875	15.633	$279
Attached	$200,000	7.15%	$14,300	15.633	$224
Multifamily	$150,675	7.15%	$10,773	15.633	$168
Total Residential					**$951**
Commercial					
Retail	$200	29.00%	$58	15.633	$0.91
Service/Hospitality	$200	29.00%	$58	15.633	$0.91
Office/Institutional	$150	29.00%	$44	15.633	$0.68
Industrial/Flex	$75	29.00%	$22	15.633	$0.34
Heavy Industry/Land Based	$75	29.00%	$22	15.633	$0.34
Total Commercial					

Source: Economic & Planning Systems

Sales Tax

EPS developed a retail sales flow mode to estimate the portion of retail sales generated by residents, nonresident employees, and visitors. The retail sales flow model uses average household incomes and per employee spending factors to estimate the potential spending on retail goods generated by residents and workers in the city. The potential retail spending is distributed by retail store category based on the US Census of Retail Trade (2017) for Colorado. The retail spending expenditure potential was then compared to actual sales per store category (3- and 4-digit retail trade NAICS categories) to determine what portion of sales the City of Pueblo captures comes from residents, nonresident workers, and visitors. EPS estimates that Pueblo residents account for approximately 50 percent of sales made in the city. Nonresident workers account for approximately 30 percent, and visitors to the community contribute 20 percent.

EPS estimated annual retail spending per resident and per nonresident employee/ worker using the retail sales flow model. The City's 3 percent sales tax rate was then applied to the sales per category to estimate the amount of sales tax revenue an average person or nonresident worker will generate annually. Each new resident is estimated to generate $7,051 in annual sales tax from retail spending and each new nonresident worker is estimated to generate $3,954 in annual sales tax revenue, as shown **Table 3**.

Table 3. City of Pueblo Resident and Employee Retail Sales Factors

Description	Sales Per Capita	Sales Per Employee
Convenience Goods		
Food and Beverage Stores	$2,149	$575
Health and Personal Care	$372	$616
Total Convenience Goods	**$2,521**	**$1,192**
Shopper's Goods		
General Merchandise	**$1,111**	**$810**
Other Shopper's Goods		
Clothing & Accessories	$422	$204
Furniture & Home Furnishings	$269	
Electronics & Appliances	$207	$175
Sporting Goods, Hobby, Book, & Music Stores	$244	$219
Miscellaneous Retail	$335	$408
Subtotal	**$1,477**	**$1,006**
Total Shopper's Goods	**$2,588**	**$1,816**
Eating and Drinking	**$1,208**	**$946**
Building Material & Garden	**$734**	**$0**
Total Retail Goods	**$7,051**	**$3,954**

Source: Economic & Planning Systems

Property and Sales Tax Findings

The estimated revenue per scenario from property tax and sales tax is summarized in **Table 4**. Scenario C generates the most revenue from property and sales tax ($4.5 million and $5.0 million respectively). The revenue from these sources is driven largely by the estimate capture of new development each scenario forecasts. Scenario C has the highest rate of capture of new development in the City of Pueblo, which as a result produces the most revenue.

Table 4. City of Pueblo Property and Sales Tax Evaluation Summary

	Scenario A	Scenario B	Scenario C
Property Tax • Based on property values of new development • Higher-valued property (e.g. single family residential) generates more revenue	• **$3.3 million** new revenue • Least capture of development within City • Lowest property tax revenue	• **$3.9 million** new revenue	• **$4.5 million** new revenue • Greatest capture of development within City • Highest property tax revenue
Sales Tax • Based on per-capita spending factors for new residents, new non-resident employees • Applies City's 3% sales tax rate (only General Fund revenue)	• **$4.0 million** new revenue	• **$4.6 million** new revenue	• **$5.0 million** new revenue

Other General Fund Revenues

Property and sales taxes generate 76 percent of the City's General Fund revenue. The other revenue sources are important but not as significant to fiscal health. Other revenue sources for the General Fund are:

- Licenses, Fees, Fines
- Intergovernmental—State
- Charges for Services
- Fines and Forfeitures
- Other Revenue

The modeling approach and per new resident or nonresident employee factor for each revenue source are shown in **Table 5**. EPS estimates that each new resident or nonresident employee in the city generates $150 in General Fund revenue annually (in addition to sales and property tax).

Table 5. City of Pueblo Other General Fund Revenue Source Per Person Factors

Description	2019 *Actual*	Factors					
		Nexus Factor	Nexus Factor Detail		Gross Factor	Variability	Net Factor
General Taxes							
Property Tax	$14,152,422	Case Study	---	$	-	---	---
Sales Tax	$50,833,835	Case Study	---	$	-	---	---
Other Taxes[1]	$10,629,918	Persons Served (PS)	122,620	$	87	100%	$ 87
Total General Taxes	$75,616,175						
Licenses & Permits	$1,016,348	Persons Served (PS)	122,620	$	8	100%	$ 8
Intergovernmental	$4,451,497	No Nexus	---	$	-	---	---
Marijuana - County Revenue Share	$666,868	Per Resident	112,251	$	6	100%	$ 6
Charges for Services	$4,774,984	Persons Served (PS)	122,620	$	39	100%	$ 39
Fines & Forfeitures	$2,362,430	Persons Served (PS)	122,620	$	19	50%	$ 10
Other Revenue	$1,319,884	No Nexus	---	$	-	---	---
Transfers In	$4,780,340						
Total Revenue	**$94,321,656**						
Total Net Transfers	**$89,541,316**						

[1] Includes Use Tax, Excise Tax, *** Tax, *** Tax

Source: City of Pueblo 2021 Adopted Budget; Economic & Planning Systems

Expenditures

This section summarizes the major expenditure sources for the City of Pueblo's General Fund, outlines the approach to modeling the fiscal impact of growth on each expenditure source, and reports the results of the fiscal impact modeling.

There are 9 major categories of expenditures within the General Fund, as shown in **Figure 4**. Public Safety departments (police and fire) account for the majority of the City's annual General Fund expenditures (59 percent in 2021 or $50 million). General Government is the third largest expenditure category, at $10 million or 12 percent of General Fund expenditures, followed by Public Works (9 percent) and Parks and Recreation (8 percent).

Figure 4. City of Pueblo General Fund Expenditures, 2021

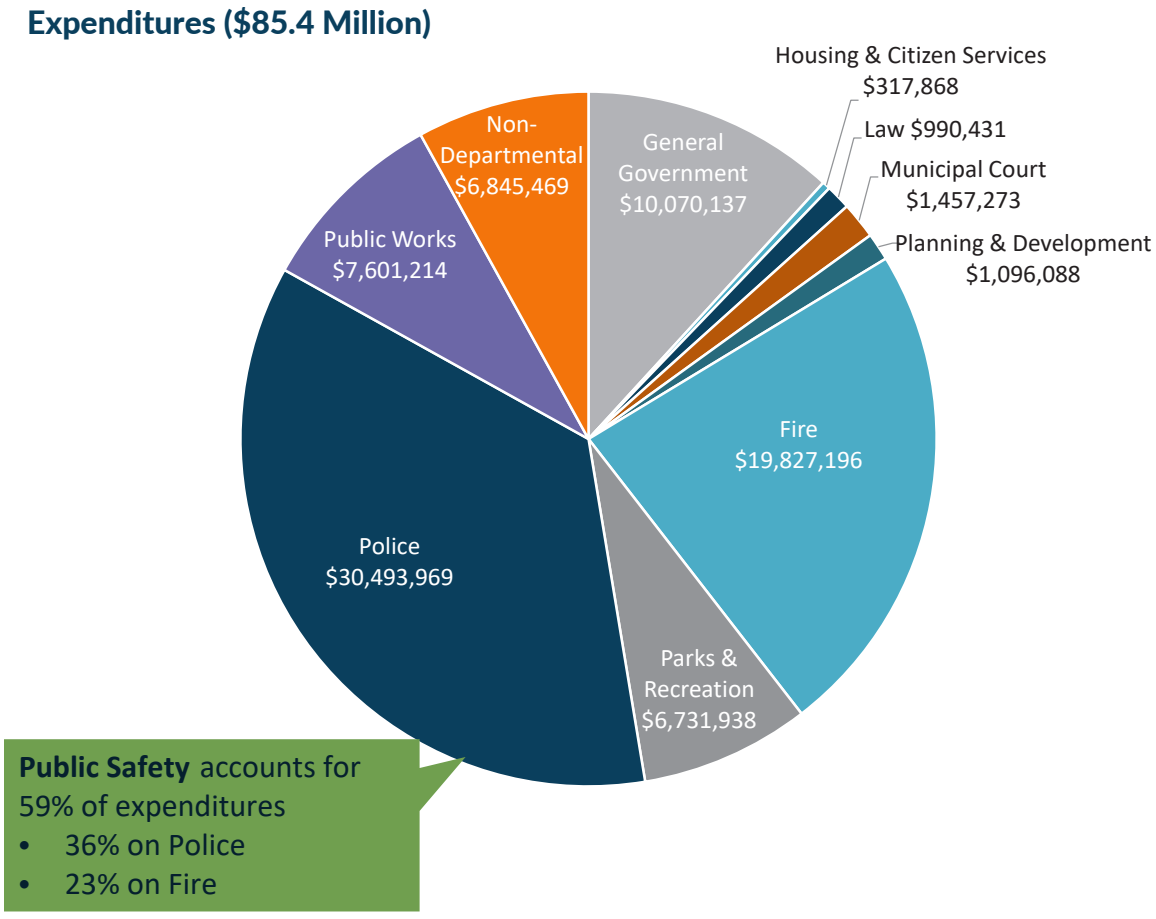


Table 6 provides a summary of the modeling approach used for each major expenditure category. Case studies were developed for four categories and are described below in more detail. An average cost factor with a corresponding variability estimate were used to estimate annual expenditures for the remaining categories. The expected annual expenditures per each new resident or nonresident employees is $100.

Table 6. Pueblo General Fund Expenditures – Nexus to Growth and Variability

Description	2019 *Actual*	Factors						
		Nexus Factor	Nexus Factor Detail		Gross Factor	Variability		Net Factor
General Government	$8,135,937	Persons Served (PS)	122,620	$	66	25%	$	17
Housing & Citizen Services	$330,076	Per Resident	112,251	$	3	100%	$	3
Law	$921,105	Persons Served (PS)	122,620	$	8	100%	$	8
Municipal Court	$1,152,911	Persons Served (PS)	122,620	$	9	100%	$	9
Planning & Development	$1,013,185	Persons Served (PS)	122,620	$	8	100%	$	8
Fire	$18,835,383	Case Study	---	$	-	---		---
Parks & Recreation	$5,939,890	Case Study	---	$	-	---		---
Police	$29,314,051	Case Study	---	$	-	---		---
Public Works	$6,723,038	Case Study	---	$	-	---		---
Non-Departmental	$6,783,328	Persons Served (PS)	122,620	$	55	100%	$	55
Transfers to Other Funds	$12,675,681							
Total Expenditures	**$91,824,586**							
Total Net Transfers	**$79,148,905**							

Source: City of Pueblo 2021 Adopted Budget; Economic & Planning Systems

Police

The Pueblo Police Department has an annual budget of $30.5 million. Most of this budget (94 percent) is for personnel costs (wages and benefits) for the department's employees. The City has 115 patrol officers providing police services to the community and handles 138,000 calls for services each year. New development has the biggest impact on the need for patrol officers and investigation-related staff. Generally, as the community grows, the need for additional patrol officers grows as well, with annual calls for service typically used as the measure for the need for personnel.

Given the service characteristics of the Police Department and the impact of growth on service needs, a persons served factor works to incorporate the impacts of increased demand for service from both new residents and new employees/businesses in the city. For the purposes of modeling the impacts of growth on service needs and cost to provide service, both major expenditure categories for the department are modeled as 75% variable with growth. The reduction from 100% accounts for fixed costs related to department administration. Each new resident or nonresident employee in the city generates $180 annually in added costs to the General Fund, as shown in **Table 7**.

Table 7. Pueblo Police Department Cost Allocation Method and Factors

Description	2019 *Actual*	Growth Factors					
		Nexus Factor	Nexus Factor Detail		Gross Factor	Variability	Net Factor
Expenditures							
Personnel (Wages & Benefits)	$27,249,429	Persons Served (PS)	122,620	$	222	75%	$ 167
Operating	$2,050,923	Persons Served (PS)	122,620	$	17	75%	$ 13
Total	**$29,300,352**						

Source: Economic & Planning Systems

Table 8 summarizes the impacts of growth on the City of Pueblo's Police Department. Generally, the more growth captured in the City of Pueblo the higher the cost to serve the community is. As a result, the cost to provide police services increases with each scenario as the amount of growth captured in the city increases. The estimated new annual expenditures for police services in Scenario A is $3.4 million, which increases to $4.2 million in Scenario C. The location of development can have impacts on service needs but the cost implications are either too small or too location specific to warrant or allow for modeling. The one major potential impact of the scenarios was identified in Scenario A. In this scenario, EPS considered the possibility of development of a large community to the north of the existing city limits and separated from the core of the community by approximately five miles. In this case, the police department may need to build a substation to service this growth. This cost was not modeled due to the level of uncertainty but is a major consideration for annexations of this type.

Table 8. Pueblo Police Department Scenario Findings

	Scenario A	Scenario B	Scenario C
Demand for Service	• More growth in City leads to more demand for service • Location of growth can impact service needs (not currently in model) • Outlying growth may require substation – cost related to a substation has not been estimated		
Cost to Serve	• **$3.4 million** new expenditures • Costs based on new residents + employees • Least capture of development within City	• **$3.8 million** new expenditures	• **$4.2 million** new expenditures • Greatest capture of development within City

Fire and Emergency Services

The Pueblo Fire Department has an annual budget of $19.8 million. Most of this budget (95%) is used for personnel costs, similar to the Police Department. The department uses 10 fire stations spread throughout the community to provide services. Each station has a fire engine, and some also have supporting EMS or ladder trucks to support services. The Fire Department currently handles 25,000 calls for service annually and calls are anticipated to grow by 6 to 9 percent annually going forward. This highlights the impact of ensuring land use patterns help support efficient fire service for the community.

The Pueblo Fire Department is required to meet certain “level of service” standards, based on call response time, to provide needed services to the community and maintain insurance ratings. These standards influence station location decisions. Call volume is not uniform across stations, but instead station location is dependent on the surrounding population and employment density, and the ability of the apparatus at that station to respond within the given level of service standard. Because of this service nature, the impact of new development on Pueblo Fire varies depending on the location and type of growth.

Each fire station has a service area, which is most often defined by the response time of a fire engine from the station. New development that is outside of existing fire service areas for existing fire stations can create significant impacts on response times and often triggers the need for new station and associated fire personnel and capital equipment. The Pueblo Fire Department estimates each new fire station will increase annual operating costs by $1 million annually in addition to the capital funds needed to build a new station and provide new fire apparatus.

EPS estimated the annual increase in expenditures for fire service generated by a new household, with the assumption that existing fire stations can service most of the potential growth areas within the city's current boundaries. A per household factor was used to estimate costs, as households are the best indicator of fire service needs given that fire service is most directly tied to the amount and location of new residential development. EPS estimates that each new household will increase annual costs to the department by $361 per year, as shown in **Table 9**.

Annexation of a new development into the City of Pueblo has the potential to trigger the need for another fire station. The Fire Department is already anticipating the need for a new fire station in the northwest portion of the city to accommodate growth in the area near Pueblo Boulevard and Highway 50, including potential annexations to the city north of Highway 50. Any additional large-scale annexations, especially ones in areas not immediately adjacent to the city boundaries, will likely trigger needs for additional new stations (outside of the Highway 50 and Pueblo Boulevard area).

Table 9. Pueblo Fire Cost Allocation Method and Factors

Description	2019 *Actual*	Growth Factors						
		Nexus Factor	Nexus Factor Detail		Gross Factor	Variability		Net Factor
Expenditures								
Personnel (Wages & Benefits)	$17,779,335	Per Household	45,762	$	389	88%	$	342
Operating	$985,924	Per Household	45,762	$	22	88%	$	19
Total	**$18,765,259**							
Growth Costs (New Stations)								
New Stations Needed								
Cost per New Station	**$1,000,000**							
Total Station Cost								
Total Fire Costs								

Source: Economic & Planning Systems

Table 10 provides a summary of the demand and cost to serve findings from the evaluation of the three scenarios. As shown, Scenario A generates $3.8 million in new annual expenditures, Scenario B generates $3.3 million, and Scenario C falls in the middle generating $3.6 million. Despite having the lowest capture of new housing, Scenario A produces the highest estimated increase in annual expenditures for the Fire Department. This is due primarily to the location of development and the greater share of housing (relative to commercial uses) forecast in Scenario A. As mentioned previously, large annexations to the city will likely trigger the need for a new fire station, which will significantly increase costs. Scenario A envisions growth of the city's boundaries, and so costs may be higher in this scenario than currently estimated depending where/if annexation activity

occurs. Scenario B has the lowest estimated increase in annual cost to the department. This is due to the lower amount of growth captured in Scenario B versus Scenario C. Scenario B also tries to focus new development in the core of the City of Pueblo, which is more efficient to serve with existing fire stations and apparatus.

Table 10. Pueblo Fire Department Scenario Findings

	Scenario A	Scenario B	Scenario C
Demand for Service	• Large amount of development north of the City **necessitates new station** • The location of development impacts need for station more than amount of growth	• More centralized development does not require new station	• More centralized development does not require new station
Cost to Serve	• **$3.8 million** new expenditures • Costs based on new households • Costs associated with new station personnel **($1 million/ year**) • No capital cost estimated	• **$3.3 million** new expenditures • Costs based on new households	• **$3.6 million** new expenditures • Costs based on new households

Public Works

The Department of Public Works has a budget of $7.6 million; just over two-thirds of this (68 percent) goes to personnel (wages and benefits). The department provides a variety of services, with street maintenance being most directly related to growth and new development. Currently, Public Works provides street maintenance for approximately 500 miles of paved streets.

As shown in **Table 11**, costs associated with new growth were calculated in two ways. Personnel expenses are estimated on a persons served basis, accounting for additional costs to serve both new residents and nonresident employees. Overall costs to the department are approximately $37 per person served. Operating expenses are estimated based on new lane miles associated with new development; these were estimated based on the amount of greenfield development, by type (e.g., single family, multifamily, retail, office). As shown, the department incurs a cost of approximately $4,233 dollars per lane mile.

Table 11. Pueblo Public Works Cost Allocation Method and Factors

Description	2019 *Actual*	Growth Factors					
		Nexus Factor	Nexus Factor Detail		Gross Factor	Variability	Net Factor
Expenditures							
Personnel (Wages & Benefits)	$4,544,371	Persons Served (PS)	122,620	$	37.06	100%	$ 37.06
Operating	$2,116,248	Lane Miles	500	$	4,232.50	100%	$ 4,232.50
Total	**$6,660,619**						

Source: Economic & Planning Systems

The cost to serve growth associated with each scenario is summarized in **Table 12**. There is a difference of a mere $151,000 across scenarios, with a total cost of $979,000 associated with Scenario A and $1.13 million with Scenario C. It is important to note, however, that in Scenario B and Scenario C a great deal more growth is being captured within the city, and in both scenarios the amount of greenfield development is lower, resulting in fewer miles of new road.

Table 12. Pueblo Public Works Scenario Evaluation Findings

	Scenario A	Scenario B	Scenario C
Demand for Service • Greenfield development requires new roads • Infill development served by existing infrastructure	• Smallest capture of growth in City, but greatest proportion of greenfield development • **66 miles** new road	• More growth in City, but significant infill development • **62 miles** new road	• Most growth in City, but greatest amount of infill development • **63 miles** new road
Cost to Serve • Overall maintenance costs (personnel) based on total new development • New roads (operating) based on greenfield development	• **$979,000** new expenditures • **28%** of expenditures related to new roads	• **$1.05 million** new expenditures • **25%** of expenditures related to new roads	• **$1.13 million** new expenditures • **24%** of expenditures related to new roads

Parks and Recreation

The City of Pueblo Department of Parks and Recreation has an annual budget of $6.7 million, 75 percent of which goes to personnel (wages and benefits). The department manages 682 acres of park space, as well as recreation services and programs. When new residential development occurs, a parkland requirement is imposed; while this provides the land for new park space, the capital and operating costs of that space are borne by the City. While recent developments have been creating metro districts to fund the develop and take care of maintenance of new parks, this analysis assumes that any new parkland is incorporated into the Parks and Recreation Department.

Costs to Parks and Recreation associated with new growth were broken out into two categories – personnel, which applies to all types of growth (infill and greenfield), and operating, which only applies to greenfield development (which is associated with net new park acreage). This assumes that infill development can be served through existing parkland, with an associated increase in staffing needs, while greenfield development will require additional staffing in addition to increased operations costs associated with new park space.

Table 13 outlines the expenditure factors associated with new development. Using the City's current level of park service, a factor of 14.90 acres per 1,000 households was calculated and applied to new greenfield development. As shown, this results in an average of 108 acres of new parks required because of new development. The cost to serve this growth is nearly $2,500 per acre in operating expenses, in addition to $45 per resident for personnel/staffing (applied to both greenfield and infill growth).

Table 13. Pueblo Parks and Recreation Cost Allocation Method and Factors

Description	2021 *Adopted Budget*	Growth Factors					
		Nexus Factor					
		Nexus Factor	Detail	Gross Factor		Variability	Net Factor
Expenditures							
Personnel (Wages & Benefits)	$5,031,373	Per Resident	112,251	$ 45		100%	$ 45
Operating	$1,700,565	Park Acreage	682	$ 2,493		100%	$ 2,493
Total	**$6,731,938**						
Park Acres	682						
New Development (Housing Units)	45,762	Scenario A	Scenario B	Scenario C			
Infill		638	2,018	2,679			
Greenfield/Annexation		7,333	7,153	7,242			
Total		**7,971**	**9,171**	**9,921**			
Acres per 1,000 Household	14.90						
New acreage (greenfield)		109.3	106.6	107.9			

Source: Economic & Planning Systems

Table 14 summarizes the demand and cost to serve each of the three growth scenarios. As shown, the key drivers of differentiation are the capture of growth and level of greenfield development. While the overall level of growth varies among scenarios, the cost to serve this growth for Parks and Recreation only varies by $160,000 across all scenarios. While Scenario A has more greenfield development than the other scenarios, less growth is captured within the city which leads to a lower overall cost to serve ($1.07 million annually). Scenario B and Scenario C, while having much more infill development, also have a higher capture of growth within the city which leads to a higher overall cost to serve ($1.16 million in Scenario B and $1.23 million in Scenario C).

Table 14. Pueblo Parks and Recreation Scenario Evaluation Findings

	Scenario A	Scenario B	Scenario C
Demand for Service	• Large amount of greenfield development necessitates new park acreage • **109 acres** new park space	• More development in City than Scenario A, but also more infill • **107 acres** new park space	• Highest City capture of growth, but more infill development requires less park acreage (built-out areas have sufficient park space) • **108 acres** new park space
Cost to Serve	• **$1.07 million** new expenditures • Costs based on new residents (all growth), new park space (greenfield development)	• **$1.16 million** new expenditures	• **$1.23 million** new expenditures

Net Fiscal Impact – General Fund

EPS compared the estimated annual revenues generated in each scenario to the estimated annual expenditures to estimate the net fiscal impact on the City's General Fund. **Table 15** provides a summary of the results of the evaluation. Scenario A results in a net negative impact on the General Fund of $163,000 annually. This is essentially a neutral or minimal impact. Scenarios B and C generate a net positive fiscal impact annually of over $1 million.

The estimated revenues in each scenario vary based on the capture of growth within the city, but not by location of growth. New development in greenfield areas is more costly to serve and often requires new infrastructure. Scenario A forecasts a greater capture of growth in greenfield areas.

Table 15. City of Pueblo General Fund Net Fiscal Impact by Scenario

Description	Nexus Factor	Scenario A Scenario Growth	Scenario B Scenario Growth	Scenario C Scenario Growth
GENERAL FUND REVENUES				
General Taxes				
Property Tax	Case Study	$3,318,591	$3,894,243	$4,537,271
Sales Tax	Case Study	$4,048,279	$4,577,680	$4,995,182
Other Taxes[1]	Persons Served (PS)	$1,640,788	$1,852,393	$2,017,627
Licenses & Permits	Persons Served (PS)	$156,879	$177,111	$192,909
Marijuana - County Revenue Share	Per Resident	$105,805	$118,358	$127,546
Charges for Services	Persons Served (PS)	$737,046	$832,099	$906,323
Fines & Forfeitures	Persons Served (PS)	$182,327	$205,841	$224,202
Total GF Revenues		**$10,189,715**	**$11,657,725**	**$13,001,062**
OTHER REVENUES				
Highway User Tax Fund	Case Study	$855,847	$984,691	$1,065,218
Total Other Revenues		**$855,847**	**$984,691**	**$1,065,218**
Total Revenue		**$11,045,562**	**$12,642,416**	**$14,066,280**
GENERAL FUND EXPENDITURES				
General Government	Persons Served (PS)	$313,957	$354,447	$386,063
Housing & Citizen Services	Per Resident	$52,370	$58,583	$63,131
Law	Persons Served (PS)	$142,178	$160,514	$174,832
Municipal Court	Persons Served (PS)	$177,958	$200,909	$218,830
Planning & Development	Persons Served (PS)	$156,391	$176,560	$192,309
Fire	Case Study	$3,876,372	$3,309,397	$3,580,038
Parks & Recreation	Case Study	$1,070,787	$1,158,812	$1,231,441
Police	Case Study	$3,392,007	$3,829,458	$4,171,048
Public Works	Case Study	$979,429	$1,054,526	$1,128,124
Non-Departmental	Persons Served (PS)	$1,047,045	$1,182,078	$1,287,520
Total Expenditures		**$11,208,494**	**$11,485,283**	**$12,433,336**
NET BALANCE		($162,932)	$1,157,133	$1,632,945

Source: Economic & Planning Systems

EPS identified some major considerations related to the type of development and the scenarios that were used to develop plan policies. These findings are summarized below.

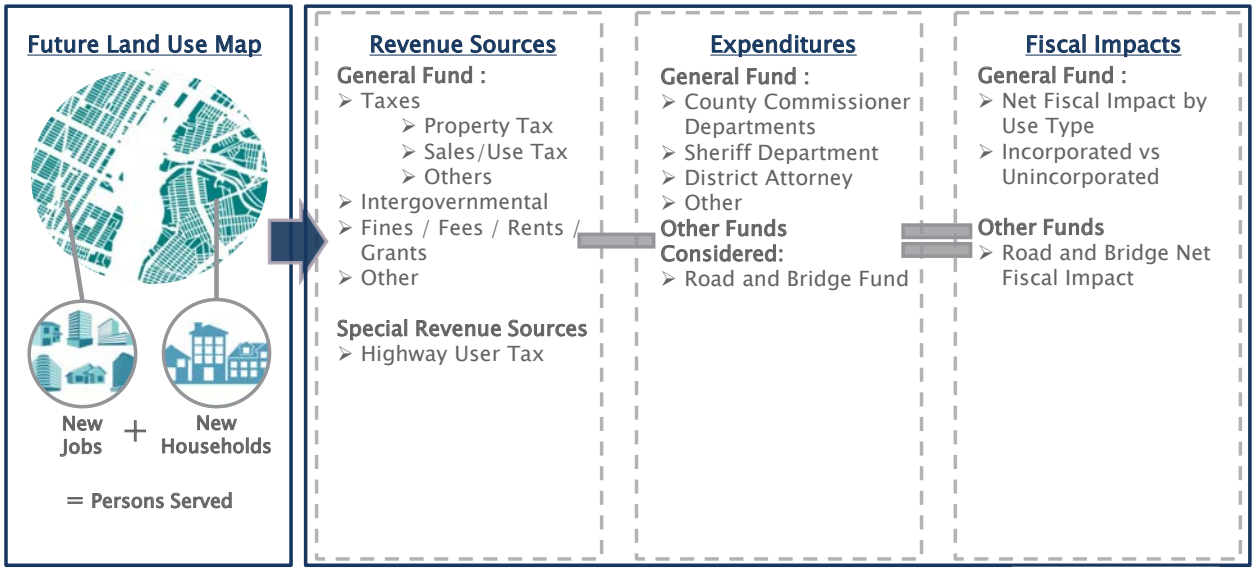
- The type of residential development (single family detached vs. single family attached vs. multifamily) has varying impacts on fiscal balance. While single family homes produce more revenue on average, they tend to generate greater costs due to the low density of the development (i.e., increase roadway maintenance) and are less efficient to serve.
- Nonresidential uses most often help support fiscal health. The capture of these uses in the City of Pueblo is most beneficial for the region. Generally, fiscal health of the community is best when the capture of residential and nonresidential uses is balanced.
- The location of new development creates differing fiscal impacts. Greenfield areas need new infrastructure that increases the network of infrastructure to maintain. The City of Pueblo has existing service capacity within undeveloped portions of the city, which are already served and can more efficiently serve new residents and businesses. Annexation most often triggers significant increases in cost when annexation areas are not able to be served by existing facilities (e.g., fire stations, police station).

4. Pueblo County

This chapter details the approach and results of modeling the fiscal impact of residential and nonresidential development on the General Fund and Road and Bridge Fund for Pueblo County. It provides an overview of the components of the General Fund that are impacted by new development, outlines the approach to modeling the impact of growth on both funds, and reports on findings of the fiscal impact analysis.

A summary of the approach used for Pueblo County is provided in **Figure 2**. This figure identifies the major General Fund revenues and expenditures that were analyzed, as well as any specific revenue sources or enterprise/business type funds that may be impacted by growth.

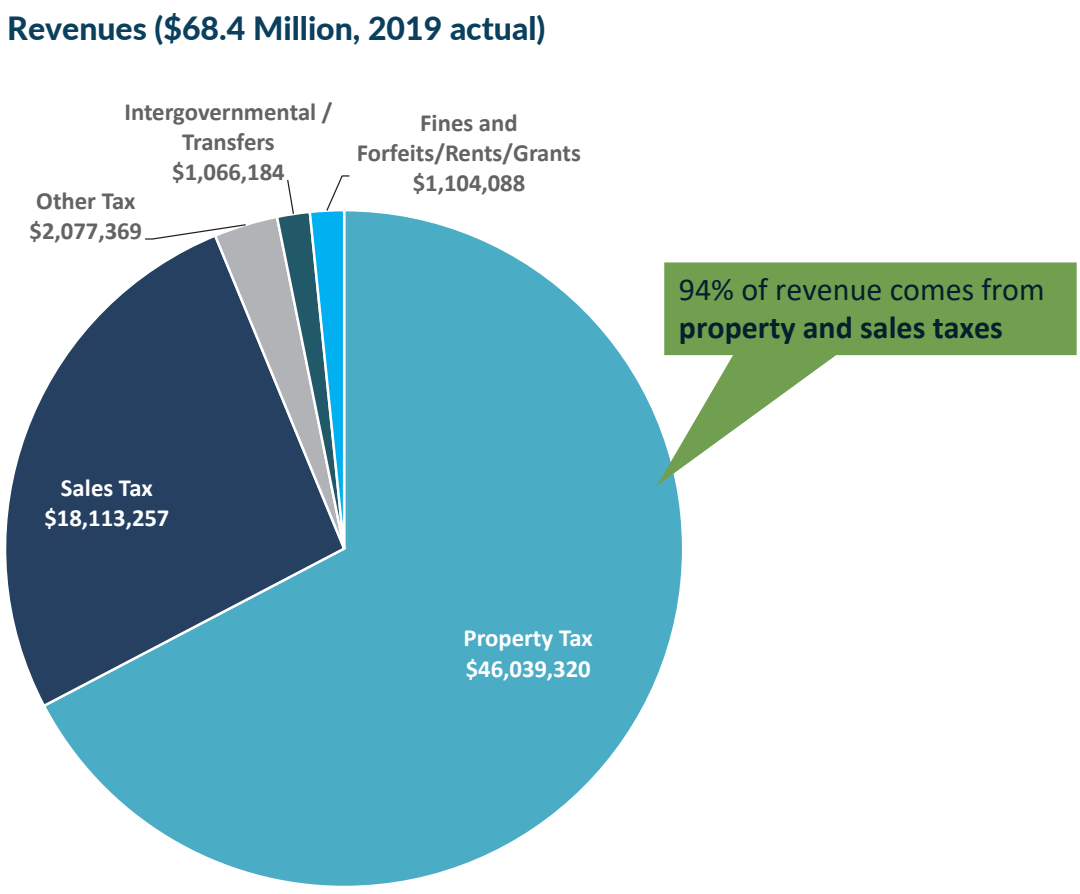
Figure 5. Pueblo County Fiscal Impact Model Approach Summary



Revenues

This section summarizes the major revenue sources for the General Fund and outlines the approach to modeling the fiscal impact of growth on each revenue source. There are five categories of revenues within the General Fund and the amount of revenue per source is shown in **Figure 3**. Property Tax is the largest revenue category, accounting for 67 percent of General Fund in 2019 ($46 million). Sales Tax is the second largest revenue category, at $18 million or 21 percent of General Fund revenue. These two revenue streams were modeled using the case study approach. The remaining revenue categories were modeled using average revenue factors.

Figure 6. Pueblo County General Fund Revenues, 2019



Property Tax

The per-unit property tax revenues generated are summarized in **Table 16**. As shown, for residential uses the single family detached housing product types (Pueblo Ranch and Traditional Single Family) generate the highest per-unit revenue ($423). For commercial development, retail and service/hospitality uses generate the greatest amount of property tax on a square footage basis, at $1.37 per square foot, while industrial uses generate only $0.51. However, industrial uses will tend to be larger, and thus may generate a similar amount of tax revenue on a per-property basis.

Based on these tax generation factors, a growth scenario with more single family detached housing will generate more property tax revenue, as this housing type has the highest property value and thus generates the highest level of property taxes. However, as the rest of the model will show, it is important to consider the costs to serve various types of growth as well to get a comprehensive picture of the net fiscal impact on the city of new development.

Table 16. Pueblo County Property Tax Revenue per Unit

Description	Market Value per Unit/Sq. Ft.	Assessment Ratio	Assessed Value per Unit	Mill Levy	Revenue Per Unit
Residential					
Pueblo Ranch	$250,000	7.15%	$17,875	23.646	$423
Suburban Single Family	$250,000	7.15%	$17,875	23.646	$423
Attached	$200,000	7.15%	$14,300	23.646	$338
Multifamily	$150,000	7.15%	$10,725	23.646	$254
Total Residential					
Commercial					
Retail	$200	29.00%	$58	23.646	$1.37
Service/Hospitality	$200	29.00%	$58	23.646	$1.37
Office/Institutional	$150	29.00%	$44	23.646	$1.03
Industrial/Flex	$75	29.00%	$22	23.646	$0.51
Heavy Industry/Land Based	$75	29.00%	$22	23.646	$0.51
Total Commercial					
Total Property Tax					

Source: Economic & Planning Systems

Sales Tax

EPS developed a retail sales flow mode to estimate the portion of retail sales generated by residents, nonresident employees, and visitors to the County. The retail sales flow model uses average household incomes and per employee spending factors to estimate the potential spending on retail goods generated by residents and workers in the County. The potential retail spending is distributed by retail store category based on the US Census of Retail Trade (2017) for Colorado. The retail spending expenditure potential was then compared to actual sales per store category (3- and 4-digit retail trade NAICS categories) to determine what portion of sales Pueblo County captures comes from residents, nonresident workers, and visitors. EPS estimates that Pueblo County residents account for approximately 68 percent of sales made anywhere in the County. Nonresident workers account for approximately 24 percent, and visitors to the community contribute 8 percent.

EPS estimated annual retail spending per resident and per nonresident employee/worker using the retail sales flow model. The city's 0.8 percent sales tax rate for the General Fund was then applied to the sales per category to estimate the amount of sales tax revenue an average person or nonresident worker will generate annually. Each new resident is estimated to generate $10,990 in annual sales tax from retail spending and each new nonresident worker is estimated to generate $3,954 in annual sales tax revenue, as shown **Table 17**.

Table 17. Pueblo County Resident and Employee Retail Sales Factors

Description	Residents Sales Per Capita	Non-Resident Employees Sales Per Capita
Total Residents/Employees (2020)	112,251	16,427
Convenience Goods		
Food and Beverage Stores	$3,419	$575
Health and Personal Care	$526	$616
Total Convenience Goods	**$3,944**	**$1,192**
Shopper's Goods		
General Merchandise	**$2,003**	**$810**
Other Shopper's Goods		
Clothing & Accessories	$448	$204
Furniture & Home Furnishings	$381	$0
Electronics & Appliances	$292	$175
Sporting Goods, Hobby, Book, & Music Stores	$302	$219
Miscellaneous Retail	$533	$408
Subtotal	**$1,955**	**$1,006**
Total Shopper's Goods	**$3,958**	**$1,816**
Eating and Drinking	**$2,049**	**$946**
Building Material & Garden	**$1,038**	**$0**
Total Retail Goods	**$10,990**	**$3,954**

Source: Economic & Planning Systems

Property and Sales Tax Findings

The estimated revenue per scenario from property tax and sales tax is summarized in **Table 18.** Countywide, the amount and mixture of growth is the same in all scenarios and therefore produces the same revenue in all three scenarios.

Table 18. Pueblo County Property and Sales Tax Evaluation Findings

	Scenario A	Scenario B	Scenario C
Property Tax • Based on property values of new development but not on location • Revenues same for all scenarios	• **$10.9 million** new revenue	• **$10.9 million** new revenue	• **$10.9 million** new revenue
Sales Tax • Based on per-capita spending factors for new residents, new non-resident employees • Same amount of growth in all scenarios generates same sales tax in the County • Applies County's 1% sales tax rate	• **$3.2 million** new revenue	• **$3.2 million** new revenue	• **$3.2 million** new revenue

Other General Fund Revenues

Most other revenue sources are estimated using average revenue factors based on the relevant nexus factor. Factors are calculated based on FY19 General Fund actuals and 2019 (or the most recent) demographic data, and then applied to scenario growth to determine total revenue. The other major revenue sources include Use Tax (per person approach), Tobacco Tax (per person approach), other taxes (not estimated/no nexus to growth), Intergovernmental revenues (not estimated/no nexus to growth), Fines and Forfeits/Rents/Grants (not estimated/ no nexus to growth), and transfers (not estimate). New residential units generate between $437 and $639 per new unit annually, as shown in **Table 19**. Nonresidential uses in total generate between $0.57 to $1.48 per square foot of new building space annually.

Table 19. Pueblo County General Fund Revenue Factors

			Per Unit Factors				Per Sq Ft Factors				
	2019 Budget	Approach	Pueblo Ranch	Traditional Single Family	Attached	Multifamily	Retail	Service / Hospitality	Office / Institutional	Industrial / Flex	Heavy Industry / Land Based
On-going General Fund Revenues											
Taxes											
Property Tax	$46,039,320	Case Study	$422.68	$422.68	$338.14	$253.61	$1.37	$1.37	$1.03	$0.51	$0.51
Sales Tax	$18,113,257	Case Study	$193.41	$193.41	$163.99	$163.99	$0.08	$0.08	$0.13	$0.07	$0.04
Use Tax	$1,957,627	Per Person	$22.02	$22.02	$18.67	$18.67	$0.03	$0.03	$0.04	$0.02	$0.01
Tobacco Tax	$40,709	Per Person	$0.46	$0.46	$0.39	$0.39	$0.00	$0.00	$0.00	$0.00	$0.00
Other	$79,033	No Nexus	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Taxes Subtotal	**$66,229,946**		**$638.57**	**$638.57**	**$521.20**	**$436.66**	**$1.48**	**$1.48**	**$1.21**	**$0.60**	**$0.57**
Intergovernmental	$427,030	No Nexus	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Fines and Forfeits/Rents/Grants	$1,104,088	No Nexus	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Transfers	$639,154	No Nexus	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Total On-going Revenues			**$638.57**	**$638.57**	**$521.20**	**$436.66**	**$1.48**	**$1.48**	**$1.21**	**$0.60**	**$0.57**

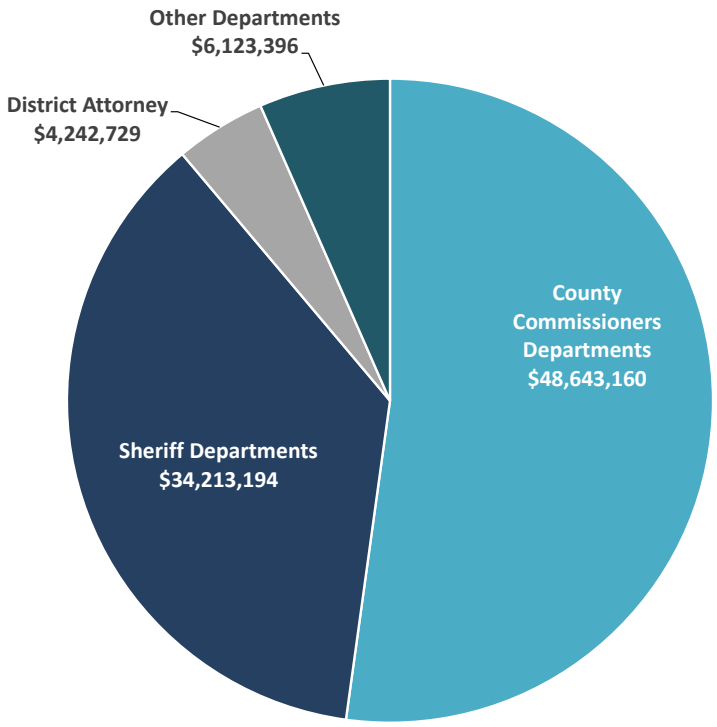
Source: Pueblo County, Economic & Planning Systems

Expenditures

This section summarizes the major expenditure sources for the Pueblo County's General Fund, outlines the approach to modeling the fiscal impact of growth on each expenditure source, and reports the results of the fiscal impact modeling.

There are three major categories of expenditures within the General Fund, as shown in **Figure 7**. The County Commissioners' departments include all the departments that provide administrative services and government services for the county. These departments account for 52 percent of the county's General Fund expenditures. The public safety category includes the Sheriff's Department and the District Attorney. These two departments account for 42 percent of the county budget. Lastly, the Other General Fund category includes budgets for elected county positions and departments including the County Clerk, County Treasurer, elections, County Assessor, and others.

Figure 7. Pueblo County General Fund Expenditures, 2019



General Fund Expenditures

Evaluating the impact of new development on county's is often approached differently than a city. Unlike a city, some county services and functions only serve the unincorporated portion of the county while others may serve all residents of a county regardless of if they live in a city or not. Attributing costs based on the service population is the primary approach to understanding the fiscal impact on counties from new development. Each specific department and expenditure items in the three major expenditure categories were assessed to determine if are directly impacted by new development and if they provide a service to the "Entire County" or just to the "unincorporated" portion of the County. Three groupings were made to determine how to allocate costs. The Entire County group are costs associated to all new residents and nonresident employees to the county regardless of their location. The Unincorporated group includes costs for services that are provided just to residents and businesses within the unincorporated portion of the county. Lastly, the indirect group are costs that are not impacted or indirectly impacted by growth and the geographic location of residents or businesses is not a factor.

Table 20 provides a summary of the expenditures, program revenues, and development related costs for the three major General Fund categories. It also summarizes the cost attributed to residents in the Entire County, indirect costs to all residents, and costs attributed to unincorporated residents. Using the growth scenarios, these cost factors are applied to new development based on its location within or outside of the City of Pueblo. Growth outside the City of Pueblo has the per capita cost from all three groups attributed, which totals $362 per resident or nonresident worker. New development in the City of Pueblo only has the Entire County and Indirect costs attributed to it, which totals $229 per resident or nonresident employee.

Table 20. Pueblo County General Fund Expenditures – Nexus to Growth and Variability

	Expenditures	Program Revenue	Net	Development Related Cost	Per Capita Cost
General Fund					
County Commissioner Departments	$48,643,160	$12,156,855	$36,486,305	$16,389,598	$99.03
Sheriff Departments and District Attorney	$38,455,923	$9,035,117	$29,420,806	$29,729,305	$250.20
Other General Fund	$6,123,396	$5,173,776	$949,620	$2,401,550	$13.01
Subtotal	**$93,222,479**	**$26,365,748**	**$66,856,731**	**$48,520,452**	**$362.24**
Total by Type					
Entire County	**$45,245,768**	**$10,630,790**	**$34,614,978**	**$34,614,978**	**$192.64**
Indirect	**$39,395,515**	**$14,947,143**	**$24,448,372**	**$6,112,093**	**$36.67**
Unincorporated	**$8,581,196**	**$787,815**	**$7,793,381**	**$7,793,381**	**$132.94**

Source: Pueblo County 2021 Budget; Economic & Planning Systems

County Commissioner Departments

The location of service grouping and modeling approach for all departments and expenditure items in the County Commissioners Departments category are shown in **Table 21**. These departments' net expenditures (expenditures minus program revenues) and the associated modeling methodology result in a cost per new resident or nonresident employee of $99.03, of which only $2.35 is associated with unincorporated development. Most of these departments provide services to all residents in the County.

Table 21. County Commissioners' Departments Method and Factors

Name of Program	Expenditures	Program Revenue	Net	Location of Service	% Development Related	Development Related Cost	Approach	Factor
County Commissioners	$922,409	$0	$922,409	Indirect	25%	$230,602	Per Person Served	$1.37
County Manager	$0	$0	$0	Indirect	25%	$0	Per Person Served	$0.00
Other Administration	$16,346,741	$932,699	$15,414,042	Indirect	25%	$3,853,511	Per Person Served	$22.92
County Attorney	$1,364,472	$171,278	$1,193,194	Entire County	100%	$1,193,194	Per Person Served	$7.10
Office of Budget	$673,386	$10	$673,376	Indirect	25%	$168,344	Per Person Served	$1.00
Purchasing	$188,279	$14,383	$173,896	Indirect	25%	$43,474	Per Person Served	$0.26
Human Resources	$588,086	$64,094	$523,992	Indirect	25%	$130,998	Per Person Served	$0.78
Planning and Development	$363,384	$225,493	$137,891	Unincorporated	100%	$137,891	Per Person Served	$2.35
P&D Marijuana	$437,955	$1,632,280	$1,194,325	Entire County	100%	$1,194,325	Per Person Served	$7.10
Marijuana Impacts	$3,269,912	$2,822,667	$447,245	Entire County	100%	$447,245	Per Person Served	$2.66
Information Technology / Information Systems	$2,397,679	$200,020	$2,197,659	Indirect	25%	$549,415	Per Person Served	$3.27
Fleet/Equipment Managemenet	$2,976,615	$1,300,000	$1,676,615	Entire County	100%	$1,676,615	Per Person Served	$9.97
Facilities	$3,655,704	$520,083	$3,135,621	Indirect	25%	$783,905	Per Person Served	$4.66
Facilities - Recreation	$359,273	$100,264	$259,009	Entire County	100%	$259,009	Per Person Served	$1.54
Facilities - Runyon Field	$0	$0	$0	Indirect	25%	$0	Per Person Served	$0.00
Facilities Parks	$271,919	$165,000	$106,919	Entire County	100%	$106,919	Per Person Served	$0.64
Utilities	$1,763,412	$0	$1,763,412	Indirect	25%	$440,853	Per Person Served	$2.62
GIS/Economic Development	$489,058	$29,971	$459,087	Indirect	25%	$114,772	Per Person Served	$0.68
Correctional Services	$2,445,126	$2,114,728	$330,398	Entire County	100%	$330,398	Per Person Served	$1.97
Pueblo LEAD	$367,766	$391,313	$23,547	Indirect	25%	$5,887	Per Person Served	$0.04
Pretrial Services	$660,341	$6,350	$653,991	Indirect	25%	$163,498	Per Person Served	$0.97
Intergovernmental/Community Health	$357,864	$95,228	$262,636	Entire County	100%	$262,636	Per Person Served	$1.56
CSU Extension	$924,670	$422,319	$502,351	Indirect	25%	$125,588	Per Person Served	$0.75
Economic Development Tax Incentives	$6,914,029	$924,175	$5,989,854	Entire County	100%	$5,989,854	Per Person Served	$35.63
Aid to Other Entities	$399,321	$0	$399,321	Indirect	25%	$99,830	Per Person Served	$0.59
CSAC	$505,759	$24,500	$481,259	Entire County	100%	$481,259	Per Person Served	$2.86
General Fund Transfers	$0	$0	$0	N/A	0%	$0		$0.00
County Commissioner Total	**$48,643,160**	**$12,156,855**	**$36,486,305**		**34%**	**$16,389,598**		**$99.03**
Total by Type								
Entire County	**$18,902,924**	**$9,350,120**	**$9,552,804**	Entire County		**$9,552,804**		**$56.82**
Indirect	**$29,376,852**	**$2,581,242**	**$26,795,610**	Indirect		**$6,698,903**		**$39.85**
Unincorporated	**$363,384**	**$225,493**	**$137,891**	Unincorporated		**$137,891**		**$2.35**

Source: Pueblo County 2021 Budget; Economic & Planning Systems

Public Safety

The location of service grouping and modeling approach for all departments and expenditure items in the Public Safety category are shown in **Table 22**. This category includes the Sheriff's department and District Attorney. The expenditure items result in a mixture of services provided to the entire county and to just the unincorporated portions of the County. The Sheriff's department provides public safety and police services to the unincorporated portion of the county. The Sheriff, among many functions, also provides base level fire protection services within the county and in some cases are the only fire service available to residents that are not in a city or fire protection district. These departments' net expenditures and the associated modeling methodology result in a cost per new resident or nonresident employee of $250, of which $131 is associated with unincorporated development.

Table 22. County Public Safety Departments Method and Factors

Name of Program	Expenditures	Program Revenue	Net	Location of Service	% Development Related	Development Related Cost	Per Capita Cost
Sheriff Department							
Law Enforcement	$7,416,114	$562,322	$6,853,792	Unincorporated	100%	$6,853,792	$116.91
Detention	$18,820,061	$731,387	$18,088,674	Entire County	100%	$18,088,674	$98.02
Communication Center	$801,698	$0	$801,698	Unincorporated	100%	$801,698	$13.67
Emergency Preparedness	$380,603	$0	$380,603	Entire County	100%	$380,603	$2.06
Various Grants	$2,747,882	$2,442,885	$304,997	Indirect	25%	$76,249	$0.41
Chemical Stockpile Emergency Preparedness Program	$4,046,836	$4,902,836	$856,000	Indirect	25%	$214,000	$1.16
Sheriff Department	**$34,213,194**	**$8,639,430**	**$25,573,764**		**76%**	**$25,987,016**	**$229.92**
District Attorney							
District Attorney	$3,934,379	$227,008	$3,707,371	Entire County	100%	$3,707,371	$20.09
District Attorney Grants	$308,350	$168,679	$139,671	Indirect	25%	$34,918	$0.19
District Attorney Total	**$4,242,729**	**$395,687**	**$3,847,042**		**88%**	**$3,742,289**	**$20.28**
Total by Type							
Entire County	**$23,135,043**	**$958,395**	**$22,176,648**	Entire County		**$22,176,648**	**$120.17**
Indirect	**$7,103,068**	**$7,514,400**	**$411,332**	Indirect		**$102,833**	**$0.56**
Unincorporated	**$8,217,812**	**$562,322**	**$7,655,490**	Unincorporated		**$7,655,490**	**$130.58**

Source: Pueblo County 2021 Budget; Economic & Planning Systems

Other County Departments

The location of service grouping and modeling approach for all departments and expenditure items in the Other County Departments category are shown in **Table 23**. These departments' net expenditures (expenditures minus program revenues) and the associated modeling methodology result in a cost per new resident or nonresident employee of $13, all of which are applied to the entire county.

Table 23. Other County Departments Method and Factors

Name of Program	Expenditures	Program Revenue	Net	Location of Service	% Development Related	Development Related Cost	Per Capita Cost
Other Departments							
County Clerk	$1,959,012	$2,695,524	$736,512	Indirect	25%	$184,128	$1.00
Election	$731,891	$305,967	$425,924	Entire County	100%	$425,924	$2.31
County Assessor	$1,667,630	$1,099	$1,666,531	Entire County	100%	$1,666,531	$9.03
County Treasurer	$942,262	$2,155,977	$1,213,715	Indirect	25%	$303,429	$1.64
Public Trustee	$0	$0	$0	Indirect	0%	$0	$0.00
Coroner	$808,280	$15,209	$793,071	Entire County	100%	$793,071	$4.30
Surveyor	$14,321	$0	$14,321	Indirect	25%	$3,580	$0.02
Other Total	**$6,123,396**	**$5,173,776**	**$949,620**			**$2,401,550**	**$13.01**
Total by Type							
Entire County	**$3,207,801**	**$322,275**	**$2,885,526**	Entire County		**$2,885,526**	**$15.64**
Indirect	**$2,915,595**	**$4,851,501**	**$1,935,906**	Indirect		**$483,977**	**$2.62**
Unincorporated	**$0**	**$0**	**$0**	Unincorporated		**$0**	**$0.00**

Source: Pueblo County 2021 Budget; Economic & Planning Systems

Road and Bridge Fund

A separate fiscal model was built for the Road and Bridge Fund for Pueblo County. The model compares revenues to expenditures to develop a net fiscal impact of new development on this fund specifically. The Road and Bridge Fund generates $14.7 million annually from nine primary revenue sources, shown in **Table 24.** The major revenue sources are the State's Highway User Tax Fund, Property Tax, and Sales Tax. The revenue from property tax and sales tax were calculated using the same methodology as the county's General Fund but using the Road and Bridge Funds dedicate property tax mill levy (0.929 mills) and sales tax rate (0.2%). The Highway User Tax revenue is based on the growth of housing units in the county, which is the best approximation to the allocation of these funds from the State. The other revenues use a per persons served approach.

The Road and Bridge Fund has total expenditures in 2019 of $11.5 million. The major expenditure items include salaries and benefits for employees of the county, road repair and maintenance services, road repair and maintenance supplies, and capital roadway improvements. A per persons served approach was used for all the expenditures except road repair and maintenance services and capital improvements.

Table 24. County Road and Bridge Fund Revenue and Expenditure Factors

Description	Actual 2019	Approach	Variability	Factor
Revenues				
Property Tax	1,628,835	Case Study - Property Tax	100%	---
Specific Ownership Tax	176,034	Per Person Served	100%	$0.95
Sales Tax	3,602,876	Case Study - Sales Tax	100%	---
Permit Fees	4,225	Per Person Served	100%	$0.02
Grants	1,746,237	Not Modeled	0%	---
Fees	286,205	Per Person Served	100%	$1.55
Highway User Tax	6,274,561	Per Housing Unit	100%	$94.04
Impact Fees	2,952	Per Person Served	100%	$0.02
Other	126,544	Per Person Served	100%	$0.69
Transfers	872,690	Not Modeled	0%	---
Total Revenues	**14,721,159**			
Expenditures				
Salaries and Benefits	3,975,421	Per Person Served	100%	$21.54
Supplies	1,312,654	Per Person Served	100%	$7.11
Services	366,643	Per Person Served	100%	$1.99
Maintenance/Repair	1,477,391	Case Study - Street Miles	100%	$1,226
Rental	23,775	Per Person Served	100%	$0.13
Other	118,395	Per Person Served	100%	$0.64
Capital Improvements	4,235,128	Case Study - Street Miles	100%	$3,515
Expenses	**11,509,407**			

Source: Pueblo County 2021 Budget Book; Economic & Planning Systems

A per lane mile approach was used to estimate the expenditures for roadway repair and maintenance and for capital improvements. New development will add additional lane miles that need to be repair, maintained, and ultimately replaced/reconstructed. The amount of new lane miles a new housing unit (by housing type) or new nonresidential building (by type) will be generated was estimated based on existing conditions in the county. The estimated increase in lane miles to maintain in each Scenario is provided in **Table 25.** Scenario A is estimated to generate 82 new lane miles, Scenario B 73 new lane miles, and 66 new lane miles in Scenario C.

Table 25. County Road and Bridge Fund Case Study Methodology

Description	*Factor*	Scenario A		Scenario B		Scenario C	
		New Units	New Lane Miles	New Units	New Lane Miles	New Units	New Lane Miles
New Development	Lane Miles/Unit						
Residential							
Pueblo Ranch	0.014	3,656	50	3,656	50	3,656	50
Traditional Single Family	0.010	757	7	757	7	757	7
Attached	0.006	757	4	757	4	404	2
Multifamily	0.004	1,615	6	404	2	0	0
Commercial							
Retail	0.0000050	690,044	3	552,035	3	262,874	1
Service/Hospitality	0.0000039	519,223	2	415,378	2	197,799	1
Office/Institutional	0.0000036	394,569	1	295,927	1	197,285	1
Industrial/Flex	0.0000056	771,104	4	440,631	2	330,473	2
Heavy Industry/Land Based	0.0000056	447,860	3	223,930	1	223,930	1
Total New Lane Miles			**82**		**73**		**66**

Source: Economic & Planning Systems

Net Fiscal Impact

EPS compared the estimated annual revenues generated in each scenario to the estimated annual expenditures to estimate the net fiscal impact on the city's General Fund and Road and Bridge Fund. **Table 26** provides a summary of the results of the evaluation. Scenario A results in a net positive impact on the General Fund of $2.1 annually but has the highest net negative impact on the Road and Bridge Fund of $860,000 annually. Scenario C has the most positive impact with a $3 million net positive fiscal impact on the General Fund and a net negative fiscal impact on the Road and Bridge Fund or $527,000.

All three scenarios have the same estimated revenue as revenue sources were not deemed to be impacted by the new development being in incorporated or unincorporated settings. Scenario A has a higher capture of new development in the unincorporate portions of the county (including in Pueblo West) and results in higher expenditure costs. One notable impact on the Road and Bridge Fund is that greater capture of new development in the City of Pueblo and Pueblo West will result in a reduced share of revenues from the Highway User Tax allocation from the State.

Table 26. Pueblo County General Fund Net Fiscal Impact by Scenario

Description	Scenario A Scenario Growth	Scenario B Scenario Growth	Scenario C Scenario Growth
GENERAL FUND REVENUES			
Property Tax	$10,866,671	$10,866,671	10,866,671
Sales Tax	$3,160,712	$3,160,712	$3,160,712
Use Tax	$450,274	$450,274	$450,274
Tobacco Tax	$9,363	$9,363	$9,363
Other	$0	$0	$0
Intergovernmental	$0	$0	$0
Fines and Forfeits/Rents/Grants	$0	$0	$0
Transfers	$0	$0	$0
Total Revenue	**$14,487,020**	**$14,487,020**	**$14,487,020**
GENERAL FUND EXPENDITURES			
County Commissioner Departments	$4,150,453	$4,140,875	$4,133,315
Sheriff Departments and District Attorney	$7,693,987	$7,162,250	$6,742,528
Other General Fund	$552,380	$552,380	$552,380
Total Expenditures	**$12,396,820**	**$11,855,506**	**$11,428,224**
General Fund NET FISCAL BALANCE	**$2,090,200**	**$2,631,515**	**$3,058,796**
Road and Bridge NET FISCAL BALANCE	**$859,855**	**$587,950**	**$526,743**

Source: Economic & Planning Systems

EPS identified some major considerations related to the type of development and the scenarios that were used to develop plan policies specific to Pueblo County. These findings are summarized below.

- The varying amounts of development capture in and out of the unincorporated portions of the county within the three scenarios do not result in major fiscal health constraints. As well, the mixture of uses does not appear to greatly impact fiscal health either. The County should advocate for locating new development in areas that are best suited to support new development and have existing services and infrastructure in place.
- It is significantly more beneficial fiscally for the county to encourage development into incorporated cities. This is also true in terms of capture of growth within established metro districts. “Urban” level development in the county outside of a metro district generates costs that are much greater than the associated revenues generated to serve these areas. From a fiscal health perspective, the county should encourage new development within the incorporated cities/towns (e.g., the City of Pueblo) or into areas that are provide services through a metro district. (e.g., Pueblo West or Colorado City).

New Community Impact

Pueblo County and the City of Pueblo have had to consider the potential of adding a major new community (e.g., a large master planned development) in the unincorporated portions of the county that would need to be either supported by a special district or annexed into the City of Pueblo. The most realistic opportunity is the development of a project in the northern portion of the county along I-25. There have been previous projects planned for this area (Pueblo Springs) that never materialized but have brought to attention the need for the City and County to have policy in place to address these requests.

Pueblo County has existing policy within Title 17-Divison II-Chapter 17.160 of the County Code that addresses the development of new communities. The requirements for consideration of these projects are summarized below.

- Threshold of 2,500 new residents and/or 200 acres of contiguous nonresidential uses
- There is sufficient existing and projected need/demand for the project
- All environmental impacts will be mitigated or compensated for
- Will not conflict with surrounding land uses
- Will provide for transportation, waste and sewage disposal, water, schools, parks and recreation, and other services deemed necessary
- Will not make demands upon natural resources, including, but not limited to, energy resources

- Benefit to the residents of the county and region
- The proposed activity does not conflict with the Comprehensive Plan of the City and County of Pueblo

The Comprehensive Plan provides additional policies and guidance for consideration of this type of development in the county or through annexation into the city. To support this policy, EPS evaluated and considered the fiscal impacts of this type of development. EPS assumed a project that met the threshold requirements for the county of at least 2,500 new residents and 200 acres of nonresidential development would be built a significant distance north of the City of Pueblo's boundary (approximately five miles). The impacts were identified for both a major annexation to the city or an unincorporated development supported by a Title 32 Special or Metropolitan District. The findings of this evaluation are summarized in **Table 27**.

Table 27. New Community Fiscal Impacts

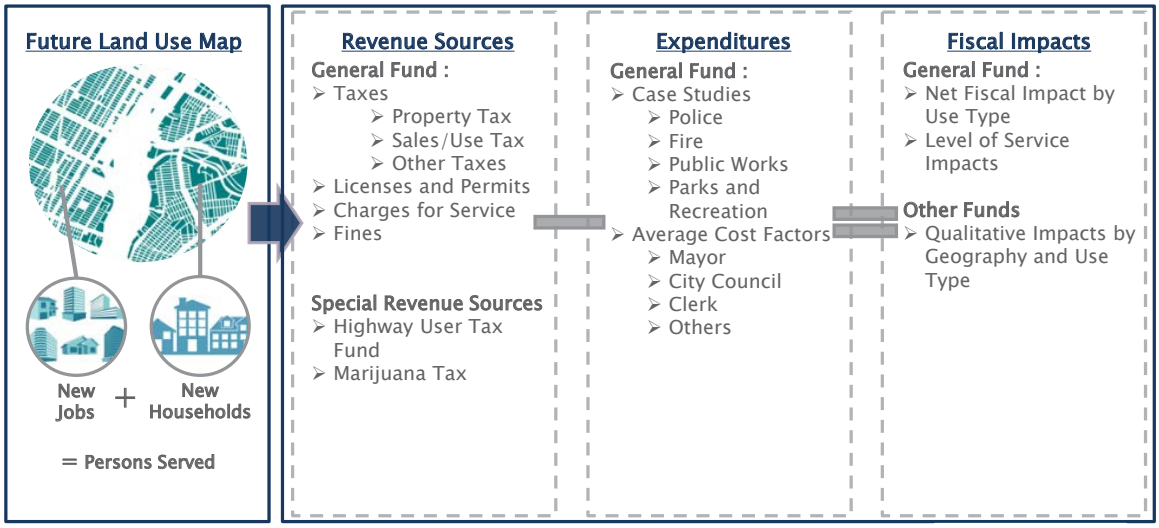
Governance Option	Estimated Annual Added Cost	Streets & Roads	Fire	Public Safety	Other Utilities and Services
Annexation into City of Pueblo	• $1.23 million+ in addition to Scenario A • Scenario A will have greater negative impact	• Improvement of Overton Road from City north for 5+ miles likely needed • Cost per mile for maintenance approx. $4,000 to $4,500 annually	• A new fire station will be needed • Capital cost of station over $2.5 million • $1 million in annual operating costs (in addition to Scenario A estimate)	• Likely to require a police sub-station or alternative policing approach that is not estimated in model	• Wastewater main needed to connect to City system (developer's cost) • May also require private treatment facility, which would not be City's responsibility
New Metropolitan District	• $22,500+ impact on Road and Bridge Fund • Scenario A less positive for County	• Improvement of Overton Road from City north for 5+ miles likely needed • Cost per mile for maintenance approx. $4,000 to $4,500 annually	• No fire protection district • New district or provider needed	• Likely require incremental increase in sheriff services and capacity to serve area	• Addressing wastewater challenges are same with a district but more challenging without city as partner

5. Pueblo West Metro District

This chapter details the approach and results of modeling the fiscal impact of residential and nonresidential development on the General Fund for the Pueblo West Metropolitan District (Pueblo West). It provides an overview of the components of the General Fund that are impacted by new development, outlines the approach to modeling the impact of growth, and reports on findings of the fiscal impact analysis.

A summary of the approach used for Pueblo West is provided in **Figure 8**. This figure identifies the major General Fund revenues and expenditures that were analyzed that may be impacted by growth.

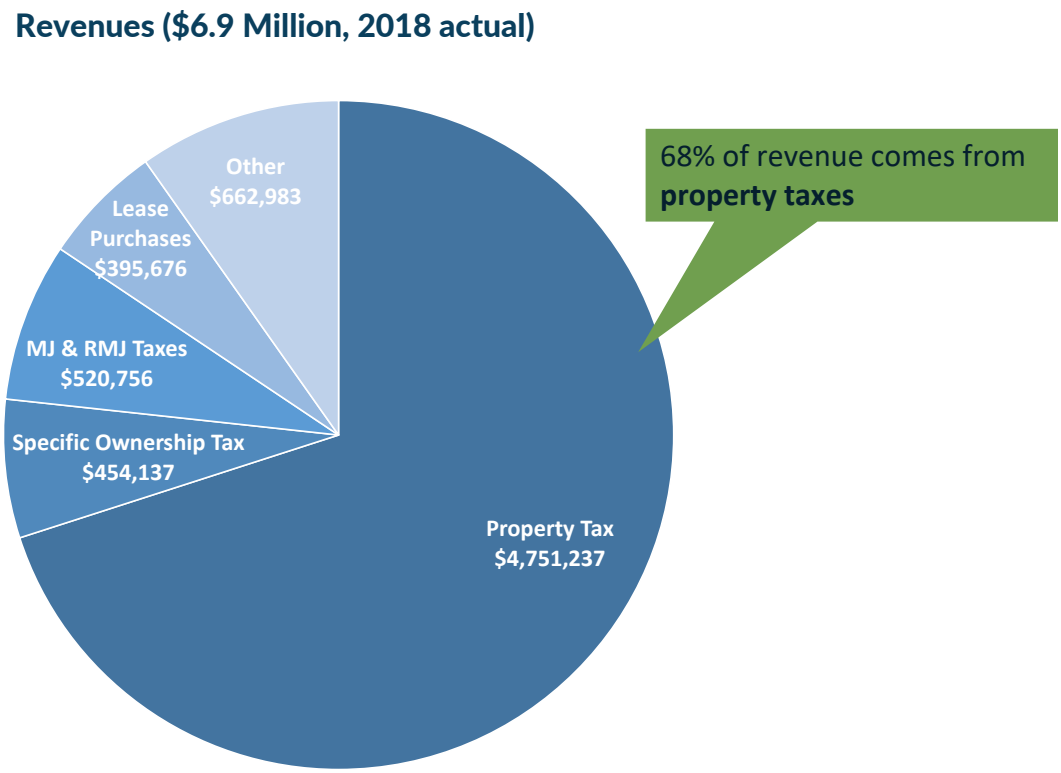
Figure 8. Pueblo West Fiscal Impact Model Approach Summary



Revenues

This section summarizes the major revenue sources for the General Fund and outlines the approach to modeling the fiscal impact of growth on each revenue source. There are five major categories of revenues within the General Fund, as shown in **Figure 9**. Property Tax is the largest revenue category, accounting for 68 percent of General Fund revenue in 2019 ($4.4975 million). No other revenue source produces more than $1 million annually in revenue.

Figure 9. Pueblo West General Fund Revenues, 2019



Property Tax

The per-unit property tax revenues generated are summarized in **Table 28**. As shown, for residential uses the single family detached housing product types (Pueblo Ranch and Traditional Single Family) generate the highest per-unit revenue ($362). For commercial development, retail and service/hospitality uses generate the greatest amount of property tax on a square footage basis, at $1.17 per square foot, while industrial uses generate only $0.44. However, industrial uses will tend to be larger, and thus may generate a similar amount of tax revenue on a per-property basis.

Based on these tax generation factors, a growth scenario with more single family detached housing will generate more property tax revenue, as this housing type has the highest property value and thus generates the highest level of property taxes. However, as the rest of the model will show, it is important to consider the costs to serve various types of growth as well to get a comprehensive picture of the net fiscal impact on Pueblo West of new development.

Table 28. Pueblo West Property Tax Revenue per Unit

Description	Market Value per Unit/Sq. Ft.	Assessment Ratio	Assessed Value per Unit	Mill Levy	Revenue Per Unit
Residential					
Pueblo Ranch	$250,000	7.15%	$17,875	20.230	$362
Suburban Single Family	$250,000	7.15%	$17,875	20.230	$362
Attached	$200,000	7.15%	$14,300	20.230	$289
Multifamily	$150,000	7.15%	$10,725	20.230	$217
Total Residential					
Commercial					
Retail	$200	29.00%	$58	20.230	$1.17
Service/Hospitality	$200	29.00%	$58	20.230	$1.17
Office/Institutional	$150	29.00%	$44	20.230	$0.88
Industrial/Flex	$75	29.00%	$22	20.230	$0.44
Heavy Industry/Land Based	$75	29.00%	$22	20.230	$0.44
Total Commercial					

Source: Economic & Planning Systems

Sales Tax

EPS developed a retail sales flow model to estimate the portion of retail sales generated by residents, nonresident employees, and visitors. The retail sales flow model uses average household incomes and per employee spending factors to estimate the potential spending on retail goods generated by residents and workers in Pueblo West. The potential retail spending is distributed by retail store category based on the US Census of Retail Trade (2017) for Colorado. The retail spending expenditure potential was then compared to actual sales per store category (3- and 4-digit retail trade NAICS categories) to determine what portion of sales Pueblo West captures come from residents, nonresident workers, and visitors. EPS estimates that Pueblo West residents account for approximately 14 percent of sales made in the Pueblo West. Nonresident workers account for approximately 27 percent, and visitors to the community contribute 59 percent.

EPS estimated annual retail spending per resident and per nonresident employee/ worker using the retail sales flow model. The retail spending model was developed to estimate revenues from the recently enacted sales tax that funds additional fire services and capital improvements. The dedicated 1 percent sales tax rate for fire service was then applied to the sales per category to estimate the amount of sales tax revenue an average person or nonresident worker will generate annually. Each new resident is estimated to generate $8,228 in annual sales tax from retail spending and each new nonresident worker is estimated to generate $15,385 in annual sales tax revenue, as shown in **Table 29**. Again, these revenues are dedicated solely to funding the capital expansion of the fire services (e.g., new fire station(s) and associated fire crews) in the metro district and fund ongoing operations of the expanded fire services.

Table 29. Pueblo West Resident and Employee Retail Sales Factors

Description	Residents Sales Per Capita	Non-Resident Employees Sales Per Employee
Convenience Goods		
Food and Beverage Stores	$2,560	$2,238
Health and Personal Care	$394	$2,398
Total Convenience Goods	**$2,953**	**$4,636**
Shopper's Goods		
General Merchandise	**$1,500**	**$3,153**
Other Shopper's Goods		
Clothing & Accessories	$335	$796
Furniture & Home Furnishings	$285	
Electronics & Appliances	$219	$681
Sporting Goods, Hobby, Book, & Music Stores	$226	$852
Miscellaneous Retail	$399	$1,586
Subtotal	**$1,464**	**$3,914**
Total Shopper's Goods	**$2,964**	**$7,066**
Eating and Drinking	**$1,534**	**$3,682**
Building Material & Garden	**$777**	**$0**
Total Retail Goods	**$8,228**	**$15,385**

Source: Economic & Planning Systems

The estimated new annual property tax that will be generated in each scenario is summarized in **Table 30**.

Table 30. Pueblo West Property Tax Generation Summary by Scenario

	Scenario A	Scenario B	Scenario C
Property Tax • Based on property values of new development • Higher-valued property (e.g. single family residential, non-residential uses) generates more revenue	• **$3.4 million** new revenue • Greatest capture of development within Pueblo West • Greater capture of non-residential uses	• **$2.8 million** new revenue	• **$2.1 million** new revenue • Least capture of development within City • Least capture of non-residential uses

Other General Fund Revenues

The four other revenue categories for the Pueblo West General Fund are specific ownership tax, franchise fees, marijuana enterprise tax, and other fees and charges. A per person served or per resident factor is used for these sources. New residents or nonresident workers are estimated to generate $29 annually in revenue, as shown in **Table 31**.

Table 31. Pueblo West Other General Fund Revenue Factors

Description	2019	Approach	Variability	Total	Unit	Factor
General Fund						
Property Tax	$4,870,849	Case Study - Property Tax	100%	$4,870,849	---	---
Specific Ownership Tax	$507,821	Per Person Served	100%	$507,821	34,889	$14.56
Franchise Fees	$153,641	Per Person Served	25%	$38,410	34,889	$1.10
MJ & RMJ Taxes	$579,438	Per Resident	25%	$144,860	31,849	$4.55
Other	$1,204,181	Per Person Served	25%	$301,045	34,889	$8.63
Total	**$7,315,930**			**$5,862,985**		

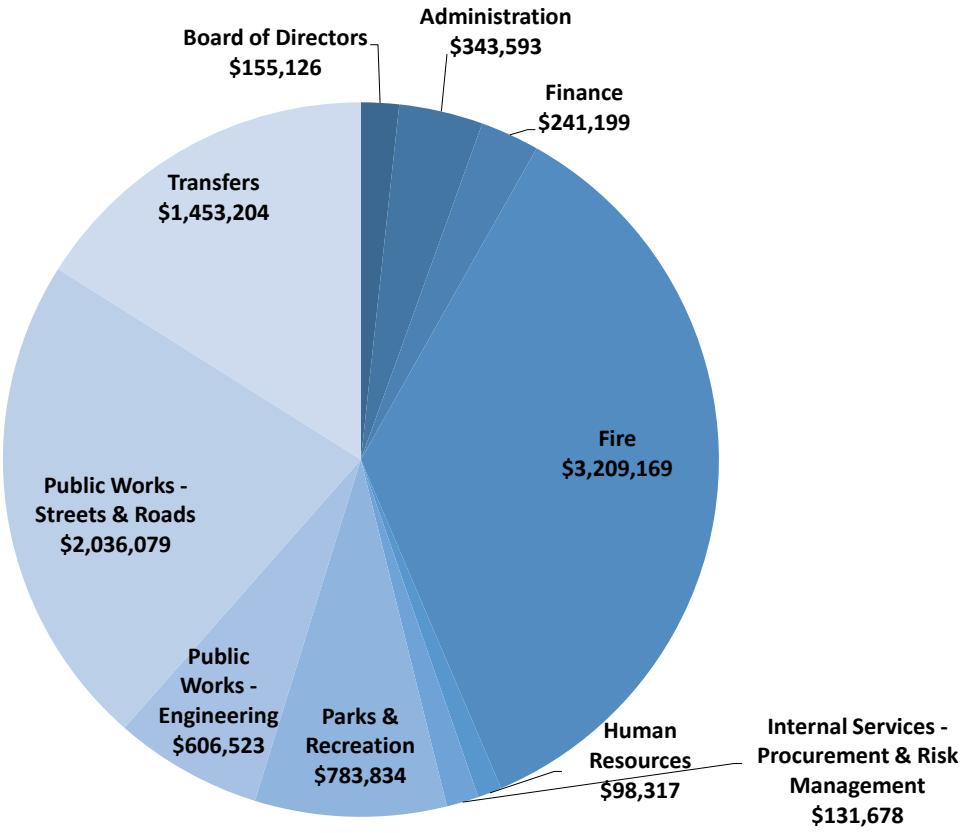
Source: Pueblo West Metro District; Economic & Planning Systems

Expenditures

This section summarizes the major expenditure sources for the Pueblo West General Fund, outlines the approach to modeling the fiscal impact of growth on each expenditure source, and reports the results of the fiscal impact modeling.

There are nine expenditure categories within the General Fund, as shown in **Figure 10**. Fire is the largest expenditure category, accounting for 35 percent of General Fund expenditures in 2019 ($3.2 million). Public Works, both the Streets and Roads, and Engineering Divisions, and the Parks and Recreation Department are three other major departments in terms of the size of their expenditures. The combined Public Works departments account for 29 percent of the expenditures, and Parks and Recreation accounts for 9 percent.

Figure 10. Pueblo West General Fund Expenditures, 2019



All the General Fund expenditures were estimated using average cost factors (per persons served or per housing unit) with an associated variability factor per department/expenditure, except for Public Works. The Public Works departments' impacts were estimated using a per roadway mile case study, which is described below. EPS estimates that a new resident or nonresident employee generates $135 in annual costs to Pueblo West (excluding Public Works costs), as shown in **Table 32**.

Table 32. Pueblo West General Fund Expenditures – Nexus to Growth and Variability

Description	Approach	Variability	Total	Unit	Factor
General Fund					
Board of Directors	Per Person Served	25%	$38,782	34,889	$1.11
Administration	Per Person Served	25%	$85,898	34,889	$2.46
Finance	Per Person Served	25%	$60,300	34,889	$1.73
Fire - Existing Level of Service	Per Person Served	80%	$2,522,256	34,889	$72.29
Human Resources	Per Person Served	25%	$24,579	34,889	$0.70
Internal Services - Procurement & Risk Management	Per Person Served	25%	$32,920	34,889	$0.94
Parks & Recreation	Per Housing Unit	100%	$639,112	11,443	$55.85
Public Works - Eng., Streets & Roads	Case Study - Road Miles	0%	$0	404	$0.00
Public Works - Engineering	Case Study - Road Miles	0%	$0	404	$0.00
Public Works - Streets & Roads	Case Study - Road Miles	0%	$0	404	$0.00
Transfers	Per Person Served	0%	$0	34,889	$0.00
General Fund Total			**$3,403,846**		**$135.10**

Source: Economic & Planning Systems

Additional Fire and Emergency Services

The residents of the Pueblo West Metro District approved an additional sales tax to fund the expansion of fire services in the district. The district needs a new fire station to service the community and may need an additional station in the plan horizon.

The new fire station will generate the need for 12 additional firefighters and additional apparatus (e.g., fire engine). The General Fund will continue to provide the same level of funding for fire to pay for the existing fire services and stations. The new sales tax revenue will be used to fund the capital costs of a new fire station and the ongoing operations cost of that station and future stations.

EPS developed a case study model to evaluate the revenue generation potential form the new sales tax and the estimated expenditure related to new growth and the new station. This analysis is summarized in **Table 33**. The new sales tax is estimated to generate $4.9 million annually. The estimated annual expenditures are $1.6 million, which results in a net fiscal positive impact of $3.3 million. This positive impact represents the amount of money that will be needed to service debt on capital expenditures and pay for future capital improvements.

EPS estimates that with the creation of the additional fire station and fire crews that are funded by the new sales tax, the level of service that exists in the community will be maintained through out the 2040 plan horizon. The community's decision to support the sales tax creates a sustainable revenue source for fire services and reduces demands on the General Fund to pay for growing fire service needs in the community.

Table 33. Pueblo West Additional Fire Case Study

Description	Audited 2019	Approach	Variability	Total	Unit	Factor
General Fund						
Revenues						
Fire Contracts	$9,800	Per Person Served	0%	$0	34,889	$0.00
Fire/EMS Classes	$1,080	Per Person Served	0%	$0	34,889	$0.00
Fire Inspection/Permit Fees	$4,900	Per Person Served	0%	$0	34,889	$0.00
Mutual Aid Revenues	$5,333	Not Modeled	0%	$0	---	---
Fire/EMS Grants	$15,995	Not Modeled	0%	$0	---	---
Donations	$1,500	Not Modeled	0%	$0	---	---
Total	**$38,608**					
Expenditures						
Personnel	$1,968,926	Case Study - Per Firefighter	75%	$1,476,695	18	$82,039
Operating	$655,873	Case Study - Per Firefighter	75%	$491,905	18	$27,328
Capital Equipment	$584,370	Case Study - Per Fire Station	100%	$584,370	2	$292,185
Total	**$3,209,169**		**80%**	**$2,552,969**		

Fire Sales Tax Fund	Estimate	Approach	Variability	Total	Unit	Factor
Revenues						
Sales Tax - New Residents	$3,846,873	Case Study - Sales Tax	100%	$384,687,271	46,752	$8,228
Sales Tax - New Employees	$1,094,470	Case Study - Sales Tax	100%	$109,446,958	7,114	$15,385
Sales Tax Revenue	**$4,941,342**					
Expenditures						
Crew Operations	$1,312,400	Case Study - Per Firefighter	100%	$1,312,400	12	$109,367
Capital Equipment	$292,185	Case Study - Per Fire Station	100%	$292,185	1	$292,185
Capital Funding	$3,336,758	Case Study - Per Fire Station	100%	$3,336,758	1	$3,336,758
Expenditures	**$1,604,585**					
Net Fiscal	**$3,336,758**					

Source: Economic & Planning Systems

Public Works

Pueblo West maintains the streets and roads within the district aside from US Highway 50. Funding for roadway maintenance comes from the General Fund and from Highway User Tax allocated by the State through the County. EPS estimated increases in Highway User Tax for Pueblo West based on a per housing unit factor, which was also used for the City of Pueblo and Pueblo County. This revenue source is estimated to generate $156 annually from new housing units to offset the total expenditures needed to maintain roads, as shown **Table 34**. The rest of the funding comes from the General Fund.

Pueblo West maintains roadways through two Public Works departments. The Streets and Roads Division provides the physical maintenance services or contracts for those services, while the Engineering Division designs, plans, and administers roadway maintenance efforts. Generally, new development in the Metro District generates additional road miles to maintain, which increases costs for the district. EPS estimated the amount of new road miles that new development will produce and the associated cost per new unit or new nonresidential square foot to maintain these roads based on existing conditions in the community. These factors were used to estimate increased costs for Public Works in the General Fund.

Table 34. Pueblo West Public Works Method and Factors

Description	Audited 2019	Approach	Variability	Total	Unit	Factor
Revenues						
Highway Users Tax	$1,783,779	Per Housing Unit	100%	$1,783,779	11,443	$155.88
Misc. Revenue	$0	Not Modeled	0%	$0	---	---
Total	**$1,783,779**					
Expenditures						
Public Works - Streets & Roads	$2,036,079	Case Study - Road Miles	100%	$2,036,079	404	$5,043
Public Works - Engineering	$514,535	Case Study - Road Miles	100%	$514,535	404	$1,274
Total	**$2,550,614**					**$6,317**

Use Types	Street Type	Miles/Acre	Unit/SF per Acre	Cost per Unit/SF
Pueblo Ranch	Gravel	0.01397	1	$176.54
Suburban Single Family	Gravel	0.01397	1	$88.27
Attached	Paved	0.01397	2	$44.13
Multifamily	Paved	0.01397	4	$22.07
Retail	Chip/Seal	0.28202	8,712	$0.20
Service/Hospitality	Chip/Seal	0.28202	13,068	$0.14
Office/Institutional	Chip/Seal	0.28202	13,068	$0.14
Industrial/Flex	Chip/Seal	0.28202	6,534	$0.27
Heavy Industry/Land Based	Chip/Seal	0.28202	1,307	$1.36

Source: Economic & Planning Systems

The evaluation of the scenarios identified the estimated increase in road miles from new development and estimated increased cost to maintain these road miles by scenario. Scenario A is estimated to generate the larges increase in road miles to maintain (97 miles) and the highest estimated additional cost ($1.0 million annually). A few roadway maintenance findings were identified in the process.

- Generally, the more, new development captured the greater the increased cost, however lower density development types (Pueblo Ranch style homes and industrial uses) generate a greater burden as they produce greater road mile demand.
- Also, many of the roads providing access to homes in the metro district are gravel roads. These gravel roads are generally more expensive to maintain than paved roads. The continued expansion of the Pueblo Ranch housing product type accessed with gravel roads will generate greater maintenance costs than new homes that are accessed by paved roads and built in more dense product styles (e.g., duplexes, multifamily apartments).
- Lastly, the condition and quality of some of the roads in the metro district are not up to the County's standards and therefore do not qualify for consideration into the formula used to allocate Highway User Tax revenues to Pueblo West. If more roadways are not accepted by the County, a greater portion of road maintenance will have to be funded solely through the General Fund and not offset by HUT revenues.

Table 35. Pueblo West Public Works Scenario Evaluation Findings

	Scenario A	Scenario B	Scenario C
Demand for Service • Larger lot residential generates more roadway to maintain per unit	• Greatest capture of new development • **97 miles** new road	• **82 miles** new road	• Least capture of new development • **66 miles** new road
Cost to Serve • Gravel roads generally more expensive to maintain • Some roads are not accepted by County and don't factor into HUTF revenue share	• **$1.0 million** new expenditures	• **$896,000** new expenditures	• **$774,000** new expenditures

Parks and Recreation

The Parks and Recreation Department has a $6.7 million annual budget. Seventy five percent of this budget goes to funding wages and benefits for employees of the department. The district maintains 682 park acres, many of which are acreage along the district's trail system. The department also provides a robust recreation program, considering the district's size. The recreation programming is funded through user fees and maintains a cost recovery model for programming. The maintenance of existing facilities is the biggest burden for the department. Adding new park land or amenities will increase the costs for the department and may not be supported by increased General Fund revenues. As the community grows, demands and needs for park space and amenities will grow. The department's ability to fund new improvements is largely nonexistent, so expansion of parkland needs to consider the added maintenance costs as well.

EPS estimated annual program revenues and expenditures for programs, personnel and maintenance using a per housing unit factor. Annually, a new housing unit is estimated to generate $9.42 in revenue but have $37.06 in annual costs to the district.

Table 36. Pueblo West Parks and Recreation Cost Method and Factors

Description	Audited 2019	Approach	Variability	Total	Unit	Factor
Revenues						
Programs Revenue	$107,762	Per Housing Unit	100%	$107,762	11,443	$9.42
Parks Investment Fee	$19,520	Not Modeled	0%	$0	---	---
Rental Income	$17,440					
Total	**$144,722**					**$9.42**
Expenditures						
Personnel	$479,731	Per Housing Unit	25%	$119,933	11,443	$10.48
Operating - General	$210,407	Per Housing Unit	100%	$210,407	11,443	$18.39
Operating - Recreation	$93,696	Per Housing Unit	100%	$93,696	11,443	$8.19
Total	**$783,834**			**$424,036**		**$37.06**

Source: Economic & Planning Systems

Net Fiscal Impact – General Fund

EPS compared the estimated annual revenues generated in each scenario to the estimated annual expenditures to estimate the net fiscal impact on Pueblo West's General Fund. **Table 37** provides a summary of the results of the evaluation. Scenario A results in a net positive impact on the General Fund of $1.2 million while the net fiscal impact from Scenario C is a positive $474,000.

Table 37. Pueblo West General Fund Net Fiscal Impact by Scenario

Description	Scenario A Scenario Growth	Scenario B Scenario Growth	Scenario C Scenario Growth
GENERAL FUND REVENUES			
Property Tax	$3,436,690	$2,820,030	$2,096,411
Specific Ownership Tax	$276,836	$234,663	$195,505
Franchise Fees	$20,939	$17,749	$14,788
MJ & RMJ Taxes	$67,784	$59,597	$53,684
Other	$164,113	$139,112	$115,899
Total Revenue	**$3,966,362**	**$3,271,152**	**$2,476,287**
GENERAL FUND EXPENDITURES			
Board of Directors	$21,142	$17,921	$14,930
Administration	$46,827	$39,693	$33,070
Finance	$32,872	$27,864	$23,215
Fire - Existing Level of Service	$1,374,997	$1,165,529	$971,040
Human Resources	$13,399	$11,358	$9,463
Internal Services	$17,946	$15,212	$12,674
Parks & Recreation	$235,678	$191,211	$163,418
Public Works - Eng., Streets & Roads	$1,010,862	$896,068	$774,076
Transfers	$0	$0	$0
Total Expenditures	**$2,753,723**	**$2,364,856**	**$2,001,886**
NET BALANCE	**$1,212,640**	**$906,295**	**$474,400**

Source: Economic & Planning Systems

EPS identified some major considerations related to the type of development and the scenarios that were used to develop plan policies. These findings are summarized below.

- The fiscal model methodology shows a new fiscal positive benefit for three scenarios. It is important to note that the expenses were estimated based on current levels of service in the community. If the community were to grow in the amount and pattern shown in Scenario A, it is possible that level of service would need to increase to support this development and meet residents' expectations. The changes in level of services needs or expectations are most likely for roadway maintenance or parks and recreation facilities.
- The fiscal impact analysis found that commercial services are the most fiscally beneficial use that the district can attract. Conversely, large lot single family homes and large industrial uses are the least beneficial due to the increases in roadway maintenance.
- Lastly, it appears new Fire Sales Tax Fund will allow the district to accommodate forecast growth while maintaining levels of service that exist today. The sales tax also reduces burdens on the General Fund to accommodate increased fire service costs, which has created a more fiscally sustainable position for the district.

Appendix

Table 38. Scenario A Development Assumptions and Inputs

Description	County		City of Pueblo		Pueblo West		Rest of County	
	Forecast (20 year)	% of Total	Forecast	% of Total	Forecast	% of Total	Forecast	% of Total
Residential (units)								
Pueblo Ranch	3,622	25%	0	0%	3,260	90%	362	10%
Traditional Single Family	5,875	40%	5,125	87%	750	13%	0	0%
Attached	1,470	10%	720	49%	750	51%	0	0%
Multifamily	3,726	25%	2,126	57%	1,600	43%	0	0%
Total	**14,693**		**7,971**	**54%**	**6,360**	**43%**	**362**	**2%**
Non-residential (bldg sq ft)								
Retail	1,051,500	25%	525,750	50%	473,175	45%	52,575	5%
Service/Hospitality	791,200	19%	395,600	50%	356,040	45%	39,560	5%
Office/Institutional	752,600	18%	451,560	60%	301,040	40%	0	0%
Industrial/Flex	839,300	20%	251,790	30%	419,650	50%	167,860	20%
Heavy Industry/Land Based	819,700	19%	409,850	50%	0	0%	409,850	50%
Total	**4,254,300**		**2,034,550**	**48%**	**1,549,905**	**36%**	**669,845**	**16%**

Source: Economic & Planning Systems

Table 39. Scenario B Development Assumptions and Inputs

Description	County		City of Pueblo		Pueblo West		Rest of County	
	Forecast (20 year)	% of Total	Forecast	% of Total	Forecast	% of Total	Forecast	% of Total
Residential (units)								
Pueblo Ranch	3,622	25%	0	0%	3,260	90%	362	10%
Traditional Single Family	5,875	40%	5,125	87%	750	13%	0	0%
Attached	1,470	10%	720	49%	750	51%	0	0%
Multifamily	3,726	25%	3,326	89%	400	11%	0	0%
Total	**14,693**		**9,171**	**62%**	**5,160**	**35%**	**362**	**2%**
Non-residential (bldg sq ft)								
Retail	1,051,500	25%	630,900	60%	368,025	35%	52,575	5%
Service/Hospitality	791,200	19%	474,720	60%	276,920	35%	39,560	5%
Office/Institutional	752,600	18%	526,820	70%	225,780	30%	0	0%
Industrial/Flex	839,300	20%	503,580	60%	251,790	30%	83,930	10%
Heavy Industry/Land Based	819,700	19%	614,775	75%	0	0%	204,925	25%
Total	**4,254,300**		**2,750,795**	**65%**	**1,122,515**	**26%**	**380,990**	**9%**

Source: Economic & Planning Systems

Table 40. Scenario C Development Assumptions and Inputs

Description	County		City of Pueblo		Pueblo West		Rest of County	
	Forecast (20 year)	% of Total	Forecast	% of Total	Forecast	% of Total	Forecast	% of Total
Residential (units)								
Pueblo Ranch	3,622	25%	0	0%	3,260	90%	362	10%
Traditional Single Family	5,875	40%	5,125	87%	750	13%	0	0%
Attached	1,470	10%	1,070	73%	400	27%	0	0%
Multifamily	3,726	25%	3,726	100%	0	0%	0	0%
Total	**14,693**		**9,921**	**68%**	**4,410**	**30%**	**362**	**2%**
Non-residential (bldg sq ft)								
Retail	1,051,500	25%	893,775	85%	157,725	15%	52,575	5%
Service/Hospitality	791,200	19%	672,520	85%	118,680	15%	39,560	5%
Office/Institutional	752,600	18%	602,080	80%	150,520	20%	0	0%
Industrial/Flex	839,300	20%	587,510	70%	167,860	20%	83,930	10%
Heavy Industry/Land Based	819,700	19%	614,775	75%	0	0%	204,925	25%
Total	**4,254,300**		**3,370,660**	**79%**	**594,785**	**14%**	**380,990**	**9%**

Source: Economic & Planning Systems

APPENDIX C



SCENARIO OUTREACH MATERIALS

Three growth scenarios were developed as part of the Regional Comprehensive Plan process to explore different assumptions about where forecast demand for residential and non-residential development might occur over the 20-year planning horizon, and to evaluate possible benefits and trade-offs associated with different assumptions. This appendix includes outreach materials used to solicit input from regional stakeholders and the community at large.

YOUR PLAN YOUR PUEBLO

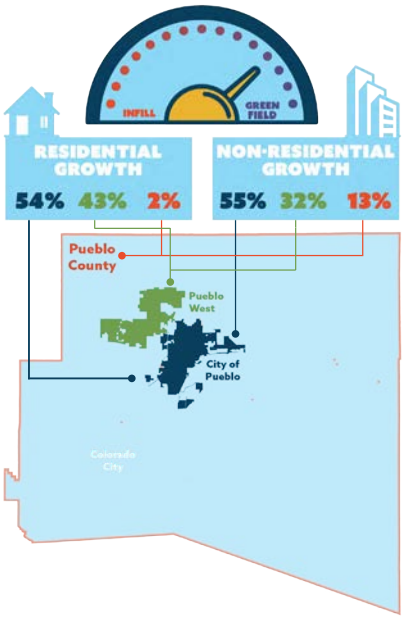
GROWTH SCENARIOS
AT A GLANCE

WHERE AND HOW SHOULD WE GROW?

By 2040, Pueblo County is forecast to add approximately 29,000 new residents. This translates into an estimated 14,700 new households and 13,319 new jobs. The choices we make today about where and how to accommodate this growth will play a direct role in our future quality of life and resilience as a region. Three growth scenarios were developed to explore different assumptions about where forecast demand for residential and non-residential development might occur over the 20-year planning horizon, and to evaluate possible benefits and trade-offs associated with different assumptions. The information below and on the supporting boards provides an overview of each scenario from a regional (county wide) perspective, but also highlight key considerations specific to the City of Pueblo and Pueblo West.

Scenario A: Twin Cities/ Outward Expansion

Pueblo West continues to grow at a faster rate than the City of Pueblo and attracts more residential and non-residential development, leading it to become more of a "full-service community." Growth extends north along the east side of I-25, either as part of a future annexation into the City of Pueblo, or as part of new, standalone metropolitan district (similar to Pueblo West).

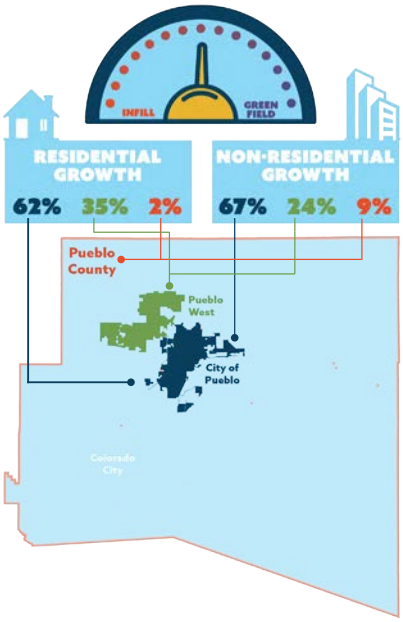


	LARGE LOT SINGLE-FAMILY	TRADITIONAL SINGLE-FAMILY	ATTACHED (2 TO 4 UNITS)	MULTI-FAMILY (5+ UNITS)
REST OF PUEBLO COUNTY	362	-	-	-
CITY OF PUEBLO	-	5,125	720	2,126
PUEBLO WEST	3,260	750	750	1,600

	RETAIL	SERVICE/ HOSPITALITY	OFFICE/ INSTITUTIONAL	INDUSTRIAL FLEX	HEAVY INDUSTRY
	52K	39K	-	168K	409K
	525K	395K	451K	251K	409K
	473K	356K	301K	419K	-

Scenario B: Central City Revitalization

The City of Pueblo captures an increasing share of residential and non-residential development, with a focus on the revitalization of Downtown Pueblo and core area neighborhoods and limiting future annexations. Market demand for a range of lifestyle options continues to drive growth in Pueblo West and other areas of the County but to a lesser degree than in Scenario A.

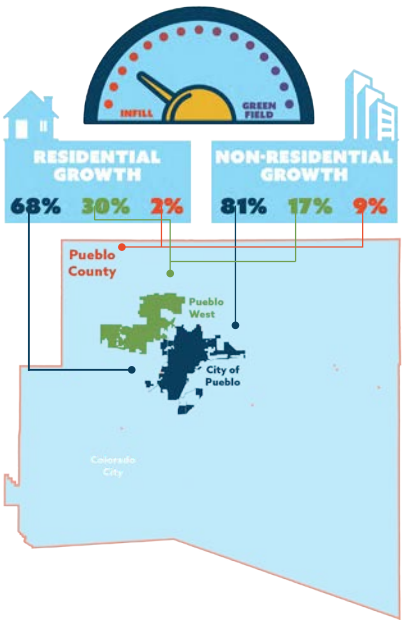


	LARGE LOT SINGLE-FAMILY	TRADITIONAL SINGLE-FAMILY	ATTACHED (2 TO 4 UNITS)	MULTI-FAMILY (5+ UNITS)
REST OF PUEBLO COUNTY	362	-	-	-
CITY OF PUEBLO	-	5,125	720	3,326
PUEBLO WEST	3,260	750	750	400

	RETAIL	SERVICE/ HOSPITALITY	OFFICE/ INSTITUTIONAL	INDUSTRIAL FLEX	HEAVY INDUSTRY
	52K	39K	-	84K	205K
	631K	475K	527K	503K	615K
	368K	277K	226K	251K	-

Scenario C: Regional Centers

"All-in" focus on directing the majority of residential and non-residential development to areas already served by infrastructure and services. Downtown Pueblo's role as a regional center is solidified through substantial growth and reinvestment, while a second full-service community/ regional center emerges near I-25 and Highway 50.



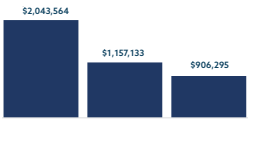
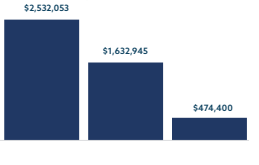
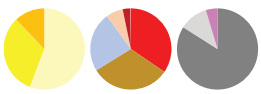
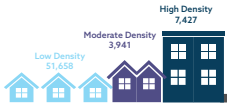
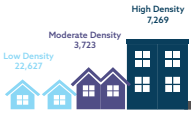
	LARGE LOT SINGLE-FAMILY	TRADITIONAL SINGLE-FAMILY	ATTACHED (2 TO 4 UNITS)	MULTI-FAMILY (5+ UNITS)
REST OF PUEBLO COUNTY	362	-	-	-
CITY OF PUEBLO	-	5,125	1,070	3,726
PUEBLO WEST	3,260	750	400	-

	RETAIL	SERVICE/ HOSPITALITY	OFFICE/ INSTITUTIONAL	INDUSTRIAL FLEX	HEAVY INDUSTRY
	52K	39K	-	84K	205K
	894K	673K	602K	587K	614K
	158K	119K	150K	168K	-

GROWTH SCENARIOS
COMPARING BENEFITS AND TRADE-OFFS

WHAT FACTORS ARE MOST IMPORTANT TO YOU?

Each growth scenario models a potential path forward for our region that will impact where we live and work, how we attract and accommodate growth, the cost of services, our impact on the environment, and how easily we can access services and amenities. Below are five metrics that illustrate the impacts and potential trade offs associated with each scenario.

	SCENARIO A: Twin Cities/Outward Expansion	SCENARIO B: Central City Revitalization	SCENARIO C: Regional Centers
FISCAL IMPACT **What it means:** The impact of new development on local government budgets **Why it is important:** The cost of providing services to development varies based on its location, the service provider, the land use, and the intensity of development. All of these factors impact local government revenues, the taxes and fees existing residents pay for services, and development feasibility.	 New investment in infrastructure and services focused on new greenfield development areas. Requires the greatest annual cost for maintaining new infrastructure and expanding services.	 Mix of investment in infrastructure and services between greenfield areas and infill areas. Requires average of annual costs for maintaining new infrastructure and expanding services.	 Greater focus of investment in infrastructure and services in infill areas. Most efficient scenario for maintaining new infrastructure and expanding services.
MIX OF USES **What it means:** The amount of land dedicated to different uses. **Why it is important:** Each scenario varies in how much area is expected to be utilized by each land use. This metric helps us see how different types of growth impact development patterns in different parts of Pueblo County.	 All communities see a greater mix of residential and non-residential uses, but Pueblo West captures higher share than today.	 A greater mix of residential and non-residential development occurs in all communities.	 Majority of non-residential development occurs in City of Pueblo, but all communities experience growth.
HOUSING DIVERSITY **What it means:** The types of housing that are built and available for rent and purchase. **Why it is important:** The types housing built in Pueblo County impact housing affordability, walkability/bikability, transit service, energy and water efficiency, the attractiveness of the community to new workers and employers, and variety of other factors.	 Demand for multi-family housing shifts to Pueblo West over the City of Pueblo.	 Demand for multi-family housing divided between City of Pueblo and Pueblo West.	 Demand for multi-family housing concentrated in City of Pueblo.
LOSS OF PRIME AGRICULTURAL LAND **What it means:** Land best suited for long-term production of food and other crops. In Pueblo County, prime agricultural lands are concentrated along the St. Charles Mesa and east to Avondale, Boone, and the county line. **Why it is important:** Removing prime agricultural land from productive use for development is permanent. The loss of this resource (and associated water rights) impacts the long-term viability of the agricultural industry and regional food system.	 Growth along the edge of established communities means greater loss in agricultural areas	 Emphasis on policies and incentives to encourage the preservation of prime agricultural land.	 Emphasis on wide range of strategies to encourage preservation of prime agricultural land.
INFILL VS. GREENFIELD DEVELOPMENT **What it means:** Infill development occurs on vacant or underutilized sites in previously developed areas. Greenfield development occurs on land that has never been developed. **Why it is important:** Extending and maintaining roads, water lines, and other services over a larger area (to serve greenfield development) is generally more costly than maintaining or expanding infrastructure and services in an established area.	 Allows for growth beyond areas already planned for urban development through annexation and/or creation of new metro districts.	 Encourages growth in areas already planned for urban development and encourages reinvestment in core areas of Pueblo.	 Focuses growth and reinvestment largely in established areas.

YOUR PLAN YOUR PUEBLO

GROWTH SCENARIOS
COMPARING BENEFITS AND TRADE-OFFS

WHAT FACTORS ARE MOST IMPORTANT TO YOU?

Each growth scenario models a potential path forward for our region that will impact where we live and work, how we attract and accommodate growth, the cost of services, our impact on the environment, and how easily we can access services and amenities. Below are five metrics that illustrate the impacts and potential trade offs associated with each scenario.

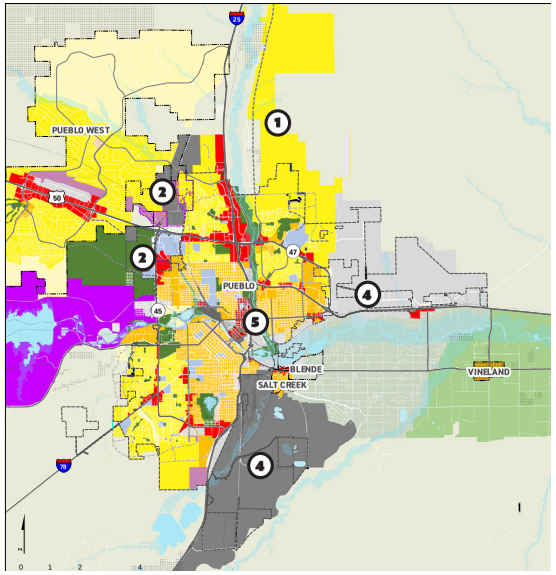
	SCENARIO A: Twin Cities/Outward Expansion	SCENARIO B: Central City Revitalization	SCENARIO C: Regional Centers
WATER CONSUMPTION **What it means:** Gallons per capita water demand. **Why it is important:** Different development types and forms of development use water differently. Aside from agriculture, single-family homes represent the largest source of water demand in Pueblo County. Using water wisely saves money (for ourselves and the community)and makes us more resilient to drought.	 Dispersed, low-intensity development is more water-intensive and requires the extension of new infrastructrue.	 Compact and higher-density development uses less water and is more efficient to serve using largely existing/planned infrastructure.	 Compact and higher-density development uses less water and is more efficient to serve using largely existing/planned infrastructure.
ENERGY CONSUMPTION **What it means:** The amount of energy (electricity and heating fuels like propane and natural gas) used per household. **Why it is important:** Different development types and forms of development vary in their energy consumption—smaller, more compact homes tend to use less than larger ones. Using energy wisely saves money (for ourselves and the community), makes us more resilient to service disruptions, and reduces greenhouse gas emissions.	 Dispersed, low-intensity development is more energy-intensive and requires the extension of new infrastructrue.	 Compact and higher-density development is more efficient to serve using largely existing/planned infrastructure.	 Compact and higher-density development is more efficient to serve using largely existing infrastructure.
ALIGNMENT WITH LONG-RANGE TRANSPORTATION PLAN **What it means:** How comfortable and convenient it is to walk, bike, or take transit to destinations **Why it is important:** Not everyone has access to (or can afford) a car to get to work, to school, or to basic services and amenities. How often people walk or take transit can depend on how connected a development is to infrastructure (sidewalks, paths, etc.), transit service, and services and amenities (stores, jobs, schools, childcare, etc.) that people can walk, bike, or take transit to.	 Development is concentrated in areas where transit, sidewalks, and bike lanes are limited and may not be planned, increasing reliance on driving.	 Development in established neighborhoods (where transit, sidewalks, and bike lanes already exist) allows more people to get around without driving.	 Highest concentration of density in core (where transit, sidewalks, and bike lanes already exist) supports planned improvements and allows more people to get around without driving.
ACCESS TO SERVICES AND AMENITIES **What it means:** How easy is it to access services and amenities—like schools, childcare, transit, stores that sell healthy and affordable food, libraries, and parks. **Why it is important:** In some cases, the communities that would benefit most from services and amenities are also the farthest away or have the fewest transportation options to access them. How the region grows can impact where services and amenities develop and how equitably access is distributed.	 Growth and development in Pueblo West improves access in those areas, but expansion of services and amenities in older parts of Pueblo is limited.	 Growth and development in established neighborhoods increases the number of people that live near services and amenities.	 Highest concentration of density in core increases the number of people that live near services and amenities.

YOUR PLAN YOUR PUEBLO

GROWTH SCENARIOS

CITY OF PUEBLO

Scenario A: Twin Cities/Outward Expansion



Rural Neighborhoods (RN)
Suburban Neighborhoods (SN)
Agricultural Mixed-Use (AG-MU)
Urban Neighborhoods (UN)

How will Pueblo grow?

Most new residential development is concentrated on the periphery of Pueblo as part of a significant expansion of the City limits to the north. Non-residential development (retail, commercial, offices, and industry) also occurs at community edges. Downtown Pueblo and core area neighborhoods see limited infill/redevelopment and reinvestment.

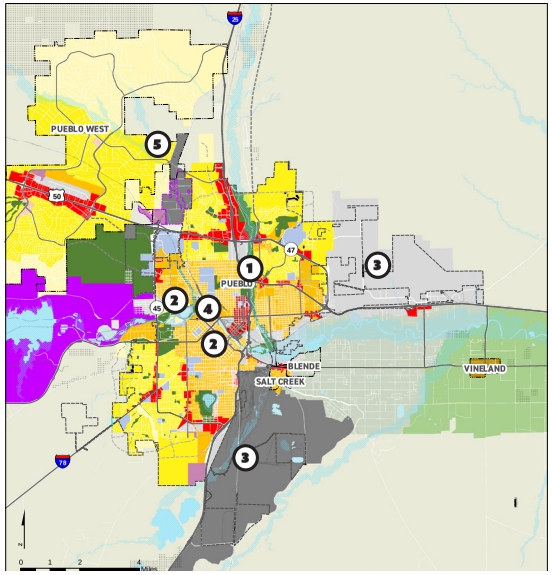
What would it take?

- Substantial investment in new infrastructure and services (roads, parks, fire station, etc.) needed to serve new greenfield development
- Flexible annexation policy
- Strong focus on balancing available City resources between newly developing areas and established areas

Where will we see the most change?

1. Potential for substantial expansion of new suburban neighborhoods to the north
2. Focus on buildout of a mix of residential and non-residential uses on the west side (north and south of Hwy 50)
3. Planned employment areas continue to see incremental growth
4. Greenfield areas at Pueblo's edges that are already planned for residential continue to develop
5. Some infill/redevelopment and reinvestment continues in Downtown and core area

Scenario B: Central City Revitalization



Rural Communities (RC)
Mixed-Use Activity Center (MUAC)
Neighborhood Mixed-Use (NMU)
Institutional Mixed-Use (IMU)

How will Pueblo grow?

Growth is directed primarily toward Downtown and core neighborhoods. Residential development features a greater mix of housing types and complementary neighborhood retail, commercial, and office development. Some residential and non-residential growth continues at the City's edges (within city limits).

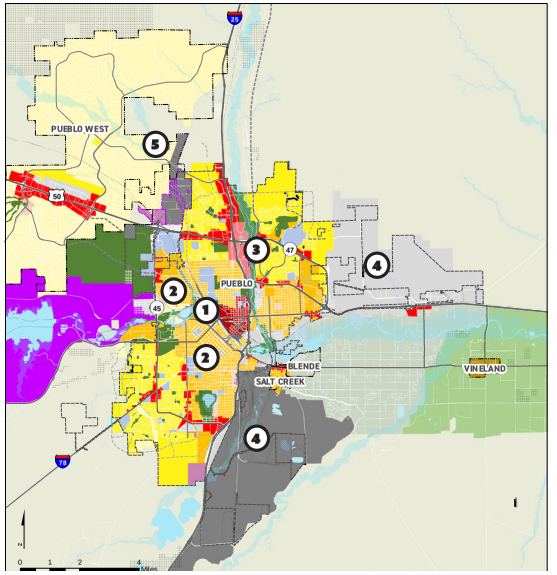
What would it take?

- Targeted investment in infrastructure and services to serve greenfield areas already planned for development
- Limits on future annexation
- Strong focus on reinvestment in Downtown and core areas
- Development standards to guide residential infill/redevelopment

Where will we see the most change?

1. Underutilized commercial areas at Hwy 50/I-25 transition to a mix of light industry and multifamily residential
2. Targeted infill/redevelopment expands housing options in core areas and on west side
3. Planned employment areas continue to see incremental growth
4. Emphasis on increasing higher density housing on underutilized sites adjacent to Downtown
5. New employment node emerges along rail line

Scenario C: Regional Centers



Employment (EMP)
Transportation-Dependent Industry (TDI)
Light Industry (LI)
Rural Ranch (RR)

How will Pueblo grow?

Growth and reinvestment is directed to Downtown and core areas, while a second full-service community/ regional center emerges at Hwy 50/I-25. The overall mix of housing and services in the City expands significantly. Some residential and non-residential growth continues at the City's edges (within city limits).

What would it take?

- Expanded focus on strategies to improve infrastructure and facilitate infill/redevelopment in Downtown and core area
- Coordinated effort to redevelop underutilized sites at Hwy 50/I-25 as a new mixed-use activity center
- Limits on future annexation
- Development standards to guide residential infill/redevelopment

Where will we see the most change?

1. Redevelopment of underutilized sites west of Downtown expand core area footprint and mix of uses
2. Targeted infill/redevelopment expands housing options and neighborhood services in core areas and on west side
3. Underutilized commercial areas transition to a mix of commercial/ retail, office, and higher-density residential
4. Planned employment areas continue to see incremental growth
5. New employment node emerges along rail line

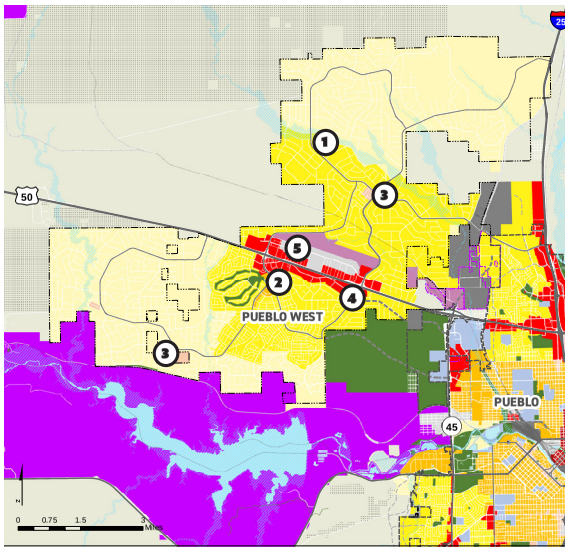
Generally, which of the scenarios most closely aligns with your vision for the future of Pueblo County? Place a dot to let us know!

YOUR PLAN YOUR PUEBLO

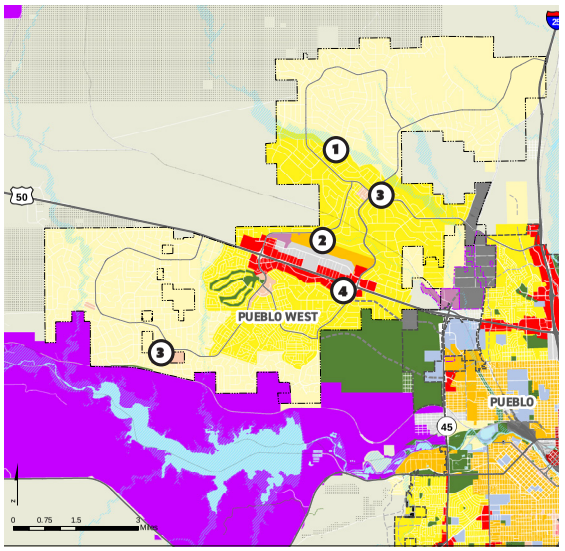
GROWTH SCENARIOS

PUEBLO WEST

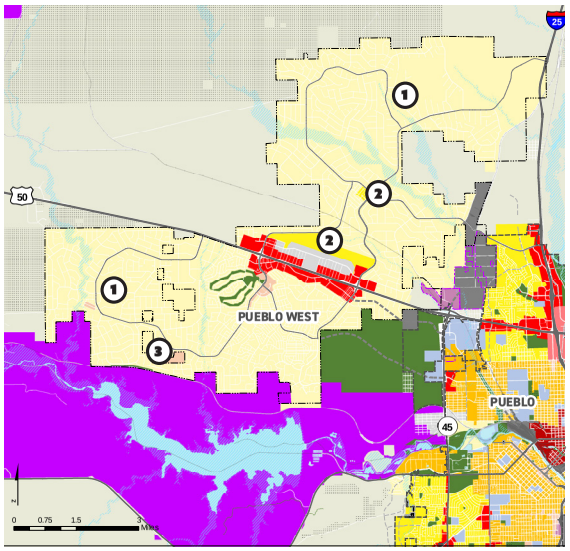
Scenario A: Twin Cities/Outward Expansion



Scenario B: Central City Revitalization



Scenario C: Regional Centers



- Rural Neighborhoods (RN)
- Agricultural Mixed-Use (AG-MU)
- Suburban Neighborhoods (SN)
- Urban Neighborhoods (UN)
- Rural Communities (RC)
- Neighborhood Mixed-Use (NMU)
- Mixed-Use Activity Center (MUAC)
- Institutional Mixed-Use (IMU)
- Employment (EMP)
- Light Industry (LI)
- Transportation-Dependent Industry (TDI)
- Rural Ranch (RR)

How will Pueblo West grow?

Pueblo West captures an increasing share of attached single-family and multi-family residential development, which leads to demand for retail and commercial uses along Highway 50 and at neighborhood centers. Funding for services and infrastructure allow Pueblo West to provide a higher level of service—like a town or city.

What would it take?

- Greater investment in infrastructure and services—at community centers and along Highway 50 corridor
- Possible expansion of transit service between City and Pueblo West
- Community support for higher density neighborhoods, more employment areas, and higher taxes to provide expanded services

Where will we see the most change?

1. New residential growth is mix of rural (like today) and suburban
2. Multi-family and attached single-family development occurs near community centers
3. Small neighborhood mixed-use centers establish within neighborhoods
4. Offices, retail, and service/hospitality development is focused along US 50 corridor
5. Light industrial/flex development develops alongside existing commercial and employment areas

How will Pueblo West grow?

Pueblo West captures the bulk of the large-lot single-family housing market, and a larger mix of housing types, but less mutli-family housing, retail, commercial, and office uses than the City of Pueblo.

What would it take?

- Greater investment in infrastructure and services—at community centers and along Highway 50 corridor
- Neighborhood commercial centers help cover costs of better services
- Community support for higher density neighborhoods and higher taxes to provide expanded services

Where will we see the most change?

1. New residential growth is mix of rural (like today) and suburban
2. Multi-family and attached single-family development near community centers
3. Small neighborhood mixed-use centers establish within neighborhoods
4. Offices, retail, and service/hospitality development is focused along US 50 corridor

How will Pueblo West grow?

Pueblo West continues to increase share of large-lot single-family housing, with some housing diversification, but with less medium-density housing and no multi-family housing. Pueblo West has modest growth of office space but less retail and service/hospitality development.

What would it take?

- Focusing growth in vacant areas within large-lot single-family neighborhoods (at a similar density)
- Road and trail networks expanded over time to serve new residential areas
- Continuation of existing level of service for roads, parks, and other services unless taxes raised

Where will we see the most change?

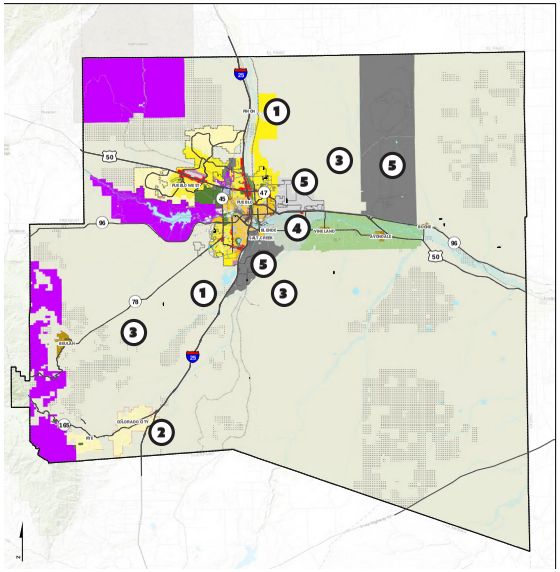
1. Residential growth generally follows existing large-lot single-family character
2. Limited attached single-family development near services along US 50
3. Small neighborhood mixed-use centers serve surrounding residents

Generally, which of the scenarios most closely aligns with your vision for the future of Pueblo County? Place a dot to let us know!

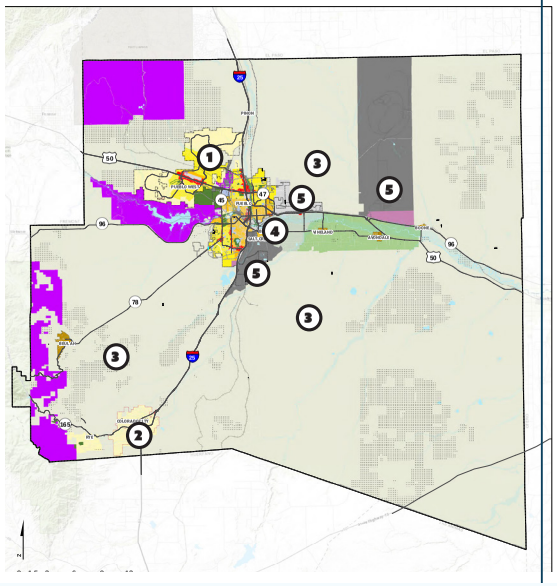
YOUR PLAN YOUR PUEBLO

GROWTH SCENARIOS
PUEBLO COUNTY

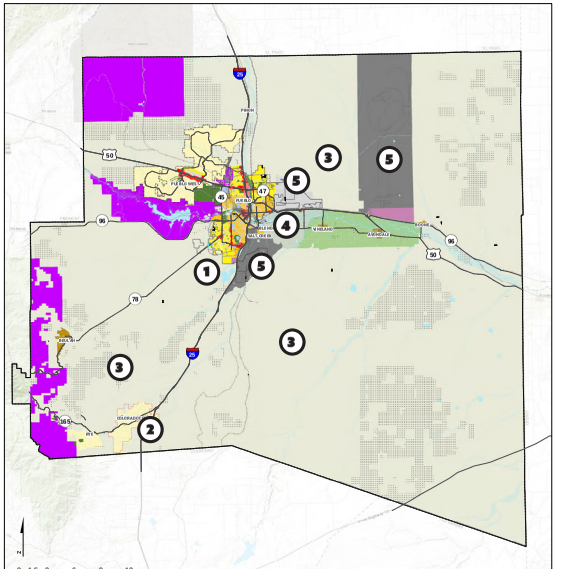
Scenario A: Twin Cities/Outward Expansion



Scenario B: Central City Revitalization



Scenario C: Regional Centers



- Rural Neighborhoods (RN)
- Suburban Neighborhoods (SN)
- Rural Communities (RC)
- Mixed-Use Activity Center (MUAC)
- Employment (EMP)
- Transportation-Dependent Industry (TDI)
- Agricultural Mixed-Use (AG-MU)
- Urban Neighborhoods (UN)
- Neighborhood Mixed-Use (NMU)
- Institutional Mixed-Use (IMU)
- Light Industry (LI)
- Rural Ranch (RR)

How will Pueblo County grow?

Some rural development activity continues (rural subdivisions,industrial, and limited commercial activity). City limits on annexation could result in more development and new metropolitan district (like Pueblo West) in the County. Lot splits, residential development, and incompatible development continue to diminish the viability of prime agricultural lands east of the City.

What would it take?

- Continuation of current zoning regulations
- Willingness on the part of the County and community to accept "urban" development outside City or established metro districts

Where will we see the most change?

1. Potential for a new metro district (similar to Pueblo West) in response to demand from Colorado Springs
2. Slow residential growth continues in Colorado City with some new commercial development along I-25
3. Land-based industrial development (e.g. hemp/cannabis and solar) grow with few compatibility limitations
3. Subdivisions, lot splits, and incompatible uses reduce the viability of prime agricultural and ranch lands
5. Planned employment areas continue to see incremental growth

How will Pueblo County grow?

Some rural development activity continues (rural subdivisions,industrial, and limited commercial activity). Fragmentation of prime agricultural land and ranch lands is mitigated by stronger policies and regulations. Slow growth continues in outlying communities.

What would it take?

- Stronger policies and regulations regarding clustering of rural subdivisions, land use compatibility, and conversion of prime agricultural land
- Firm stance on the part of the County and community to not accept "urban" development outside City or established metro districts

Where will we see the most change?

1. Some new rural subdivisions are platted based on water availability and minimum lot size
2. Slow residential growth continues in Colorado City with some new commercial development along I-25
3. New industrial uses (e.g. solar and hemp/MMJ) are guided by location and compatibility criteria to minimize impacts on adjacent uses
4. Incentives discourage residential lot splits on St. Charles Mesa to limit loss of prime agricultural land
5. Planned employment areas continue to see incremental growth

How will Pueblo County grow?

Some rural development activity continues (rural subdivisions,industrial, and limited commercial activity). Fragmentation of prime agricultural land and ranch lands is mitigated by stronger policies and regulations and an expanded focus on conservation strategies. Slow growth continues in outlying communities.

What would it take?

- Stronger policies and regulations regarding clustering of rural subdivisions, land use compatibility, and conversion of prime agricultural land
- Firm stance on the part of the County and community to not accept "urban" development outside City or established metro districts
- Dedication of County resources and leadership to pursue a variety of agricultural preservation strategies

Where will we see the most change?

1. Some new rural subdivisions are platted based on water availability and minimum lot size
2. Slow residential growth continues in Colorado City with some new commercial development along I-25
3. New industrial uses (e.g. solar and hemp/MMJ) are guided by location and compatibility criteria to minimize impacts on adjacent uses
4. Incentives discourage residential lot splits on St. Charles Mesa to limit loss of prime agricultural land; emphasis on agritourism opportunities
5. Planned employment areas continue to see incremental growth

Generally, which of the scenarios most closely aligns with your vision for the future of Pueblo County? Place a dot to let us know!

APPENDIX D



TOOLS AND BEST PRACTICES TO SUPPORT AGRICULTURE

INTRODUCTION

This appendix provides an overview of several types of programs that are used to protect and preserve agricultural lands from development—agricultural incentives, transfer of development rights, and purchase of development rights. These programs are described in detail with example programs provided wherever possible. Example programs are generally based within Colorado, but some non-Colorado examples may be included if they are particularly successful or relevant to Pueblo County. Additional information is provided with a link to an outside webpage.

AGRICULTURE INCENTIVE PROGRAMS

State Based Tax Credit Program

Colorado is one of a few states that has a tax credit program, which leads the nation in providing tax incentives for the donation of a conservation easement. The purpose of the easement is to limit or prohibit development on specified lands to protect and preserve conservation values in perpetuity. This includes conservation of natural habitat, scenic views, open space, and agricultural lands. The conservation easement is recorded in the public record and is enforced by the holder of the conservation easement—often a local nonprofit land trust. To be eligible for the Colorado state income tax credit, conservation easements must be donated in perpetuity.

In Colorado, a landowner that donates a conservation easement will receive a tax credit certificate from the Division of Conservation, which can then be claimed as a state income tax credit. The tax credit is not a tax deduction, but rather a dollar-for-dollar reduction of state income tax liability, which is transferable and can be sold at a later date. Beginning in 2015, tax credit certificates were issued for 75 percent of the first $100,000 of donated value and 50 percent of any remaining donated value. Tax credit certificates increased to 90 percent of the first $100,000 of donated value in 2021. The maximum is $5 million per donation. Credits in excess of $1.5 million are issued in increments of up to $1.5 million per year in future years.

The tax credit certificate application process ensures the conservation easement donations meet the requirements of a qualified conservation contribution under Section 170(h) of the Internal Revenue Code. They are supported by a qualified appraisal prepared by an appraiser.

Approval and denial of tax credit certificate applications is conferred with the Conservation Easement Oversight Commission and the Director of the Division of Conservation. Examinations of all applications must be completed in 120 days.

Additional information can be found at: https://conservation.colorado.gov/tax-credit-certificates

Agriculture Workforce Development Program

For young and aspiring farmers there is often a significant barrier to entry into the business of agriculture. One major challenge is access to training programs that provide real-world experience to young and novice farmers and ranchers. Internships are an effective way to begin a career path with aligned education, training, and hands-on learning. The Agricultural Workforce Development Program, established by SB18-042, is a new program that reimburses qualified agricultural businesses up to 50 percent of the cost of hiring a farm apprentice. The costs to hire an intern includes wages paid, reasonable allocation of fixed overhead expenses, and all incidental costs directly related to the internship. Through the application process the Colorado Department of Agriculture (CDA) determines how many internships may approved and whether a business can be reimbursed for more than one intern. The maximum number of interns any one business can be reimbursed for is three per fiscal year. Ultimately, this will help existing farmers and ranchers stay in production while also allowing young farmers and ranchers to gain better access to land, equipment, and mentorship in Colorado.

As of November 2020, the CDA has funded 35 internships at 18 different Colorado agricultural businesses. For the 2021 growing season, CDA expects to award approximately $48,000 to Colorado agricultural businesses through the program. Recent changes to the program include a relaxing of the requirement that interns be residents of Colorado and a realignment of the internship timeline to reflect the growing season.

Additional information can be found at:

- https://docs.google.com/forms/d/e/1FAIpQLSeR3i5nmZc-g2CgwEckmqqGWgXtxeBYtj8pgzC9TwoDSUyadw/viewform.
- https://ag.colorado.gov/markets/agricultural-workforce-development-program
- https://leg.colorado.gov/sites/default/files/documents/2018A/bills/2018a_042_enr.pdf

Beginning Farm Loan Program

The Colorado Agriculture Development Authority (CADA) offers a loan program called the Beginning Farm Program. The initiative involves three entities: the lender, the borrower, and the CADA, which issues a tax-exempt bond to the lender to make any interest paid by borrower tax-exempt. in the result is an interest rate to the borrower below commercial rates.

The program is initiated by a bank, savings and loan institution, insurance company, or other lending institution (sometimes include private individuals like the current landowner) that is qualified to offer loans through this program. With the help of the lender, the prospective farmer goes through the process of qualifying with the lender, completing a loan application, establishing a preliminary agreement, and submitting application fees to the CADA. After the application has been reviewed and approved by the CADA Board, a closing date is set. At closing, the CADA issues a tax-exempt bond to the lender with payment from the lender for the bond will passing through the CADA along to the borrower to fund the project. The borrower's payments on the loan are assigned by CADA to the lender, thereby becoming the payments on the bond. The only fees associated with this program are application fees, legal fees, closing fees, and an annual fee which equals 0.00125 percent of the unpaid principal of the bond.

Criteria to qualify for program:

- Borrower must be a Beginning Farmer which is defined as an individual who has never owned farmland which is equal to or greater than 30 percent of the median county farm acreage.
- Funds can only be used for the purchase of agricultural land and depreciable agricultural property.
- The maximum which can be borrowed is $543,800.
- Borrower must be approved by a lender.
- Loans are not guaranteed by the government or by CADA.
- The borrower and lender must mutually agree upon the terms of the loan (i.e., interest rate, length of loan).
- Interest rates can be either fixed or floating.
- Loan applications must be approved by CADA within 60 days of any payments made on the project.
- No portion of the loan may be used for a personal residence.

Additional information can be found at: https://cada-farmloan.com/beginning-farmer-loan-program/

Community Agriculture Alliance Micro Loan Program

The Community Agriculture Alliance (CAA) launched a micro loan program in 2019 to provide financial support for local agricultural businesses in Northwest Colorado. The program was initially funded by a $10,000 gift from a donor to begin the revolving loan fund.

A Committee of CAA Board Members accepts and reviews applications with a goal of providing short term, micro loans for local agriculture. Loan terms and amounts are based on specific project details. Basic information and eligibility specifics below:

- Must be existing agriculture business or operation, with a special interest in food production;
- Must be 18 years old, or have adult co-signer;
- Must adhere to CAA Anti-Discrimination Policy and be current CAA member;
- Loan excludes general operating, land purchase, or lease (applications should focus on specific need or project);
- Loans are small (under $10,000) and short term (3 months to 2 years) with an interest rate of 2.5%; and
- Repayment of loans goes back into the CAA Micro Loan revolving fund.

As an example, the CAA approved the following loans in February 2020:

- Innovative Ag Colorado – a 2-year loan to fund expansion of local food production, specifically mushroom and micro green production.
- Bee Grateful Farm – a 7-month, one growing season loan for fencing, irrigation, and season extension coverings with the goal of increased produce growing.
- M & M Custom Grazing – a 6-month loan to purchase cattle to stock a rotational grazing program on leased land.

Additional information can be found at: https://communityagalliance.org/programs/

Land Lease Programs

Boulder County

The Boulder County Parks and Open Space (BCPOS) department has many plans to conserve natural, cultural, and agricultural resources and provide public uses that reflect sound resource management and community values. One such program is the Land Lease Program, which allows for protected agriculture lands owned by the County to be leased to qualified farmers with the intention of keeping these productive lands active while preserving them from development.

Of Boulder County's 100,000 acres of open space, about 25,000 acres are protected agriculture lands that are leased to operators. These properties were acquired by the County through a combination of voter approved sales taxes, property taxes, state lottery contributions, and grant funding. Most of these agricultural lands are dedicated to growing various crops.

Through a set of matrix criteria, the BCPOS evaluates and selects the best steward for a property, preferably one with a focus on applying regenerative practices and improving soil health. The BCPOS then negotiates leases focused on the care and stewardship of County assets and respect for the public trust.

The types of leases available to farmers are:

- Cash Rent;
- Crop Share;
- AUD Grazing (can be separate or a part of a Cash or Crop Share lease); and
- Emergency or Prescriptive AUD Grazing.

Under an agricultural lease, the County acts as a landlord and the farmer or rancher as the tenant exclusive possession of the property for a specified time in return for a periodic payment. If the farmer or rancher operates legally, maintains proper insurance, and makes payments on time, the lease remains in place for the term and the tenant possesses the discretion to exercise any further options to renew the lease, as set forth in the lease. Leases are generally non-transferable without the County's approval, and tenant responsibilities and limits on possession or use are further specified in the lease terms.

The BCPOS is limited to leases for up to three years with revenue up to $50,000.00 per year. The Board of County Commissioners must approve leases for a term of more than three years or if revenue is estimated to be more than $50,000.00 per year.

To ensure transparency, copies of documents related to the agricultural leasing process, including lists of available properties and RFP, are posted on the Boulder County website. After a lease has been awarded, all documents for the entire process become public records and are available for public inspection.

While this program is competitive, it offers an easier way for young and beginner farmers to find affordable land to farm on without all the risks of full ownership so long as they meet certain criteria.

Additional information can be found at: https://www.bouldercounty.org/departments/parks-and-open-space/ Pitkin County Pitkin County's Open Space and Trail Department (OST) operates a land lease program on several properties acquired for open space with an active agricultural component that they wish to see remain as productive agriculture lands. The mission of the program is to find appropriate tenants or lessees to manage each OST property.

The OST ensures lessee management and activities are compatible with open space properties with more comprehensive record keeping of agricultural inputs and oversight of agricultural operations. At minimum, all lessees will be required to keep records on irrigation, fertilizer, seeding, and yield. An annual operating plan is developed for each lease to assist OST staff in assessing proper property management and to ensure compliance with any existing management plans and conservation easements associated with the leased ground. OST staff will also make regular site visits to leased properties to facilitate communication. Any structures associated with an agricultural lease are managed in accordance with the management plan for that OST property. Leases are often in the form of either subleasing/assignment or growers' associations/cooperative agriculture leases.

The OST leases approximately 352 acres each year with individual leases ranging from 10 to 100 acres. In response to this increase in available land and an increased interest in leasing from Pitkin County, OST has drafted an updated Open Space Lease Policy to recognize the needs of beginning farmers and ranchers, and to protect the ability of all producers to thrive and provide local food for the community

Additional information can be found at: https://pitkincounty.com/DocumentCenter/View/8713/Agricultural-Lease-Bid-Process?bidId

Agritourism

Much of Colorado was founded on agriculture and the agricultural economy is still vital to many local economies. Agritourism is a way for farmers and ranchers to make additional income and diversify operations through activities, events, and services related to agriculture, which may take place on or off the farm or ranch. This is a valuable opportunity to connect everyday Coloradans and tourists with the heritage, natural resources, or culinary experiences they value. There are three general classifications of agritourism activities: on-farm/ranch, food-based, and heritage activities. Some of the operations for agritourism include bed & breakfasts, farmers markets, and agriculture festivals. In 2017, the last USDA Ag Census indicated that 1,056 Colorado farms offered agritourism and recreational services, totaling approximately $64 million in additional farm income.

The Colorado Department of Agriculture (CDA) compiles a list of events, activities, and participants for each region, for every fiscal year, to increase awareness for the programs for agricultural operators and potential visitors.

In response to the upswing in agritourism the Colorado Tourism Office (CTO) has helped smaller operators add offerings such as dinners, tours, you-pick produce, and overnight farm stays. As part of this initiative, the CTO launched the Cultural, Heritage/Agriculture Mentor Program in 2014. Agricultural operators that aspire to expand business operations are paired with experts, who receive compensation from the CTO and provide guidance on topics like hospitality, public relations, and grant-writing.

These programs build on the growing desire from many people to buy from and support local industries, especially within the farmers market and CSA sectors. Mesa County offers an example of a successful program that could be adapted to Pueblo County. In 2011, the Palisade Wine and Fruit Byway was established to encourage agritourism. The Byway includes signage and kiosks directing bicyclists and motorists touring the orchards and wineries of Orchard Mesa along a 25-mile loop route starting at 32 and C Roads.

Additional information can be found at:

- https://ag.colorado.gov/markets/marketing/promotions/agritourism.
- https://www.codepublishing.com/CO/GrandJunction/html3/GrandJunction39/GrandJunction3916.html

TRANSFER OF DEVELOPMENT RIGHTS PROGRAMS

About

Transfer of Development Rights (TDR) programs shift development rights from areas unsuitable for development (e.g., natural hazard areas) or areas where lower density or land conservation are desired (e.g., sensitive lands such as wetlands or agricultural lands) to areas where more growth or higher densities are desired. These are often referred to as sending areas and receiving areas, respectively. TDR programs facilitate the sale of development rights in sending areas to developers in receiving areas who usually receive some additional development potential with the purchased development rights. A conservation easement may be placed on the property from which the development rights are transferred. TDR transactions are usually between private landowners and developers, although some communities maintain a "TDR bank" that buys development rights with public funds and "banks" the TDRs until there is a willing buyer in a receiving area.

Purpose

TDR programs are used to achieve dual community goals of preserving lower density rural areas and encouraging higher density growth near existing communities with readily available or planned public services and infrastructure. TDR programs are favored in many communities for creating a market-based system that leverages private sector resources to fund land preservation programs. These programs also ensure that landowners in sending areas that may lose development potential realize the fair market value of their land.

Key Elements

TDR programs are often developed in conjunction with comprehensive plans that seek to minimize urbanization in surrounding rural areas and the proliferation of dispersed development in rural areas. Often these goals are tied to preserving contiguous natural areas (i.e., habitat corridors) or minimizing conflicts between agricultural activities and developed areas (particularly residential development) and pressures to convert agricultural land to non-agricultural uses. TDR programs work best where there is a demand for development that can only be achieved through the increase in density allowed by purchasing development rights. Key elements found in TDR programs are:

- Identification and mapping of sending areas based on core community values about resource conservation as articulated in comprehensive plans or open space plans. Resource areas often include agricultural lands, wetlands, woodlands, habitat areas, historic resources, viewsheds, shores or coastlines, etc.
- Strict sending-area development regulations that limit density based on acceptable community thresholds.
- Identification and mapping of receiving areas based on comprehensive plan goals regarding growth and density. Receiving areas need to be where there is a market for higher density and where higher density is compatible with existing development.
- Density and/or TDR incentives that are attractive for landowners in sending and receiving areas and that are tailored to local market conditions.
- Specific formulas for determining the amount of development rights available from a property in a sending area and for allocating those rights to a development in the receiving area. That is, how many TDRs a property has available to sell and how much each TDR will increase the allowed density for the development in the receiving area. The marketplace determines the value of TDRs at any point in time.
- An approval process for authorizing the transfer of development rights.
- Some programs establish a TDR bank to purchase, hold, and resell TDRs.
- Some programs include incentives for developers to purchase TDRs. These are usually in the form of exemptions from other development conditions normally required for approval.
- Outreach to inform landowners and developers about program features and to educate the

public about the community benefits of the program.

Funding

Public funds are generally not used to finance TDR programs. Instead, the programs are intended to stimulate private sector participation by creating a market for development rights. In some cases, however, TDR banks are established, and public funds are used to purchase TDRs from willing sellers to be sold to buyers in receiving areas when there is a market for the TDRs.

Example Programs

Boulder County, Colorado

BACKGROUND

Boulder County established a TDR program in August 2008 to protect lands with productive agricultural value or environmentally sensitive areas such as wetlands, rare plantings, or wildlife habitat. The program also responds to the dramatic increase in median dwelling unit size in the last decade and the need to preserve the diversity of the housing stock in the county.

The TDR program is used alongside other land development tools such as the nonurban planned unit developments program, which started in 1978, and the majority of the county being limited to 35-acre minimum lot sizes. In conjunction with the TDR program, the County also requires a site plan review standard of compatibility—requiring that the size of dwelling units remain compatible with the surrounding neighborhood (area within 1,500 feet of the site, platted subdivisions of more than seven developed lots, or mapped townsites).

The TRD program mandates that all property owners in unincorporated areas purchase transferable development credits (TDC) if they want to build a home of more than 6,000 square feet. If a property owner has a vacant parcel or home smaller than 2,000 square feet in an unincorporated area, they may sell their TDC to a developer or homeowner seeking to build a larger home. This requires that the impacts of larger homes be offset through the preservation of either vacant land or smaller homes. There is no maximum house size limitation included in this program.

Sending sites for the TDR program, which must be in unincorporated Boulder County, are eligible to receive two units per 35 acres with an extra unit allowed per 35 acres if an undivided interest in water rights stays in use on the land and is deeded to the county.

Potential receiving areas are not mapped by the County to avoid artificially raising or lowering property values through speculation. Rather, the County requires that any interested property owner show how their property meets the criteria for approval as a receiving area. Neighboring landowners are notified, and public hearings are held once a receiving area is proposed. The County has intergovernmental agreements with several of the communities within the county to act as sending and receiving areas, including the Boulder, Erie, Lafayette, Longmont, Louisville, and Superior. Unless there is an intergovernmental agreement that requires a higher percentage, 75 percent of the units transferred to the receiving site are required to come from a defined sub-area surrounding the site.

The sale, purchase, and exchange of TDCs are completed through a 3rd party clearing house that helps facilitate communication between buyers and sellers. Although the County has yet to purchase any TDCs, they may depend on market conditions.

Once the owner agrees to restrict uses of the property in exchange for a TDC, their land is deeded with a conservation easement in perpetuity. Owners of TDCs can sell to developers for use wherever the County and a local municipality have agreed to allow greater density, or TDCs that owners can sell for use on properties where owners have received land use approval to exceed single-family residential size limits. These properties remain privately owned and are therefore not open to the public.

RESULTS

Conservation easements on privately-owned land from the TDR program have preserved over 39,000 acres of land. The strength in the housing market in Boulder County provides a good incentive for people who want to develop on sensitive lands. The third-party marketplace is a transparent way for

both buyers and sellers to see how much TDRs and TDCs are worth and helps match potential buyers and sellers. The program also allows more flexibility because there are no exact defined sending and receiving areas.

Additional information can be found at:

- https://www.dailycamera.com/2010/11/23/boulder-county-slightly-softens-house-size-rules/
- https://www.bouldercounty.org/property-and-land/land-use/planning/transferable-development-rights-tdr/

Larimer County, Colorado

BACKGROUND

In September 1998, the City of Fort Collins and Larimer County approved a TDR program to coordinate development patterns towards a specific area in the southern area of the Fort Collins Growth Management Area and to implement the Fossil Creek Reservoir Area Plan. The purpose of the plan is to maintain significant natural areas, wildlife, scenic views, and farmland between Fort Collins and Loveland, and surrounding Fossil Creek Reservoir while directing new development to a receiving area called the Fossil Creek Reservoir Area through the trade of transferrable density units (TDU).

The sending area includes about 500 acres immediately surrounding the reservoir, effectively creating a ¼ mile natural resource buffer around the edges of the naturally sensitive reservoir area. New development was directed to an area north of the Fossil Creek Reservoir called the Fossil Creek TDU zone. To develop a parcel in the Fossil Creek TDU zone, at a residential density greater than that allowed by the underlying zoning classification, the owner must transfer TDUs from the sending area(s). Any owner of a receiving parcel who is required to obtain TDUs but could not secure any may voluntarily elect to pay a fee-in-lieu of transferring TDUs if specific conditions are met.

The baseline density for sending areas in the program is 114.5 percent of the density allowed by the current district. The baseline can increase for sites that include significant natural resources, community buffers, wildlife corridors, agriculture, park sites, historic landmarks, or important scenic views. TDUs may also be reduced for sending areas of 40 acres or less or when the site contains low development potential. The landowner can sell all or some of the TDUs. The TDU places an easement on the landowner's title that restricts all future development of the sending parcel. On the receiving sites one and half units can be built for each TDU purchased.

In 2019, the TDU program in Larimer County was discontinued because the objectives of the program were accomplished with the development build-out of the TDU Receiving Area and annexation. A total of 1,760 units were transferred into the Receiving Area and a total of 503 acres were protected in the sending areas. There was only one remaining property in the Receiving Area when the program ended.

RESULTS

The TDR program preserved a defined area set forth by the County and directed growth and densities to more desirable areas through a mandated program. The only potential shortcoming of the program was the limited scope of the program, which only applied to a limited geographic area between Fort Collins and Loveland.

Additional information can be found at:

- Larimer_County-_Co_TDR_Enabling_Ordinance_0.pdf (pcdn.co)
- https://s30428.pcdn.co/wp-content/uploads/sites/2/2019/09/Larimer_County-_Co_TDR_Enabling_Ordinance_0.pdf
- https://www.fcgov.com/planning/pdf/fossil-creek-doc.pdf

Mesa County, Colorado

BACKGROUND

In 1998, Mesa County and the cities of Fruita and Grand Junction entered into a Cooperative Planning Agreement for a Transfer of Development Rights/Credits Program (TDR/C) program. The program provides an agriculture buffer between the towns and preserve the natural landscapes, vegetation,

views, and wildlife while also preventing the subdividing of parcels. The program established a framework to match landowners that are eligible to sell development rights with land developers that desire to purchase development credits. Within the county, there are TDR/C sub-programs where unique sending and receiving are defined for each specific area and are designated by a map.

The program is entirely voluntary with property owners able to sell their development rights/credits to a buyer at a value established by the seller and the buyer, usually a fair market rate. After agreeing to the transfer of the development right, the sending area is then issued a Transferable Development Right/Credit Certificate by Mesa County. The Certificate is based on a Declaration of Restriction of Development and Easement signed by the owner of record from which Transferable Development Rights/Credits are being transferred, which must be presented to Mesa County. The buyer then uses these credits to develop at a density greater than that allowed by either the underlying Rural Residential zoning district or the Community Residential zoning district. These areas must be developed as a Planned Unit Development (PUD) in Fruita. A landowner with one TDR /C from unincorporated Mesa County is allowed seven additional dwelling units in the Fruita Receiving Area or eight if located within the buffer area.

Sending areas are typically land that is determined to remain undeveloped, such as prime agricultural land, an open space buffer between growing communities or an area with significant natural features. They are generally within three miles of Fruita's proposed 201 Sewer Service Area as identified in the 2002 Fruita Community Plan, or in the Fruita/Grand Junction/Mesa County Cooperative Planning Area (Buffer Zone) established by an Intergovernmental Agreement between Mesa County and the cities of Fruita and Grand Junction, or the Mesa County Agricultural/Forestry/Transition (AFT) zoning district, any Mesa County Urban Residential zoning district, or certain Industrial/Commercial areas (excluding those areas located in the "floodway" as determined by FEMA Flood Insurance Rate Maps). Sending areas must be at least ten aces in size and at least five acres must be preserved when selling off TDR/Cs. Owners of land in sending areas must deed restrict agricultural land, forests, and environmentally sensitive areas for at least 40 years.

Receiving Areas are generally located in the Rural Residential zoning district within the incorporated boundaries of Fruita. Certain vacant properties within the Community Residential and South Fruita Residential zoning districts are also eligible as receiving sites. The TDR/C Receiving Areas Map more specifically identifies the locations of eligible receiving sites.

In 2005 the program was modified with the following changes:

- Expanded the size of the sending area from 1 mile outside the 201 area to 2 miles and increased the bonus unit allowance from 1:2.5 to 1:7 or 1:8 if within the buffer;
- Reduced the minimum sending area from 20 acres to ten acres in the AFT and AF35 districts;
- Added commercial and industrial zoned land into sending area;
- Decreased the minimum eligible sending area from 20 acres to five acres in the urban residential zones: RSF-E, RSF-2, RSF-4, etc. in the Redlands area; and
- Changed the receiving area in Fruita along a ½ mile strip to increase bonuses from two units per acre to four units per acre.

RESULTS

In 2007, Keith Fife, Mesa County's Long Range Planning Division Director, reported that the amended TDR program had issued 10 credits, preserving 50 acres in the Fruita sending area. While there is limited information since 2007 on how much land has been preserved from this program, the defined sending and receiving areas give buyers and sellers a good sense of what they need to do to buy or sell TDR/Cs. Unfortunately, the program is voluntary which may also be why there has not been numbers on acres preserved that the county can boast about yet. Another shortfall is the deed restriction on the property is not in done perpetuity, rather

is set at least 40 years, leaving ambiguity of the land past that time.

Additional information can be found at:

- https://www.mesacounty.us/mcweb/longrangeplan/TDR/Oct282005workshoppresentation.pdf
- https://www.mesacounty.us/mcweb/longrangeplan/Master%20Plan/Whitewater%20Plan/Transferable%20Development%20Rights.pdf
- https://www.mesacounty.us/globalassets/planning/land-conservation/transferable-development-rights---credits-tdr-c/specific-tdrc-programs/fruita.pdf

Pitkin County, Colorado

BACKGROUND

Established in 1994 the Pitkin County TDR program was originally adopted to encourage the relocation of development from rural, mountainous areas to sites proximate to existing services and infrastructure. The program was updated to include protection of environmentally sensitive areas and discourage development in natural hazard areas. Development rights are not acquired with public funds but are limited to private transactions.

CRITERIA

The County defines sending sites in their code as those areas meeting the following criteria:

- Legally created lot within specified zone districts.
- Lands within the Conservation Development PUD zone district.
- Lands subject to an Open Space Preservation Master Plan.
- A constrained site or visually constrained site not within certain specified zone districts.
- Properties on the Pitkin County Historic Register.

Receiving sites must be located within the Aspen Urban Growth Boundary with development rights only permitted to be used for a single-family residence. TDRs may be used to gain an exemption from the Growth Management Quota System, but the number of TDRs needed for an exemption varies based on the floor area of the residence proposed.

The number of TDRs available for sending sites is spelled out in the code, with differences based on size of parcel and zone district in which the sending site is located.

Review Process

An Irrevocable Certificate of Development Rights is issued by the Community Development Department following payment of a fee and application with supporting documentation, including ownership and legal creation of the lot. Staff reviews the application for compliance with the TDR sending site requirements before the Irrevocable Certificate is issued (concurrently with the execution of a restrictive covenant on the lot acknowledging that the development right has been severed from the lot and that future development is prohibited). The Irrevocable Certificate is valid until it is purchased and used on a receiver site. The development right is then retired, and the Certificate extinguished. The covenant remains in place in perpetuity.

To use a purchased Irrevocable Certificate on a receiver site, the owner of the Certificate surrenders the original signed certificate upon application for a building permit to use the floor area associated with the TDR. A copy of the deed(s) evidencing conveyance of the Certificate to the current owner must be provided. A Certificate does not guarantee approval of a receiver site for development.

RESULTS

According to an annual update on the TDR program prepared by the Pitkin County Community Development Department in December 2014, there have been 360 Certificates issued, and 34 TDR approvals were pending as of that date. A total of 194 transferred rights had been used on receiver sites. Approximately 8,332 acres of land have covenants recorded restricting development because of the program.

King County, Washington

BACKGROUND

King County, Washington—although not located in Colorado and in a very different context from Pueblo County—is included as an example because it is one of the most successful TDR programs in the country. The King County TDR program was first instituted in 1988 which allowed sending sites in the R-1 District to transfer one development credit per acre to receiving sites in two other rural zoning districts. This program resulted in only one transfer between 1988 and 1995.

In 1996, funds from King County and the State of Washington funded a Transfer of Development Rights Receiving Area Plan. This effort included a market analysis and public input that allowed the TDR program to be targeted to meet local priorities. Findings of this process included the need for a regional approach, a TDR bank, and a market incentive of 2:1 (e.g., two urban units per one rural unit transferred) to encourage transfers.

In 1999 King County Commissioners authorized a pilot project consisting of $1.5 million for a TDR bank to purchase development rights and a program of projects and incentives to entice urban communities to accept rural density credits. In 2001 the TDR bank gained permanent status and two intergovernmental agreements were signed with two communities in King County. The TDR bank now acts as a revolving fund with revenues received from the sale of development rights.

FUNDING

Program administration is funded by the County from general revenues. The TDR bank is self-funded through the sale of development rights it has purchased. Additional funds may be received for specific acquisitions through the Conservation Futures Tax, a statewide tax used to help counties fund the protection and preservation of resource lands.

CRITERIA

The TDR program identifies specific criteria for a property to qualify as a sending site as follows:

- The property must be in the county and be in one of six specific rural zone districts.
- The property must provide at least one of the following public benefits:
    - Agricultural potential
    - Forestry potential
    - Critical wildlife habitat
    - Open space
    - Regional trail connectors or urban separators

Receiving areas are determined individually through local intergovernmental agreements with participating cities in King County. Participating cities include Seattle, Normandy Park, Bellevue, Sammamish, and Issaquah. The county also identified other receiving areas within the county. Criteria for county receiving areas include:

- Unincorporated urban areas with specific zone district designations
- Rural areas within the RA-2.5 district may receive development rights from specific sending areas if the following conditions are met:
    - Domestic public water service is available.
    - The site is within ¼ mile of lots smaller than 5 acres.
    - The project will not adversely impact regionally or locally significant resources or environmentally sensitive areas.
    - The project will not require public services and facilities to be extended
- Allowed increases in density using TDRs are pre-determined by zone district in which the receiving site is located.

REVIEW PROCESS

Sending sites must enroll in the TDR program by completing an application, paying a review fee, and submitting the required documents to the King County Department of Natural Resources and

Parks. Staff reviews the application for compliance with the TDR program requirements and "qualifies" the property to transfer development rights. King County "certifies" the number of TDRs available to be sold at which time they are available to transfer, and a conservation easement is placed on the sending site. Conservation easements are tailored to meet the needs of the property owner, and development rights may be reserved for future use. The conservation easement and TDR certificate are recorded at the Recorder's Office. Sites within identified agricultural areas may require a Farm Plan which is prepared in conjunction with the King Conservation District.

TDRs are used in receiving areas to increase the number of dwelling units or commercial building square footage based on local code requirements.

RESULTS

According to the King County website between the years 2000 and 2014 there have been 71 private market TDR transactions involving 518 TDRs (bought and sold). This has resulted in the protection of 141,392 acres of rural and resource lands since the year 2000 and the reallocation of 2,467 potential dwelling units out of the county's rural areas.

Additional information can be found at: https://kingcounty.gov/services/environment/stewardship/sustainable-building/transfer-development-rights.aspx

PURCHASE OF DEVELOPMENT RIGHTS PROGRAMS

About

Purchase of Development Rights (PDR) programs are designed to facilitate the purchase of development rights and place a conservation easement (or other legal easement) on a property that restricts development on the property. The landowner retains ownership and can use the land for purposes specified in the easement (e.g., agriculture). Sometimes other public uses may be negotiated to be allowed on the property, but this is not required. Sometimes public access is specifically prohibited. The landowner retains the right to sell or transfer the land.

Purpose

PDR programs can be flexible since they can adapt the terms of the easement to the needs of the landowner and the easement holder. Easements are usually held by a non-profit entity, such as a land trust or conservation organization, but can also be held and managed by a local governmental entity.

Key Elements

PDR programs are tailored to the needs and values of individual communities. This is particularly important to garner support for funding measures to support acquisition of development rights and placing conservation easements. PDR programs often have combined goals of preserving natural areas, agricultural lands, and open space. Key elements of PDR programs are:

- Programs are developed to implement comprehensive plans and/or open lands or open space plans which have significant public involvement.
- Programs are administered by a citizen board or commission appointed by elected officials.
- Criteria for evaluating lands for the program are established prior to acquiring development rights and placing easements. Criteria are based on local values and the purposes identified in funding measures.

- Some programs have specific application cycles for funding.
- Some programs ask the landowner to partner with a land trust to apply for funding.
- All programs emphasize that they are there to provide an option for willing landowners to maintain their interest in the land.
- Many programs work with a variety of organizations to fund acquisitions to leverage their funds to the fullest.
- Mechanisms to enforce the terms of the conservation easement should be in place.
- The success of the program needs to be publicized, but in a way that respects private landowner's needs and desires.

Funding

Public funds are often used to purchase development rights in a PDR program. Funding can also be found through both local and national nonprofit conservation organizations that work to preserve natural resources and farmlands.

Local Funding

Local funding initiatives to support open space and agricultural lands preservation include bonds, property taxes, real estate transfer taxes, sales taxes, and appropriations from the local government's general budget. Examples are:

- Arapahoe County, Colorado: 0.25 percent sales tax extension through 2023 (2011)
- Douglas County, Colorado: $43,000,000 million revenue bond backed by a sales/use tax (2001)
- Mesa County, Colorado: Funded by grants from Great Outdoors Colorado (GOCO)
- Blaine County, Idaho: $3.5 million two-year property tax levy (2008)
- Davis, California: Farmland preservation mitigation fee paid by developers
- Lewis and Clark County, Montana: $10 million general obligation bond (2008)
- San Juan County, Washington: 1.0 percent real estate excise tax – 12-year extension (2011)

These programs usually have specific criteria to assess the eligibility of lands for protection and are coordinated with local comprehensive plans and agricultural preservation programs.

Federal Funding

Federal funding is also available for easement purchase. The federal government's Agricultural Act of 2014 established the Agricultural Conservation Easement Program (ACEP), which replaces the Farm and Ranch Lands Protection Program (FRPP) and the Grassland Reserve Program (GRP) with a new Agricultural Land Easements (ALE) program targeted to farm and ranch land. Funds are administered by the Natural Resources Conservation Service of the U.S. Department of Agriculture. Funds are available to eligible partners to purchase easements to protect the agricultural use and conservation values, including grazing uses. Eligible partners include tribal governments, state and local governments, and nonprofit organizations with farmland or grassland protection programs. Up to 50 percent of the fair market value of the agricultural land easement can be funded through this program. If there is a determination that grasslands of special environmental significance will be protected, up to 75 percent can be funded.

Nonprofit Funding

Conservation organizations and land trusts often do private fund raising to support easement and land acquisition programs. Lands protected in these programs must meet the organization's goals. Often these organizations will hold and manage conservation and agricultural easements. National organizations might include The Trust for Public Land, The Conservation Fund, and The Nature Conservancy.

Example Programs

Mesa County, Colorado

BACKGROUND

To help support voluntary land conservation techniques in the county Mesa County and the municipalities of Palisade, Fruita, and Grand Junction developed an intergovernmental agreement to create a Purchase of Development Rights (PDR) Review Committee allowing them to purchase Transfer of Development Rights/Credits (TDR/C)

within the county. After the formation of the committee, the participating entities, along with the Colorado West Land Trust, applied to the Great Outdoors Colorado (GOCO) for a grant to purchase development rights solely within the cooperative planning areas of the Grand Valley, established in 1998 with the TDR/C program.

The County entered a contract with the Colorado West Land Trust to provide services to negotiate with landowners for the purchase of their TDRs with the PDR Review Committee determining which properties are most appropriate to purchase TDRs from. The role of the committee is to determine which sites are more appropriate and review proposed projects considering the established criteria.

The Committee uses the following set of guiding principles when pursuing the purchase of development rights:

- Purchase from willing seller only;
- Pay only fair market value;
- Require a landowner to donate a minimum of 25 percent of the appraised value;
- Utilize priority criteria to evaluate potential properties;
- Balance the selection of projects over time and among community separators; and
- Landowner must agree to promote benefits of the program.

RESULTS

Since the inception of the Committee, the Colorado West Land Trust has completed 43 conservation easements protecting 1,401 acres within two buffer areas. Over the last five years, the Colorado West Land Trust has pursued and won $7.81 million in grant funding for every dollar invested by the County and the three municipal partners.

Additional information can be found at:

- https://www.mesacounty.us/globalassets/finance/budgets/2016/budget-requests/mesa-land-trust.pdf
- https://www.mesacounty.us/globalassets/planning/codes-plans-policies--standards/cooperative-planning-areas/agreements/purchase-of-development-rights-committee-agreement---mca-2000-39.pdf

Routt County, Colorado

BACKGROUND

The Routt County PDR program was established in 1996 after the completion of the Routt County Open Lands Plan that addressed agricultural and ranching traditions as well as open space values. The program goals encourage the continuation of agriculture as a vital sector of the economy and to advocate for the protection of natural, open, and productive lands that contribute to Routt County's special landscape.

In 1996, voters approved a 1 mill increase in property tax to fund the PDR program and extended the program for 20 more years in 2005 (along with a 0.5 mill increase on property taxes).

Applications for the PDR program go through a two-tier review and scoring system. The first tier evaluates the following areas:

- Leverage of other resources;
- Quality of the land resource and economic viability/potential to stay in agriculture;
- Relationship to other community values such as natural areas, wildlife habitat or historic resources; and
- Circumstances affecting continued agricultural operation or maintenance of natural values and function.

The second tier applies only if the application is approved for funding after review in tier one. The second tier focuses on due diligence required for a real estate transaction and evaluates the legal and financial arrangements of the proposed easement acquisition.

To be considered for the program a landowner must apply to the program in conjunction with a qualified land conservation organization. The PDR Citizens' Advisory Board, appointed by the Routt County Commissioners, reviews all applications and makes recommendations to the Board.

RESULTS

Since initiation of the PDR Program in 1997, the County has helped fund the purchase of conservation easements on 50,105 acres, at a cost of $26.8 million dollars, including transaction costs. Six PDR projects covering an additional 7,209 acres, at a PDR funds cost of $2,634,000. have also been approved for funding and are pending completion. Once these projects are completed, the program will have preserved a total of 57,311 acres at a cost of about $29.4 million dollars. Completed PDR projects range in size from the 3,507-acre Dry Fork Ranch, north of Hayden, to the 13-acre Fournier property.

Additional information is available at: https://www.co.routt.co.us/110/Purchase-of-Development-Rights-Board

Gallatin County, Montana

BACKGROUND

The Open Lands Program was established in 1997 to address loss of agricultural land in Gallatin County, and to manage growth, preserve ranches and farms, protect wildlife habitat and water quality, and provide parks and recreation areas.

Two bond measures authorizing $10,000,000 each were approved in 2000 and 2004 to fund the purchase of land and conservation easements.

The PDR program has a specific quantitative scoring system based on the following criteria:

- Parcel size
- Surrounding land use
- Agricultural value
- Natural resource value, and
- Length of time land owned by the family

Acquisition of easements are reviewed and recommended by a County Commissioner appointed Open Lands Board. By resolution, the Open Lands Board must have a majority of ranchers and farmers. The County Commissioners must hold a public hearing to review projects recommended for funding from the bond funds.

RESULTS

According to Gallatin County, there are currently 17 properties with easements purchased through this program.

APPENDIX E



COMMUNITY ENGAGEMENT SUMMARY

A variety of stakeholder and community input opportunities were provided during each phase of the planning process to encourage broad participation and representation from different geographies and stakeholder groups within Pueblo County. Due to limitations on in-person gatherings as a result of the COVID-19 pandemic, virtual and online engagement tools were necessary for much of the process. The results of these opportunities for input are summarized below.

ONLINE QUESTIONNAIRE #1: VISION AND VALUES

Online Questionaire #1 explored existing conditions in Pueblo County in the following areas: quality of life, housing, economy, transportation, recreation, environment/natural resources, built environment, and rural/unincorporated areas. Additionally, the survey looked at how the needs of incorporated and unincorporated areas differed within Pueblo County. This input was used determine what is working well in Pueblo County today, and what could be improved.

828 community members participated during this phase. Read a summary of the results here.

PRELIMINARY PLAN FRAMEWORK

A number of virtual outreach methods were used to collect feedback on the Preliminary Plan Framework for the Pueblo Regional Comprehensive Plan. The primary focus was to gauge community support for the guiding principles and goals that provided initial direction for the Plan. The public comments were synthesized to identify key themes that emerged from the outreach efforts.

125 community members participated during this phase. Read a summary of the results here.

GROWTH SCENARIOS AND KEY POLICY CHOICES

As part of a series of events hosted in July and August 2021, community members and stakeholders were asked to review three land use scenarios and a series of associated policy considerations. Events included in-person open houses and pop-up events, as well as a virtual Regional Thinktank meeting, and Online Questionnaire #2.

120 community members participated during this phase. Read a summary of the results here.

DRAFT REGIONAL COMPREHENSIVE PLAN

The public was invited to review and comment on the Draft Plan through e-blasts that were sent to all project website subscribers and through social and traditional media outlets (as determined by the public information offices for Pueblo County, the City of Pueblo, and Pueblo West).

62 individual comments were received on the Draft Plan. Read a summary of the results here.

APPENDIX F



INVENTORY OF CULTURAL RESOURCES

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The Official Pueblo Inventory of Cultural Resources

Current as of September 30, 2020

Notes:

Comments and corrections are welcome. Please send to HPC@Pueblo.us and include "HPC inventory" in the subject line.

This inventory includes some places only surveyed. For listings that are subject to historic preservation regulations, see *Property Appendix* for indicated listings on the City of Pueblo, State of Colorado. Also see *Property Appendix* for alternate addresses of a place.

Properties within the City limits listed on the National Register of Historic Places before 1981, and properties listed 1981 and after with owner consent signature are retroactively listed as local landmarks per City of Pueblo Historic Preservation Code, Pueblo Municipal Code, Section 4-14-8(l).

National Register Properties outside historic districts are summarized from published Colorado Historical Society descriptions. Properties within Historic Districts (district names denoted in description) are summarized from 1980 Pueblo Building Survey and Nominations.

Bibliographic sources may be found in original landmark application staff reports.

Historic districts

(alphabetical by name)

1500 North Santa Fe Avenue

Mineral Palace Park Historic District

Property acquisition and park establishment, 1896. Subsequent land and lake additions, 1903. Contributing buildings and sites constructed 1936-1939. Mineral Palace Park's prominent location just west of the Fountain Creek has been an important northern gateway to Pueblo's urban environment throughout its history. The park was originally envisioned to embellish the grandiose Mineral Palace, built to showcase Colorado's mineral wealth. The park embodied a lush and expansive vision of urban parks brought to Colorado from eastern cities as part of the "City Beautiful" movement in urban design at the turn of the century. Although the park was first designated in 1896, the period of greatest significance in the park's development was the depression period of 1936-1939 when the Works Progress Administration (WPA) was most active. The remaining WPA era structures, defined for this nomination as contributing to the historic district, include:

- The Main Street entrance gate
- The boathouse/pavilion near Lake Clara
- The original portion of the lake retaining walls
- The bridge over Lake Clara
- The band shell near the lake
- The ranger station and accessory building at the northeast side of the park
- The pathways defining the formal garden (originally the rose garden) area
- The remaining park road walls constructed during this period

These structures were originally built by the WPA, with an emphasis on teaching building skills in various related fields, such as masonry, carpentry, electrical and plumbing, in order to train workers in a job skill useful in later work. The design and craftsmanship show the progression of workers in training. The structures are physical representations of the struggles experienced by Puebloans and all Americans to survive the Great Depression.

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Generally Located from Court to West Street and 17th to 19th Streets
The North Side Historic District

This is Pueblo's only local register residential historic district of 79 contributing homes (22 in phase 1, and 57 in phase 2) that showcases the evolution of Pueblo's exclusive premier 'merchant prince' neighborhood set away from the smoke of the steel mill. The existing historic district represents only a small portion of the overall contributing resources that are located directly north of the district's boundary. The homes in the district represent many of the best 'high styles' architectural examples of each style in Southern Colorado and were homes of the many Pueblo business executives and their high-ranking associates.

South side of the 300 Block of W. Pitkin
Pitkin Place Historic District

In the early 1890s, the architect-contractor team of George Roe and E.W. Shutt built six of the seven residences within the district. Developed on land owned by the Colorado Fuel and Iron Company as an exclusive subdivision, Pitkin Place is a linear grouping of residential properties exhibiting a high degree of visual continuity.

Main Street, Union Avenue, & Victoria Avenue.
Union Avenue Historic Business District

The district consists of a group of commercial structures located south of Pueblo's central business district. Of the total 87 properties, 70 contribute to the historic and architectural importance of the district.

The first reference of the street appears on maps as early as 1872 as "5th Street", and a revised reference to "Union Avenue" on photographs as early as 1880. Originally a wholesale and warehouse district associated with the Denver and Rio Grande Railroad. The addition of a trolley line of 1882 connected the north and south sides of Pueblo with a bridge across the river. Then a commercial center, Union Avenue developed quickly, and by the time the 1904 Sanborn Fire Insurance Maps were published, most of the significant buildings that still stand on Union Avenue today were already constructed. The street served as a business center until the great flood of 1921, which inundated the entire Union Avenue area and much of downtown Pueblo. Some of the buildings that were not completely demolished by flood waters were repaired and as a result, many of the circa 1880 buildings on Union Avenue were "updated" to include the architectural stylings of the 1920's. Following the decline of Pueblo's rail industry in the 1920's, Union Avenue became dependent upon railroad passenger business, and through the 1930's and 40's, the economy of the district was supported largely by local taverns and a notorious "red light" district. The decline of rail passenger business coincided with a crackdown on illegal activities in the 1950's and ushered in an era of renewed focus on revitalization of the area, aided by the newly established Pueblo Urban Renewal Authority.

Individual listings
(alphabetical by address)

Unknown or yet-to-be confirmed locations
Tunnels of Historic Downtown Pueblo

Considering reconnaissance

110-110.5 West 2nd Street
MacIndoe Plumbing

Pending copy of survey

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115 West 2nd Street
R.T. Frazier Saddlery

Pending copy of survey

108 West 3rd Street
Irish Pub

Pending copy of survey

112-114 West 3rd Street
Rocky Mountain Bank Note Company

Pending copy of survey

118-118.5 West 3rd Street
Pending copy of survey

212-222 West 3rd Street
Henkel-Duke Mercantile Company Warehouse

Constructed in 1895, the four-story brick building is in downtown Pueblo and functioned as a wholesale grocery warehouse for many years.

323 West 3rd Street
Pending copy of survey

403 East 4th Street
The Sweeny Feed Mill

This late 19th Century mill is historically significant because of its association with owner Andrew McClelland, manager Joseph F. Sprengle, and James Koller Sweeny as well as for its association with the development of Pueblo as Colorado's principal industrial center. It is indicative of the agricultural-and extraction-based processing industries that once dominated the city's economy, but are now increasingly rare. The Sweeny Feed Mill is an early example of industrial "curtain wall" construction using minimal structural components throughout the building in place of the more commonly used wood framing or heavy masonry construction. The Elevator/Grain-Hay storage building is unique in its "crib" construction, which consists of flat-stacked 2-by 6-inch boards.

210 West 4th Street
Pope Business Block

Pending copy of survey

310 West 4th Street
Faricy-Owen Motor Company / Certified Customer Upholstery

Pending copy of survey

319 West 4th Street
Pending copy of survey

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117-119 West 6th Street
Pending copy of survey

112 West 7th Street
Sutton Building

Pending copy of survey

1402 East 7th Street
Saint Leander Church

Saint Leander Church has occupied a central position in the development of the East Side neighborhood since 1925 when the church was constructed. The church is one of the best, and only, examples of Institutional Spanish Mission Revival architecture in the East Side, and it was designed by the famous Colorado Springs Architect, Thomas MacLaren.

1438 East 7th Street
Saint Leander School

Saint Leander School has occupied a central position in the development of the East Side neighborhood since 1914 when the school was constructed. The building is significant for its association with the religious and secular development of the East Side neighborhood. The school is one of the best, and only, examples of Institutional Classical Revival architecture in the East Side.

408-416 West 7th Street
Rood Candy Company Building

The facility is a good local example of an early 20th century manufacturing facility. The main building is a three-story red brick structure characterized by its lack of ornamentation.

201 West 8th Street
Pending copy of survey

215 West 10th Street, (10th & Main)
Pueblo County Courthouse

Designed by New York architect Albert Ross, the brick building, faced with white sandstone, includes the Roman Classical elements associated with the Beaux Arts tradition. Constructed between 1908-1912, it is the third building to serve as the county courthouse, and it is southern Colorado's largest and most elaborate courthouse.

215 West 10th Street
First Presbyterian Church

Pending copy of survey

320 West 10th Street
Pending copy of survey

310 West 11th Street
First Methodist Church of Pueblo

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First United Methodist Church (FUMC) houses one of the oldest religious organizations in Pueblo and has served as a center for a number of community events and activities of a religious and secular nature since 1923. The church is also significant as noted Pueblo architect William Stickney's interpretation of the Gothic- and Tudor-Revival architectural styles, symbolizing the importance of the Methodist church's ties to England.

401-411 West 11th Street
Fitch Terrace

Constructed in 1902, as a speculative venture by Colonel Michael Fitch, the two-story brick building is Pueblo's best example of a terrace apartment. Exterior detailing includes stone and brick corbelling and belt courses that emphasize the sense of horizontality.

417 West 11th Street
White, Asbury, House

Late 19th Century Queen Anne style as interpreted by architect F.W. Cooper, the residence is one of the last remnants of a once prestigious residential neighborhood located just west of the Pueblo County Courthouse.

229 West 12th Street
Bowen Mansion

Built 1892. Late 19th Century, built by prominent local architect F.W. Cooper, for local attorney and politician Thomas Mead Bowen, the mansion blends influences of Richardsonian Romanesque with Queen Anne styling.

727 West 13th Street
The Edgar Olin House

Built in the late 19th Century, the stately Olin House stands at the corners of 13th and Craig, which became a busy thoroughfare leading to the Colorado State Hospital with the street car route running right by the house. It also was the residence of the prominent Pueblo pioneer businessman, Edgar W. Olin. A later resident was the Honorable Judge James W. Coulter, early Pueblo County Judge. The Olin House exhibits uncommon features of the Italianate style, including eave bracketry which is highly ornate in its carving, carved lintels, and a 3 story symmetrical entrance tower with its pair of double doors, bay windows and octagonal portions at each corner. With most of its features grounded in the Italianate but with a twist, the Olin House is the best example of residential Italianate architecture on the north side, and quite possibly the city in its entirety.

West 13th Street & Francisco Street (1301 West 13th Street)
Colorado State Hospital Superintendent's House

Completed circa 1934, the two-story Mediterranean style residence has white stucco walls and a red tile roof. For 28 years it was the home of Dr. Frank Zimmerman, a pioneer in the humane treatment of the mentally ill who also fought for better salaries and facilities. The house has six bedrooms, five baths and includes cast plaster ceilings, parquet flooring and many handcrafted features. Some of the wood was acquired from an 1883 structure that was part of the original state hospital. It has over 4600 square feet and the cost of construction was $24,920. Some of the labor was provided by patients of the hospital and WPA workers. Included in the building are conference facilities used by hospital staff and other state employees and a museum. On display are artifacts and information displays highlighting the history of the hospital and the changes in treatment of the mentally ill.

419 West 14th Street
Rosemount / Thatcher Mansion

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Designed by the New York based architectural firm of Holly and Jelliff, the three-story, rose lava stone over brick, mansion contains thirty-seven rooms and ten fireplaces. Built in the late 19th Century, it is a good example of Victorian era urban residential architecture. The mansion is open to the public as a museum.

325 West 15th Street
Baxter House / Bishop's House

Built in the late 19th Century, Oliver Hazard Perry Baxter's residence is a rich blend of late Victorian and Queen Anne architecture. Subsequent owners donated the house to the Catholic Diocese.

425 West 15th Street
Beaumont, Allen J., House

Built in the late 19th Century for Allen J. Beaumont, a prominent Pueblo attorney, architect A. Morris Stuckert's design is an eclectic mix of Queen Anne and Richardsonian Romanesque detailing. The one and a half story residence of pink lava stone sits on a hill overlooking the city.

303, 605 West 17th Street
North Side Historic District

See historic district description. Pending individual survey details.

302, 315, 317, 321, 325, 401, 409, 419, 423, 425, 529, 611, 615 West 18th Street
North Side Historic District

See historic district description. Pending individual survey details.

420 West 18th Street
Church of the Ascension / Ascension Episcopal Church

Designed by Frank E. Wetherell of the Iowa architectural firm of Wetherell & Gage, the 1914 sandstone trimmed brick building incorporates Tudor Revival style elements. The quality and integrity of the building's interior design and appointments enhance its architectural significance, and the compatible 1941 parish hall addition reflects the evolving needs of the congregation. A 1926 Tudor Revival style rectory of stucco and brick is located to the west of the church.

207, 209, 307, 309, 311, 411, 415, 419, 425, 519, 521, 616, 619, 620, 621, 624, 625 West 19th Street
North Side Historic District

See historic district description. Pending individual survey details.

416, 418, 420, 614, 622 West 20th Street
North Side Historic District

See historic district description. Pending individual survey details.

415 East Abriendo Avenue
McClelland Orphanage

The institution bears the name of its primary benefactor, prominent Pueblo businessman, Andrew McClelland. The present Colonial Revival style building was constructed in 1935, and the design incorporates Georgian and Adam elements.

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100 Block of West Abriendo Avenue
The Christopher Columbus Monument

300 West Abriendo Avenue
Walter, Martin, House

This circa 1906 blond brick two-story mansion is one of the largest and most elaborately detailed Foursquares in Pueblo. It was built for Martin Walter, founder and president of the Walter Brewing Company.

600, 700, 800, & 900 blocks of East B Street
The Grove Historic District

[Copy narrative from 5PE.5519, also see HPC-17-03]

101-111 West B Street
William Strait Block

Constructed 1891. "The Anthony" Hotel. Three story red brick with five store fronts; wooden modlings; stone piers and spandrel wall; stone quoins at side of building; stone belt course and stone lintels; parapet; and entablature.
Mary Battaglia (1980s) Jones, Charles E and Tanya R. (2000s)

113-115 West B Street
(Original name unknown)

White, Everett and Katherine M. Early 20th Century.

119 West B Street
The Favorite Tavern

Gallegos, John A. Early 20th Century.

121-125 West B Street
(Original name unknown)

Koncilja, Joseph A and James R. Early 20th Century.

132 West B Street
Union Depot

Late 19th Century Richardsonian Romanesque Revival style depot was designed by the Chicago architectural firm of Sprague and Newell. It is constructed of heavy rock faced red sandstone. An imposing structure, the depot was one of the largest and busiest in the region. Listed under Railroads in Colorado, 1858-1948 Multiple Property Submission.

132 West B Street (Behind Union Depot)
SANTA FE LOCOMOTIVE NO. 2912

Built in 1944, Locomotive No. 2912 is a rare surviving example of the final class of steam powered locomotives to be ordered by the Santa Fe Railroad. The 2900-series engines were both the largest and heaviest Northern-type locomotives built in the United States.

223 & 301 West B Street
Rio Grande Freight House

Constructed in 1924, the red brick building serves as a reminder of the important role played by railroads in the growth and development of Pueblo. The facility handled commercial shipments and provided temporary warehousing for goods in transit. It is Pueblo's only surviving freight station. (Contact mailing address is 1600 West 24th Street)

905 Berkley Avenue

Hazerlhurst / Berkley House

The late 19th Century residence was built for prominent Pueblo businessman Emanuel Tolle. It is a blend of the Queen Anne and Georgian Revival, the latter reflecting Tolle's Kentucky origins.

116 Broadway Ave.
Hose Company 3

Fire station #3, built three years after establishment of the fire department in 1895, was the first stand-alone fire station in Pueblo. It was designed to house horses and horse-drawn hose apparatus, which were common equipment at the time. Hose Company No. 3 is one of the only stations left standing in Southern Colorado that housed this type of apparatus. It served its purpose longer than any other fire station in the City of Pueblo's history.

126-128 Broadway Ave.
South Pueblo Lodge #31

The Pueblo Masonic Temple Building is located at the corner of Evans and Broadway Avenues, in the Mesa Junction. It has been a cornerstone building in the area since its construction in 1882. The 1926 brick reface and remodel of the Masonic Temple created a very simplified or modest expression of Renaissance Revival also known as Italian Renaissance, a style popular in Colorado between 1900 and 1930. The list of lodge members over the past 124 years is a Who's Who of Pueblo's civic and business community leadership.

400 Broadway Avenue
First Methodist Episcopal Church / Trinity Methodist

Pueblo architect George W. Roe designed this predominately Romanesque Revival style building in 1902. Much of the original interior remains in place.

401 & 405 Broadway Avenue
George McCarthy Funeral Home

[Research pending] Remodeled in 1945.

600, 700, 800, & 900 blocks of East C Street
The Grove Historic District

[Copy narrative from 5PE.5519, also see HPC-17-03]

215 Canal Street, Steelworks Museum Parking Lot
Mine Rescue Car #1

Built in 1882 as a Wagner Palace Sleeping Car, the Pullman Company modified it in 1910 for the U.S. Bureau of Mines' program to improve mine safety and rescue operations in Colorado's coal mines. It is one of only two such cars left in the country. Six were outfitted by the Bureau to serve as educational centers and rapid response rescue stations. Car No. 1 aided at numerous mining disasters before being sold to Colorado Fuel & Iron in 1923. The company used it at safety conventions and as a traveling classroom. The Pueblo County Historical Society is currently working to restore the car and plans to use it as an interpretive center. The car is now also on the National Register of Historic Places.

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215 - 225 Canal Street
Minnequa Steel Works Office Building & Dispensary

The Mission Revival style buildings at the Colorado Fuel & Iron Company's Minnequa Steel Works illustrate the growth of what became the largest single employer in the Pueblo region. They reflect the rapid improvements made to accommodate support services for the steel plant as it grew to become one of the largest iron and steel plants in the United States by 1906. Prominent Denver architect Frederick H. Sterner designed the original 1901 office building and 1902 dispensary. Pueblo architects continued the Mission style, with William Stickney designing the 1921 addition to the office building and Walter DeMordaunt the 1926 addition to the dispensary. The CF and I Mine Rescue Car is also individually listed on the NRHP and is housed at 215-225 Canal Street.

38 Carlile Place
Tooke-Nuckolls House

This late 19th Century residence was designed by architect O. Bulow. The two-story brick building is heavily ornamented and incorporates many features associated with the Queen Anne style.

44 Carlile Place
Carlile, James N., House

Constructed in 1872 as a modest residence, architect Frank West executed an extensive remodeling of the house during 1893-1894, adding porches and elaborate Queen Anne detailing for the developer of this south side neighborhood. The property, prominently located at the end of Carlile Place, shares the street with a number of other important Pueblo residences.

111-117 Central Plaza
Elda Rooms / Star Clothing Company

Shares a commercial/residential association like other commercial blocks surveyed in Downtown Pueblo. However, it has undergone extensive alterations since the 1970s, including the introduction of stucco, a new banner, and modified storefronts along its storefront façade. Nonetheless, it is associated with the city's economic development during the late nineteenth century.

119 Central Plaza (Previously addressed at 421 North Union Avenue)
Tutt Building

This late 19th Century building is one of the most intact commercial structures in the downtown area. This unusual triangular building's twelve-inch-thick walls are faced with red brick.

1 City Hall Place
City Hall

City of Pueblo. Constructed in 1917, this represents the work of a master.

1 City Hall Place
Memorial Auditorium

City of Pueblo. Constructed in 1919, this represents the work of a master. Memorial hall was named in honor of those who had lost their lives in the first world war. President Woodrow Wilson made his last public speech here on Sept. 25, 1919, urging support of the league of nations, as denoted on a plaque located in the adjacent city hall.

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200, 300, & 400 blocks of Clark Street
The Grove Historic District

[Copy narrative from 5PE.5519, also see HPC-17-03]

421 Clark Street
Our Lady of Mount Carmel Catholic Church

330 Colorado Avenue
The J.A. Wayland House

Since its construction in 1886 by a local developer and publisher J.A. Wayland, this structure has been a prominent fixture in Mesa Junction for over 100 years. Mr. Wayland went onto become a nationally significant publisher and populist progressive fighting for social reforms such as health care, good government, and education. The house is a fine example of a Queen Anne style residence which adds to the unique historic character of the South Pueblo/Mesa Junction neighborhood.

501 Colorado Avenue
Galligan House

Completed in 1891 for a prominent Pueblo attorney, the building is a good example of a Late Victorian Queen Anne style residence constructed with high quality materials, both inside and out.

601 Court Street
Pending copy of survey

909 Court Street
Pending copy of survey

1801 Court Street
Pending copy of survey

1801, 1805, 1821, 1825, 1827, 1910, 1912, 1914, 1917, 1922, 1926, 1927, 1930 Court Street
North Side Historic District

See historic district description. Pending individual survey details.

1901 Court Street
The Barndollar-Stone-Work House

The Barndollar-Stone-Work House, constructed in 1872, is one of the oldest homes in Pueblo. All three of the first three owners were prominent locally and nationally. A prominent and imposing structure, it is the only remaining building of the Second Empire style in Pueblo. The house contains all the prototypical Second Empire features: the distinctive mansard roof with dormers, a flat roof on top with center cupola, a bay window located along the side, and full porch.

1906 Court Street
Barndollar-Gann House

W. J. Barndollar, a prominent local banker, business-person and politician, commissioned Pueblo architect Patrick P. Mills to design the house in 1889. It is a well-preserved local example of the Queen Anne style.

The Official Pueblo Inventory of Cultural Resources,
City of Pueblo Historic Preservation Commission, Effective September 30, 2020

1409 Craig Street
Duke, Nathaniel W., House

This two and a half story brick Queen Anne residence was designed in 1889 by Denver architect Fred A. Hale. Its most notable feature, a large oversized three-story tower at the southeast corner of the home, affords one of the finest views of the city and mountains to the west.

600 block of East D Street
The Grove Historic District

[Copy narrative from 5PE.5519, also see HPC-17-03]

112 West D Street
(Original name unknown)

Anzuini, Ida J. Built 1904.

535 Dittmer Avenue
The Florman House

Built in 1939, the Florman House is a classic example of Pueblo Revival style, characterized by exposed vigas; low, flat, battered walls; and low, flat, pitched roofs. The builder and apparent designer was W.M. Cooper, a prominent building contractor throughout New Mexico and Colorado. The garden and landscape of the two-acre lot with a large pond, almost certainly constructed by the WPA work crews working in nearby City Park, contribute to the significance of the nomination. The house was build by Harold F. Florman, son of pioneer Puebloans M.M. Louis Florman. Florman Manufacturing Co., begun in 1887, distributed paint and glass products throughout the region.

1701, 1707, 1800, 1801, 1810, 1827, 1830, 1901, 1909, 1910, 1911, 1914, 1915, 1919, 1921, 1922, 1924, 1925, 1930 North Elizabeth Street
North Side Historic District

See historic district description. Pending individual survey details.

1819 North Elizabeth Street
The Morey Bernstein House

A good example of the Mediterranean/Tuscan style designed by renowned Pueblo architect W. W. Stickney, with remarkable physical integrity constructed in 1926. Asbury White, co-founder of White & Davis Department Store, built the house. The second owner of the house was Morey Bernstein, perhaps Pueblo's most renowned author. In 1956, Bernstein's amateur interest in hypnotism led to the publication of "The Search for Bridey Murphy", an account of hypnotism and past life regression.

2121 North Elizabeth Street
Frazier, R.T., House

Built in 1915, the design for this tapestry brick bungalow may have been derived from the popular style books of the period. Frazier, a prominent saddle maker, spared no expense on his state of the art residence.

1201 and 1203 Elm Street
Gus' Place

The Official Pueblo Inventory of Cultural Resources,
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1201 Elm Street has functioned as an important community gathering place since 1892. The building served as a church for an early African American church, and later as a Mesa Mission for immigrants during the height of teen's immigration boom. The current use as a neighborhood pub dates from 1934, the first year after prohibition, and demonstrates the neighborhood and community's dedication to this distinctive place.

1143 East Evans Avenue
Swartz Block / Odd Fellows Hall

Built in 1898, the building is a two story gray stone Romanesque Revival commercial building which once housed the Bessemer Pharmacy and a meeting hall used most notably by the Odd Fellows organization. The building served as a social gathering center and a prominent neighborhood commercial center for most of its life.

1201 East Evans Avenue
The Bessemer Fire Station

A classic example of the partnership between a municipality and the depression-era Works Progress Administration, the Bessemer Fire Station is the city's best example of a commercial Pueblo Revival style structure built in 1941, a rather late manifestation of the WPA. Constructed from the brick of the former adjacent Bessemer City Hall, it anchors the heart of Bessemer and symbolizes the glory of the Steel City.

228 West Evans Avenue
First Congregational Church

Fred A. Hale is credited as the architect of this 1889 Romanesque style church of random coursed red sandstone. Defining features include a corner entry bell tower and a circular transept with arched windows.

726 North Glendale Avenue (curb corner; 38.274545, -104.596806)
Pueblo Trolley Track, Bessemer – East Pueblo Route

[Copy narrative from HPC-17-03] "A small segment of the original tracks are visible at the southeast corner of 8 St. and Glendale Ave."

800 Goodnight Avenue, (City Park)
City Park Carousel

This three-abreast C.W. Parker "Jumping Horse Carry-Us-All", with thirty-six hand carved horses, includes one lover's tub and one chariot. It was purchased by J.J. McQuillian, owner of the Lake Minnequa Amusement Park, in 1914. During the Depression, the carousel was sold to the city and moved to City Park sometime between 1937 and 1941.

100 North Grand Avenue
Pending copy of survey

1025 North Grand Avenue
Sacred Heart Cathedral

The building is an outstanding example of Gothic Revival architecture. Plans for the church were the work of Denver architects Robert Willison and Montana S. Fallis. The church was dedicated in 1913 and designated as a cathedral in 1942.

1325 North Grand Avenue
Temple Emanuel

The Official Pueblo Inventory of Cultural Resources,
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This 1900 Reform Jewish house of worship is architecturally significant as an interesting interpretation of the Queen Anne style employing both classical and Richardsonian Romanesque elements.

1812, 1825, 1827, 1901, 1903, 1912, 1913, 1915, 1918, 1919, 1921, 1922, 1925, 1930 North Grand Avenue
North Side Historic District

See historic district description. Pending individual survey details.

1825 North Grand Avenue
Rice, Ward, House

Designed by architect F.M. Cooper, the 1892 house was modified during the early 1900s. The brick and wood shingled residence is a well preserved example of the Queen Anne style.

2201 North Grand Avenue
Streit, J.L., House

The late 19th century Victorian residence, distinguished primarily by its tower, was designed by architect P.P. Mills. It was built in 1888 by the Dundee Investment Company within a subdivision being developed by the company.

2713-2715 North Grand Avenue
Pueblo Colored Orphanage and Old Folks Home / Lincoln Home

Constructed between 1889 and 1904, the two houses were purchased in 1914 to serve as the Lincoln Home. In operation until 1963, Pueblo's entire black community took an interest in the property's management. It served as the only known orphanage of its type in Colorado, and the sixteen Federated Colored Women's Clubs throughout the state supported its operation. The Pueblo Dr. Martin L. King Jr. Holiday Commission was awarded grants by State Historical Fund for a State Register Nomination in 1995 (SHF-95-M2-035) and an interior and exterior rehabilitation valued at $100,775 in 1999 (SHF-99-01-057).

Further information from historic Karen Mitchell: http://www.kmitch.com/Pueblo/orphanlincoln.html

107 South Grand Avenue
La Veta Place and Mercantile Building / Arts Alliance Studios

Constructed in 1891. It is a fine example of a late Victorian and Romanesque Revival architecture.

The construction of the historic building coincided with the rising Industrial Age of Pueblo. Supporting both the railroad industry and the need for housing, La Veta Place appears to have been built to accommodate the rising population and the commerce that would be needed to support the influx of new people to the city. According to the 1893 Sanborn Perris maps, the first floor of the building, originally addressed as 101 through 111 S. Grand Ave., was constructed for commercial merchandising, and the upstairs was originally configured as a boarding house, called "The La Veta Place." The 1893 through 1896 Pueblo City Directories list Mrs. Carrie S. Landon as the proprietress of The La Veta Place at 105 ½ Grand Avenue with Rose Brown as her domestic. Many of the boarders who took rooms at The La Veta Place were involved in the railroad industry and in the business district in downtown Pueblo. Residents held such titles as: engineer, grocery clerk, cigar manufacturer, and manager of a carriage company.

The Official Pueblo Inventory of Cultural Resources,
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To the south of 107 S. Grand Avenue was the Union District where Late Victorian style buildings were being constructed from the late 1800s through the early 1900s. The Union District and the railroad was an integral part of the early formation of the commercial district of Pueblo. The flood of 1921 destroyed many of the historic buildings in the Union district, but 107 S. Grand suffered very little damage and currently remains a solid and useable structure. The historic building at 107 S. Grand Avenue was in the heart of the business and transportation hub of early Pueblo and visually contributes to the history of Pueblo. As an historical commercial space and boarding house, it provides historical evidence of the rising population of Pueblo during the late 1800s, and the need for more housing and businesses to support the new community members who were arriving daily as Pueblo grew into its Industrial Age. Nominated for landmark designation by the Pueblo Arts Alliance in 2016.

Tracing the ownership of 107 S. Grand Ave. back through deeds Luke Lutin, a local Pueblo stockman, owned the property in 1904, when he deeded the property to his three children, Catherine Eugenia Lutin, Mary Elizabeth Lutin and Charles Lutin. In 1930, Catherine Eugenia Lutin, whose married name was C. E. Gideon, lost the building due to delinquent taxes and her sister, Mary E. Lutin acquired the building as the sole owner. Mary Lutin, a prominent member of Pueblo, and a successful real estate business woman, set up a scholarship fund at CSU in Pueblo to aid in the education of local students. In 1965, Mary Lutin sold the building to Fred and Elizabeth Hegler.

According to a 2007 article in the Pueblo Chieftain, Fred Hegler opened a decorating business on the first floor of the building in 1953, called “Fred’s Decorating.” After Fred and Elizabeth Hegler bought 107 S. Grand in 1965, they remodeled the second story into office space. In 1979, Elizabeth Hegler ran her costume business out of the building, called “Betty’s Costumes,” which was then moved to the building behind 107 S. Grand Avenue. Fred Hegler also ran a trash and recycling business on this property and the grounds, and the building at 107 S. Grand Ave. is often remembered as “Fred’s Trash Building” by locals.

In 2015, The Pueblo Arts Alliance (107 S Grand Avenue, LLC) bought the historic building from the Heglers with the intention of utilizing it as a prominent feature of the Creative Corridor District. The building currently houses both the home office of the Pueblo Arts Alliance/Creative Corridor and provides studio and retail space to local Pueblo artists, tying into the vision of the historic downtown Pueblo area as a cultural and artistic business district.

217 South Grand Avenue
Vail Hotel

The 1910 Vail Hotel is a fine example of the Second Renaissance Revival style. Named for John E. Vail, a prominent Pueblo newspaperman, it was considered by many to be the most modern hotel west of Chicago.

219 South Grand Avenue
Senate Bar

Montez, Monte and Paul. Built 1904. The building is significant for its association with early newspaper publishing in Pueblo, when the Pueblo Star Journal and Pueblo Chieftain were rival publications.

1325 North Greenwood Street
Pryor, Frank, House

Designed by prominent Denver architect A. Morris Stuckert, for noted Pueblo businessman Frank Pryor, this 1889 Queen Anne residence reflects the eclectic tastes of the late Victorian period.

1401 North Greenwood Street
The Hartman / Hoag House

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By the time their house was constructed in 1918, William Lawrence Hartman had won many important cases in the Colorado Court of Appeals and Colorado's Supreme Court, and his wife, and Elizabeth Moffat Tarbell Hartman was recognized as the great granddaughter of a Minuteman and cousin of author Ida Tarbell. From 1935 until 1965, the house at 1401 N. Greenwood Street was the home of Frank Hoag and Amanda Moore Hoag, owners of the Pueblo Chieftain and Star Journal. The Hartman/Hoag House is a prototypical example of the Mission Revival Style, distinguished by tile roofs with somewhat restrained ornamentation, and a plain extension of its side porches or walls.

1801 North Greenwood Street
Gast Mansion

Built for Pueblo attorney Charles E. Gast in 1892, the residence is a harmonious mix of Richardsonian Romanesque and Queen Anne elements. Continuity of ownership has left it in unusually good condition.

1912, 1915, 1916, 1917, 1918, 1919, 1920, 1925, 1927 North Greenwood Avenue
North Side Historic District

See historic district description. Pending individual survey details.

2920 High Street
Star Journal Model Home

Although many artisans contributed to the project, architect Walter DeMordaunt determined the English country style for the gabled roof, one and a half story brick and sandstone residence. Completed in early 1927, the highly publicized "model" home blended aspects of "convenient living" with cost considerations and served as a showcase for the residential architectural values of the years prior to the Great Depression.

1005 Lake Avenue
The William J. Anderson House

Built in 1890The house is significant as a unique and well preserved Queen Anne residence with a later Classical Revival front porch, an architectural type which is common in South Pueblo due to staggered building booms of 1888-1893 and then again from 1900-1910. The home is also qualifies for its short but significant association with William L. Anderson, President of Iron City Fuel Company, a coal fuel company, and also qualifies for nomination under criteria 2a and b as a good example of a late Queen Anne residence. The home still has Queen Anne features such as a masonry construction, detailed window surrounds, elaborate shingle work, and a complex roofline.

1007 Lake Avenue
The J. Euclid Miles House

The property has served as a residence since its construction in 1900 by J. Euclid Miles, who went on to become a prominent city councilman in Santa Barbara, California. The house is significant as a unique and well preserved transitional Queen Anne/Classical Revival residence. The distinctive key-hole window on the front façade with decorative stained glass is a defining feature and well preserved. The home exhibits a number of other distinctive windows and a conical porch roof. Although besides J. Euclid Miles, no other occupants are highly significant, but the well researched history strings together a complete record of occupants with personal photos of most of the previous owners documenting the role of the home as home to Bessemer's mid management population. Few homes are as well researched and documented as 1007 Lake Avenue.

1013 Lake Avenue
The K.M. Flynn House

The Official Pueblo Inventory of Cultural Resources,
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Erected in 1891, and a victim of the Silver Crash of 1892/3, this beautiful one story Queen Anne residence was operated as a rental until the 1920s, showing that middle class aspirations in Bessemer were quickly replaced by the reality of working class housing for the influx of steel mill workers even this far west of the mill. The home is one of a few almost completely original highly decorative Victorian brick buildings in Bessemer with stained glass windows, a complex roofline, wooden shingle and crushed glass gable end cladding.

1115 Lake Avenue
William and Elizabeth Manor

Erected in 1891, pending copy of survey.

201 Lamkin Street
Name unknown

Pending copy of survey.

611 Logan Avenue
Saint Francis Xavier Church

St. Francis Xavier is historically significant because it is a representation of the working class immigrant culture of the Bessemer neighborhood. The church shows elements of workmanship and design that are inherent to the blue-collar neighborhood that immediately surrounds the site. St. Francis Xavier Church is architecturally is also significant because it is an example of the Spanish Eclectic architectural style applied to a church. Spanish Eclectic is a broad architectural style that includes many components influenced by variations of Spanish styles and popular in the 1920s and 1930s. The building is also worthy of preservation due to the fine artistic ornamentation inside the church.

201 North Main Street
Amherst Block

Pending copy of survey

207-211 North Main Street
Mechanics Building / Masonic Building

Constructed in 1890, architect Francis Cooper's five story Victorian commercial building has walls of processed brick and Fort Collins red sandstone. The building is an important local landmark in downtown Pueblo.

214-226 North Main Street
John Ballast Jewelers / Edelstein Brothers Cigar Store

Pending copy of survey

225 North Main Street
Montgomery Ward Building

The 1936 Montgomery Ward Building is the only Colorado example of the Montgomery Ward Company's standard Georgian Revival corporate style used for its department stores from 1933 to 1948. The building represents the local manifestation of the firm's transition from a mail-order business to a retail store chain.

300 North Main Street
Whitcomb Block / Pueblo Savings & Trust / Clark's Western Wear

The Official Pueblo Inventory of Cultural Resources,
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The Town of Pueblo was incorporated in the early 1870s and local industry developed with the arrival of the Denver & Rio Grande (D&RG) Railroad in 1872. Within a decade the D&RG and its subsidiary, the Colorado Fuel & Iron Company (CF&I), transformed what was an adobe outpost into "the Pittsburgh of the West." In 1886, three local towns consolidated into the City of Pueblo, and with the later annexation of Bessemer, Downtown Pueblo by the 1890s was the financial center for Southern Colorado industries of agriculture, smelting, and small business. As one of the largest and most important cities in Colorado, its growth and wealth attracted entrepreneurs.

One of the entrepreneurs was industrial "trailblazer" George Henry Whitcomb, who capitalized on envelope and stationary manufacturing in his home state of Massachusetts. In 1895, he and his Boston syndicate of investors bought the property at Third and Main Streets in a "Large Realty Transaction." Whitcomb had great confidence in Pueblo and helped drive growth in the city in the early 20th Century with later investments with institutions and Main and Second Streets and Fifth and Court Streets.

The Boston syndicate commissioned Pueblo's most prolific and best-known architect, Francis W. Cooper, to design the building that stands today at the northeast corner of Main and Third Streets. Cooper, born in New York, and an 1874 graduate of Cornell University, he worked in Ohio and Wyoming before establishing his firm in Pueblo in 1881. Pueblo's first powerful family, the Thatchers, hired Cooper, and ten (10) of his eleven (11) commissions in Downtown Pueblo stand today. An American Institute of Architects (AIA) Fellow, for sixteen years he served as President of the State Board of Architect Examiners. His work is symbolic of Pueblo as Southern Colorado's leading urban center, which became a serious rival to Denver as Colorado's economic capital.

Cooper's commission replaced a blacksmithing and wagon repair shop that was constructed in 1871. The Piper Brothers won the bid for construction for a two-story building in 1895, and it was the first steel frame structure of its kind in Pueblo. The foundation would have enabled five-story construction, and the innovation provided for sweeping storefronts on the street level. Akin to buildings erected in that historic period, the Whitcomb Block displayed unique fenestration on the second floor and clad with a white or "blonde" brick block curtain wall. With elaborate detailing on the façade, the building became a gem of Pueblo's architectural heritage.

Since its construction, the present building thrived on a decades-long association with two businesses. From 1904 until 1962 the Pueblo Savings and Trust, associated with Pueblo's development, was influential as a financial center in southern Colorado. It's first president was three-time Colorado Governor Alva Adams. Mahlon D. Thatcher was associated with this place, who, with his brother John A. Thatcher, are the namesakes of the Thatcher Building at Fifth and Main Street. Withstanding the Flood of 1921, "extensive improvements" were made to the building in 1922 when the Pueblo Savings and Trust bought the Whitcomb Block after leasing it for eighteen years. From 1962 until 2005, the building was home to Clark's Western Wear, a western clothing store made famous internationally by the Clark family. Post-period remodeling resulted in alterations where some windows were combined on the second floor with arched headers that fit into rectangular openings.

The site and building has been surveyed to test for listing to the State of Colorado and National Registers of Historic Places since 1983, where it is certainly eligible under Criterion A, "Event," because the property contributed to a major pattern of American history.

Upon designation of the property to a historic register, the applicant and property owner, NeighborWorks Southern Colorado, intends to restore the building to its historic period of significance, including removal of the post-period 1960s awning and wood exterior treatment, and reestablishing the size and placement of windows and associated brick work to match the original façade.

301 North Main Street
S.H. Kress and Company Building

Pending copy of survey

The Official Pueblo Inventory of Cultural Resources,
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317 North Main Street
Pope Business Block

Pending copy of survey

401-411 North Main Street
Colorado Building

William Norman Bowman's 1925 design for the Southern Colorado Investment Company reflects the influence of the prominent architect, Louis Sullivan. The Sullivanesque Colorado Building is a distinct departure from the Victorian and Neoclassical designs so prevalent in the Pueblo business district.

421 North Main Street
Pueblo Federal Building / U.S. Post Office

William Aiken, supervising architect for the U.S. Treasury Department, designed the 1897 Pueblo Federal Building along the lines of an Italian Renaissance Palazzo. Aiken designed numerous federal buildings for Washington, D.C, and for other cities, including the U.S. Mints in Philadelphia and Denver.

500-510 North Main Street
Pending copy of survey

503-511 North Main Street
Thatcher Building

Pending copy of survey

611 North Main Street
Rialto / Chief Theatre, the / Damon Runyon Theatre

Pending copy of survey

614-616 North Main Street
Pueblo City Hall (1880s)

Pending copy of survey

720 North Main Street
Pending copy of survey

830 North Main Street
Pending copy of survey

1911 North Main Street
Walter E. Scott Sr. House

Pending copy of survey

1915 North Main Street
Willard S. Kettering House

Pending copy of survey

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1929 North Main Street
Walter E. Scott House

Pending copy of survey

101 South Main Street
(Original name unknown)

Pumphrey, Paul J.

227-229 South Main Street
(Original name unknown)

White, Everett G and Katherine M. Built 1883.

231 South Main Street
(Original name unknown)

White, Everett G and Katherine M. Built 1883.

211 East Mesa Avenue
Saint Mary's School

Constructed in 1924, St. Mary's was one of the finest elementary schools in the state. It is the most prominent structure north of Rocky Mountain Steel Mill and south of the Arkansas River. The early parishioners were poor Slovenian immigrants, and thousands of prominent Puebloans number among the graduates of the school. The school was built partially of salvaged brick from the Eilers' smelter, largest smelter east of the Mississippi, purchased and demolished by the Catholic diocese in 1923.

900 West Mesa Avenue
Edison School

A multi-purpose central building and two single classroom "unit school houses" were constructed in 1909. Two more "units" and a four classroom building were added in 1923. Edison School is noted for its experimental design which incorporated windows located near the ceiling on three sides of the classrooms in an attempt to provide uniform, diffused light and improved ventilation. Dr. R.W. Corwin, originator of the design, served on the local school board for 44 years.

226 Michigan Street
Saint Patrick's Church

When St. Patrick's was completed in 1882 it was the only Catholic Church in Pueblo. It was the mother church for the old St. Joseph's, Our Lady of Mount Carmel, and St. Francis Xavier parishes and served as the center of Jesuit mission activity for Colorado and New Mexico from 1887 to 1915. The many people that graduated from St. Patrick's School played a great part in Pueblo's society & town. The church, designed in the Gothic Revival style demonstrates meticulous attention to detail of windows and entries. (The rectory is addressed at 304 East Routt Avenue.)

3455 Nuckolls Avenue
Pueblo City Park Zoo

The Official Pueblo Inventory of Cultural Resources,
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The two-and-one-half acre zoo contains an assortment of buildings and structures constructed between 1933 and 1940, utilizing native calcium sandstone quarried 25 miles west of Pueblo. The zoo exemplifies the trend toward exhibiting animals in more natural settings. The Pueblo Zoo was constructed during the Great Depression through the efforts of three New Deal agencies: the Public Works Administration; Civil Works Administration; and the Works Progress Administration.

102 South Oneida Street
Quaker Flour Mill / Abel Engineering

Built 1869. Although not absolutely proven, the Quaker Flour Mill can make a strong claim as being the oldest building still standing in Pueblo. Even after the 128 yrs. of its existence, it is still in excellent condition. Over the years, the original four story sandstone building, constructed in 1869 as a four story structure for use as a flour mill, has experienced numerous alterations and additions to accommodate the business needs of subsequent owners. Union Ave. Historic District. Contributing.

101 East Orman Avenue
Stickney, Charles, H., House

Completed in 1890, New York architect William Halsey Ward's design integrated massive Norman elements into this two and a half story red sandstone residence constructed for Stickney, an important figure in the economic development of Pueblo.

102 East Orman Avenue
Orman-Adams House

The 1890 Orman-Adams House, designed by prolific Denver architect William Lang, is an excellent example of the Romanesque Revival style. James B. Orman constructed the building and owned it during his term as Governor from 1901 to 1903. It was purchased in 1918 by Alva Adams and his family. Adams served as Colorado's Governor on three separate occasions. His son, Alva B. Adams, was a United States Senator.

220 West Orman Ave
Dr. William T.H. and Lurena Baker Home

Year of Construction: 1912. Source of Information: Pueblo County Assessor's Records, R. L. Polk Pueblo City

Directory 1912, structure enumerated and occupied. Architect or Builder: Chicago builder, name unknown, possibly affiliated with Frank Lloyd Wright. Source of Information: Great Grandson of WTH Baker (Bob Baker) Original Owner: Dr. William T. H and Lurena Baker.

300, & 400 blocks of Palm Street
The Grove Historic District

[Copy narrative from 5PE.5519, also see HPC-17-03]

102 & 114 West Pitkin Avenue
Black, Dr. John A., House Complex

Constructed in 1910 for a prominent physician, the home exhibits an unusual application of classical detailing to a Foursquare design. The 2½-story blonde brick dwelling has a two-story rounded portico supported by large Ionic columns dominating its facade. The adjacent house was associated with it.

302 West Pitkin Avenue
Number 1 Pitkin Place

The Official Pueblo Inventory of Cultural Resources,
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Chostner, J. E. and Paula J. Built 1893. Pitkin Place as the only existing example of an exclusive 1890's subdivision, Pitkin Place remains basically intact. Its significance is derived in part because of its contribution to planning and development and due in part to its architect-contractor (Roe & Shutt) who designed the block. Roe & Shutt were well known local architects. In addition to Pitkin Place, they were commended for their design of the old Centennial School & Carlile School.

306 West Pitkin Avenue
Number 2 Pitkin Place

Michael, Dewey W and Addalee. Built 1893.Pitkin Place as the only existing example of an exclusive 1890's subdivision, Pitkin Pl. remains basically intact. Its significance is derived in part because of its contribution to planning and development and due in part to its architect-contractor (Roe & Shutt) who designed the block. Roe & Shutt were well known local architects. In addition to Pitkin Place, they were commended for their design of the old Centennial School & Carlile School.

310 West Pitkin Avenue
Number 3 Pitkin Place

King, Dale Robt. & June Haigh. Built 1893. Pitkin Place as the only existing example of an exclusive 1890's subdivision, Pitkin Pl. remains basically intact. Its significance is derived in part because of its contribution to planning and development and due in part to its architect-contractor (Roe & Shutt) who designed the block. Roe & Shutt were well known local architects. In addition to Pitkin Place, they were commended for their design of the old Centennial School & Carlile School.

314 West Pitkin Avenue
Number 4 Pitkin Place

Johnson, Diana L. & Edward A. Built 1892. Pitkin Place as the only existing example of an exclusive 1890's subdivision, Pitkin Pl. remains basically intact. Its significance is derived in part because of its contribution to planning and development and due in part to its architect-contractor (Roe & Shutt) who designed the block. Roe & Shutt were well known local architects. In addition to Pitkin Place, they were commended for their design of the old Centennial School & Carlile School.

318 West Pitkin Avenue
Number 5 Pitkin Place

Miller, Bruce Eric & Beth K. Built 1895. Pitkin Place as the only existing example of an exclusive 1890's subdivision, Pitkin Pace remains basically intact. Its significance is derived in part because of its contribution to planning and development and due in part to its architect-contractor (Roe & Shutt) who designed the block. Roe & Shutt were well known local architects. In addition to Pitkin Place, they were commended for their design of the old Centennial School & Carlile School.

322 West Pitkin Avenue
Number 6 Pitkin Place

Thorsell, Lee H. & Linda J. Built 1911. Pitkin Place as the only existing example of an exclusive 1890's subdivision, Pitkin Pl. remains basically intact. Its significance is derived in part because of its contribution to planning and development and due in part to its architect-contractor (Roe & Shutt) who designed the block. Roe & Shutt were well known local architects. In addition to Pitkin Place, they were commended for their design of the old Centennial School & Carlile School.

326 West Pitkin Avenue
Number 7 Pitkin Place

The Official Pueblo Inventory of Cultural Resources,
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Butler, John E. & Katherine A. Built 1895. Pitkin Place as the only existing example of an exclusive 1890's subdivision, Pitkin Pl. remains basically intact. Its significance is derived in part because of its contribution to planning and development and due in part to its architect-contractor (Roe & Shutt) who designed the block. Roe & Shutt were well known local architects. In addition to Pitkin Place, they were commended for their design of the old Centennial School & Carlile School.

431 East Pitkin Avenue
Central High School

Built circa 1881 as a high school, after several years it became a grade school. The pink rhyolite "Stone Schoolhouse" remains a visual landmark in Pueblo.

200 & 300 block of Plum Street
The Grove Historic District

[Copy narrative from 5PE.5519, also see HPC-17-03]

229 Quincy Street
King, Dr. Alexander T., House

Built in 1891, the two and one half story, multi-gabled roof, red brick residence and the carriage house are good examples of the Queen Anne style.

215 West Routt Avenue
King, Dr. Alexander T., Carriage House

Built in 1891, the two and one half story, multi-gabled roof, red brick residence and the carriage house are good examples of the Queen Anne style.

300, & 400 blocks of Rush Street
The Grove Historic District

[Copy narrative from 5PE.5519, also see HPC-17-03]

100 North Sante Fe Avenue (until 400 block North Santa Fe Avenue; between 38.268032, -104.606962 and 38.270566, -104.607001)
Pueblo Trolley Tracks on Santa Fe Avenue

[Copy narrative from HPC-17-03]

201-207 North Santa Fe Avenue
Holden Block

Built 1881 this is the oldest two-story brick block that remains in Pueblo's first commercial and financial district. Owner Delos Holden was a banker, real estate investor, and the consolidated Pueblo's first mayor. The building is typical 19th century Italianate commercial architecture.

221-225 North Santa Fe Avenue
Studzinski Block

The Official Pueblo Inventory of Cultural Resources,
City of Pueblo Historic Preservation Commission, Effective September 30, 2020

Built in1882 by City Councilman from 1917-1921, Michael Studzinski gained recognition throughout the West for his decisive action to reorganize the demoralized city government after the devastating 1921 Arkansas River flood. The Studzinski Block is one of Pueblo's oldest three-story structures and a poignant reminder of Pueblo's first commercial and financial district. The building is Italianate style, with large first floor display windows and transoms above. The storefront entrance doors are asymmetrically collocated adjacent to the center second floor entrance, an unusual feature to this style of building.

227 North Santa Fe Avenue
Fitch Block / Stock Grower's Bank

Pending copy of survey

302 North Santa Fe Avenue
Pending copy of survey

309 North Santa Fe Avenue
Rainbow Bar & Café

Pending copy of survey

311-313 North Santa Fe Avenue
People's Denver Furniture / Top Bid Auction

Pending copy of survey

315 North Santa Fe Avenue
Siking Café

Pending copy of survey

401 North Santa Fe Avenue
Franklin Block

Pending copy of survey

409-411 North Santa Fe Avenue
Rettberg Block / Nacho's Restaurant

Pending copy of survey

417-419 North Santa Fe Avenue
Steinberger Block / Granada Apartments

Pending copy of survey

419.5-425 North Santa Fe Avenue
Wilson's Block / Colorado Floors, NQA

Pending copy of survey

418 & 426 North Santa Fe Avenue
The Numa Hotel / Saint James Hotel / BPOE Pueblo Lodge No. 90

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Frenchman Numa Vidal, "Prince of the Saloon Men," immigrated to the United States and later opened a saloon in Pueblo in July 1872, shortly after the arrival of the Denver & Rio Grande Railroad. In 1881, he opened a fine hotel, the Numa, constructed at the southeast corner of Fifth and Santa Fe Avenue. It was architect Francis W. Cooper's second commission in Downtown Pueblo. Some years later the Numa was sold to another hotelier and renamed the St. James Hotel. In 1904, the Benevolent and Protective Order of the Elks, Lodge No. 90 (BPOE) acquired the building and commissioned fellow member Cooper to design a remodel. In 1913 fellow member Rapalje's construction company completed the facade change. During the flood of 1921, the Elks Club provided 30,000 meals to refugees and relief workers. During recovery, the Elks Club was the command center for displaced city agencies, including the City Commissioner, police, and employment, while the Salvation Army and Red Cross leased the basement. By the early 20th Century the south adjacent building was acquired by the BPOE for use as offices and a parlor. A historic 1890 bell was installed atop that building in 1932. By the Mid-20th Century, some interior features were remodeled with modern furnishings that are presently maintained. Upon designation of the property to a historic register, the applicant and property owner, BPOE, intends to repair the northern building facade. The building is a fine example of Late Nineteenth and Early Twentieth Century Classical Revival, contributing to the environment and place of Downtown Pueblo for its visual significance over the course of Pueblo's history.

800 North Santa Fe Avenue
Pending copy of survey

801 North Santa Fe Avenue
YWCA-Pueblo

Architect Walter DeMordaunt designed this multi-level, L-shaped building in the Mediterranean style. Built in 1935, the fourteen-inch-thick brick walls are stuccoed, and the gabled portions of the roof are covered with red tile. In 1945, in cooperation with the American Red Cross, U.S.O. and other agencies, the Pueblo YWCA placed special emphasis on seeking out and training American war brides left behind after the conflict.

900 North Santa Fe Avenue
The Colorado Motor Car Company

Pending copy of survey

240 South Sante Fe Avenue
National Broom Manufacturing Company

[Copy narrative from HPC-17-03 p 3.]

285 South Sante Fe Avenue
Elson Bridge

Originally crossing the Purgatoire River in Las Animas County, in 1993, the 150' span faced demolition due to its deteriorating condition and low load capacity. Circa 1994, as part of the Colorado Department of Highway's Adopt-a-Bridge program, the Pueblo Bridge Company's 1905 pin-connected Pratt through truss structure was dismantled, transported, and subsequently reassembled for use as a pedestrian bridge along the Runyon Commuter Trail in Pueblo.

501 South Sante Fe Avenue
Discount Tires & Batteries

[Copy narrative from HPC-17-03 p 3.]

The Official Pueblo Inventory of Cultural Resources,
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501 South Sante Fe Avenue (South Santa Fe Avenue on east; Arkansas River on southwest; Plum Street on northwest; and East D Street on northeast.)
The Grove Historic District

[Copy narrative from HPC-17-03 p 3.]

651 South Sante Fe Avenue (approximate address)
Santa Fe Avenue Bridge K-18-R

[Copy narrative from HPC-17-03 p 3.]

2316 Sprague Street
Sacred Heart Orphanage

Captain John J. Lambert, editor and publisher of the Pueblo Daily Chieftain, bought and donated a ten-acre site to the Franciscan Sisters for the purpose of establishing an orphanage. The orphanage, Pueblo's largest, opened in 1903. Large and institutional in overall appearance, this Romanesque Revival building displays superior craftsmanship in its detailing.

200 & 300 blocks of Spring Street
The Grove Historic District

[Copy narrative from 5PE.5519, also see HPC-17-03]

300 Spring Street
Star Bar, the Grove Historic District

[Copy narrative from 5PE.4442; 5PE.5519]

1000-1010 Spruce Street
Saint John's Greek Orthodox Church

The 1907 church building is one of Pueblo's earliest and well-preserved examples of the Classical Revival style. The building exhibits the distinctive characteristics of the style in its full-width pedimented portico supported by large Ionic columns. The semi-circular transom and round-arched window openings with Queen Anne-inspired glazing result in an unusual expression of this style.

105-107 North Union Avenue
Bayle Block

(Demolished in 2000s for Riverwalk) Constructed in 1889, P.P. Mills Architect. A two-story brick structure, boxed cornice with brackets and dated frieze, decorated parapet gable with name block, belt course, decorated piers and lintels, drop or pendant at cornice corner, recessed double panel main doors, and cast-iron posts.

230 North Union Avenue
Joseph H. Edwards Senior Center

City of Pueblo, constructed in the 1980s. (The previous building was built in 1887, demolished for urban renewal of Central Pueblo.)

315 North Union Avenue (Previously addressed at 119 Central Plaza)
El Pueblo Site and History Museum

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El Pueblo, occupied from 1842 to 1854, is important for its association with the exploration and settlement of what became Colorado and the larger Rocky Mountain West; for its association with commerce and trade, both in the local area and as part of a regional trail system; and for its association with the social history of the upper Arkansas River, a multi-ethnic, multi-cultural, and multi-national population.

101-103 South Union Avenue
Part of Stewart Block

Built 1886. During 1980s: Elmer's Sheet Metal owned by the Girodo Partnership.

105-107 South Union Avenue
Orman and Crook's Armory Block / Sam Nelson Furniture

Constructed in 1886, (Historic Address: 1-3 South Union Avenue). Two-story brick; restored historic features. (During the 1980s when the district was nominated to the National Register, this building had been stuccoed and windows filled. It is probable that in 1992 the facade was restored by Manley R.J. Masonry. (Sources: National Register nomination, Pueblo Regional Building Department).

Sanborn map (1886, 1889, 1893, 1904) indicates an "Armory" lodge hall on the 2nd floor. The first stores were a grocery in 107 and secondhand shop in 109. By 1889 a paper hanging service occupied 107, with a paint shop outbuilding in the rear. By 1893 a paints and oils retail occupied 107, and a new and secondhand furniture occupied 109. A wall had separated both stores. The Polk Directory (1929, 1932, 1957, 1977, 1989) listed Sam Nelson Furniture Company. In 1932, unit 109 ½ was "Jackson Myrtle Mrs furn rms" (boarding house). Listed vacant in 1957. Sanborn maps in the 1950s-1960s had no information about the 2nd floor. Recommend further research for the upstairs unit.

Building owner Brett Hunsinger in 2019 stated that Sam Nelson's wife died in the 1921 flood, and he moved away from Pueblo and passed away "of a broken heart." The name "Sam Nelson Furniture Company" and "Mad Sam" marketing strategy was by the Lytvak family who owned the property for much of the 20th Century. In 2006 Julie Lytvak and Forrest Vean sold the property to Mr. Hunsinger.

109 South Union Avenue
(original name unknown)

Miller, Max A and Mike and Warren. Built 1950.

118-120 South Union Avenue
(original name unknown)

White, Everett G and Katherine M. Built 1920.

121-125 South Union Avenue
Erickson Block

Constructed in 1902. (Historic Address: 5 & 7 South Union Avenue). Two-story, red-brick structure with decorative brick work, stone lintels, and brick piers; parapet rises above a horizontal molded and decorated band. (National Register nomination.)

Various building permits in 1991, 1993, 1994, 1997, and 2010 (Pueblo Regional Building Department).

Sanborn map (1904) indicates a saloon on the 1st floor. An iron clad steam heater in the basement heated both this and the adjacent northeast building.

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122 South Union Avenue
Pace's Book Exchange

Harvey, Betty Lou. Built 1905.

124 South Union Avenue
(Original name unknown)

HEART-LIGHT METAPHYSICAL STORE. Newman, Linda S. Built 1905.

126 South Union Avenue
(Original name unknown)

LAMPLIGHT COFFEE COMPANY, Vaughan, Darlene. 1905.

128 South Union Avenue
Price Block

Built 1883. Two-story red-brick structure; cast iron posts on first floor; belt courses; and arched stone labels above windows. Cruz, Salvador J and Arturo were owners when it was listed in the 1980s.

130 South Union Avenue
Gold Dust Block

Pacheco, Donna J Built 1889. As a successful businessman, Andrew McGovern, an Irish immigrant, rose to prominence constructing business houses, namely the architecturally ornate Mcgovern Block & Annex, and the Golf Theater. His business ventured into a feed & grain store that evolved into the coal industry. He served on the South Pueblo Council as alderman, was active in the democratic party & was instrumental in constructing the 1st Catholic Church on the south side of the Arkansas River.

131 South Union Avenue
Smith, Benjimen E. and B. Darlene. Built 1925.

133 South Union Avenue
Smith, Ben E and B Darlene. Built 1925.

201-205 South Union Avenue
Union Avenue Livery

Gussenbauer, George L. Built 1920.

204 South Union Avenue
Kitchen Block

Built 1883. Boxed cornice; brackets with frieze; cast iron posts; stained glass; wooden store front. Presumably listed as "non-contributing" because of a stucco alteration.

In the 2000s Makovsky, Isadore. Jeffrey Alan Furniture Company.

206 South Union Avenue
(Original name unknown)

Ambrose, Aubrey. Built 1891.

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207-209 South Union Avenue
(Original name unknown)

Estrada, Vera Lou. Built 1920.

211-213 South Union Avenue
(Original name unknown)

UNIQUELY YOURS GIFT SHOP , White, Everett G and Katherine M. Built 1937.

214-216 South Union Avenue
KUSHNIR FURNITURE BUILDING, Kushnir, Ray. Built 1900.

215 South Union Avenue
(Original name unknown)

Originally a tavern built 1921, this one-story, red-brick, building is considered non-contributing to the historic district, probably because of alterations to the storefront, which appears to a later alteration of cinder block, but with some corbeling features.

217-219 South Union Avenue
Gold Dust Saloon

Built in 1990 according to County Assessor. (Previous building was constructed 1883 and demolished at an unknown date.)

218 South Union Avenue
KUSHNIR FURNITURE BUILDING, Kushnir, Ray. Built 1924.

220 South Union Avenue
(Original name unknown)

ELLER MARKETING, Eller, Steve C and Gloria G. Built 1921.

222 South Union Avenue
(Original name unknown)

Pacheco, Donna J. Built 1881.

223 South Union Avenue
(Original name unknown)

ANGELO'S PIZZA PARLOR, C.C.J., LLC. Built 1905.

224 South Union Avenue
ROGUE'S GALLERY & SOHO BAR, Graziano, John W. Built 1893.

226-228 South Union Avenue
(Original name unknown)

Springfield, Mildred As Tr. Built 1887.

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229 South Union Avenue
(Original name unknown)

MAGPIES, Coppola, Bill. Built 1896.

231-233 South Union Avenue
(Original name unknown)

SEABEL'S, Koncilja, Joseph A and James R. Built 1881. Significant for its architectural style & its association with Delos L. Holden, prominent banker, bldg. Investor, & politician.

230 South Union Avenue
DeReimer Block

Built 1883. The three-story red brick building is distinguished by the style of architecture & number of ornate features, including brick piers with decorative plinths; boxed cornice; decorated frieze; and, decorated pediment. The DeReimer block strongly exemplified the Victorian Second empire style of architecture that made its way into Colorado in the 1880s. It is the work of F.W. Cooper, noted Pueblo architect, and the owner, James R. DeReimer, who became prominent as a civil engineer and real estate investor. The latter contributed to the development of railroads, commerce, and historic buildings in South Pueblo.

232 South Union Avenue
Holden Block (condemned and demolished in 2001)

Built 1888. Originally a restaurant / dinner theatre, this was a three-story red brick building, with cast iron posts and spandrel; 20 rectangular windows on side wall, with arches and radiating voussoirs with keystone and, decorative cast iron panel.

301 South Union Avenue
Branch Inn (destroyed by explosion in 2009)

Built 1883; remodeled in 1920s. This tavern-restaurant was a one-story, later stuccoed ith a block-long addition in 1940.

304-308 South Union Avenue
Donnegan Block

Constructed in 1883, two-story red brick structure. Altered with stucco, possibly in 2000, 2004, or 2009, according to Building Department permits for building remodels. Brick piers with plinth, decorated. Three-center door openings with double transoms, decorated linels.

307 South Union Avenue
CIGARS, LTD. Moore, Jene W And Anita R. (Non-contributor to Union Avenue)

309 South Union Avenue
Ciavonne, Ted R and Josephine. Built 1900.

311-313 South Union Avenue
Stores

Built 1905. One-story red brick; piers; multi-paned glass; stuccoed; rehabilitation in progress.

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319 South Union Avenue
Koncilja, James and Athena. Built 1920.

320-324 South Union Avenue
Kogovsek, Patricia C. Built 1893.

325 South Union Avenue
Tivoli Building

Built 1896. Two-story cut stone with piers; steel belt course and decorated concrete belt course.

327-335 South Union Avenue
William Strait Block

Built1893. Architect: G. W. Roe. Two-story red brick structure with four store fronts; also pier and spandrew with plinth, two iron belt courses, stone belt course, corbeling, and 17 spaced windows across the front.

330 South Union Avenue
McLaughlin Building

Built 1891. Victorian Eclectic style with Romanesque features. It was dedicated to Michael McLaughlin, who died in 1888. It originally contained a hotel, two saloons, two restaurants, a barbershop and a shoe shop. Before 1921 there was a garden level in the front of the building that was converted to a basement after the devastating Pueblo flood later that year that filled the area with mud and debris. The three-story building was a vital structure in Pueblo's Union Avenue Historic Business District. The district maintains a feeling and association of a late nineteenth/early twentieth century commercial area.

The building is a three-story brick structure with stone piers, spandrel with plinth, stone belt courses and lug sills; 12 recessed Palladian windows with arched radiating voussoirs; date stone; and parapet and entablature at roof line.

Openings in the garden level were sealed with brick and a basement was created in the front half of the building after the 1921 flood. There is also a basement in the back half of the building with walls supported by 8"x8"x16" concrete masonry block walls below grade. A non-useable freight elevator from the mid-20th century is at the southeast corner of the building with stops at the basement and each floor. Very little has been done to the building since the 1950's except some minor plumbing, electrical, and mechanical work and brick parapet repair in 2014.

400 South Union Avenue
Holmes Hardware

Built 1915. Three-story red brick, rosette columns at front door, square cast iron posts on first floor, pier and spandrel wall on second and third floors, cornice boxed, frieze decorated, semi-elliptical window heads, double arches, and radiating voussoirs on third floor. Historic address 79 South Union Avenue. The significance of the Holmes Hardware Building occurred because of the builder, Alva B. Adams, a multi-faceted individual who served as governor of Colorado on three different occasions; two-year terms in 1887-1889 and 1897-1899, and a one-day term on March 16, 1905. In commerce, he started in the hardware & lumber business in Colorado Springs in 1871. He came to Pueblo in 1873. He was involved in the Adams & Posey hardware line. Union Avenue Historic District, contributing.

100 North Victoria Avenue
PUEBLO WINTRONIC CO. Pumphrey, Paul J. and William R. (Union Ave. Historic District, non-contributing.)

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102 South Victoria Avenue
Cope Office Supply. Cope, Stanley L and Mary Kathryn. Built 1893.

104 South Victoria Avenue
Pueblo Southwest Trading Company

Byers, Alvah P.Built 1894.

105 South Victoria Avenue (building envelope, only)
Pueblo Power Plant / Black Hills Energy 5 & 6

The power plant delivered power beginning in 1888. It has been a prominent structure and has influenced the development of Pueblo. It is an example of the Art Deco Industrial with Modern Movements. The structure anchors the northwestern end of the Historic Arkansas River Project (HARP) and is adjacent to the Union Avenue Historic District.

Electricity first came to Pueblo, Colorado in 1888, just nine years after Thomas Edison produced the first electric lamp. 105 S Victoria Street was the site of the first steam driven generator, which brought electricity to the city. This was built and operated by Pueblo Light, Heat, & Power Company. An immediate beneficiary of electricity was the Pueblo City Railway Company, formed in 1889. Pueblo has the distinction of becoming one of the first cities to have electric powered street cars.

Power requirements increased and resulted in mergers by 1911 of power companies in Pueblo, Cañon City, Rocky Ford, Cripple Creek and Victor. Those municipalities formed Arkansas Valley Railway, Light, & Power Company. Additional mergers with power firms in Florence and Custer County formed the Southern Colorado Power Company in 1923. Of all of the old power plants consolidated into the system, all have been demolished except for Skaguay in Victor, CO, and Pueblo.

Construction of phase 1 was completed in 1922 and the 7500KW generator was brought online. This helped to power development in the city and region including mining of the Cripple Creek District. Increased need of power, especially from large consumers like the Pueblo Army Depot, required the second phase expansion to the east side of the power house with the addition of a 7500KW steam powered turbine. This increased the Power Company's total output to 34,000KW.

Increased post war power demands from factories, industries and homes in Pueblo and Freemont Counties required construction of the third phase expansion to the west end of the building. A 15,000KW combination steam and fuel oil turbine driven generator was installed and constructed in 1949.

Notable persons involved in electrical power were W. N. Clark, head of Southern Colorado Power Company for whom the Canyon City plant was named after, and Mark G. Lord, Superintendent of Power Plant and Shops and VP of sales. Mr. Lord was responsible for assisting in the management of innovations on gravel separation and water cooling for which the Arkansas River represented unique challenges after the 1921 Pueblo Flood and subsequent relocation of the river channel midway through construction of the Pueblo Steam Plant (the building now known as Power Plant 5 & 6). Mr. Lord's grandson, Todd Pasquin, now owns and operates the Historic Federal Building in downtown Pueblo (and other direct descendants are prominent members of the business community.)

Byllesby Engineering & Management Company, the designer of the Pueblo Steam Plant (see Architecture 2b, below), was also an owner and operator of a number of trolley systems in the United States in the early part of the 20th century. The design was named the "Safety Car," and became known as the "Birney Safety Car" and ultimately simply as the "Birney" car.

The Pueblo Steam Plant construction began in 1921 and was halted by the great Pueblo Flood on June 3, 1921. Workers scrambled to sandbag facilities on the site to maintain vital electric service to the telephone switchboards so residents could be warned of rising flood waters.

Black Hills 5&6 was originally known as the Pueblo Steam Plant, was built in the style of Art Deco Industrial with Modern design features. Completed in 1922, it provided electricity to more than 300 Central Business District (CBD) structures. Designed by Byllesby Engineering & Management Company, the Steam Plant's architecture, equipment, cooling water screening operation and is notable both for its engineering and industrial design innovations. The equipment was innovative in the region and the western United States when it began operating. The plant underwent a series of expansions in generating electricity to keep up with power demands due the expansion of housing, commerce, manufacturing, steel production at Colorado Fuel & Iron Works, and mining. It remained operational until its recent decommissioning in 2012.

The Pueblo Steam Plant was designed by the Chicago based firm of Byllesby Engineering & Management Company. This company was founded by Henry Marison Byllesby (1859 - 1924) who was one of the most prominent electrical engineers of his time. Around 1881, after Byllesby earned an engineering degree, he was hired by Thomas Edison and made all of the drawings and most of the designs for the first central station of the Edison Electric Light Co in Manhattan. In 1885 he was hired by George Westinghouse to manage, help organize and incorporate Westinghouse Electric Companies in the USA and London England. He formed H.M. Byllesby & Co. (later Byllesby Engineering & Management Co by the time Pueblo Steam Plant designs began in 1920) a Chicago based conglomerate that owned steamships, streetcars and utility companies across the United States. Mr. Byllesby was largely responsible for the development of the alternating current system of lighting and procured over 40 patents on distribution systems and electrical apparatus. In 1904, the H. M. Byllesby Engineering & Management Company of Chicago, Illinois, obtained the controlling interest in the Birney Safety Streetcar Co through stock purchases. These cars replaced the Denver Car design in Pueblo and were used until the end of trolley service in 1947.

Art Deco Industrial with Modern Movements: The original core of this industrial plant is of vernacular design in brick masonry with Neo Classical design features in cast concrete. The primary construction material is hard-fired brick, laid up with narrow mortar joints in the English Bond pattern, with alternating courses consist of headers and stretchers, ending with queen closers. Soldier and Sailor brick courses are prominent features that frame the fenestrations and decorative bands of the upper facades. This particular bond is the strongest structurally and is often used in industrial buildings of this type. The cornice is simple, flat and not a decorative feature of this building – though this simple design allows for stepped parapets as needed to accommodate and screen roof-top projections.

The most prominent character defining feature are the massive, deep-set recessed vertical steel windows with divided lights, the lower sections incorporate operable transom windows. Vertical brick pilasters are incorporated between each vertical window block, and extend approximately 3/4th the distance from the ground to the cornice, ending in a raked (angled) top capitol. Rectangular cast concrete corner blocks appear at the top of each window block. The exterior condition of this core section appears to be in good-to-excellent condition, with normal deterioration of the steel windows as typical when regular maintenance has been stopped.

Black Hills Power Plant 5 & 6 is about three quarters of a mile west of Interstate 25. The power plant is located directly west of the HARP's Lake Elizabeth and one block north of the Union Avenue Historic District. Black Hills Power Plant 5 & 6 is also located in Pueblo Urban Renewal Authority's "Expanded Phase One Urban Renewal Project Area." The Power Plant is adjacent to the Historic Union Ave Historic District. The Union Avenue Historic District consists of a large group of commercial structures located south of the central business district in Pueblo, Colorado. The commercial buildings in the area lie primarily along Union Avenue and Victoria Ave along the four intersecting streets of East and West "B," "C," and "D" and South Grand. The district has a total of 87 properties. Of this number, 70 contribute to the historic and architectural integrity of the district; 9 are more modern, noncontributing structures; and 8 are vacant lots. When taken together, the structures form a record of commercial architecture in Pueblo and evidence of the changes which have taken place in the course of time. The Historic District maintains the feeling and association of a late nineteenth/early twentieth century commercial area.

One of Pueblo's most prominent skyline features is the Power Plant's steel smokestack rising to a height of more than 270' and masonry smokestack rising 160'. In the context of the city's surrounding landscape, the Power Plant is historically significant for its role in the evolution of the power industry in Southern Colorado. For ninety years it provided electrical service to Pueblo and Surrounding Southern Colorado towns.

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1908, 1912 West Street
North Side Historic District

See historic district description. Pending individual survey details.

Listings outside the city limits within the County of Pueblo (alphabetical by address)

CO-96 (West of Pueblo at State Highway 96 and Siloam Road; 38.257344, -104.690931)
Goodnight Barn

Pending copy of survey. See GoodnightBarnPueblo.org for restoration committee.

9112 Pueblo Mountain Park Rd, Beulah, CO 81023 (West of Pueblo at State Road 78; 38.0487338, -104.9987869)
Pueblo Mountain Park

Pending copy of survey.

1706 Roselawn Road
Roselawn Cemetery

Pending copy

1900 – 1910 Sante Fe Avenue
Commercial building

[Copy narrative from HPC-17-03 p 3.]

1917 Sante Fe Avenue
Commercial building

[Copy narrative from HPC-17-03 p 4.]

2000 Sante Fe Avenue
Commercial building

[Copy narrative from HPC-17-03 p 4.]

2001 Sante Fe Avenue
Residence

[Copy narrative from HPC-17-03 p 4.]

2021 Sante Fe Avenue
Six commercial and residential buildings

[Copy narrative from HPC-17-03 p 4.]

2405 Sante Fe Avenue
Residence

[Copy narrative from HPC-17-03 p 4.]

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2507 Sante Fe Avenue
Residence

[Copy narrative from HPC-17-03 p 4.]

25100 East US Highway 50
Commercial building

[Copy narrative from HPC-17-03 p 4.]

Unknown Address
B.B. Fields Trading Post

Pending copy of survey

Note: Several historic resources pending listing.

Pueblo Inventory of Cultural Resources
Summary Table

Printed 10/29/2020

2017	2018	2019	2020	NOTE
260	263	263	263	total places listed on one or more historic registries (some places are listed on multiple registries)
232	235	235	235	total places with historic integrity (most relevant for reporting)
				Pueblo Inventory of Cultural Resources
260	263	263	263	total places listed on local registry
234	237	237	237	places with local historic integrity (this is most relevant for Pueblo)
81	84	84	84	local landmarks
2	2	2	2	zoned H-B and not associated with historic districts
153	153	153	153	contributing to local historic districts
26	26	26	26	non-contributing to local historic districts
18	18	18	18	(opted out of local historic districts)
				Colorado State Historical Registry
7	7	7	7	places listed on state registry
5	5	5	5	(not listed on other registers)
				National Register of Historic Places
124	125	125	125	total places listed on national registry
115	115	115	115	places with historic integrity (national)
49	49	49	49	listed on the National Register (these are also local landmarks)
3	3	3	3	listed on the National Register (outside City limits and not local landmarks)
63	63	63	63	contributing to national historic districts (these are also local contributors to districts)
9	10	10	10	non-contributoring to national historic districts

NUM	DIR	STREET	TYPE	HISTORIC NAME	BUILT	HB	LL	DATE	ORD	LHD	LHD-C	LHD-NC
212	West	03rd	Street	Henkel-Duke Mercantile Company \	1895		1	9/9/2002	6888			
403	East	04th	Street	Sweeny Feed Mill, the	1896		1	8/26/2006				
1402	East	07th	Street	Saint Leander Church			1	8/9/2010	8249			
1438	East	07th	Street	Saint Leander School	1914		1	8/9/2010	8250			
408	West	07th	Street	Rood Candy Company Building			1	9/9/2002	6888			
215	West	10th	Street	Pueblo County Courthouse	1908		1	9/9/2002	6888			
310	West	11th	Street	First Methodist Church of Pueblo			1	3/26/2007				
401	West	11th	Street	Fitch Terrace			1	9/9/2002	6888			
417	West	11th	Street	White, Asbury, House			1	9/9/2002	6888			
229	West	12th	Street	Bowen Mansion	1892		1	9/9/2002	6888			
727	West	13th	Street	The Edgar Olin House			1	9/13/2004				
1301	West	13th	Street	Colorado State Hospital Superintendent's House			1	9/9/2002	6888			
419	West	14th	Street	Rosemount / Thatcher Mansion			1	9/9/2002	6888			
325	West	15th	Street	Baxter House / Bishop's House			1	9/9/2002	6888			
425	West	15th	Street	Beaumont, Allen J., House	1889		1	9/9/2002	6888			
303	West	17th	Street							North Side, the (phase 1)	1	
605	West	17th	Street							North Side, the (phase 1)		1
302	West	18th	Street							North Side, the (phase 1)	1	
315	West	18th	Street							North Side, the (phase 1)		1
317	West	18th	Street							North Side, the (phase 1)		1
321	West	18th	Street							North Side, the (phase 1)		1
325	West	18th	Street							North Side, the (phase 1)		1
401	West	18th	Street							North Side, the (phase 1)		1
409	West	18th	Street							North Side, the (phase 1)	1	
419	West	18th	Street							North Side, the (phase 1)	1	
420	West	18th	Street	Church of the Ascension / Ascension Episcopal Church						North Side, the (phase 1)	1	
420	West	18th	Street							North Side, the (phase 1)		1
423	West	18th	Street							North Side, the (phase 1)	1	
425	West	18th	Street							North Side, the (phase 1)	1	
529	West	18th	Street							North Side, the (phase 1)	1	
611	West	18th	Street							North Side, the (phase 1)	1	
615	West	18th	Street							North Side, the (phase 1)		1
203	West	19th	Street							North Side, the (phase 2)		

NUM	DIR	STREET	TYPE	HISTORIC NAME	BUILT	HB	LL	DATE	ORD	LHD	LHD-C	LHD-NC
207	West	19th	Street	James R. and Della M. Davies House	1909					North Side, the (phase 2)	1	
209	West	19th	Street	James L. Lovern House	1908					North Side, the (phase 2)	1	
307	West	19th	Street	Benjamin Franklin Koperlik House	1921					North Side, the (phase 2)	1	
309	West	19th	Street	Judge J. Arthur Phelps House	1922					North Side, the (phase 2)	1	
311	West	19th	Street	William Peace House	1923					North Side, the (phase 2)	1	
411	West	19th	Street	Frank & Alice McAvoy House	1929					North Side, the (phase 2)	1	
415	West	19th	Street	Samuel R. Risley House	1906					North Side, the (phase 2)	1	
419	West	19th	Street	Royal W. Olson House	1913					North Side, the (phase 2)	1	
425	West	19th	Street	Dr. Edwin W. Varley House	1904					North Side, the (phase 2)	1	
517	West	19th	Street							North Side, the (phase 2)		
519	West	19th	Street	George B. Eberenz House	1903					North Side, the (phase 2)	1	
521	West	19th	Street	David M. Campbell House	1903					North Side, the (phase 2)	1	
615	West	19th	Street							North Side, the (phase 2)		
616	West	19th	Street							North Side, the (phase 1)	1	
619	West	19th	Street	J. Robert & Lena D. Duckworth Hou	1914					North Side, the (phase 2)	1	
620	West	19th	Street							North Side, the (phase 1)		1
621	West	19th	Street	Leold "Leo" Guggenheim House	1911					North Side, the (phase 2)	1	
624	West	19th	Street							North Side, the (phase 1)	1	
625	West	19th	Street	Edward C. Teller House	1909					North Side, the (phase 2)	1	
210	West	20th	Street							North Side, the (phase 2)		
306	West	20th	Street							North Side, the (phase 2)		
316	West	20th	Street							North Side, the (phase 2)		
416	West	20th	Street	Morton & Ruth Rechnitz House	1929					North Side, the (phase 2)	1	
418	West	20th	Street	Everett Day Duplex	1930					North Side, the (phase 2)	1	
614	West	20th	Street	William R. & Vera M. Dunn House	1952					North Side, the (phase 2)	1	
616	West	20th	Street							North Side, the (phase 2)		
620	West	20th	Street							North Side, the (phase 2)		
622	West	20th	Street	Leonard C. Gibbens House	1915					North Side, the (phase 2)	1	
415	East	Abriendo	Avenue	McClelland Orphanage	1935		1	9/9/2002	6888			
100	West	Abriendo	Avenue	Christopher Columbus Monument, the			1	5/23/2011	R-12157			
300	West	Abriendo	Avenue	Walter, Martin, House	1906		1	9/9/2002	6888			
100	West	B	Street	Depot Annex (Post Office Terminal	1922; 1950			9/9/2002	6888	Union Avenue	1	
103	West	B	Street	William Strait Block (Stores & Apart	1890					Union Avenue	1	

NUM	DIR	STREET	TYPE	HISTORIC NAME	BUILT	HB	LL	DATE	ORD	LHD	LHD-C	LHD-NC
113	West	B	Street	Coors Building; Vendome Hotel	1903	4/8/1985				Union Avenue	1	
117	West	B	Street	Unionia Newspaper	1905	4/8/1985				Union Avenue	1	
121	West	B	Street	Hotel and Tavern; Arcade Building	1904	4/8/1985				Union Avenue	1	
132	West	B	Street	Union Depot	1890	4/8/1985				Union Avenue	1	
132	West	B	Street	Santa Fe Locomotive #2912	1944		1	9/9/2002	6888			
200	West	B	Street		1889	4/8/1985		9/9/2002	6888	Union Avenue	1	
223	West	B	Street	Rio Grande Freight House		1		Z-98-16	6375			
905		Berkley	Avenue	Hazerlhurst / Berkley House	1895		1	9/9/2002	6888			
116		Broadway	Avenue	Hose Company #3	1898		1	7/24/2006				
126		Broadway	Avenue	South Pueblo Lodge #31			1	12/12/2005				
400		Broadway	Avenue	First Methodist Episcopal Church /	1902		1	9/9/2002	6888			
116	East	C	Street	Store	1883	4/8/1985		9/9/2002	6888	Union Avenue	1	
215		Canal	Street	Minnequa Steel Works Office Buildi	1901		1	9/9/2002	6888			
225		Canal	Street	Minnequa Steel Works Dispensary	1902		1	9/9/2002	6888			
38		Carlile	Place	Tooke-Nuckolls House	1891		1	9/9/2002	6888			
44		Carlile	Place	Carlile, James N., House	1872		1	9/9/2002	6888			
119		Central	Plaza	Tutt Building	1890		1	9/9/2002	6888			
1		City Hall	Place	City Hall	1917	4/8/1985				Union Avenue	1	
1		City Hall	Place	Memorial Auditorium	1919	4/8/1985				Union Avenue	1	
330		Colorado	Avenue	J.A. Wayland House, the			1	7/12/2010	8250			
501		Colorado	Avenue	Galligan House	1891		1	9/9/2002	6888			
1801		Court	Street							North Side, the (phase 1)	1	
1805		Court	Street							North Side, the (phase 1)		
1821		Court	Street							North Side, the (phase 1)	1	
1825		Court	Street							North Side, the (phase 1)	1	
1827		Court	Street							North Side, the (phase 1)	1	
1901		Court	Street	Barndollar-Stone-Work House, the			1	8/14/2006		North Side, the (phase 2)		
1906		Court	Street	Barndollar-Gann House	1889		1	9/9/2002	6888	North Side, the (phase 1)	1	
1910		Court	Street	Adelbert A. Weiland house	1914					North Side, the (phase 2)	1	
1912		Court	Street	Ralph B. Ferris House	1908					North Side, the (phase 2)		1
1917		Court	Street	Robert Anderson House; John Fred	1904					North Side, the (phase 2)	1	
1918		Court	Street							North Side, the (phase 2)		
1921		Court	Street							North Side, the (phase 2)		

NUM	DIR	STREET	TYPE	HISTORIC NAME	BUILT	HB	LL	DATE	ORD	LHD	LHD-C	LHD-NC
1922		Court	Street	Rolland L. Phillips House	1923					North Side, the (phase 2)	1	
1926		Court	Street	Kenneth V. & Ruth R. Means House	1956					North Side, the (phase 2)		1
1927		Court	Street	Charles T. Strots House	1900					North Side, the (phase 2)	1	
1930		Court	Street	Edwin E. Churchill House	1896					North Side, the (phase 2)	1	
1409		Craig	Street	Duke, Nathaniel W., House	1889		1	9/9/2002	6888			
112	West	D	Street		1904	4/8/1985				Union Avenue	1	
535		Dittmer	Avenue	Florman House, the			1	11/22/2004				
1701	North	Elizabeth	Street							North Side, the (phase 1)	1	
1709	North	Elizabeth	Street							North Side, the (phase 1)		1
1800	North	Elizabeth	Street							North Side, the (phase 1)	1	
1801	North	Elizabeth	Street							North Side, the (phase 1)	1	
1810	North	Elizabeth	Street							North Side, the (phase 1)		1
1819	North	Elizabeth	Street	Morey Bernstein House, the	1926		1	10/11/2005		North Side, the (phase 1)	1	
1827	North	Elizabeth	Street							North Side, the (phase 1)	1	
1830	North	Elizabeth	Street							North Side, the (phase 1)	1	
1901	North	Elizabeth	Street	Edward Frederick Brown House	1904					North Side, the (phase 2)	1	
1909	North	Elizabeth	Street	La Mont B. Beach House	1909					North Side, the (phase 2)		1
1910	North	Elizabeth	Street	Helander-King House	1900					North Side, the (phase 2)	1	
1911	North	Elizabeth	Street	John J. Jenkins House	1904					North Side, the (phase 2)	1	
1914	North	Elizabeth	Street	Edwin E. Douglass House	1906					North Side, the (phase 2)	1	
1915	North	Elizabeth	Street	Edgar T. Pate House	1923					North Side, the (phase 2)	1	
1919	North	Elizabeth	Street	John W. Davidson House	1902					North Side, the (phase 2)	1	
1920	North	Elizabeth	Street							North Side, the (phase 2)		
1921	North	Elizabeth	Street	Brooking-Howard House	1900					North Side, the (phase 2)	1	
1922	North	Elizabeth	Street	Kenneth McCabe House	1920					North Side, the (phase 2)		1
1924	North	Elizabeth	Street	Max Schwer House	1914					North Side, the (phase 2)	1	
1925	North	Elizabeth	Street	Edward V. Garnett House	1904					North Side, the (phase 2)	1	
1930	North	Elizabeth	Street	Finney-Clark House	1913					North Side, the (phase 2)	1	
2121	North	Elizabeth	Street	Frazier, R.T., House	1915		1	9/9/2002	6888			
1201		Elm	Street	Gus' Place			1	8/10/2009				
1143	East	Evans	Avenue	Swartz Block / Odd Fellows Hall			1	3/9/2009	7982			
1201	East	Evans	Avenue	Bessemer Fire Station, the			1	8/8/2005				
228	West	Evans	Avenue	First Congregational Church	1889		1	9/9/2002	6888			

NUM	DIR	STREET	TYPE	HISTORIC NAME	BUILT	HB	LL	DATE	ORD	LHD	LHD-C	LHD-NC
800		Goodnight	Avenue	City Park Carousel	1914		1	9/9/2002	6888			
1025	North	Grand	Avenue	Sacred Heart Cathedral	1913		1	9/9/2002	6888			
1325	North	Grand	Avenue	Temple Emanuel	1900		1	9/9/2002	6888			
1812	North	Grand	Avenue							North Side, the (phase 1)	1	
1825	North	Grand	Avenue	Rice, Ward, House	1892		1	9/9/2002	6888	North Side, the (phase 1)	1	
1827	North	Grand	Avenue							North Side, the (phase 1)	1	
1901	North	Grand	Avenue	Albert Elliot House	1908					North Side, the (phase 2)	1	
1903	North	Grand	Avenue	William Henry House	1908					North Side, the (phase 2)	1	
1905	North	Grand	Avenue							North Side, the (phase 2)		
1907	North	Grand	Avenue							North Side, the (phase 2)		
1912	North	Grand	Avenue	Clarence B. Douglas House	1924					North Side, the (phase 2)	1	
1913	North	Grand	Avenue	Eugene F. Ford House	1903					North Side, the (phase 2)	1	
1915	North	Grand	Avenue	Edward J. Scott House	1888					North Side, the (phase 2)	1	
1918	North	Grand	Avenue	Paul L. Wright House	1929					North Side, the (phase 2)	1	
1919	North	Grand	Avenue	John J. Crow House	1909					North Side, the (phase 2)	1	
1921	North	Grand	Avenue	Lloyd H. Benning House	1920					North Side, the (phase 2)	1	
1922	North	Grand	Avenue	Jacob Blum House	1905					North Side, the (phase 2)	1	
1925	North	Grand	Avenue	Ralph H. Redak House	1926					North Side, the (phase 2)	1	
1930	North	Grand	Avenue	Louis W. Biele House	1900					North Side, the (phase 2)	1	
2201	North	Grand	Avenue	Streit, J.L., House	1888		1	9/9/2002	6888			
107	South	Grand	Avenue	La Veta Place and Mercantile Buildi	1891		1	6/13/2016	9000			
217	South	Grand	Avenue	Vail Hotel	1911	4/8/1985		9/9/2002	6888	Union Avenue	1	
219	South	Grand	Avenue	Star Journal, the	1904	4/8/1985		9/9/2002	6888	Union Avenue	1	
1325	North	Greenwood	Street	Pryor, Frank, House	1889		1	9/9/2002	6888			
1401	North	Greenwood	Street	Hartman / Hoag House, the			1	10/25/2004				
1801	North	Greenwood	Street	Gast Mansion	1892		1	9/9/2002	6888	North Side, the (phase 1)	1	
1912	North	Greenwood	Street	Nancy J. Mize House	1903					North Side, the (phase 2)	1	
1914	North	Greenwood	Street							North Side, the (phase 2)		
1915	North	Greenwood	Street	Ambrose V. Bradford House	1890					North Side, the (phase 2)	1	
1916	North	Greenwood	Street	Robert Kershaw House	1901					North Side, the (phase 2)	1	
1917	North	Greenwood	Street	Mary & Mabel Meyers House	1906					North Side, the (phase 2)	1	
1918	North	Greenwood	Street	Dr. Augustus J. Monahan House	1903					North Side, the (phase 2)	1	

NUM	DIR	STREET	TYPE	HISTORIC NAME	BUILT	HB	LL	DATE	ORD	LHD	LHD-C	LHD-NC
1919	North	Greenwood	Street	Jesse A. Rood House	1899					North Side, the (phase 2)		1
1919	North	Greenwood	Street							North Side, the (phase 2)		
1920	North	Greenwood	Street	Milton c. Potter House	1903					North Side, the (phase 2)	1	
1925	North	Greenwood	Street	William Peach House	1903					North Side, the (phase 2)	1	
1927	North	Greenwood	Street	Morris C. Johnson House	1906					North Side, the (phase 2)	1	
1930	North	Greenwood	Street							North Side, the (phase 2)		
2920		High	Street	Star Journal Model Home	1927		1	9/9/2002	6888			
1005		Lake	Avenue	William J. Anderson House, the			1	7/25/2011	8378			
1007		Lake	Avenue	J. Euclid Miles House, the			1	5/24/2010	8215			
1013		Lake	Avenue	K.M. Flynn House, the			1	6/11/2012				
2130		Lake	Avenue	Coronado Lodge			1	3/30/2020				
201		Lamkin	Street			1		Z-97-14	6278; 6330			
611		Logan	Avenue	Saint Francis Xavier Church			1	7/25/2011				
207	North	Main	Street	Mechanics Building / Masonic Build	1891		1	9/9/2002	6888			
225	North	Main	Street	Montgomery Ward Building	1936		1	9/9/2002	6888			
300	North	Main	Street	Whitcomb Block / Pueblo Savings &	1896		1	6/11/2018	9294			
401	North	Main	Street	Colorado Building	1925		1	9/9/2002	6888			
421	North	Main	Street	Pueblo Federal Building / U.S. Post	1897		1	9/9/2002	6888			
1911	North	Main	Street	Walter E. Scott Sr. House	1904					North Side, the (phase 2)	1	
1915	North	Main	Street	Willard S. Kettering House	1926					North Side, the (phase 2)	1	
1929	North	Main	Street	Walter E. Scott House	1911					North Side, the (phase 2)	1	
101	South	Main	Street		1910	4/8/1985				Union Avenue	1	
227	South	Main	Street		1883	4/8/1985				Union Avenue	1	
231	South	Main	Street		1883	4/8/1985				Union Avenue	1	
211	East	Mesa	Avenue	Saint Mary's School			1	11/24/2003				
900	West	Mesa	Avenue	Edison School	1909		1	9/9/2002	6888			
226		Michigan	Street	Saint Patrick's Church	1882		1	5/24/2004	7152			
3455		Nuckolls	Avenue	Pueblo City Park Zoo	1940		1	9/9/2002	6888			
102		Oneida	Avenue	Quaker Flour Mill / Abel Engineerin	1869		1	9/9/2002	6888			
101	East	Orman	Avenue	Stickney, Charles, H., House	1890		1	9/9/2002	6888			
102	East	Orman	Avenue	Orman-Adams House	1890		1	9/9/2002	6888			
215	East	Orman	Avenue	Keating School	1927		1	9/9/2002	6888			
220	West	Orman	Avenue	Dr. William T.H. and Lurena Baker H	1912		1	10/24/2014	8789			

NUM	DIR	STREET	TYPE	HISTORIC NAME	BUILT	HB	LL	DATE	ORD	LHD	LHD-C	LHD-NC
431	East	Pitkin	Avenue	Central High School	1881		1	9/9/2002	6888			
102	West	Pitkin	Avenue	Black, Dr. John A., House Complex	1910		1	9/9/2002	6888			
114	West	Pitkin	Avenue	Black, Dr. John A., House Complex	1910		1	9/9/2002	6888			
302	West	Pitkin	Avenue	Number 1 Pitkin Place	1893			9/9/2002	6888	Pitkin Place	1	
306	West	Pitkin	Avenue	Number 2 Pitkin Place	1893			9/9/2002	6888	Pitkin Place	1	
310	West	Pitkin	Avenue	Number 3 Pitkin Place	1893			9/9/2002	6888	Pitkin Place	1	
314	West	Pitkin	Avenue	Number 4 Pitkin Place	1892			9/9/2002	6888	Pitkin Place	1	
318	West	Pitkin	Avenue	Number 5 Pitkin Place	1892			9/9/2002	6888	Pitkin Place	1	
322	West	Pitkin	Avenue	Number 6 Pitkin Place	1911			9/9/2002	6888	Pitkin Place	1	
326	West	Pitkin	Avenue	Number 7 Pitkin Place	1895			9/9/2002	6888	Pitkin Place	1	
229		Quincy	Street	King, Dr. Alexander T., House	1891		1	9/9/2002	6888			
215	West	Routt	Avenue	King, Dr. Alexander T., Carriage Hou	1891		1	9/9/2002	6888			
201	North	Santa Fe	Avenue	Holden Block	1881		1	4/14/2003				
221	North	Santa Fe	Avenue	Studzinski Block	1882		1	4/14/2003				
418	North	Santa Fe	Avenue	BPOE Pueblo Lodge No. 90 Annex			1	10/8/2018	9351			
426	North	Santa Fe	Avenue	Numa Hotel / Saint James Hotel / BPOE Pueblo Lodge No			1	10/8/2018	9351			
801	North	Santa Fe	Avenue	YWCA-Pueblo	1935		1	9/9/2002	6888			
1500	North	Santa Fe	Avenue	Lake Clara band shell					7269	Mineral Palace Park	1	
1500	North	Santa Fe	Avenue	Lake Clara boathouse and pavilion					7269	Mineral Palace Park	1	
1500	North	Santa Fe	Avenue	Lake Clara original portion of retaining walls					7269	Mineral Palace Park	1	
1500	North	Santa Fe	Avenue	Main Street entrance gate					7269	Mineral Palace Park	1	
1500	North	Santa Fe	Avenue	Pathways defining the formal garden (originally rose garden)					7269	Mineral Palace Park	1	
1500	North	Santa Fe	Avenue	Ranger station and accessory building at the northeast side					7269	Mineral Palace Park	1	
1500	North	Santa Fe	Avenue	Remaining park road walls constructed during historic period					7269	Mineral Palace Park	1	
650	South	Santa Fe	Avenue	Santa Fe Avenue Bridge			1	9/9/2002	6888			
2315		Sprague	Street	Sacred Heart Orphanage	1903		1	9/9/2002	6888			
1000		Spruce	Street	Saint John's Greek Orthodox Church	1907		1	9/9/2002	6888			
101	North	Union	Avenue	Riverside Building	1890	4/8/1985		9/9/2002	6888	Union Avenue	1	
105	North	Union	Avenue	Bayle Block	1889	4/8/1985		9/9/2002	6888	Union Avenue	1	
111	North	Union	Avenue	Store and Offices	1950	4/8/1985		9/9/2002	6888	Union Avenue		1
230	North	Union	Avenue		1887	4/8/1985				Union Avenue	1	
315	North	Union	Avenue	El Pueblo Archaeological Site	1842		1	9/9/2002	6888			
101	South	Union	Avenue							Union Avenue		1

NUM	DIR	STREET	TYPE	HISTORIC NAME	BUILT	HB	LL	DATE	ORD	LHD	LHD-C	LHD-NC
105	South	Union	Avenue	Boyle Block / Sam Nelson Furniture	1889	4/8/1985				Union Avenue	1	
109	South	Union	Avenue		1950	4/8/1985				Union Avenue		1
118	South	Union	Avenue		1920	4/8/1985				Union Avenue	1	
121	South	Union	Avenue	Erickson Block	1902	4/8/1985				Union Avenue	1	
122	South	Union	Avenue		1905	4/8/1985				Union Avenue	1	
123	South	Union	Avenue		1921	4/8/1985				Union Avenue	1	
124	South	Union	Avenue		1905	4/8/1985				Union Avenue	1	
126	South	Union	Avenue		1905	4/8/1985				Union Avenue	1	
128	South	Union	Avenue	Price Block	1883	4/8/1985				Union Avenue	1	
130	South	Union	Avenue	Gold Dust Block	1889	4/8/1985				Union Avenue	1	
131	South	Union	Avenue		1925	4/8/1985				Union Avenue	1	
133	South	Union	Avenue		1925	4/8/1985				Union Avenue	1	
201	South	Union	Avenue	Union Avenue Livery (Headlight Live	1920	4/8/1985				Union Avenue		1
204	South	Union	Avenue	Kitchen Block	1883	4/8/1985				Union Avenue		1
206	South	Union	Avenue		1891	4/8/1985				Union Avenue	1	
207	South	Union	Avenue		1920	4/8/1985				Union Avenue	1	
211	South	Union	Avenue		1937	4/8/1985				Union Avenue	1	
214	South	Union	Avenue		1900	4/8/1985				Union Avenue	1	
215	South	Union	Avenue		1921	4/8/1985				Union Avenue		1
217	South	Union	Avenue		1990	4/8/1985				Union Avenue		1
218	South	Union	Avenue		1924	4/8/1985				Union Avenue	1	
220	South	Union	Avenue		1921	4/8/1985				Union Avenue	1	
222	South	Union	Avenue		1881	4/8/1985				Union Avenue	1	
223	South	Union	Avenue		1905	4/8/1985				Union Avenue	1	
224	South	Union	Avenue		1893	4/8/1985				Union Avenue	1	
226	South	Union	Avenue		1887	4/8/1985				Union Avenue	1	
229	South	Union	Avenue		1896	4/8/1985				Union Avenue	1	
230	South	Union	Avenue	DeRemer Block	1882	4/8/1985				Union Avenue	1	
231	South	Union	Avenue		1881	4/8/1985				Union Avenue	1	
232	South	Union	Avenue		1893	4/8/1985				Union Avenue	1	
304	South	Union	Avenue	Donnegan Block	1893	4/8/1985				Union Avenue	1	
307	South	Union	Avenue			4/8/1985				Union Avenue		1
309	South	Union	Avenue	Store	1883	4/8/1985				Union Avenue	1	
311	South	Union	Avenue	Stores	1905	4/8/1985				Union Avenue	1	
315	South	Union	Avenue	Storage	1921	4/8/1985				Union Avenue	1	

NUM	DIR	STREET	TYPE	HISTORIC NAME	BUILT	HB	LL	DATE	ORD	LHD	LHD-C	LHD-NC
317	South	Union	Avenue	Tavern	1883	4/8/1985				Union Avenue	1	
319	South	Union	Avenue	Stores	1920	4/8/1985				Union Avenue	1	
320	South	Union	Avenue		1893	4/8/1985				Union Avenue		1
325	South	Union	Avenue		1896	4/8/1985				Union Avenue	1	
327	South	Union	Avenue	William Strait Block	1893	4/8/1985				Union Avenue	1	
330	South	Union	Avenue	McLaughlin Building	1891	4/8/1985				Union Avenue	1	
400	South	Union	Avenue	Holmes Hardware	1915	4/8/1985				Union Avenue	1	
100	North	Victoria	Avenue			4/8/1985				Union Avenue		1
102	South	Victoria	Avenue		1893	4/8/1985				Union Avenue	1	
104	South	Victoria	Avenue		1905	4/8/1985				Union Avenue	1	
105	South	Victoria	Avenue	Pueblo Power Plant			1	5/14/2018	9268			
1908		West	Street	Dr. Ray R. Taylor House	1919					North Side, the (phase 2)	1	
1912		West	Street	Robert C. Innes House	1921					North Side, the (phase 2)	1	

NUM	DIR	STREET	TYPE	DATE	ORD	NRL	DATE	N-REC	NRHD	NRHD-C	NRHD-N	DATE	NRHD-REC	HABS
212	West	03rd	Street			1	5/17/1984						#84000881	5PE.580; 8254
403	East	04th	Street											
1402	East	07th	Street											
1438	East	07th	Street											
408	West	07th	Street			1	5/17/1984							5PE.618
215	West	10th	Street			1	6/27/1975						75000534	5PE.492
310	West	11th	Street											
401	West	11th	Street			1	10/2/1986							5PE.4199
417	West	11th	Street			1	10/11/1984							5PE.4200
229	West	12th	Street			1	1/9/1978						78000877	5PE.493
727	West	13th	Street											
1301	West	13th	Street			1	9/26/1985							5PE.527.2
419	West	14th	Street			1	7/30/1974							5PE.491
325	West	15th	Street			1	2/17/1978						78000876	5PE.497
425	West	15th	Street			1	8/18/1983						83001328	5PE.4201
303	West	17th	Street	6/30/2008	7721									
605	West	17th	Street	6/30/2008	7721									
302	West	18th	Street	6/30/2008	7721									
315	West	18th	Street	6/30/2008	7721									
317	West	18th	Street	6/30/2008	7721									
321	West	18th	Street	6/30/2008	7721									
325	West	18th	Street	6/30/2008	7721									
401	West	18th	Street	6/30/2008	7721									
409	West	18th	Street	6/30/2008	7721									
419	West	18th	Street	6/30/2008	7721									
420	West	18th	Street	6/30/2008	7721									5PE.4175
420	West	18th	Street	6/30/2008	7721									
423	West	18th	Street	6/30/2008	7721									
425	West	18th	Street	6/30/2008	7721									
529	West	18th	Street	6/30/2008	7721									
611	West	18th	Street	6/30/2008	7721									
615	West	18th	Street	6/30/2008	7721									
203	West	19th	Street	2/11/2013	8551									

NUM	DIR	STREET	TYPE	DATE	ORD	NRL	DATE	N-REC	NRHD	NRHD-C	NRHD-N	DATE	NRHD-REC	HABS
207	West	19th	Street	2/11/2013	8551									
209	West	19th	Street	2/11/2013	8551									
307	West	19th	Street	2/11/2013	8551									
309	West	19th	Street	2/11/2013	8551									
311	West	19th	Street	2/11/2013	8551									
411	West	19th	Street	2/11/2013	8551									
415	West	19th	Street	2/11/2013	8551									
419	West	19th	Street	2/11/2013	8551									
425	West	19th	Street	2/11/2013	8551									
517	West	19th	Street	2/11/2013	8551									
519	West	19th	Street	2/11/2013	8551									
521	West	19th	Street	2/11/2013	8551									
615	West	19th	Street	2/11/2013	8551									
616	West	19th	Street	6/30/2008	7721									
619	West	19th	Street	2/11/2013	8551									
620	West	19th	Street	6/30/2008	7721									
621	West	19th	Street	2/11/2013	8551									
624	West	19th	Street	6/30/2008	7721									
625	West	19th	Street	2/11/2013	8551									
210	West	20th	Street	2/11/2013	8551									
306	West	20th	Street	2/11/2013	8551									
316	West	20th	Street	2/11/2013	8551									
416	West	20th	Street	2/11/2013	8551									
418	West	20th	Street	2/11/2013	8551									
614	West	20th	Street	2/11/2013	8551									
616	West	20th	Street	2/11/2013	8551									
620	West	20th	Street	2/11/2013	8551									
622	West	20th	Street	2/11/2013	8551									
415	East	Abriendo	Avenue				1/30/1992							5PE.4217
100	West	Abriendo	Avenue				5/23/2011							5PE.3162
300	West	Abriendo	Avenue				5/17/1984							5PE.4212
100	West	B	Street	4/8/1985	5216			82001021	Union A	1		12/28/1982		5PE.612
103	West	B	Street	4/8/1985	5216			82001021	Union A	1		12/28/1982		5PE.612

NUM	DIR	STREET	TYPE	DATE	ORD	NRL	DATE	N-REC	NRHD	NRHD-C	NRHD-N	DATE	NRHD-REC	HABS
113	West	B	Street	4/8/1985	5216			82001021	Union A	1		12/28/1982		5PE.612
117	West	B	Street	4/8/1985	5216			82001021	Union A	1		12/28/1982		5PE.612
121	West	B	Street	4/8/1985	5216			82001021	Union A	1		12/28/1982		5PE.612
132	West	B	Street	4/8/1985	5216	1	4/1/1975	82001021	Union A	1		12/28/1982		5PE.494; 5PE.612
132	West	B	Street			1	9/13/1995							5PE.612.44
200	West	B	Street	4/8/1985	5216			82001021	Union A	1		12/28/1982		5PE.612
223	West	B	Street											5PE.1519
905		Berkley	Avenue			1	12/15/1978							5PE.500
116		Broadway	Avenue											
126		Broadway	Avenue											
400		Broadway	Avenue			1	11/14/1979							5PE.503
116	East	C	Street	4/8/1985	5216			82001021	Union A	1		12/28/1982		5PE.612
215		Canal	Street			1	6/6/2002							5PE.4179
225		Canal	Street			1	6/6/2002							5PE.4179
38		Carlile	Place			1	11/7/1985							5PE.4213
44		Carlile	Place			1	2/8/1985							5PE.4214
119		Central	Plaza			1	8/13/1983	83001331				8/18/1983		5PE.585
1		City Hall	Place	4/8/1985	5216			82001021	Union A	1		12/28/1982		5PE.612
1		City Hall	Place	4/8/1985	5216			82001021	Union A	1		12/28/1982		5PE.612
330		Colorado	Avenue											
501		Colorado	Avenue			1	6/3/1982							5PE.611
1801		Court	Street	6/30/2008	7721									
1805		Court	Street	6/30/2008	7721									
1821		Court	Street	6/30/2008	7721									
1825		Court	Street	6/30/2008	7721									
1827		Court	Street	6/30/2008	7721									
1901		Court	Street	2/11/2013	8551									
1906		Court	Street	6/30/2008	7721	1	11/7/1985						85002761	5PE.4205
1910		Court	Street	2/11/2013	8551									
1912		Court	Street	2/11/2013	8551									
1917		Court	Street	2/11/2013	8551									
1918		Court	Street	2/11/2013	8551									
1921		Court	Street	2/11/2013	8551									

NUM	DIR	STREET	TYPE	DATE	ORD	NRL	DATE	N-REC	NRHD	NRHD-C	NRHD-N	DATE	NRHD-REC	HABS
1922		Court	Street	2/11/2013	8551									
1926		Court	Street	2/11/2013	8551									
1927		Court	Street	2/11/2013	8551									
1930		Court	Street	2/11/2013	8551									
1409		Craig	Street			1	2/8/1985							5PE.4204
112	West	D	Street	4/8/1985	5216			82001021	Union A	1		12/28/1982		5PE.612
535		Dittmer	Avenue											
1701	North	Elizabeth	Street	6/30/2008	7721									
1709	North	Elizabeth	Street	6/30/2008	7721									
1800	North	Elizabeth	Street	6/30/2008	7721									
1801	North	Elizabeth	Street	6/30/2008	7721									
1810	North	Elizabeth	Street	6/30/2008	7721									
1819	North	Elizabeth	Street	6/30/2008	7721									
1827	North	Elizabeth	Street	6/30/2008	7721									
1830	North	Elizabeth	Street	6/30/2008	7721									
1901	North	Elizabeth	Street	2/11/2013	8551									
1909	North	Elizabeth	Street	2/11/2013	8551									
1910	North	Elizabeth	Street	2/11/2013	8551									
1911	North	Elizabeth	Street	2/11/2013	8551									
1914	North	Elizabeth	Street	2/11/2013	8551									
1915	North	Elizabeth	Street	2/11/2013	8551									
1919	North	Elizabeth	Street	2/11/2013	8551									
1920	North	Elizabeth	Street	2/11/2013	8551									
1921	North	Elizabeth	Street	2/11/2013	8551									
1922	North	Elizabeth	Street	2/11/2013	8551									
1924	North	Elizabeth	Street	2/11/2013	8551									
1925	North	Elizabeth	Street	2/11/2013	8551									
1930	North	Elizabeth	Street	2/11/2013	8551									
2121	North	Elizabeth	Street			1	6/19/1985							5PE.4206
1201		Elm	Street											
1143	East	Evans	Avenue											
1201	East	Evans	Avenue											
228	West	Evans	Avenue			1	3/8/1985							5PE.4209

NUM	DIR	STREET	TYPE	DATE	ORD	NRL	DATE	N-REC	NRHD	NRHD-C	NRHD-N	DATE	NRHD-REC	HABS
800		Goodnight	Avenue			1	4/21/1983							5PE.615
1025	North	Grand	Avenue			1	2/21/1989							5PE.1125
1325	North	Grand	Avenue			1	3/14/1996							5PE.4202
1812	North	Grand	Avenue	6/30/2008	7721									
1825	North	Grand	Avenue	6/30/2008	7721	1	11/7/1985							5PE.4207
1827	North	Grand	Avenue	6/30/2008	7721									
1901	North	Grand	Avenue	2/11/2013	8551									
1903	North	Grand	Avenue	2/11/2013	8551									
1905	North	Grand	Avenue	2/11/2013	8551									
1907	North	Grand	Avenue	2/11/2013	8551									
1912	North	Grand	Avenue	2/11/2013	8551									
1913	North	Grand	Avenue	2/11/2013	8551									
1915	North	Grand	Avenue	2/11/2013	8551									
1918	North	Grand	Avenue	2/11/2013	8551									
1919	North	Grand	Avenue	2/11/2013	8551									
1921	North	Grand	Avenue	2/11/2013	8551									
1922	North	Grand	Avenue	2/11/2013	8551									
1925	North	Grand	Avenue	2/11/2013	8551									
1930	North	Grand	Avenue	2/11/2013	8551									
2201	North	Grand	Avenue			1	9/20/1984							5PE.4208
107	South	Grand	Avenue											
217	South	Grand	Avenue	4/8/1985	5216	1	12/18/1978	82001021	Union A	1		12/28/1982		5PE.501; 5PE.612
219	South	Grand	Avenue	4/8/1985	5216			82001021	Union A	1		12/28/1982		5PE.612
1325	North	Greenwood	Street			1	2/8/1985	85000231						5PE.4203
1401	North	Greenwood	Street											
1801	North	Greenwood	Street	6/30/2008	7721	1	6/3/1982							5PE.483
1912	North	Greenwood	Street	2/11/2013	8551									
1914	North	Greenwood	Street	2/11/2013	8551									
1915	North	Greenwood	Street	2/11/2013	8551									
1916	North	Greenwood	Street	2/11/2013	8551									
1917	North	Greenwood	Street	2/11/2013	8551									
1918	North	Greenwood	Street	2/11/2013	8551									

NUM	DIR	STREET	TYPE	DATE	ORD	NRL	DATE	N-REC	NRHD	NRHD-C	NRHD-N	DATE	NRHD-REC	HABS
1919	North	Greenwood	Street	2/11/2013	8551									
1919	North	Greenwood	Street	2/11/2013	8551									
1920	North	Greenwood	Street	2/11/2013	8551									
1925	North	Greenwood	Street	2/11/2013	8551									
1927	North	Greenwood	Street	2/11/2013	8551									
1930	North	Greenwood	Street	2/11/2013	8551									
2920		High	Street			1	2/16/1984							5PE.4216
1005		Lake	Avenue											
1007		Lake	Avenue											
1013		Lake	Avenue											
2130		Lake	Avenue			1	3/30/2020	SG100005146						
201		Lamkin	Street											
611		Logan	Avenue											
207	North	Main	Street			1	6/16/1983	83001330						5PE.556
225	North	Main	Street			1	12/24/1996							5PE.557
300	North	Main	Street											5PE.1198
401	North	Main	Street			1	4/17/1992							5PE.559
421	North	Main	Street			1	1/3/1978							5PE.498
1911	North	Main	Street	2/11/2013	8551									
1915	North	Main	Street	2/11/2013	8551									
1929	North	Main	Street	2/11/2013	8551									
101	South	Main	Street	4/8/1985	5216			82001021	Union A	1		12/28/1982		5PE.612
227	South	Main	Street	4/8/1985	5216			82001021	Union A	1		12/28/1982		5PE.612
231	South	Main	Street	4/8/1985	5216			82001021	Union A	1		12/28/1982		5PE.612
211	East	Mesa	Avenue											
900	West	Mesa	Avenue			1	6/19/1985							5PE.4215
226		Michigan	Street											
3455		Nuckolls	Avenue			1	7/28/1995							5PE.587
102		Oneida	Avenue			1	9/30/1976							5PE.496
101	East	Orman	Avenue			1	2/8/1985							5PE.4210
102	East	Orman	Avenue			1	7/13/1976	76000567						5PE.495
215	East	Orman	Avenue			1								5PE.6160
220	West	Orman	Avenue			0								

NUM	DIR	STREET	TYPE	DATE	ORD	NRL	DATE	N-REC	NRHD	NRHD-C	NRHD-N	DATE	NRHD-REC	HABS
431	East	Pitkin	Avenue			1	11/14/1979							5PE.502
102	West	Pitkin	Avenue			1	11/7/1985	85002760				11/7/1985		5PE.4211
114	West	Pitkin	Avenue			1	11/7/1985	85002760				11/7/1985		5PE.4211
302	West	Pitkin	Avenue					78000880	Pitkin Pl	1		1/31/1978		5PE.490
306	West	Pitkin	Avenue					78000880	Pitkin Pl	1		1/31/1978		5PE.490
310	West	Pitkin	Avenue					78000880	Pitkin Pl	1		1/31/1978		5PE.490
314	West	Pitkin	Avenue					78000880	Pitkin Pl	1		1/31/1978		5PE.490
318	West	Pitkin	Avenue					78000880	Pitkin Pl	1		1/31/1978		5PE.490
322	West	Pitkin	Avenue					78000880	Pitkin Pl	1		1/31/1978		5PE.490
326	West	Pitkin	Avenue					78000880	Pitkin Pl	1		1/31/1978		5PE.490
229		Quincy	Street			1	4/21/1983							5PE.616
215	West	Routt	Avenue			1	4/21/1983							5PE.616
201	North	Santa Fe	Avenue											5PE.4144
221	North	Santa Fe	Avenue											5PE.4143
418	North	Santa Fe	Avenue											
426	North	Santa Fe	Avenue											
801	North	Santa Fe	Avenue			1	3/24/1980						#80000921	5PE.504
1500	North	Santa Fe	Avenue	8/13/2004										
1500	North	Santa Fe	Avenue	8/13/2004										
1500	North	Santa Fe	Avenue	8/13/2004										
1500	North	Santa Fe	Avenue	8/13/2004										
1500	North	Santa Fe	Avenue	8/13/2004										
1500	North	Santa Fe	Avenue	8/13/2004										
1500	North	Santa Fe	Avenue	8/13/2004										
650	South	Santa Fe	Avenue			1	10/15/2002						#02001149	5PE.3938
2315		Sprague	Street			1	3/3/1989							5PE.569
1000		Spruce	Street			1	2/28/2002							5PE.4219
101	North	Union	Avenue	4/8/1985	5216			82001021	Union A	1		12/28/1982		5PE.612
105	North	Union	Avenue	4/8/1985	5216			82001021	Union A	1		12/28/1982		5PE.612
111	North	Union	Avenue	4/8/1985	5216			82001021	Union Avenue		1	12/28/1982		5PE.612
230	North	Union	Avenue	4/8/1985	5216			82001021	Union A	1		12/28/1982		5PE.612
315	North	Union	Avenue			1	2/16/1996							5PE.303
101	South	Union	Avenue	4/8/1985	5216			82001021	Union Avenue		1	12/28/1982		5PE.612

NUM	DIR	STREET	TYPE	DATE	ORD	NRL	DATE	N-REC	NRHD	NRHD-C	NRHD-N	DATE	NRHD-REC	HABS
105	South	Union	Avenue	4/8/1985	5216			82001021	Union A	1		12/28/1982		5PE.612
109	South	Union	Avenue	4/8/1985	5216			82001021	Union Avenue		1	12/28/1982		5PE.612
118	South	Union	Avenue	4/8/1985	5216			82001021	Union A	1		12/28/1982		5PE.612
121	South	Union	Avenue	4/8/1985	5216			82001021	Union A	1		12/28/1982		5PE.612
122	South	Union	Avenue	4/8/1985	5216			82001021	Union A	1		12/28/1982		5PE.612
123	South	Union	Avenue	4/8/1985	5216			82001021	Union A	1		12/28/1982		5PE.612
124	South	Union	Avenue	4/8/1985	5216			82001021	Union A	1		12/28/1982		5PE.612
126	South	Union	Avenue	4/8/1985	5216			82001021	Union A	1		12/28/1982		5PE.612
128	South	Union	Avenue	4/8/1985	5216			82001021	Union A	1		12/28/1982		5PE.612
130	South	Union	Avenue	4/8/1985	5216			82001021	Union A	1		12/28/1982		5PE.612
131	South	Union	Avenue	4/8/1985	5216			82001021	Union A	1		12/28/1982		5PE.612
133	South	Union	Avenue	4/8/1985	5216			82001021	Union A	1		12/28/1982		5PE.612
201	South	Union	Avenue	4/8/1985	5216			82001021	Union Avenue		1	12/28/1982		5PE.612
204	South	Union	Avenue	4/8/1985	5216			82001021	Union Avenue		1	12/28/1982		5PE.612
206	South	Union	Avenue	4/8/1985	5216			82001021	Union A	1		12/28/1982		5PE.612
207	South	Union	Avenue	4/8/1985	5216			82001021	Union A	1		12/28/1982		5PE.612
211	South	Union	Avenue	4/8/1985	5216			82001021	Union A	1		12/28/1982		5PE.612
214	South	Union	Avenue	4/8/1985	5216			82001021	Union A	1		12/28/1982		5PE.612
215	South	Union	Avenue	4/8/1985	5216			82001021	Union Avenue		1	12/28/1982		5PE.612
217	South	Union	Avenue	4/8/1985	5216			82001021	Union Avenue		1	12/28/1982		5PE.612
218	South	Union	Avenue	4/8/1985	5216			82001021	Union A	1		12/28/1982		5PE.612
220	South	Union	Avenue	4/8/1985	5216			82001021	Union A	1		12/28/1982		5PE.612
222	South	Union	Avenue	4/8/1985	5216			82001021	Union A	1		12/28/1982		5PE.612
223	South	Union	Avenue	4/8/1985	5216			82001021	Union A	1		12/28/1982		5PE.612
224	South	Union	Avenue	4/8/1985	5216			82001021	Union A	1		12/28/1982		5PE.612
226	South	Union	Avenue	4/8/1985	5216	?	?	82001021	Union A	1		12/28/1982		5PE.612
229	South	Union	Avenue	4/8/1985	5216			82001021	Union A	1		12/28/1982		5PE.612
230	South	Union	Avenue	4/8/1985	5216			82001021	Union A	1		12/28/1982		5PE.612
231	South	Union	Avenue	4/8/1985	5216			82001021	Union A	1		12/28/1982		5PE.612
232	South	Union	Avenue	4/8/1985	5216			82001021	Union A	1		12/28/1982		5PE.612
304	South	Union	Avenue	4/8/1985	5216			82001021	Union A	1		12/28/1982		5PE.612
307	South	Union	Avenue	4/8/1985	5216			82001021	Union Avenue		1	12/28/1982		5PE.612
309	South	Union	Avenue	4/8/1985	5216			82001021	Union A	1		12/28/1982		5PE.612
311	South	Union	Avenue	4/8/1985	5216			82001021	Union A	1		12/28/1982		5PE.612
315	South	Union	Avenue	4/8/1985	5216			82001021	Union A	1		12/28/1982		5PE.612

NUM	DIR	STREET	TYPE	DATE	ORD	NRL	DATE	N-REC	NRHD	NRHD-C	NRHD-N	DATE	NRHD-REC	HABS
317	South	Union	Avenue	4/8/1985	5216			82001021	Union A	1		12/28/1982		5PE.612
319	South	Union	Avenue	4/8/1985	5216			82001021	Union A	1		12/28/1982		5PE.612
320	South	Union	Avenue	4/8/1985	5216			82001021	Union Avenue		1	12/28/1982		5PE.612
325	South	Union	Avenue	4/8/1985	5216			82001021	Union A	1		12/28/1982		5PE.612
327	South	Union	Avenue	4/8/1985	5216			82001021	Union A	1		12/28/1982		5PE.612
330	South	Union	Avenue	4/8/1985	5216			82001021	Union A	1		12/28/1982		5PE.612
400	South	Union	Avenue	4/8/1985	5216			82001021	Union A	1		12/28/1982		5PE.612
100	North	Victoria	Avenue	4/8/1985	5216			82001021	Union Avenue		1	12/28/1982		5PE.612
102	South	Victoria	Avenue	4/8/1985	5216			82001021	Union A	1		12/28/1982		5PE.612
104	South	Victoria	Avenue	4/8/1985	5216			82001021	Union A	1		12/28/1982		5PE.612
105	South	Victoria	Avenue											
1908		West	Street	2/11/2013	8551									
1912		West	Street	2/11/2013	8551									

city of PUEBLO colorado
Planning & Community Development
Scott Hobson, Acting Director
211 East D Street | Pueblo, Colorado 81003 | Tel 719-553-2259 | Fax 719-553-2359 | TTY 719-553-2611 | www.pueblo.us

MEMORANDUM

TO: Mayor Gradisar, Chief of Staff Solano, City Council Members

FROM: Scott Hobson, Acting Director of Planning & Community Development

DATE: May 10, 2022

SUBJECT: 2022 Proposed Pueblo Regional Comprehensive Plan
Municipal Water Text Recommended Changes

Listed below are the recommended changes to the proposed 2022 Pueblo Regional Comprehensive Plan pertaining to municipal water services. The text in "red" indicates proposed new wording. The text that is highlighted in "gray" and struck out indicates text that is proposed to be removed. The full plan can be viewed at www.puebloregionalplan.com. Click on the link – "Review the Draft Plan – and the Future Land Use Map.

Pueblo Regional Comprehensive Plan Municipal Water Text Proposed Changes

PAGE 69 - POLICY 6.3.5: WATER RESOURCES

Support the region's water districts in efforts to secure adequate or expanded water supply resources to meet current and projected water demands, maintain and expand delivery infrastructure as needed, and implement water conservation measures. Explore the feasibility of interconnecting infrastructure between jurisdictions for emergencies and redundancy that will not encourage development that is unsupported by permanent sources of water to meet current and future demand.

PAGE 69 - POLICY 6.3.6: WATER QUALITY

Continue to monitor and improve water quality in the region, working to reduce discharges, elevated water temperatures, and pollutant levels, in accordance with the Pueblo Area Council of Government's ~~County's~~ Water Quality Management Plan.

PAGE 69 - POLICY 6.3.10: SURPLUS WATER ALLOCATION

Prioritize intra-county use of surplus water, ahead of non-Pueblo County needs, to ensure surplus water serves Pueblo County needs whenever possible for ~~municipal,~~ industrial, and agricultural uses, along with municipal uses that will not encourage development that is unsupported by permanent sources of water to meet current and future demand. ~~municipal ahead of non-Pueblo County needs~~.

PAGE 89 – Section 3: Regional Development Plan Pueblo County

Pueblo County

The evaluation of fiscal impacts on Pueblo County focused on the County's General Fund and Road & Bridge Fund. The analysis illustrates that new development in the unincorporated portion would have greater negative impact on the County's budget than would new development that occurs within existing municipalities or metro districts. New "urban" development within the unincorporated portion of the County necessitates new infrastructure that will have to be maintained by the County. Any large development projects in the unincorporated portion of the County will need the support of public financing and service provision tools, such as a metropolitan district. New development should be encouraged to locate with existing municipalities or metropolitan districts that have the infrastructure capacity to adequately serve new development. Some larger industrial uses are suitable within the unincorporated portions of the County when located near existing employment centers and close to the City of Pueblo city limits (e.g., near the airport). The County should only consider approval of large development projects if they meet the criteria provided in this Regional Development Plan and in accordance with the County's code. Evaluation criteria and guidance for these types of projects is provided within this section of the plan.

Page 91 - City of Pueblo

- - -

The City of Pueblo does have a system for funding ~~regional~~ current and future needs for water, sewer, and parks that new developments must pay in to, but the responsibility to build and maintain the infrastructure needed to provide ample capacity for service is the City's. New water and sewer users must pay connection fees and plant investment fees that generate funding for capacity expansion. For parks, new development can either dedicate land for park facilities or pay fee in lieu of dedication that the city can use to build new parks and facilities.

Page 93 - Metropolitan Districts

The provision of infrastructure and municipal services within the County's two large metropolitan districts—Pueblo West and Colorado City—creates a more fragmented service provision network (compared to the City of Pueblo) but does allow for residents and businesses to be provided services authorized in the metropolitan district's service plan, through available annual funding. ~~all services that are needed.~~ The major service provider roles are split between the metropolitan district and Pueblo County. For Pueblo West and Colorado City, the metropolitan districts provide water and sewer services to residents in most cases. However, not all the subdivided lots in Colorado City are served by the metropolitan district. The metropolitan districts also provide transportation maintenance services in conjunction with the County. For Pueblo West, Highway User Tax Fund proceeds are distributed from the County to the metro district to help maintain roadways, with the rest of funding generated by the metro district's General Fund. The Pueblo West Metropolitan District provides fire services to residents and businesses in the district. Colorado City relies on service from the Rye Fire Department. New parks and recreation facilities are built through piecemeal improvements by the metropolitan districts or voluntary dedications from development projects.

Page 282 - Summary of Findings

The major findings from the fiscal impact analysis that were identified to guide Comprehensive Plan policy are summarized below. Findings specific to each entity are also summarized at the end of each entity's chapter.

1. The County and its partners should encourage most new development to locate within incorporated cities/towns or existing metropolitan districts that have the infrastructure capacity to adequately serve new development.

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, July 13, 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, Cheryl Spinuzzi, Alexandra Aznar, Christopher Pasternak, Sarah Martinez, and Lisa Bailey.

Commissioners Absent: Patrick Avalos

Staff Members Present: Dan Kogovsek, City Attorney; Scott Hobson, Acting Director for Department of Planning and Community Development; Beritt Odom, Principal Planner; Bart Mikitowicz, Sr. Planner

APPROVAL OF THE JULY 13, 2022, AGENDA:

Bailey moved to approve the agenda with the following changes:

1. Move S-22-06, North Vista Filing No. 5 Subdivision to the August 10, 2022, Public Hearing.
2. Move CP-22-01, Pueblo Regional Comprehensive Plan to the last item on the July 13th agenda.
3. Move Z-22-05, Cottages at Park West Rezoning to the August 10, 2022, Public Hearing
4. Move S-22-03, Cottages at Park West, Subdivision to the August 10, 2022, Public Hearing.
5. Move SAP-22-01, Cottages at Park West, Special Area Plan to the August 10, 2022, Public Hearing.

Seconded by Aznar,

Motion carried 6-0, Avalos absent

PUBLIC HEARING AND ACTION

1. **CP-22-01 Pueblo Regional Comprehensive Plan**, review and recommendation of an ordinance approving and adopting the Pueblo Regional Comprehensive Plan.

   Staff report by Scott Hobson.

   BACKGROUND AND ANALYSIS:
   Colorado Revised Statutes authorize municipalities and counties to prepare comprehensive plans as long-range planning guides. The comprehensive plan provides a framework for zoning, subdivision, annexation and other planning and land-use policies. The plan promotes the community's vision, goals, objectives, and policies, establishes a process for orderly growth and development, addresses both current and long-term needs. Comprehensive Plan elements include recreation and tourism (required by Colorado Statutes), transportation, land use, economic development, housing, water supply and conservation, sustainability, and urban design. Counties and municipalities generally update their Comprehensive Plans every 10 to 20 years to reflect the changing dynamics of a community and trends in development.

   The current *Pueblo's Comprehensive Plan* (regional comprehensive plan including all of Pueblo County) was adopted by City Council in June of 2002 and has served as a guide for land use planning within the County for 20 years. The City of Pueblo has historically partnered with the Pueblo Area Council of Governments (PACOG) to act as the lead agency in developing the Comprehensive Plan that encompasses unincorporated Pueblo County, Pueblo's agricultural communities, municipalities, and Metropolitan Districts. The Pueblo County Planning Commission and the City of Pueblo Planning and Zoning Commission jointly serve as the Land Use Planning Committee ("Committee") to PACOG. The Committee undertakes, studies and reviews as required by law or as directed and assigned by PACOG, the City or County. The Pueblo Regional Comprehensive Plan is adopted separately by the Pueblo City Council and the Pueblo County Planning Commission. The goal is to maintain a common regional plan that can be utilized by Pueblo County and the City of Pueblo in reviewing future land use activities and proposals under a mutually agreed upon regional comprehensive plan.
   Since 2002, the dynamics of Pueblo County have evolved. Pueblo's economic growth rate was the fourth highest among Colorado's metro areas and is the result of a diversified economy and a growing number of individuals moving to Pueblo due to relative affordability and the temperate climate. Because of this, PACOG has embarked on an update to the Comprehensive Plan. Pueblo County received a $200,000 Department of Local Affairs EIAF Tier 1 grant to contract with a consulting team to create an updated Comprehensive Plan. The grant was matched with $250,000 provided by PACOG members. Clarion Associates were hired through a competitive bid process and began working with the Pueblo planning teams to draft the new Comprehensive Plan in November 2020.

   Hobson stated that the issue of municipal water and leases of water for residential and commercial development arose. The mayor requested that the municipal water sections be

reviewed, there are six changes to the plan related to water, four of the changes to the plan insert text, which states "to not encourage development that is unsupported by permanent sources of water to meet current and future demand." These changes occur on page 69. On page 89, the amendment to the text states that new development should be encouraged to locate within existing municipalities or metropolitan districts that "have the infrastructure capacity to adequately serve new development." Page 91 amendment states, "the City of Pueblo does have a system for funding current and future needs for water, sewer, and parks that new developments must pay in to, but the responsibility to build and maintain the infrastructure needed to provide ample capacity for service is the City's." Page 93 amendment states, "The provision of infrastructure and municipal services within the County's two large metropolitan districts-Pueblo West and Colorado City-creates a more fragmented service provision network (compared to the City of Pueblo) but does allow for residents and businesses to be provided services authorized in the metropolitan district's service plan, through available annual funding." The final amendment on page 282, states "The County and its partners should encourage most new development to locate within incorporated cities/towns or existing metropolitan districts that have the infrastructure capacity to adequately serve new development."

Castellucci asked how the Comprehensive Plan is enforced? Hobson stated that the Comprehensive Plan is an advisory document.

RECOMMENDED ACTION: Staff recommends the Planning and Zoning Commission forward a recommendation to City Council for approval of the Pueblo Regional Comprehensive Plan, January 2022.

HEARING: No one testified in favor or opposition

COMMISSION ACTION: Bailey moved to approve, seconded by Spinuzzi.

Motion carried 6-0 (Avalos absent).

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Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Vacant
City Council Representative

city of PUEBLO colorado
Planning & Zoning Commission

Christopher Pasternak

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

CP-22-01

TO:	City of Pueblo, Planning and Zoning Commission
FROM:	Beritt Odom, Principal Planner
THROUGH:	Scott Hobson, Acting Director
DATE:	July 13, 2022
SUBJECT:	**Pueblo Regional Comprehensive Plan, January 2022**
APPLICANT:	**City of Pueblo**
PROPERTY OWNER:	Not Applicable
LOCATION:	**Pueblo County**
PROPOSED ACTION:	Approval and Recommendation to the Pueblo City Council to adopt the
CONCURRENT REQUESTS:	Not Applicable

Background:

Colorado Revised Statutes authorize municipalities and counties to prepare comprehensive plans as long-range planning guides. The comprehensive plan provides a framework for zoning, subdivision, annexation and other planning and land-use policies. The plan promotes the community's vision, goals, objectives, and policies, establishes a process for orderly growth and development, addresses both current and long-term needs. Comprehensive Plan elements include recreation and tourism (required by Colorado Statutes), transportation, land use, economic development, housing, water supply and conservation, sustainability, and urban design. Counties and municipalities generally update their Comprehensive Plans every 10 to 20 years to reflect the changing dynamics of a community and trends in development.

The current *Pueblo's Comprehensive Plan* (regional comprehensive plan including all of Pueblo County) was adopted by City Council in June of 2002 and has served as a guide for land use planning within the County for 20 years. The City of Pueblo has historically partnered with the Pueblo Area Council of Governments (PACOG) to act as the lead agency in developing the Comprehensive Plan that encompasses unincorporated Pueblo County, Pueblo's agricultural communities, municipalities, and Metropolitan Districts. The Pueblo County Planning Commission and the City of Pueblo Planning and Zoning Commission jointly serve as the Land Use Planning Committee ("Committee") to PACOG. The Committee undertakes, studies and reviews as required by law or as directed and assigned by PACOG, the City or County. The Pueblo Regional Comprehensive Plan is adopted separately by the Pueblo City Council and the Pueblo County Planning Commission. The goal is to maintain a common regional plan that can be utilized by Pueblo County and the City of Pueblo in reviewing future land use activities and proposals under a mutually agreed upon regional comprehensive plan.

Since 2002, the dynamics of Pueblo County have evolved. Pueblo's economic growth rate was the fourth highest among Colorado's metro areas and is the result of a diversified economy and a growing number of individuals moving to Pueblo due to relative affordability and the temperate climate. Because of this, PACOG has embarked on an update to the Comprehensive Plan. Pueblo County received a $200,000 Department of Local Affairs EIAF Tier 1 grant to contract with a consulting team to create an updated Comprehensive Plan. The grant was matched with $250,000 provided by PACOG members. Clarion Associates were hired through a competitive bid process and began working with the Pueblo planning teams to draft the new Comprehensive Plan in November 2020.

Pueblo Regional Comprehensive Plan, January 2022 **Plan Elements:**

- Regional Goals and Policies-establishes goals and policies to:
  - Build a broader understanding of the region's shared vision and values;
  - Foster regional collaboration on a range of initiatives to help achieve that vision over the next 10-20 years; and
  - Inform day to day decision making in all areas of Pueblo County
- Regional Development Plan-establishes a framework for accommodating forecast residents and job and provides guidance to help the region consider other opportunities as they arise. It addresses the many factors that influence where and how the region will grow in the future.
  - Regional Growth Priorities,
  - Infrastructure and Services,
  - Evaluation Criteria for Major Projects,
  - Future Land Use Plan-guides future zoning actions within the City and County, and
  - Area-Specific Goals and Policies
- Implementation and Monitoring-highlights the major initiatives that will support the implementation of the Regional Comprehensive Plan over the next three years. Intended to be used as a tool to help inform the creation of:
  - Detailed work programs,
  - Capital improvement plans, and
  - Budgets
- Appendices
  - A. State of the County-analysis of infrastructure, economic base, neighborhoods and communities, key policy choices.
  - B. Fiscal Impact Findings-fiscal monitoring, City of Pueblo, Pueblo County, and Pueblo West Metro District models.
  - C. Scenario Outreach Materials
  - D. Tools and Best Practices to Support Agriculture-agriculture incentive programs, transfer, and purchase of development rights programs.
  - E. Community Engagement Summary-growth scenarios and key policy choices
  - F. Inventory of Cultural Resources-inventory of designated historic districts and properties within Pueblo.

RECOMMENDED ACTION:

Staff recommends the Planning and Zoning Commission forward a recommendation to City Council for approval of the Pueblo Regional Comprehensive Plan, January 2022.

ATTACHMENTS:

Pueblo Regional Comprehensive Plan, January 2022.

City Clerk's Office Item # R-15

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: **July 25, 2022**

TO: President Heather Graham and Members of City Council

CC: Nicholas A. Gradisar, Mayor

VIA: Marisa Stoller, City Clerk

FROM: Laura Solano, Chief of Staff

SUBJECT: AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AND RATIFYING THE MAYOR'S SIGNATURE TO A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND THE PRESIDENT AND FELLOWS OF HARVARD COLLEGE ACTING THROUGH THE BLOOMBERG HARVARD CITY LEADERSHIP INITIATIVE AT THE JOHN F. KENNEDY SCHOOL OF GOVERNMENT

SUMMARY:

The attached Ordinance approves, authorizes the Mayor to execute and ratifies the Mayor's signature to a Memorandum of Understanding between the City and the Kennedy School of Government at Harvard University ("Harvard") regarding the engagement of a Bloomberg Fellow to work in municipal government.

PREVIOUS COUNCIL ACTION:

Not applicable to this Ordinance.

BACKGROUND:

Graduate students from Harvard University are competitively selected for the opportunity spend time embedded in a local government where they will meaningfully contribute to improving government services and present recommendations to local government leaders. Bloomberg Fellows apply the tools of data-driven decision making, human-centered design techniques and cross-sector collaboration to help City leaders improve government performance in addressing pressing social problems.

The City of Pueblo's first Bloomberg Fellow, Jaritza Nunez, began work in the Mayor's office on July 18, 2022.

FINANCIAL IMPLICATIONS:

Jaritza Nunez will serve at no cost to the City. Neither the City nor Harvard will employ the Fellow. The Fellow will be employed by a third-party employment organization engaged to employ the Fellow. Harvard will reimburse the third-party organization for salary and benefits costs and a fixed housing allowance for the Fellow.

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 Bloomberg Fellowship will be terminated.

RECOMMENDATION:

Approval of the Ordinance.

Attachments:
Proposed Ordinance
Proposed Memorandum of Understanding

ORDINANCE NO. 10248

AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AND RATIFYING THE MAYOR'S SIGNATURE TO A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND THE PRESIDENT AND FELLOWS OF HARVARD COLLEGE ACTING THROUGH THE BLOOMBERG HARVARD CITY LEADERSHIP INITIATIVE AT THE JOHN F. KENNEDY SCHOOL OF GOVERNMENT

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

SECTION 1.

The Memorandum of Understanding ("Agreement") between the City of Pueblo, a Colorado municipal corporation and the Kennedy School of Government at Harvard University, dated May 18, 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 Mayor's signature thereto is hereby ratified 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 18, 2022.

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on July 25, 2022.

Final adoption of Ordinance by City Council on August 8, 2022.

_____
President of City Council

Action by the Mayor:

☒ Approved on August 9, 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

Bloomberg Harvard City Leadership Initiative
Memorandum of Understanding

This Memorandum of Understanding ("MOU") is entered into as of May 18, 2022 between President and Fellows of Harvard College acting through the Bloomberg Harvard City Leadership Initiative at the John F. Kennedy School of Government ("Harvard") and the City of Pueblo, Colorado acting through the City of Pueblo ("CITY"). Each of Harvard and the CITY are sometimes referred to herein as a "Party" and collectively as the "Parties."

The purposes of this MOU are (A) to state terms regarding the engagement by the CITY of one or more Bloomberg Harvard City Leadership Fellows (each, a "Fellow"), who are graduates of masters or professional degree programs at Harvard University; and (B) to provide for each Fellow to work for the leadership team of the Mayor of the CITY for a two-year term on a specific policy area (the "Engagement").

The Parties agree as follows:

1. Scope of Engagement. Each Fellow will work with the leadership team of the Mayor of the CITY, providing general support on a specific priority area and deliverables. For each Fellow, Harvard and the CITY shall agree in advance on the project or policy area on which the CITY will engage the Fellow and the expected dates of the Engagement to ensure that the Engagement includes sufficiently meaningful and rigorous responsibilities to warrant inclusion in the Fellowship program.

2. Supervision. The CITY will give work assignments to the Fellow and will supervise the Fellow's work for the CITY. The Mayor and the Mayor's leadership team will provide supervision, mentorship and guidance to help support the Fellow's tasks, objectives, and professional development. The CITY will provide access to all data, systems and technology necessary for the Fellow to conduct his or her work, commensurate with such access as CITY provides to employees of its leadership team.

To advance the goals of the Bloomberg Harvard fellowship program, Harvard will provide at least two trainings for the Fellow, the first at the commencement of the Engagement and a second partway through the Engagement. So that Harvard may receive meaningful feedback regarding the fellowship program, the CITY supervisor overseeing the Fellow and [title of Harvard Lead] will communicate from time to time at Harvard's request on the Fellow's mentorship and work.

3. Salary and Benefits; Office Facilities. Neither the CITY nor Harvard will employ the Fellow. The Fellow will be employed by a third-party employment organization engaged to employ the Fellow during the period of his or her work for the CITY. Harvard will reimburse the third-party organization for salary and benefits costs and a fixed housing allowance for the Fellow. In no event will Harvard be deemed an employer, joint employer or co-employer of the Fellow.

The CITY will provide the Fellow with suitable office resources, including a desk, a computer, a phone, an email account, and appropriate access to CITY networks, servers, and printers. CITY will also provide access to general productivity software such as word and data processing and email programs, and such other software programs as may be appropriate for the Fellow's work.

4. CITY Direction and Control. While conducting work for CITY, the Fellow shall at all times be under the direction and control of the CITY. The CITY will afford comparable workplace grievance procedures and protections as it provides similarly situated CITY employees. The CITY will be responsible to inform the Fellow as to any applicable conflict of interest laws, ethics rules, and public records laws and guidelines, to the extent such laws and rules apply to the Engagement and the Fellow's position and non-employee status within CITY. The Fellow must complete any required training or other requirements related to his or her Engagement by CITY. CITY will be responsible to provide appropriate orientation to the Fellow regarding workplace rules and expectations, including providing the Fellow with a written copy of applicable CITY policies and procedures. In no event will Harvard be responsible for Fellow's compliance or non-compliance with such rules, regulations, laws or workplace policies and procedures as may apply to the Fellow during the course of the Engagement. To the extent permitted by law, CITY will provide the appropriate designation to Fellow such that the Fellow will be afforded tort immunity commensurate with that applicable to CITY employees.

5. Term and Termination. This Agreement will commence on the Effective Date and remain in effect until the later of the fifth (5th) anniversary of the Effective Date or the date on which any Engagement of a Fellow in effect as of such fifth anniversary is completed, unless sooner terminated as provided herein. Either Party may terminate this Agreement on ninety (90) days' prior written notice to the other Party, provided that any Fellow working for the CITY at the time of such notice will be permitted to complete his or her Engagement and the terms of this MOU will continue to apply for the remainder of such Engagement. Notwithstanding the foregoing, Harvard may terminate the fellowship award for any Fellow in the event it determines the purposes of the fellowship are not being fulfilled or in the event a Fellow elects to withdraw from the fellowship, and the CITY may terminate a Fellow's Engagement in the event it determines the Engagement is no longer suitable. In such event, the Party taking action to terminate shall provide prompt written notice to the other Party of such termination.

The CITY and Harvard will work together to create a successful Engagement, and will cooperate on the resolution of issues that may arise.

The provisions of Sections 4-8 will survive termination or expiration of this Agreement.

6. Limitation of Liability. The CITY understands and agrees that Harvard is not responsible for the performance, misfeasance, or non-performance by the Fellow, and does not warrant or make any representations concerning the accuracy, completeness, suitability, condition or benefits of the Fellow's work, including any ideas, judgments, opinions, projections, analyses or estimates which the Fellow may provide in the course of the Engagement. The CITY agrees that (i) any decision the CITY may make to rely on any work product provided by the Fellow shall be at its own risk, and the CITY shall not make, and hereby waives, any and all claims or causes of action against Harvard relating to, any claims, liabilities, losses, damages, costs or expenses of any kind

which the CITY may at any time sustain or incur in connection with or arising out of any work product or the CITY's reliance thereon or use thereof, or any other aspect of the Engagement of the Fellow.

In no event shall CITY or Harvard be liable to the other for any indirect, consequential, exemplary or punitive damages whatsoever in connection with claims arising under or relating to this MOU, whether based upon a claim or action of contract, warranty, negligence, strict liability, or any other legal theory or cause of action, even if advised of the possibility of such damages.

7. Intellectual Property

The CITY shall be responsible to make arrangements directly with the Fellow in regard to ownership of work product produced by the Fellow in the course of the Engagement, and Harvard shall have no responsibility in regard to any such arrangements. Notwithstanding the foregoing, the CITY shall not condition, restrict or delay the Fellow's right to present or publish works of authorship describing the Fellow's experience and insights regarding the Engagement.

8. Publicity and Use of Names. Neither Party may issue a press release or other public announcement about this MOU, nor may it use any name, trademark or insignia of the other Party (or of any school, department or unit of the other Party) for promotional purposes or any other purposes in connection with this MOU, without the prior written approval of the other Party, except that each Party may identify the other in any description of the MOU in its customary listings of activities. Without limiting the foregoing, the Bloomberg Harvard City Leadership Initiative at the Harvard Kennedy School may state on its website that it is funding a fellowship for the Fellow to work for CITY.

13. Other Provisions.

(a) Severability. In the event that any provision or section of this MOU shall be held to be invalid by any court, such holding shall not affect in any respect whatsoever the validity of the remainder of the MOU.

(b) Notices. Any notice under this MOU may be given in person, or sent by fax, by electronic mail, by registered or certified mail, postage prepaid, or by recognized delivery service, to the Party's addresses listed below (or such other address as a Party may designate by notice given in accordance with this Section 13(b)), and such notice shall be deemed to have been given when so delivered, sent by fax or electronic mail, or mailed.

[CITY ADDRESS FOR NOTICES]

[HARVARD ADDRESS FOR NOTICES]

(c) Force Majeure. Neither Party shall be liable for any delays or failures in performance due to circumstances beyond the Party's reasonable control.

(d) Entire Agreement; Amendment. This MOU constitutes the entire agreement between the Parties with respect to the transactions which are the subject matter hereof, and supersedes all prior or contemporaneous agreements concerning such transactions. This MOU may not be amended or modified except with the written consent of both Parties.

(e) No Third-Party Beneficiaries. No person or entity other than the Parties shall have any rights, interests or claims under this Agreement or be entitled to any benefits under or on account of this Agreement as a third-party beneficiary or otherwise.

Executed as of the date first stated above

For [CITY]

By: Nicholas Gradisar

Printed Name: Nicholas Gradisar

Title: Mayor

Date: May 18, 2022

For President and Fellows of Harvard College acting through the Bloomberg Harvard City Leadership Initiative at the John F. Kennedy School of Government

By: Bulbul Kaul

Printed Name: Bulbul Kaul

Title: Senior Director for City Support and Student Engagement

Date: 6/27/2022

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: **July 25, 2022**

TO: President Heather Graham and Members of City Council

CC: Nicholas A. Gradisar, Mayor

VIA: Marisa Stoller, City Clerk

FROM: Daniel C. Kogovsek, City Attorney

SUBJECT: AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND THE FOUNTAIN CREEK WATERSHED, FLOOD CONTROL AND GREENWAY DISTRICT, A POLITICAL SUBDIVISION OF THE STATE OF COLORADO AND THE FOUNTAIN CREEK WATERSHED WATER ACTIVITY ENTERPRISE RELATING TO THE PUEBLO LEVEE SYSTEM FLOODPLAIN RESTORATION PROJECT

SUMMARY:

This Ordinance approves and authorizes the Mayor to sign an Intergovernmental Agreement with the Fountain Creek Watershed, Flood Control and Greenway District ("District") and the Fountain Creek Watershed Water Activity Enterprise ("Enterprise") relating to the Pueblo Levee System Floodplain Restoration Project ("PLSFRP").

PREVIOUS COUNCIL ACTION:

Not applicable to this Ordinance.

BACKGROUND

Pursuant to C.R.S. § 32-11.5-201, the District was created and established as a political subdivision of the State of Colorado with the stated purpose of providing management, administration and to fund capital improvements necessary in the Fountain Creek watershed to prevent and mitigate flooding, sedimentation, and erosion; improve water quality and otherwise address water quantity issues; improve drainage; fund the acquisition and protection of open space; develop public recreational opportunities, including parks, trails, and open space; and improve wildlife and aquatic habitat and restore, enhance, establish, and preserve wetlands.

The District established the Enterprise to hold, manage and expend funds made available to the District for flood control projects on Fountain Creek in El Paso and Pueblo Counties. The Enterprise is a separate legal entity but is controlled by and works on projects approved by the District.

The District and the Enterprise have approved and authorized the PLSFRP. The Enterprise has engaged Matrix Design Group, Inc. (“Matrix”) to provide planning and design services for the construction, administration, implementation and observation of the PLSFRP. The goals of the PLSFRP are (1) to improve flood conveyance capacity by the removal of relic railroad infrastructure; (2) the grading of overbank areas; (3) to encourage natural "flow-through" wetland function; and (4) to remove noxious vegetation and establish native vegetation.

FINANCIAL IMPLICATIONS

All costs of the PLSFRP will be paid by the Enterprise.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

A no-action alternative would prevent the PLSFRP from going forward.

RECOMMENDATION

Approval of the Ordinance

Attachments:
Proposed Ordinance
Proposed Intergovernmental Agreement

ORDINANCE NO. 10249

AN ORDINANCE APPROVING AND AUTHRIZING THE MAYOR TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND THE FOUNTAIN CREEK WATERSHED, FLOOD CONTROL AND GREENWAY DISTRICT, A POLITICAL SUBDIVISION OF THE STATE OF COLORADO AND THE FOUNTAIN CREEK WATERSHED WATER ACTIVITY ENTERPRISE RELATING TO THE PUEBLO LEVEE SYSTEM FLOODPLAIN RESTORATION PROJECT

BE IT ORDAINED BY THE CITY COUNCIL OF PUEBLO that:

SECTION 1.

The Intergovernmental Agreement, dated August 8, 2022, between the City of Pueblo, a Colorado municipal corporation and the Fountain Creek Watershed, Flood Control and Greenway District, a political subdivision of the State of Colorado, and the Fountain Creek Watershed Water Activity Enterprise, a copy of which Agreement is attached hereto, having been approved as to form by the City Attorney, is hereby approved.

SECTION 2.

The Mayor is hereby authorized to execute said Intergovernmental Agreement for and on behalf of the City and the City Clerk is authorized to affix the seal of the City thereto and attest same.

SECTION 3.

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

SECTION 4.

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

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on July 25, 2022.

Final adoption of Ordinance by City Council on August 8, 2022.

President of City Council

Action by the Mayor:

☒ Approved on August 9, 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

INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT is made and entered into this 8th day of August, 2022, ("Effective Date") by and between the Fountain Creek Watershed, Flood Control and Greenway District, hereinafter referred to as ("District"), Fountain Creek Watershed Water Activity Enterprise (Enterprise), and the City of Pueblo, a Colorado municipal corporation, hereinafter referred to as ("City"). District, Enterprise, and City are collectively referred to herein as the "Parties".

RECITALS:

1. Pursuant to C.R.S. § 32-11.5-201, the Fountain Creek Watershed, Flood Control and Greenway District (District) was created and established as a body politic and corporate and a political subdivision of the State of Colorado with the stated purpose of providing management, administration and to fund capital improvements necessary in the Fountain creek watershed to prevent and mitigate flooding, sedimentation, and erosion; improve water quality and otherwise address water quality and water quantity issues; improve drainage; fund the acquisition and protection of open space; develop public recreational opportunities, including parks, trails, and open space; and improve wildlife and aquatic habitat and restore, enhance, establish, and preserve wetlands.

2. The District established Enterprise to hold, manage and expend funds made available to District for flood control projects on Fountain Creek in El Paso and Pueblo Counties. The current funds held and managed by Enterprise are for flood control projects in the City and Pueblo County. Enterprise is a separate legal entity but is controlled by and works on projects approved by District.

3. The District, Enterprise, and the City are political subdivisions as defined in C.R.S. §29-1-201 et *seq.*, which expressly authorizes and encourages political subdivisions to cooperate and contract with another to provide goods and services as permitted by law.

4. The District and Enterprise have approved and authorized the Pueblo Levee System Floodplain Restoration Project (PLSFRP). Pursuant to the approvals, Enterprise has engaged Matrix Design Group, Inc. to provide planning and design services for the construction, administration, implementation and observation of the PLSFRP. A description of the PLSFRP is attached hereto and made a part hereof by reference labeled **Exhibit A**.

5. City has agreed to purchase a certain parcel of property owned by the Union Pacific Railroad which leads into and crosses Fountain Creek at the request of District and Enterprise to facilitate the commencement and completion of Phase II of the PLSFRP. A description of the property to be purchased by City is attached hereto and made a part hereof by reference labeled **Exhibit B**.

6. District and Enterprise agree as a condition of the City's purchase of the property from Union Pacific Railroad that the work described as Phase II of the PLSFRP concerning the removal of the remnants and materials of the former railroad crossing will be completed in a timely

fashion.

7. The Parties have an interest in protecting the health of the Fountain Creek watershed within both El Paso County and Pueblo County.

8. In consideration of the purchase of the property as described in **Exhibit B** by the City, the District and Enterprise hereby agrees to complete Phase II of the PLSFRP as described in **Exhibit A** and now desire to enter into an Intergovernmental Agreement to bind the Parties as outlined above and as is more particularly set forth herein.

NOW, THEREFORE, FOR AND IN CONSIDERATION, of the foregoing and the mutual promises, covenants, terms and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency is hereby acknowledged, District, Enterprise, and City agrees as follows:

I. OBLIGATIONS OF CITY:

As consideration for the performance of the District and of Enterprise hereunder, the City agrees to purchase the property from Union Pacific Railroad as described in **Exhibit B**, hereafter "Property", in order to facilitate the commencement and completion of Phase II of the PLSFRP. City agrees that upon closing of the purchase of the Property that District and Enterprise shall have full use of the Property in order to commence and complete the PLSFRP.

II. OBLIGATIONS OF DISTRICT:

In consideration of the City's agreement to purchase the property which is needed for the successful completion of the PLSFRP, District and Enterprise, jointly and severally, make the following representations and warranties to the City:

1. District and Enterprise acknowledge and understand that Pueblo City is acting in reliance upon the representations and warranties made herein in entering into the purchase agreement with Union Pacific and that but for these representations and warranties, City would not enter into the purchase agreement.

2. District and Enterprise will commence and fully complete to conclusion at their sole and separate expense the PLSFRP to include, but not be limited to:

    a. The removal of the remnants of the railroad crossing, a portion of which has been partially removed, the restoration of the disturbed area, and the appropriate disposal in accordance with all laws and regulations of the removed remnants and materials.

    b. The removal of the remaining railroad crossing includes removal of 4 concrete piers, the westerly bridge abutment, a railroad bridge segment, and the earth embankment that provides the westerly approach to the bridge crossing.

c. Due to residual contaminates that have been found in the earth embankment material, most or all of the material shall be disposed of in a landfill in accordance with law and regulation.

d. Upon removal of the railroad crossing remnants and materials, the disturbed area shall be revegetated with native seed and plantings, including deciduous trees and shrubs, and cottonwood poles.

e. Areas to be revegetated shall be treated with a soil amendment and covered with an erosion control fabric to support seed growth.

f. The removal, disposal, and revegetation shall be conducted in accordance with the Materials Management Plan as approved by Pueblo City and Union Pacific Railroad.

3. Enterprise has entered into contracts with Matrix and Total Terrain to complete the work of the PLSFRP and Enterprise shall manage the project to its conclusion such that it satisfies all requirements of the purchase agreement between the City and Union Pacific Railroad.

4. If Matrix and Total Terrain are unable to complete the project, Enterprise and/or District shall engage alternative contractors to complete the project.

5. The Project shall be completed in accordance with the provisions of the Purchase Agreement and any Amendments thereto by and between Pueblo City and the Union Pacific Railroad.

III. OTHER PROVISIONS:

The Parties agree that their performance under this Agreement shall be subject to the following provisions:

1. **Term/Termination.** The term of this Agreement shall commence on the date first set forth herein and will terminate upon completion of the PLSFRP, unless terminated sooner as provided herein. City may terminate this agreement at any time and for any reason by giving thirty (30) days prior written notice to the other Parties.

2. **Liability Exposure.** Notwithstanding any other provision of this Agreement, no term or condition of this Agreement shall be construed or interpreted as a waiver by any Party of any provision of the Colorado Governmental Immunity Act, C.R.S. §24-10-101, *et seq*.

3. **Complete Agreement.** This Agreement constitutes the complete Agreement on the subject hereof and supersedes and replaces all prior oral and written understandings and/or agreements of the Parties on the subject hereof.

4. **Governing Law.** This Agreement and the rights and duties of the parties shall be construed and interpreted and enforced in accordance with the laws of the State of Colorado.

5**.** **Modifications.** This Agreement may not be modified or amended in any manner by any Party or Parties unless the same is set forth in a written agreement making reference to this Agreement and signed by the Parties hereto. No waiver of any of this Agreement's provisions or conditions shall be binding unless made in writing and signed by the Mayor and the Chair of the Fountain Creek Watershed, Flood Control and Greenway District.

6. **Binding Agreement.** When executed by the parties, this Agreement shall constitute a binding Agreement and shall be binding upon and inure to the benefit of the Parties and their respective legal representatives, successors and permitted assigns. Any delegation or assignment of this Agreement or of any of the obligations set forth herein by any Party without the prior written consent of the other Parties shall be void and of no force and effect.

8. **Severable.** If any provision of this Agreement shall be determined to be invalid, illegal or without force by a Court of Law or rendered so by legislative act, the remaining provisions shall remain in full force and effect.

9. **Waiver.** No waiver by any Party of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, shall be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder, or effect in any way any rights arising by virtue of any subsequent occurrence.

10. **Notices**. Any notice required or permitted to be given or delivered under this Agreement shall be in writing and shall be given by personal delivery, or by the United States Postal Service, by registered or certified mail, postage prepaid, or reputable national overnight courier service:

(a) If to City, addressed to:

Mayor
City of Pueblo
1 City Hall Place, 2nd Floor
Pueblo, CO 81003

with a copy to: City Attorney
1 City Hall Place, 3rd Floor
Pueblo, CO 81003

(b) If to District or Enterprise, addressed to:

Fountain Creek Watershed, Flood Control and Greenway District
Fountain Creek Watershed Water Activity Enterprise
Attn: Allison Schuch, Interim District Manager

2635 Christopher Terrace
Colorado Springs, CO 80907

or to such other address or person as any Party may from time to time specify in a writing delivered to the other Party in the manner provided in this paragraph. Any notice shall be deemed delivered on the day on which personal delivery is made or three (3) days after deposit in the mail in the case of registered or certified mail, and one (1) business day after deposit in the case of overnight courier.

11. **Captions.** Captions and headings used in this Agreement are for identification only and shall be disregarded in any construction or interpretation of the provisions of this Agreement.

12**.** **No Third-Party Beneficiary.** Enforcement of the terms and conditions of this Agreement shall be strictly reserved to the District, Enterprise, and City and nothing contained in this Agreement shall give or allow any claim or right of action by any other party or third person.

13. **Default.** In the event of a default in the terms and provisions of this Agreement by any Party or Parties, the other Party or Parties shall be entitled to seek all legal and equitable remedies, including specific performance as may be available or permitted under the laws of the State of Colorado. In the event of litigation under this Agreement, the prevailing Party shall be entitled to an award of costs and reasonable attorney's fees.

IN WITNESS WHEREOF, the parties have executed this Agreement effective the date first above written.

ATTEST:

FOUNTAIN CREEK WATERSHED, FLOOD CONTROL AND GREENWAY DISTRICT

By: _____
Secretary

By: _____
Chairperson, Board of Directors

ATTEST:

FOUNTAIN CREEK WATERSHED WATER ACTIVITY ENTERPRISE

By: _____
Secretary

By: _____
Chairperson, Board of Directors

ATTEST:

CITY OF PUEBLO

_____
City Clerk

By_____
Nicholas A Gradisar, Mayor

Matrix Design Group, Inc.
2435 Research Parkway, Suite 300
Colorado Springs, CO 80920
O 719.575.0100
F 719.575.0208
matrixdesigngroup.com

EXHIBIT A
LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF THE 100.00 WIDE UNION PACIFIC RAILROAD RIGHT-OF-WAY LOCATED IN THE NORTHEAST ONE-QUARTER OF SECTION 6, TOWNSHIP 21 SOUTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF PUEBLO, COUNTY OF PUEBLO, STATE OF COLORADO; MORE PARTICULARLY DESCRIBED AS FOLLOWS WITH BEARINGS REFERENCED TO A LINE CONNECTING THE NORTHWEST CORNER OF SAID SECTION 6 MONUMENTED BY A FOUND 3-1/4" BRASS CAP STAMPED "LS 29034" AND THE NORTHEAST CORNER OF SAID SECTION 6 MONUMENTED BY A FOUND LEAD PLUG IN STONE IN RANGE BOX, ASSUMED TO BEAR NORTH 89°37'46" WEST A DISTANCE OF 5,308.33 FEET:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 6; THENCE SOUTH 76°29'01" WEST, A DISTANCE OF 1859.55 FEET TO THE INTERSECTION OF THE SOUTHERLY LINE OF SAID UNION PACIFIC RAILROAD RIGHT-OF-WAY, BEING 50.00 FEET SOUTHERLY OF AND PARALLEL WITH THE REMNANTS OF THE CENTERLINE OF THE EXISTING TRACKS OF SAID UNION PACIFIC RAILROAD, WITH A LINE BEING 50.00 FEET EASTERLY OF AND PARALLEL WITH THE CENTERLINE OF THE BURLINGTON, NORTHERN AND SANTA FE RAILROAD TRACKS;

THENCE NORTH 26°44'48" WEST, ON SAID PARALLEL LINE, A DISTANCE OF 100.55 FEET TO THE NORTHERLY LINE OF THE OF SAID UNION PACIFIC RAILROAD RIGHT-OF-WAY BEING 50.00 FEET NORTHERLY OF AND PARALLEL WITH THE REMNANTS OF THE CENTERLINE OF THE EXISTING TRACKS OF SAID UNION PACIFIC RAILROAD TRACKS;

THENCE NORTH 69°13'44" EAST, ON SAID RIGHT-OF-WAY LINE, A DISTANCE OF 691.36 FEET TO A TANGENT 1443.79 FOOT RADIUS CURVE WHOSE CENTERS BEARS SOUTHEASTERLY;

THENCE NORTHEASTERLY, ON SAID CURVE, THROUGH A CENTRAL ANGLE OF 8°33'27" AN ARC LENGTH OF 215.64 FEET;

THENCE SOUTH 12°12'49" EAST, A DISTANCE OF 100.00 FEET TO THE PREVIOUSLY CITED SOUTHERLY LINE OF UNION PACIFIC RAILROAD RIGHT-OF-WAY, ALSO BEING A POINT ON A NON-TANGENT, 1343.79 FOOT RADIUS CURVE WHOSE CENTER BEARS SOUTH 12°12'49" EAST;

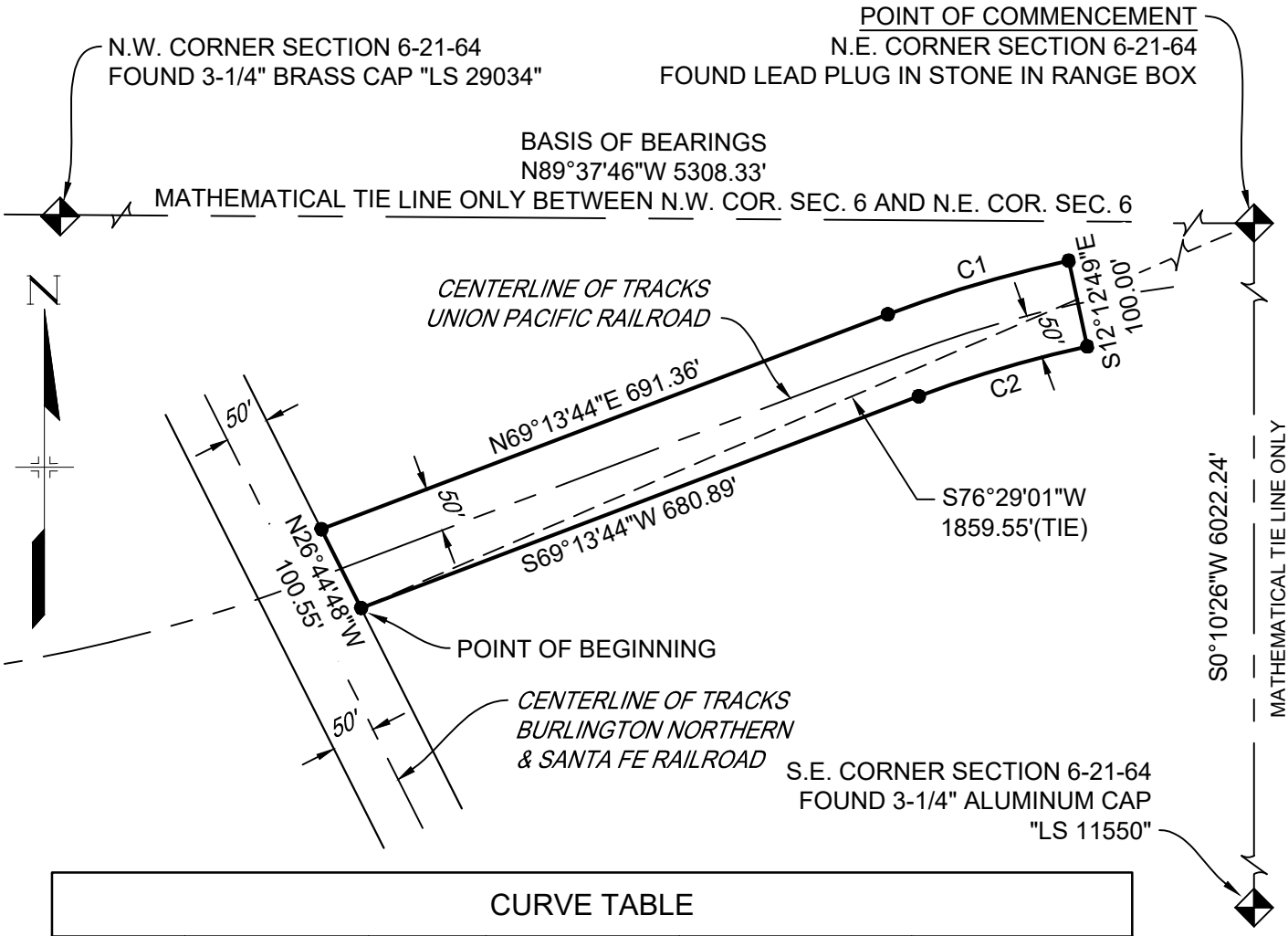
THENCE SOUTHWESTERLY, ON SAID RIGHT-OF-WAY LINE AND CURVE, THROUGH A CENTRAL ANGLE OF 8°33'27" AN ARC LENGTH OF 200.70 FEET;

THENCE SOUTH 69°13'44" WEST, ON SAID SOUTHERLY UNION PACIFIC RIGHT-OF-WAY LINE, A DISTANCE OF 680.89 FEET TO THE **POINT OF BEGINNING.**

THE ABOVE DESCRIPTION YIELDS A CALCULATED AREA OF 89,429 SQUARE FEET (2.053 ACRES), MORE OR LESS AND IS DEPICTED ON THE ATTACHED GRAPHICAL EXHIBIT FOR REFERENCE.



ROBERT L. MEADOWS, PLS
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR NO. 34977
PREPARED FOR AND ON BEHALF OF MATRIX DESIGN GROUP



CURVE TABLE					
CURVE #	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	215.64	1443.79	8°33'27"	N73°30'27"E	215.44
C2	200.70	1343.79	8°33'27"	S73°30'27"W	200.52

100' 0 200'

SCALE: 1"= 200'

AREA 89,429 SQ. FT. (2.05302 ACRES)

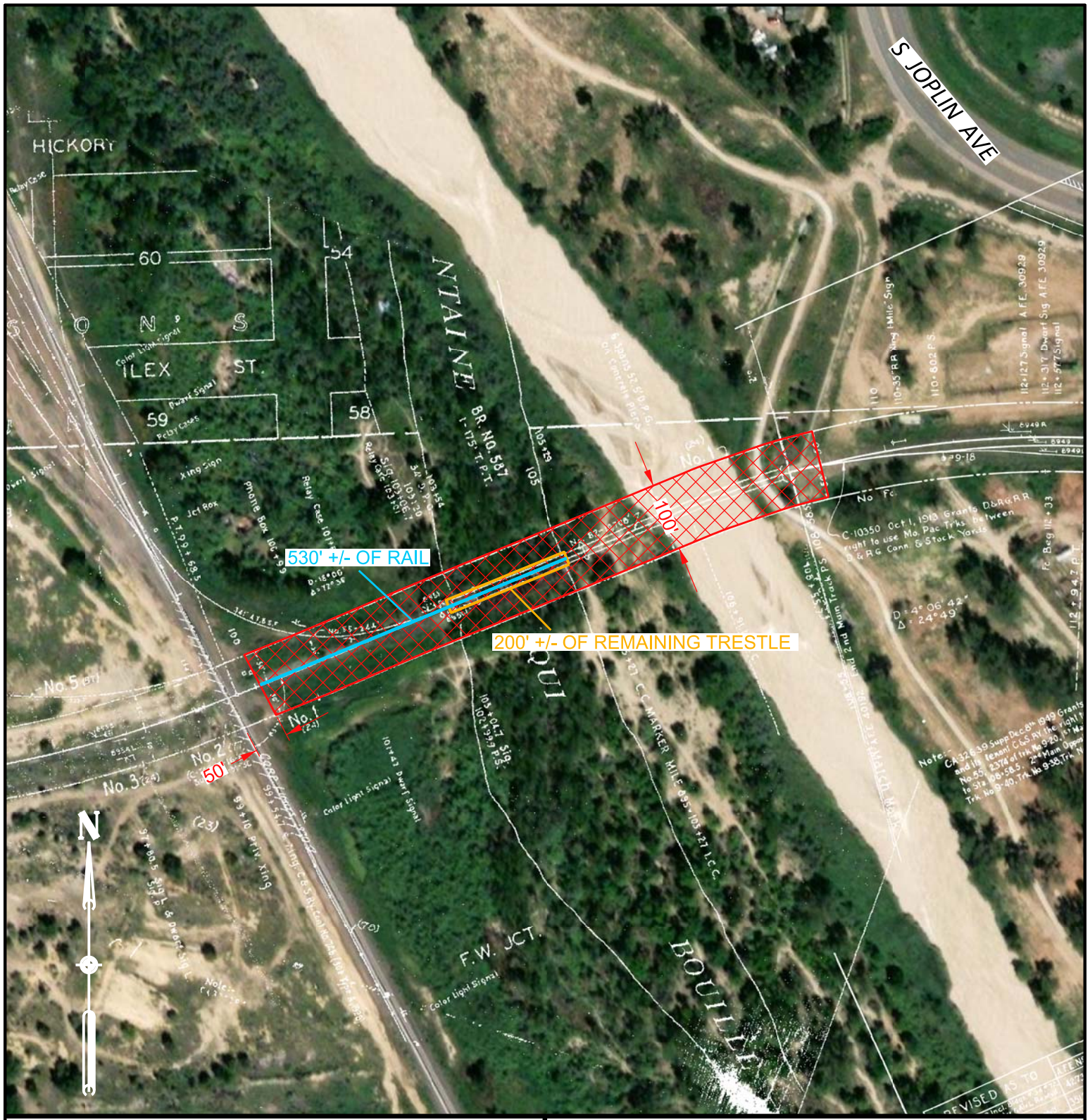
Matrix
Excellence by Design
2435 Research Parkway, Suite 300
Colorado Springs, CO. 80920
Phone 719-575-0100
Fax 719-575-0208

LAND DESCRIPTION
NORTHEAST ONE-QUARTER SECTION 6, T21S, R64 W
CITY OF PUEBLO, COUNTY OF PUEBLO, COLORADO

EXHIBIT

CHECKED BY: RLM | DATE: FEB. 22, 2022 | JN: 20.526.029 | 2 OF 2

S:\20.526.029.000 Pueblo Levee System Floodplain Rest\700 Survey\Pueblo Levee\Legal Description\RR ROW RLM Ground.dwg



LEGEND:

SALE AREA ..... ▨

UPRRCO. R/W OUTLINED ..... ----------

SALE AREA = 2.05 ACRES +/-

CADD FILENAME	0245276
SCAN FILENAME	X

NOTE: BEFORE YOU BEGIN ANY WORK, SEE AGREEMENT FOR FIBER OPTIC PROVISIONS.

EXHIBIT "A"

UNION PACIFIC RAILROAD COMPANY

PUEBLO, PUEBLO COUNTY, COLORADO

M.P. 622 - ABANDONED HOISINGTON SUB.

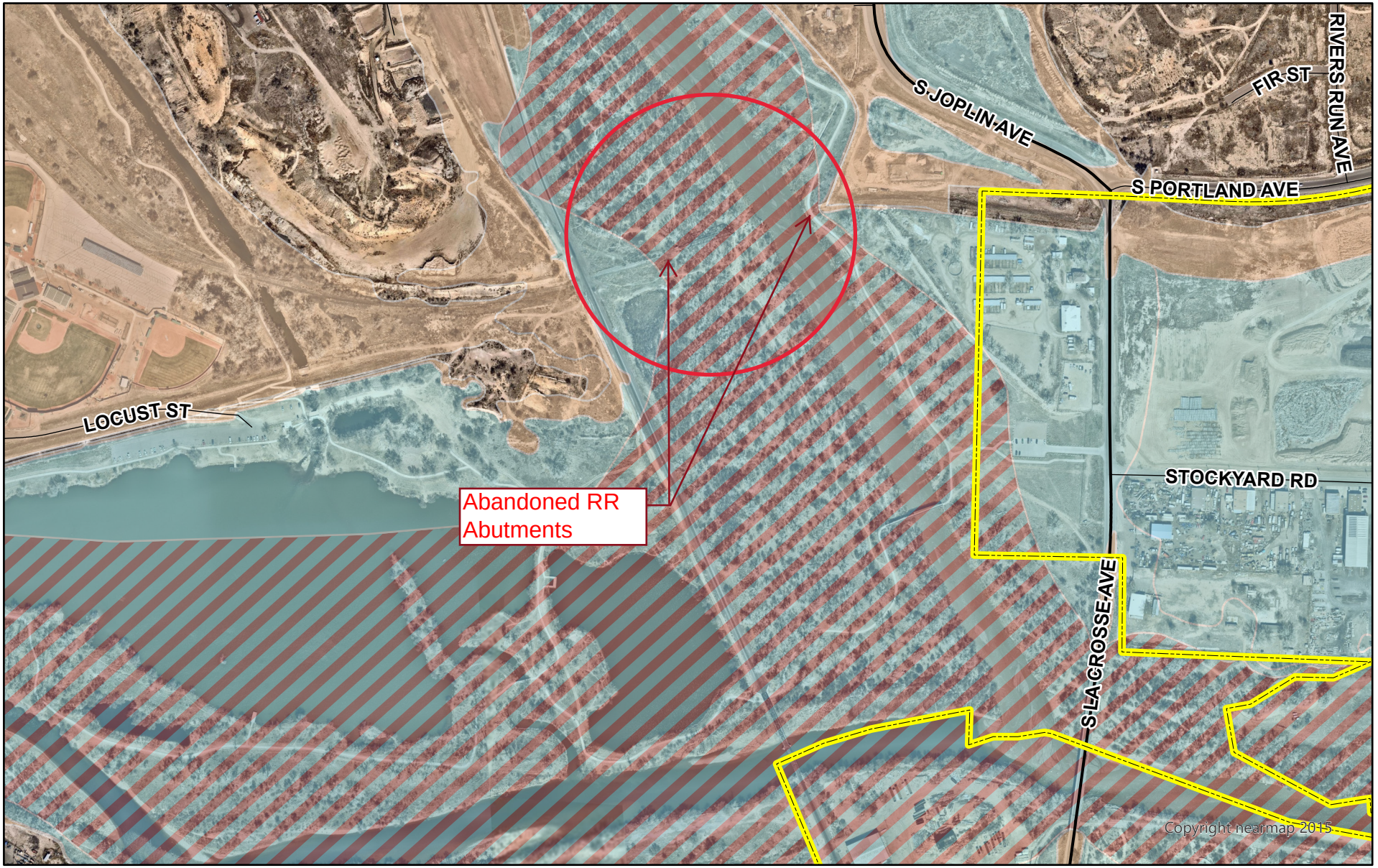
MAP MP V-1 / S-38A & S-38B

SCALE: 1" = 200'

OFFICE OF REAL ESTATE
OMAHA, NEBRASKA DATE: 1-11-2022

PJB FILE: 0245276

FEMA FLOODPLAIN EXHIBIT



Legend

Flood Plain

Flood Hazards:

- Without BFE or Depth
- Regulatory Floodway

N

0 125 250 500 750 1,000 Feet

nearmap.com

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

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: July 25, 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 A LETTER OF UNDERSTANDING BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AS BUYER, AND THE UNION PACIFIC RAILROAD COMPANY, A DELAWARE CORPORATION, AS SELLER, PERTAINING TO THE CONVEYANCE OF REAL PROPERTY TO FACILITATE THE PUEBLO LEVEE RESTORATION PROJECT

SUMMARY:

Attached is an Ordinance approving and authorizing the Mayor to sign an agreement for the City to purchase approximately 2.05 acres of land from the Union Pacific Railroad Company ("UPRR") located near the confluence of Fountain Creek and the Arkansas River. The purpose of the purchase is to allow the Pueblo Levee Restoration Project ("PLRP") to be undertaken and completed in a timely manner.

PREVIOUS COUNCIL ACTION:

Not applicable to this Ordinance.

BACKGROUND:

Pursuant to C.R.S. § 32-11.5-201, the Fountain Creek Watershed, Flood Control and Greenway District ("District") was created and established as a political subdivision of the State of Colorado with the stated purpose of providing management, administration and to fund capital improvements necessary in the Fountain Creek watershed to prevent and mitigate flooding, sedimentation, and erosion; improve water quality and otherwise address water quantity issues; improve drainage; fund the acquisition and protection of open space; develop public recreational opportunities, including parks, trails, and open space; and improve wildlife and aquatic habitat and restore, enhance, establish, and preserve wetlands.

The District established Fountain Creek Watershed Water Activity Enterprise ("Enterprise") to hold, manage and expend funds made available to the District for flood control projects on Fountain Creek in El Paso and Pueblo Counties. The current funds held and managed by the Enterprise are for flood control projects in the City and Pueblo County. The Enterprise is a separate legal entity but is controlled by and works on projects approved by the District.

The District and the Enterprise have approved and authorized the PLRP. The Enterprise has engaged Matrix Design Group, Inc. (“Matrix”) to provide planning and design services for the construction, administration, implementation and observation of the PLRP. The goals of the PLRP are (1) to improve flood conveyance capacity by the removal of relic railroad infrastructure; (2) the grading of overbank areas; (3) to encourage natural "flow-through" wetland function; and (4) to remove noxious vegetation and establish native vegetation.

The relic railroad infrastructure is situated on land owned by UPRR. This Ordinance approves the acquisition of such land by the City to allow the Enterprise to remove the infrastructure as part of the PLRP.

FINANCIAL IMPLICATIONS:

The property is being donated by UPRR 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 UPRR to facilitate the PLRP.

RECOMMENDATION:

Approval of this Ordinance.

Attachments:
Proposed Ordinance
Proposed Letter of Understanding regarding the conveyance of real property

ORDINANCE NO. 10250

AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE A LETTER OF UNDERSTANDING BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AS BUYER, AND THE UNION PACIFIC RAILROAD COMPANY, A DELAWARE CORPORATION, AS SELLER, PERTAINING TO THE CONVEYANCE OF REAL PROPERTY TO FACILITATE THE PUEBLO LEVEE RESTORATION PROJECT

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

SECTION 1.

The Letter of Understanding ("Agreement") between the City of Pueblo, a Colorado municipal corporation ("City") and the Union Pacific Railroad Company, a Delaware corporation ("UPRR") dated July 11, 2022, relating to the Pueblo Levee Restoration Project, 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.

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 UPRR, as identified in and in the manner described in the attached Agreement.

SECTION 2.

The officers and staff of the City are authorized to perform any and all acts consistent with this Ordinance and the attached Agreement which are necessary or appropriate 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 July 25, 2022.

Final adoption of Ordinance by City Council on August 8, 2022.

_____
President of City Council

Action by the Mayor:

☒ Approved on August 9, 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

July 11, 2022
Folder: 2452-76

Via Electronic Mail
NGradisar@pueblo.us

City of Pueblo, Colorado
Attn: Mayor Gradisar
1 City Hall Place
Pueblo, Colorado 81003

Mayor Gradisar:

This letter ("Agreement") confirms our understandings covering the possible sale by UNION PACIFIC RAILROAD COMPANY, a Delaware corporation ("Seller"), to CITY OF PUEBLO, COLORADO, a body corporate and a political subdivision of the State of Colorado ("Buyer"), of Seller's interest in and to certain real property located in the City and County of Pueblo, State of Colorado, generally shown in red crosshatching and identified as "SALE AREA" on the print dated January 11, 2022 attached hereto as **Exhibit A** and made a part hereof ("Land"), together with all of Seller's right, title and interest, if any, in all improvements located on the Land, including, without limitation, all trackage in the location generally shown by a light blue bolded line on **Exhibit A**, ballast, ties, rail trestle (whether wood or other material) in the location generally shown within the yellow/orange bolded line, dirt embankment and concrete piers, and any and all appurtenances related thereto (collectively, "Personal Property"). The Land and the Personal Property may hereinafter be collectively referred to as the "Property", where applicable.

The undersigned will recommend to Seller's Management a sale of the Property on the following terms and conditions:

Article 1. Description of the Land:

A. The Land is approximately 2.05 acres as shown on **Exhibit A**. The legal description of the Land will be determined by a Survey ("Survey"), which Survey will be obtained by and at the sole cost and expense of Buyer. The Survey will depict all facilities affecting the Land.

B. Before finalizing the Survey, Buyer shall submit the draft Survey to Seller for review and approval. Computer files of the Survey and legal descriptions shall be sent via e-mail to jagates@UP.COM, with a subject line referencing the UPRR Folder Number 02452-76 assigned to this document. Buyer shall deliver a certified copy of the completed Survey to Seller within Sixty (60) days after Buyer's execution of this Agreement ("Survey Period"). Delay in obtaining or furnishing the Survey to Seller shall in no event give Buyer the right to extend the Closing Date (as defined in Article 8.A. below).

Article 2. **Sale Price:**

The sale price ("Sale Price") for the Property shall be the sum of Ten Dollars ($10.00), and other valuable consideration.

Article 3. **Feasibility Review/Right of Entry:**

A. For ninety (90) days from the date of execution of this Agreement by Buyer ("Feasibility Review Period"), Buyer and its agents and contractors may enter upon the Property to perform environmental audits, soil tests, engineering and feasibility studies of the Property, including any testing or studies necessary for Buyer's completion of the Material Management Plan (as defined in Article 3.D. below). If the results of such audits, tests or studies, or Buyer's review of title or any other matters relating to the Property are unsatisfactory, Buyer may terminate this Agreement by giving Seller written notice before the end of the Feasibility Review Period. If no such written notice of termination is given before the end of the Feasibility Review Period, the Property will be deemed suitable for Buyer's purposes. In the event of such termination by Buyer, then Buyer shall surrender to Seller copies of all audits, soils, engineering and any other reports prepared for Buyer pertaining to the Property (including the Material Management Plan) and such reports will become the sole property of Seller without cost or expense of Seller, and this Agreement will terminate without any further force and effect, and without further obligation of either party to the other.

B. Buyer's right to enter upon the Property pursuant to Article 3.A. above is subject to the following:

1. To the maximum extent permitted by law, Buyer will indemnify, defend and save harmless Seller and/or Seller's affiliates (Seller's affiliates means any corporation which directly or indirectly controls or is controlled by or is under common control with Seller), their officers, agents and employees, against and from any and all liability, loss, costs and expense of whatsoever nature growing out of personal injury to or death of persons whomsoever, or loss or destruction of or damage to property whatsoever, where such personal injury, death, loss, destruction or damage arises in connection with the entry upon the Property by Buyer, its agents or contractors prior to Closing (as defined in Article 8.A. below).

2. Buyer and Buyer's agents and contractors (collectively, "Contractors") will maintain in confidence all information, reports, and evaluations generated in connection with any environmental assessments and will not make disclosure without the prior written consent of Seller. If Buyer discovers hazardous or toxic substances or materials, Buyer will immediately notify Seller.

3. Buyer will promptly deliver to Seller the results and copies of any and all reports, evaluations, tests and studies generated in connection with any environmental assessments. Prior to the issuance of any final environmental report, Seller will have the opportunity to make comments, pose questions and offer recommendations to the Contractor preparing the report.

4. To the maximum extent permitted by law, Buyer agrees to indemnify, defend and hold harmless Seller against and from any and all liens, claims, demands, costs and

expenses of whatsoever nature in any way connected with or growing out of any work done, labor performed or materials furnished at the Property on behalf of Buyer prior to Closing.

5. If the sale of the Property does not close, Buyer will, as soon as possible and at Buyer's sole expense, restore the Property to the same condition it was in immediately prior to the time Buyer entered the Property, failing in which Seller may perform the work of restoration and Buyer will reimburse Seller within thirty (30) days after rendition of bill by Seller.

C. Absence of markers is not a warranty by Seller of no subsurface installations. Fiber optic systems, pipelines, and other structures may be buried on the Property. Before any digging/drilling/excavation, the following procedures will be followed by Buyer and Buyer's Contractors:

1. Protection of any fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. Buyer will telephone 1-800-336-9193 (a 24-hour, 7-day number for emergency calls) during normal business hours (7 A.M. to 9 P.M., CT, Monday-Friday, except holidays) to determine if any fiber optic cable is buried on the Property. If it is determined that fiber optic cable is buried on the Property, Buyer shall promptly inform Seller, at the address at the bottom of the first page of this Agreement, of the results of its investigation.

2. Before drilling or excavating with mechanized equipment, Buyer will explore with hand tools to a depth of at least eight feet (8') below the surface or will use suitable detection equipment.

D. In addition to any environmental audits, soil tests, engineering and feasibility studies of the Property performed by Buyer or its Contractors, the Materials Management Plan Dated March 2022, prepared by Matrix Environmental Services, LLC and referenced as Matrix Project Number 20.526.029 covering Buyer's post-closing removal and offsite disposal of the Personal Property ("Material Management Plan"), has been reviewed and approved by Seller.

E. Notwithstanding any provisions in this Agreement to the contrary, if this Agreement is terminated for any reason whatsoever, Buyer will remain obligated to comply with the provisions of Article 3.A. and 3.B. and Seller will retain all of its remedies for Buyer's default under Article 3.A. and 3.B.

Article 4. **<u>As Is Sale - Release - Indemnity:</u>**

A. Prior to the Closing Date, Buyer will have the opportunity to make such inspections of the Property and matters related thereto as Buyer desires, including, without limitation, governmental laws and regulations to which the Property is subject, the title to the Property, and the suitability or fitness of the Property for Buyer's proposed use. Buyer acknowledges and agrees that the Property is to be sold and accepted by Buyer in an "AS IS" condition, with all faults, and Buyer acknowledges that the Property may have been used for railroad and/or industrial purposes, among other uses. Buyer agrees that any information Buyer may receive from Seller or its agents concerning the Property (including, but not limited to, any lease or other document, engineering study or environmental assessment) is

furnished on the condition that Buyer will make an independent verification of the accuracy of the information. Seller does not make any representations or warranties of any kind whatsoever, either express or implied, with respect to the Property; in particular, without limitation, Seller makes no representations or warranties with respect to the use, condition, title, occupation or management of the Property, or compliance with applicable statutes, laws, codes, ordinances, regulations, requirements (collectively "Condition of the Property"). Buyer acknowledges that it is entering into this Agreement on the basis of Buyer's own independent investigation of the physical and environmental conditions of the Property. Buyer assumes the risk that adverse physical and environmental conditions may not have been revealed by its investigation.

B. **FROM AND AFTER CLOSING, BUYER WILL RELEASE SELLER, AND, TO THE MAXIMUM EXTENT PERMITTED BY LAW, INDEMNIFY, DEFEND AND SAVE HARMLESS SELLER, ITS AFFILIATES, THEIR EMPLOYEES, AGENTS, OFFICERS, SUCCESSORS AND ASSIGNS, FROM AND AGAINST ANY AND ALL SUITS, ACTIONS, CAUSES OF ACTION, LEGAL OR ADMINISTRATIVE PROCEEDINGS, CLAIMS, DEMANDS, FINES, PUNITIVE DAMAGES, LOSSES, COSTS, LIABILITIES AND EXPENSES, INCLUDING ATTORNEYS' FEES, IN ANY WAY ARISING OUT OF OR CONNECTED WITH THE KNOWN OR UNKNOWN CONDITION OF THE PROPERTY (INCLUDING, WITHOUT LIMITATION, ANY CONTAMINATION IN, ON, UNDER OR ADJACENT TO THE PROPERTY BY ANY HAZARDOUS OR TOXIC SUBSTANCE OR MATERIAL), OR ANY FEDERAL, STATE OR LOCAL LAW, ORDINANCE, RULE OR REGULATION APPLICABLE THERETO, INCLUDING, WITHOUT LIMITATION, THE TOXIC SUBSTANCES CONTROL ACT, THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT, AND THE RESOURCE CONSERVATION AND RECOVERY ACT. THE FOREGOING WILL APPLY REGARDLESS OF ANY NEGLIGENCE OR STRICT LIABILITY OF SELLER, ITS AFFILIATES, OR THEIR EMPLOYEES, AGENTS OR OFFICERS.**

C. With respect to any existing or future environmental contamination of the soil and/or groundwater in, on or under the Property, from and after Closing, Buyer, at no cost to Seller, agrees to be solely responsible for conducting any investigation, monitoring, remediation, removal, response or other action required by any governmental agency, court order, law or regulation or otherwise necessary to make the Property suitable for Buyer's use of the Property.

D. The provisions of this Article 4 will survive the delivery of the Deed (as defined in Article 6.A. below), and will bind and inure to the benefit of the parties hereto, their successors and assigns.

Article 5. **Escrow, Title Insurance and Abstract of Title:**

A. Seller will not furnish title insurance or an abstract of title to the Land. Buyer may, at its sole option and expense, obtain a preliminary title report ("PTR") in order to review the status of title to the Land during the Feasibility Review Period. If Buyer obtains a PTR, a copy will be delivered to Seller. Seller has no obligation to cure any title defects or to assist Buyer in obtaining title insurance.

B. If Buyer desires title insurance, Buyer shall pay the cost of any title insurance and any endorsements or changes to the title policy desired by Buyer. If an escrow is used, Buyer shall pay any and all fees relating to the escrow, including, but not limited to, any City and/or County Transfer Taxes and recording fees.

Article 6. **Closing Deliverables et al.; Buyer's Post-Closing Performance of Work:**

A. Closing Deliverables. At Closing, Seller will transfer Seller's interest in the Land to Buyer by Quitclaim Deed ("Deed"), subject to all outstanding rights, whether or not of record. Additionally, Seller will transfer Seller's interest in the Personal Property to Buyer by Quitclaim Bill of Sale ("Quitclaim Bill of Sale").

B. Seller's Reservation from the Land. Seller will reserve from the transfer of the Land all minerals and mineral rights without right of surface entry.

C. Post-Sale Covenants on the Land. The Land will be quitclaimed to Buyer by Seller subject to the following covenants, conditions and restrictions which Buyer, by the acceptance of the Deed, shall covenant for itself, its successors and assigns, faithfully to keep, observe and perform:

(i) Landlocked Parcel. Buyer acknowledges that the Land is landlocked and has no access to a public roadway. Buyer further acknowledges that Seller does not convey any express or implied easement to Buyer for access across any lands or rights of way of Seller ("Seller's Property"). Any access to the Land must be secured by Buyer across lands or rights of way owned by persons or entities other than Seller. Accordingly, Seller hereby declares that the Land is subject to the following covenant and restriction:

> Buyer, its successors or assigns, shall not seek or claim any access to the Property across Seller's Property from Seller, its successors and assigns, or from any state or federal entity or body or court that may have jurisdiction. This restriction and covenant will run with the land and bind Buyer, its successors and assigns, and benefit Seller, its successors and assigns. Seller is entitled to initiate proceedings at law or in equity against any person(s) who breaches this restriction and covenant, and to collect from the breaching party damages, attorney fees and costs.

(ii) Restriction On Use. The Land must not be used for (i) residential, (ii) lodgings or accommodations (including, without limitation, hotels, motels, boarding houses, dormitories, hospitals, nursing homes, or retirement centers), or (iii) educational or child-care facilities (including, without limitation, schools, kindergartens or day-care centers).

(iii) The foregoing covenants, conditions and restrictions shall run with the Land, the burdens of which will be binding on the successors and assigns of Buyer and the benefits of which will inure to the successors and assigns of Seller. A breach of the foregoing covenants, conditions and restrictions, or the continuance thereof, may, at the option of Seller, its successors or assigns, be enjoined, abated, or remedied by appropriate proceedings.

D. Buyer's Post-Closing Performance of Work. Within ninety (90) days after the Closing Date, Buyer shall complete all requirements and work outlined in the Material Management Plan. As required under Article 4.C. above, Buyer, at no cost to Seller, shall be solely responsible for conducting any investigation, monitoring, remediation, removal, response or other action required by any governmental agency, court order, law or regulation or otherwise necessary to make the Property suitable for Buyer's use of the Property.

Article 7. Existing Agreements:

A. If any lease or "Use Rights" (license or other rights to use the Property) affects only the Property (whether identified by Seller before or after execution of this Agreement), Seller's rights and obligations under any such identified lease or Use Right will be assigned to and assumed by Buyer at or after Closing.

B. Buyer acknowledges that the Property may be subject to unidentified Use Rights. It is the responsibility of Buyer to determine if any of these unidentified Use Rights exist.

Article 8. Closing - Default:

A. Closing of the transaction described in this Agreement ("Closing") will occur within thirty (30) days after expiration of the Feasibility Review Period ("Closing Date"). The Closing will be deemed to occur upon payment of the Sale Price by wire transfer or a cashier's or certified check, and delivery of the Deed for the Land and the Quitclaim Bill of Sale for the Personal Property. All Closing costs, including transfer taxes and excise taxes, will be paid by Buyer.

B. If Closing fails to occur due to default by Seller, Buyer may terminate this Agreement as Buyer's sole remedy against Seller. In the event of such termination, neither Seller nor Buyer will have any further liability hereunder.

C. If Closing fails to occur due to default by Buyer, Seller may terminate this Agreement and neither Seller nor Buyer shall have any further obligations or liability hereunder except for any of Buyer's surviving obligations pursuant to Article 3.B. above. In no event shall Seller have any obligation whatsoever to extend the Closing Date for any reason if Buyer fails to perform.

Article 9. Prorations:

Local property taxes, if any, and other assessments due and payable in the year of Closing, as well as rental under any leases or Use Rights that are being assigned, will be prorated as of the date of Closing. Buyer will assume any installments of assessments not yet due and payable.

Article 10. Negotiations – Brokers and Finders:

Negotiations relative to this transaction have been carried on by both parties without the intervention of any person which will give rise to any valid claim against either of the parties hereto, for brokerage commission or other like payment. Each party shall indemnify, to the maximum extent permitted by law, and hold harmless the other party against and from any and all claims for brokerage commission or other like payments arising out of the transaction contemplated by this Agreement and occasioned by the indemnifying party.

Article 11. Subdivision/Platting Compliance:

It may be necessary to comply with local or state subdivision or platting laws or regulations prior to Closing. All necessary applications, maps and other requirements to comply with this requirement will be completed by Buyer at Buyer's sole cost and expense, and are subject to review and approval by Seller before filing. If Buyer fails to comply with subdivision requirements prior to the Closing Date, or if any proposed subdivision plat or parcel map contains conditions affecting Seller, the Land prior to Closing, or other real property owned by Seller, then Seller, in its sole and absolute discretion, may terminate this Agreement. Seller is not obligated to extend the Closing Date due to Buyer's failure to comply with subdivision or platting requirements prior to the Closing Date.

Article 12. Mortgage Release:

If the Property is subject to a blanket mortgage granted by Seller or a corporate predecessor of Seller, Seller will obtain a release within approximately six (6) months after Closing.

Article 13. Seller's Management Approval:

BUYER ACKNOWLEDGES THAT NEITHER THIS AGREEMENT NOR THE NEGOTIATIONS LEADING TO THIS AGREEMENT CREATE ANY OBLIGATION ON THE PART OF SELLER TO SELL THE PROPERTY TO BUYER UNLESS THIS AGREEMENT IS APPROVED IN ACCORDANCE WITH SELLER'S MANAGEMENT POLICY STATEMENT. IF SUCH APPROVAL IS NOT GIVEN AND COMMUNICATED TO BUYER BY THE CLOSING DATE, THIS AGREEMENT WILL TERMINATE AND NEITHER PARTY WILL HAVE ANY FURTHER OBLIGATION.

Article 14. Condemnation:

If, prior to Closing, a governmental agency commences or imminently threatens in writing to commence any eminent domain proceedings to take any material portion of the Property, Buyer and Seller shall each have the unilateral right, exercisable by giving notice of such decision to the other party within thirty (30) days after receiving written notice of such actual or threatened condemnation proceedings, to terminate this Agreement. In the event of such termination, this Agreement will be without any further force and effect and without further obligation of either party to the other. If neither party elects to terminate pursuant to this Article 14, the Sale Price will be determined as though such condemnation had not occurred, and the net proceeds of

condemnation awards paid or payable to Seller by reason of such condemnation of the Property shall be paid or assigned to Buyer at Closing.

Article 15. Counterparts; Electronic Signatures:

This Agreement (or any amendments hereto) may be executed in any number of counterparts and in separate counterparts, each of which shall be deemed an original. The exchange of copies of this Agreement and of signature pages by facsimile or e-mail transmission shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile or e-mail shall be deemed to be their original signatures for all purposes.

If you agree with the foregoing terms and conditions with respect to the possible purchase of the Property, please indicate your acceptance of these terms and conditions by signing in the acceptance space provided below and returning one copy to Joe Gates at the address listed on the bottom of the first page of this letter or by electronic mail at jagates@up.com in order that it is received by Seller no later than **August 31, 2022**. If not returned by **August 31, 2022**, terms of this agreement shall become null and void. Please also indicate below how you wish to take title. If you should have any questions, please call Joe Gates at (402) 544-2255.

Sincerely,

_____
General Director - Real Estate

ACCEPTED AND AGREED THIS ____ DAY OF _____, 2022

ATTEST: CITY OF PUEBLO

_____ By_____

City Clerk Nicholas A Gradisar, Mayor

Title to the Property will be taken as follows:

City of Pueblo, a Colorado municipal corporation

Mailing Address:

City of Pueblo
c/o Mayor
1 City Hall Place, 2nd Floor
Pueblo, CO 81002

Matrix Design Group, Inc.
2435 Research Parkway, Suite 300
Colorado Springs, CO 80920
O 719.575.0100
F 719.575.0208
matrixdesigngroup.com

EXHIBIT A
LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF THE 100.00 WIDE UNION PACIFIC RAILROAD RIGHT-OF-WAY LOCATED IN THE NORTHEAST ONE-QUARTER OF SECTION 6, TOWNSHIP 21 SOUTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF PUEBLO, COUNTY OF PUEBLO, STATE OF COLORADO; MORE PARTICULARLY DESCRIBED AS FOLLOWS WITH BEARINGS REFERENCED TO A LINE CONNECTING THE NORTHWEST CORNER OF SAID SECTION 6 MONUMENTED BY A FOUND 3-1/4" BRASS CAP STAMPED "LS 29034" AND THE NORTHEAST CORNER OF SAID SECTION 6 MONUMENTED BY A FOUND LEAD PLUG IN STONE IN RANGE BOX, ASSUMED TO BEAR NORTH 89°37'46" WEST A DISTANCE OF 5,308.33 FEET:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 6; THENCE SOUTH 76°29'01" WEST, A DISTANCE OF 1859.55 FEET TO THE INTERSECTION OF THE SOUTHERLY LINE OF SAID UNION PACIFIC RAILROAD RIGHT-OF-WAY, BEING 50.00 FEET SOUTHERLY OF AND PARALLEL WITH THE REMNANTS OF THE CENTERLINE OF THE EXISTING TRACKS OF SAID UNION PACIFIC RAILROAD, WITH A LINE BEING 50.00 FEET EASTERLY OF AND PARALLEL WITH THE CENTERLINE OF THE BURLINGTON, NORTHERN AND SANTA FE RAILROAD TRACKS;

THENCE NORTH 26°44'48" WEST, ON SAID PARALLEL LINE, A DISTANCE OF 100.55 FEET TO THE NORTHERLY LINE OF THE OF SAID UNION PACIFIC RAILROAD RIGHT-OF-WAY BEING 50.00 FEET NORTHERLY OF AND PARALLEL WITH THE REMNANTS OF THE CENTERLINE OF THE EXISTING TRACKS OF SAID UNION PACIFIC RAILROAD TRACKS;

THENCE NORTH 69°13'44" EAST, ON SAID RIGHT-OF-WAY LINE, A DISTANCE OF 691.36 FEET TO A TANGENT 1443.79 FOOT RADIUS CURVE WHOSE CENTERS BEARS SOUTHEASTERLY;

THENCE NORTHEASTERLY, ON SAID CURVE, THROUGH A CENTRAL ANGLE OF 8°33'27" AN ARC LENGTH OF 215.64 FEET;

THENCE SOUTH 12°12'49" EAST, A DISTANCE OF 100.00 FEET TO THE PREVIOUSLY CITED SOUTHERLY LINE OF UNION PACIFIC RAILROAD RIGHT-OF-WAY, ALSO BEING A POINT ON A NON-TANGENT, 1343.79 FOOT RADIUS CURVE WHOSE CENTER BEARS SOUTH 12°12'49" EAST;

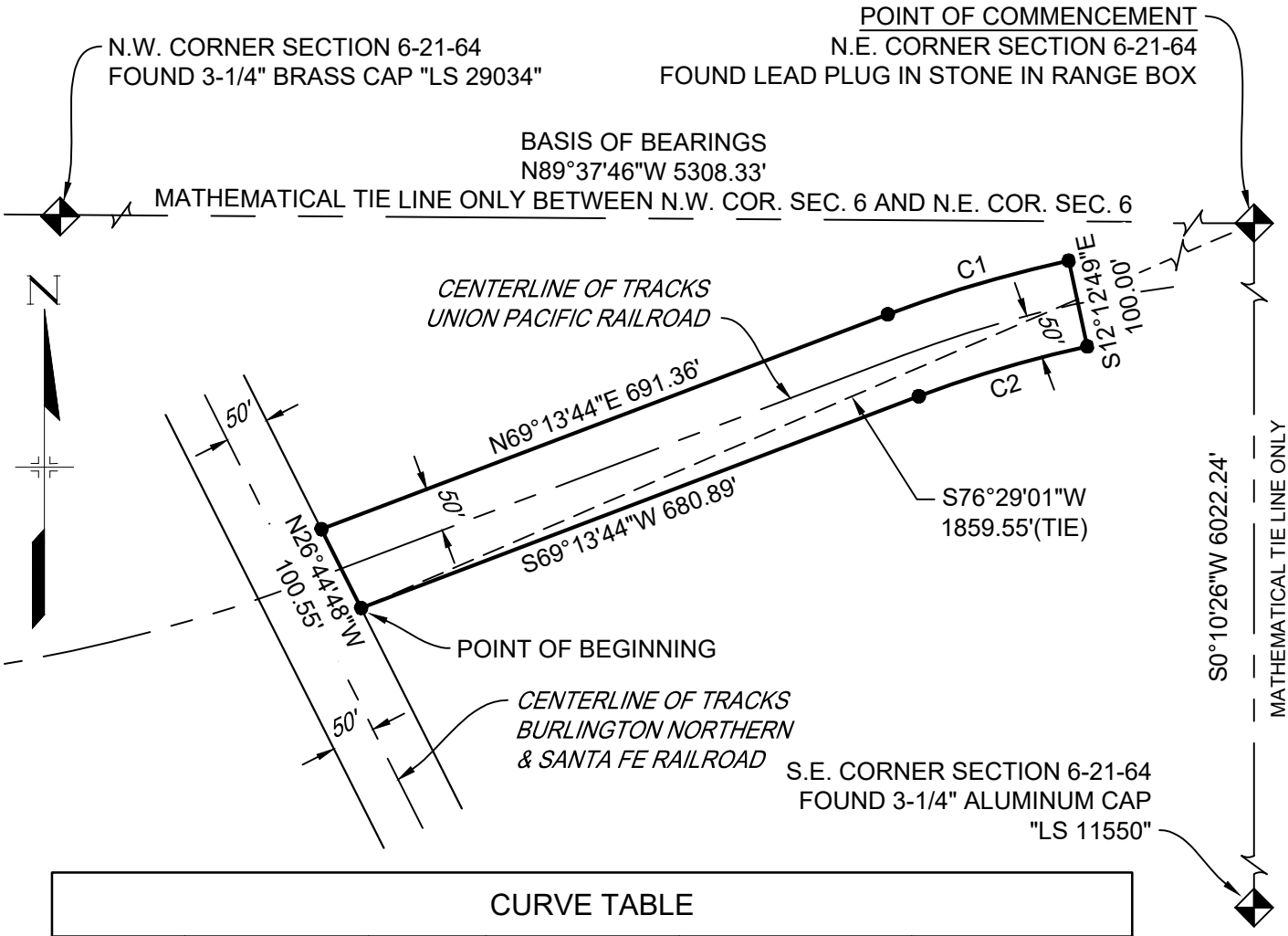
THENCE SOUTHWESTERLY, ON SAID RIGHT-OF-WAY LINE AND CURVE, THROUGH A CENTRAL ANGLE OF 8°33'27" AN ARC LENGTH OF 200.70 FEET;

THENCE SOUTH 69°13'44" WEST, ON SAID SOUTHERLY UNION PACIFIC RIGHT-OF-WAY LINE, A DISTANCE OF 680.89 FEET TO THE **POINT OF BEGINNING.**

THE ABOVE DESCRIPTION YIELDS A CALCULATED AREA OF 89,429 SQUARE FEET (2.053 ACRES), MORE OR LESS AND IS DEPICTED ON THE ATTACHED GRAPHICAL EXHIBIT FOR REFERENCE.



ROBERT L. MEADOWS, PLS
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR NO. 34977
PREPARED FOR AND ON BEHALF OF MATRIX DESIGN GROUP



CURVE TABLE					
CURVE #	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	215.64	1443.79	8°33'27"	N73°30'27"E	215.44
C2	200.70	1343.79	8°33'27"	S73°30'27"W	200.52

100' 0 200'

SCALE: 1"= 200'

AREA 89,429 SQ. FT. (2.05302 ACRES)

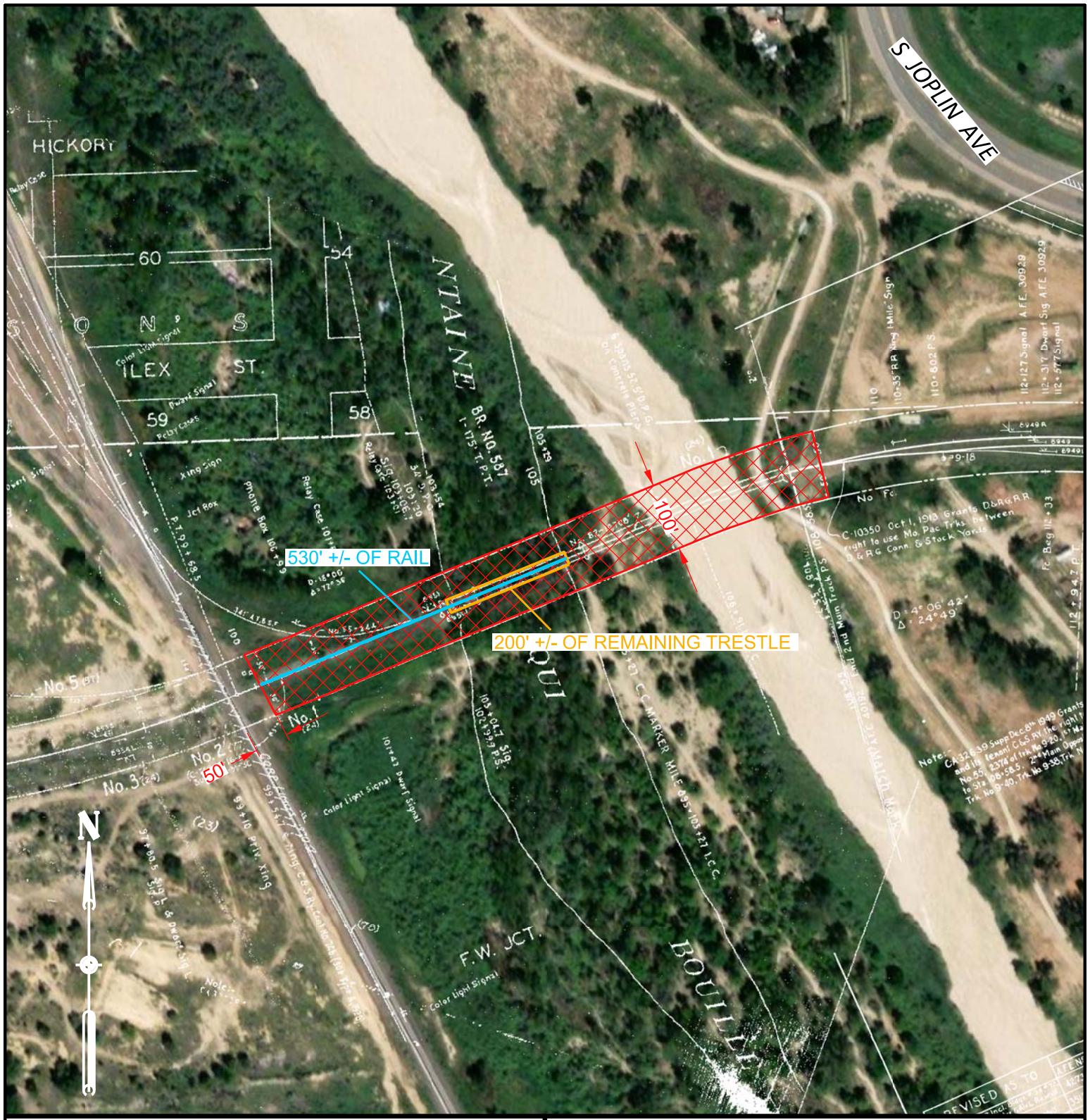
Matrix
Excellence by Design
2435 Research Parkway, Suite 300
Colorado Springs, CO. 80920
Phone 719-575-0100
Fax 719-575-0208

LAND DESCRIPTION
NORTHEAST ONE-QUARTER SECTION 6, T21S, R64 W
CITY OF PUEBLO, COUNTY OF PUEBLO, COLORADO

EXHIBIT

CHECKED BY: RLM | DATE: FEB. 22, 2022 | JN: 20.526.029 | 2 OF 2

S:\20.526.029.000 Pueblo Levee System Floodplain Rest\700 Survey\Pueblo Levee\Legal Description\RR ROW RLM Ground.dwg



LEGEND:

SALE AREA ..... ▨

UPRRCO. R/W OUTLINED ..... ----------

SALE AREA = 2.05 ACRES +/-

CADD FILENAME	0245276
SCAN FILENAME	X

NOTE: BEFORE YOU BEGIN ANY WORK, SEE AGREEMENT FOR FIBER OPTIC PROVISIONS.

EXHIBIT "A"

UNION PACIFIC RAILROAD COMPANY

PUEBLO, PUEBLO COUNTY, COLORADO

M.P. 622 - ABANDONED HOISINGTON SUB.

MAP MP V-1 / S-38A & S-38B

SCALE: 1" = 200'

OFFICE OF REAL ESTATE
OMAHA, NEBRASKA DATE: 1-11-2022

PJB FILE: 0245276

BACKGROUND PAPER FOR PROPOSED ORDINANCE

COUNCIL MEETING DATE: July 25, 2022

TO: President Heather Graham and Members of City Council

CC: Nicholas A. Gradisar, Mayor

VIA: Marisa Stoller, City Clerk

FROM: Barb Huber, Fire Chief
Marisa Pacheco, Human Resources Director

SUBJECT: AN ORDINANCE AMENDING THE FISCAL YEAR 2022 STAFFING ORDINANCE BY TEMPORARILY ADDING TWO (2) FIREFIGHTER POSITIONS WITHIN THE FIRE DEPARTMENT

SUMMARY:

The Fire Department requests to adjust its staffing by temporarily adding two additional Firefighter positions.

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 Fire Department is requesting to temporarily add two additional Firefighter positions to authorized staffing. The additional positions will allow the department to begin recruitment for another Fire Academy that is of a sufficient size.

The Fire Department currently has authorized staffing of thirty-eight (38) Firefighters. There are currently seven (7) Firefighter vacancies. There are currently two (2) vacancies in the Emergency Medical Officer rank/classification. It is anticipated that the Emergency Medical Officer vacancies, which are promotions, will be accomplished through the promotion of existing Firefighters. This will result in a total of nine (9) vacancies in the Firefighter classification when these promotions are ultimately accomplished.

However, Firefighter selection activities and extension of employment offers for the next Fire Academy will occur just before these promotions occur. Therefore, without this temporary increase in staffing, only seven candidates can be selected vs. the nine to fill the vacancies that will actually exist once the promotions occur. In the spirit of managing City resources most efficiently, an academy of nine is far more desirable than holding an academy of seven now and then a second one later when these vacancies were anticipated in advance. This will also allow the Department to maintain optimum staffing levels and move trained recruits onto the floor as soon as operationally feasible. Finally, this is also important to maintain the required staffing levels under the SAFER grant.

Therefore, in anticipation of these promotions, and in order to run an efficient upcoming Fire Academy, the Fire Department requests City Council approval to temporarily add two (2) Firefighter positions to authorized staffing for a total of forty (40). The additional Firefighter positions will be abolished once the promotions occur.

FINANCIAL IMPLICATIONS:

This request is budget neutral. No additional funding is needed to accomplish this change for 2022 as the Fire recruits will start employment after the promotions have occurred and the funding will therefore be available. This ordinance just allows for the extension of employment offers to an additional two Firefighter candidates.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

The no action alternative would be to retain current staffing levels which result in a smaller, less efficient Fire Academy and will cause staffing vacancies until the next academy, which is operationally and financially less ideal.

RECOMMENDATION:

Approval of the Ordinance.

ORDINANCE NO. 10251

AN ORDINANCE AMENDING THE FISCAL YEAR 2022 STAFFING ORDINANCE BY TEMPORARILY ADDING TWO (2) FIREFIGHTER POSITIONS WITHIN THE FIRE DEPARTMENT

WHEREAS, it is necessary to revise the position for the ultimate efficiency and functionality for the Fire Department; 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 section captioned “Fire” “of Ordinance No. 10085, being the 2022 Staffing Ordinance, is amended as follows:

Fire	
Fire Chief	1
Deputy Fire Chief	2
Assistant Fire Chief	3
Fire Captain	33
Emergency Medical Officer	31
Fire Engineer	36
Fire Inspector	3
Firefighter	[38]40*
Administrative Technician	1
Senior Office Assistant	1
Total	**[149] 151**

*2 Firefighter FTEs added temporarily due to upcoming promotions by Ordinance on 08/22/2022. Firefighter staffing level will revert back to 38 once the promotional ranks are filled. This will allow a more realistic hire number for the next fire Academy to maintain staffing and operational efficiency.

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 with respect to the allocation of positions within the Fire Department 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 July 25, 2022.

Final adoption of Ordinance by City Council on August 8, 2022.

President of City Council

Action by the Mayor:

☒ Approved on August 9, 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

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: July 25, 2022

TO: President Heather Graham and Members of City Council

CC: Nicholas A. Gradisar, Mayor

VIA: Marisa Stoller, City Clerk

FROM: Laura Solano, Chief of Staff

SUBJECT: AN ORDINANCE AMENDING CHAPTER 4 OF TITLE XI OF THE PUEBLO MUNICIPAL CODE WITH REGARDS TO WORKING GOATS AND IMPOSING NEW REQUIREMENTS IN ACCORDANCE THEREWITH

SUMMARY:

Attached for consideration is an amendment to the Pueblo Municipal Code relating to working goats and imposing new requirements in accordance therewith.

PREVIOUS COUNCIL ACTION:

There has been no previous City Council action with regards to this Ordinance.

BACKGROUND:

Citizens have expressed interest in using "working goats" to address weeds on vacant properties and for other landscaping purposes. This Ordinance would make it legal to use up to four (4) working goats for such purposes, subject to certain conditions.

FINANCIAL IMPLICATIONS:

Not applicable to this Ordinance.

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 Pueblo Municipal Code will not be amended to reflect the proposed changes.

RECOMMENDATION:

Approval of this resolution.

Attachments:
Proposed Ordinance

ORDINANCE NO. 10252

AN ORDINANCE AMENDING CHAPTER 4 OF TITLE XI OF THE PUEBLO MUNICIPAL CODE WITH REGARDS TO WORKING GOATS AND IMPOSING NEW REQUIREMENTS IN ACCORDANCE THEREWITH

WHEREAS, City Council is committed to protecting the health, safety, and welfare of the public; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY COUNCIL OF PUEBLO, that: (brackets indicate matter being deleted, underscoring indicates new matter being added)

SECTION 1.

Section 11-4-33 of the Pueblo Municipal Code is hereby amended to read as follows:

Sec. 11-4-33. - Prohibited animals.

(a) It is hereby declared to be a nuisance, and it shall be unlawful and a municipal offense for any person to keep, pasture or maintain in the City any wild animals, venomous snakes, constricting snakes over twelve (12) feet in length, hogs, pigs, swine, sheep, horses, emus, rheas, ostriches, llamas, cattle, pea fowl, guinea hens or goats, except in a public zoo; except that hogs, pigs, swine, sheep, horses, cattle, pea fowl, guinea hens or goats may be kept upon land zoned for agricultural use, provided that said animals are kept, pastured and maintained in compliance with this Chapter and all applicable ordinances of the City.

(b) Notwithstanding anything to the contrary in Subsection (a) of this Section, it shall not be unlawful for any person to possess, harbor, keep or maintain not more than two (2) domesticated pot-bellied pig upon any premises within the City, provided that said person complies with all other provisions of this Chapter. Domesticated pot-bellied pigs shall not exceed one hundred (100) pounds. Any such pigs must be registered with the Pueblo Animal Shelter, spayed or neutered if over two (2) months old, and vaccinated. Pot-bellied pigs must be licensed under P.M.C. 11-4-43, 11-4-44, 11-4-45, and 11-4-46.

(c) Notwithstanding anything to the contrary in Subsection (a) of this Section, it shall not be unlawful for any person to possess, harbor, keep or maintain not more than two (2) domesticated miniature goats upon any premises within the City. Domesticated miniature goats shall not exceed one hundred (100) pounds. Any such goats must be registered with the Pueblo Animal Shelter, neutered if over two (2) months old, vaccinated, and hornless or debudded. Miniature goats must be licensed under P.M.C. 11-4-43, 11-4-44, 11-4-45, and 11-4-46. The person possessing, harboring, keeping or maintaining the goat or goats must comply with all other provisions of this Chapter.

(d) **Notwithstanding anything to the contrary in Subsection (a) of this Section, it shall not be unlawful for any person to possess, keep, or employ not more than four (4) working goats upon any premises within the City for sixty (60) continuous days in accordance with this provision. Working goats shall not exceed one hundred fifty (150) pounds and may be used to consume weeds and for other landscaping purposes. All working goats must be registered with the Pueblo Animal Shelter, vaccinated, and licensed under P.M.C. 11-4-43, 11-4-44, 11-4-45, and 11-4-46. A person employing working goats in accordance with this provision shall not be required to obtain a multiple animal license under P.M.C. 11-4-9. The person possessing, keeping, or employing the working goats must comply with all other provisions of this Chapter, including humane care pursuant to P.M.C. 11-4-21. Working goats must be restricted to the premises where they are performing tasks. If a working goat is off or away from the premises or not under the direct physical control of its owner or another by either leash, cord, or chain, it shall be deemed to be at large and in violation of P.M.C. 11-4-15. Working goats may only consume weeds and other plants for landscaping purposes and will not be provided with extra feed on the premises. All working goats must be removed from a premises within the City after the sixty (60) day allowance and transferred to another premises for work, land zoned for agricultural use within the City, or beyond the jurisdiction of the City. An Animal Control Officer or other peace officer observing and recording the working goats on a premises at least one day and then again sixty (60) days later shall create the rebuttable presumption that the working goats were on the premises in between said observations. If a person is providing working goats pursuant to this provision for business purposes, that person must: (i) be able to produce a written agreement or other permission for the goats to be on a property and performing work, (ii) certify that the working goats have been vaccinated and received standard care for livestock, and (iii) notify Animal Law Enforcement of the number of goats, the location of the work, and the time during which the working goats will be on the premises. Working goats are not pets and may not be kept in residential areas when not working. It is hereby declared to be a nuisance, and it shall be unlawful and a municipal offense for any person owning working goats to permit any sound, cry, offensive odor, or the accumulation of waste that disturbs the peace and comfort of any neighborhood, interferes with any person in the reasonable and comfortable enjoyment of life or property, or in any other manner presents an unreasonable hazard to the public health, safety, or welfare.**

(e) Any animal which constitutes a known safety or health hazard or other type of nuisance, may at the order of the Mayor be impounded in accordance with this Chapter and shall not be released to the owner or any other person; provided, however the animal may be released to the appropriate authorities or zoo if applicable. Animals may be humanely euthanized in accordance with Chapter 4.5 of this Title XI if in the opinion of the License Officer the animal constitutes a safety or health hazard.

SECTION 2.

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

SECTION 3.

This Ordinance shall become effective thirty (30) days following final passage and approval.

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on July 25, 2022.

Final adoption of Ordinance by City Council on August 8, 2022.

_____
President of City Council

Action by the Mayor:

☒ Approved on August 9, 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